



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JULY 2, 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, July 2, 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.

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. PRESENTATION

- A. Human Resources Department - 2024 Workplace Safety dividend check earned. Attachment.

IV. REPORTS

- A. Weslaco Economic Development Corporation.

- B. Weslaco Chamber of Commerce & Visitor Center.

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 Regular Meeting on June 4, 2024.
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
- 1) 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 held June 4, 2024; staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) 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 held June 4, 2024; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval of a Memorandum of Understanding with Region One for provision of free ESL and GED classes and other adult education opportunities within the library and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment.
- D. Approval to solicit Request for Bids (RFBs) for security services at the Mayor Joe V Sanchez Public Library and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment.
- E. Approval to amend the Tyler Technology agreement, which will allow the migration of several modules from ERP 9 to ERP Pro 10 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.
- F. Approval to solicit bids for the extension of 200 LF of metal beam guardrail fence along Mile 9 N Rd east of FM 1015 and authorize the Mayor to execute any related documents. (Staffed by Engineering Department.) Attachment.
- G. Approval to accept a negotiated settlement agreement regarding AEP Texas Inc's request to increase its electric transmission and distribution rates and charges as recommended by the consultants Lloyd Gosselink Rochelle & Townsend, P.C.

(Staffed by City Manager.)

VI. APPOINTMENTS

- A. Discussion and consideration on Resolution 2024-59 appointing a member to the Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary/Engineering Department.) Attachment. Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration to approve the Interlocal Agreement between the City of Weslaco and the City of Donna for Sanitary Sewer Utility Services of Midway Estates Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. 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. (There was no action on June 4, 2024; staffed by City Secretary Department.) Attachment.
- C. 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. (There was no action on June 4, 2024; staffed by City Manager/Finance Department.) Attachment.
- D. Discussion and consideration to approve and accept a financing proposal (RFP 203-24-30) from U.S. Bankcorp Government Leasing and Finance for the purchase of the Fire Department Ferrara 107' Ladder Truck in the amount of \$1,230,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- E. Discussion and consideration to solicit Request for Qualifications (RFQ's) for the creation of a Tax Increment Reinvestment Zone (TIRZ) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- F. 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. (There was no action on June 4, 2024; staffed by Parks and Recreation Department.) Attachment.
- G. Discussion and consideration to enter into an agreement with Boultinghouse Simpson

Gates Architects, Inc. for architectural design services for the Valley Nature Center - Reroof project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment.

- H. Discussion and consideration to approve a proposed one-year term contract with AIMS GIS Solutions to assist the city with GIS administrative, IT support, and mapping development services and authorize the mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- I. Discussion and consideration to approve the continuation of the interlocal agreement with Weslaco Independent School District for eight (8) law enforcement officers and one (1) Sergeant to serve as school resource security officers (SRO), to be reimbursed in the amount not exceed \$492,153.90 for the 2024-2025 school year and \$513,851.37 for the 2025-2026 school year based on 5% increase per year, as well as a contingency reimbursement of \$3,000 per year per SRO for training and equipment, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.
- J. Discussion and consideration to approve the continuation of the interlocal agreement between the City of Mercedes and Weslaco Police Department regarding the housing of prisoners in the City of Weslaco's municipal jail for a period of (4) four months term beginning July 1, 2024, until October 31, 2024, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.) Attachment.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. 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. Legal Consultation – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025, as authorized by Section §551.071 of the Texas Government Code.
- E. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Brady Bunch as authorized by Section §551.087 of the Texas Local Government Code.
- F. Real Property - Consultation with City Attorney regarding the sale price of real property with LASCO Development for property located at 901 N. Airport Drive as authorized by Section §551.072 of the Texas Local Government Code.
- G. Real Property - Consultation with City Attorney on the sale, purchase, exchange, lease or value of real property legally described as north 1.3093 acre out of Lot 1, Block 1, Freedome Park Subdivision Unit 2, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- H. Real Property – Consultation with City Attorney on the purchase, exchange, lease or value of real property legally described as 0.726AC out of Farm Tract 15, northeast of US 83 Expressway, West and Adams Tract subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 28th 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: July 2, 2024	Agenda Item No. (to be assigned by CSO): 2024-280	
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 Steven Wagenknecht from Abiding Savior Lutheran 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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-663	
From:			
Subject: Human Resources Department - 2024 Workplace Safety dividend check earned.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Luz Galindo Martin Garza		Created/Initiated New	
City Manager Comments: Presentation only.			
Staff Recommendation:			
Attachments, if any: Memo - 2024 Workplace Safety dividend check, Dividend Check Letter FY 22-23			
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

INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

DATE: June 24, 2024

TO: Martin Garza, City Manager

From: Luz Galindo, HR Director

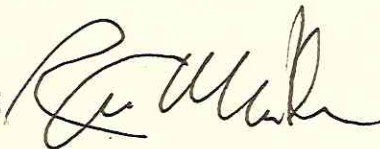
Subject: 2024 Workplace Safety Dividend Check

This is the 3rd year the city receives a dividend check from Texas Mutual for our commitment to workplace safety. This year's dividend check is for \$102,641.01 compared to last year at \$46,517.33

Date: 06/26/24

To: City of Weslaco

From: Ramon Montalvo III C.I.C.



Re: Workers Compensation Dividend Policy Year 10/01/22 - 10/01/23

Message:

Our agency is pleased to announce that the City of Weslaco has earned a dividend of \$102,641.01. This is based on the Workers' Compensation loss experience in your 2022 - 2023 policy term. This is more than double last year's amount of \$46,517.33.

- The total incurred claims were at \$85,875.00. This is an improvement in claims over last year (\$131,278.10) This is the main reason for the size of this dividend check. The other factor was staying with Texas Mutual and their overall claim experience in the state.
- I can also attribute this check to great management on the city's part as well as the continued support/services from our Loss Control Program through our office.

Thank you for the opportunity to be of continued service.



ALL FORMS OF INSURANCE





Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-671	
From:			
Subject: Weslaco Economic Development Corporation.			
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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-672	
From:			
Subject: Weslaco Chamber of Commerce & Visitor Center.			
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: July 2, 2024	Agenda Item No. (to be assigned by CSO): 2024-285	
From:		
Subject: Approval of the Minutes of the Regular Meeting on June 4, 2024. (Staffed by City Secretary Department.) Attachment.		
Background: Record of commission action for the regular meeting of June 4, 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 as submitted.		
Attachments, if any: 240604 Minutes		
Responsibilities upon Approval: Execute and retain.		



MINUTES OF A REGULAR MEETING WESLACO CITY COMMISSION

June 4, 2024

On Tuesday, June 4, 2024, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Adrian Farias
	Commissioner	Josh Pedraza
	Commissioner	JP Rodriguez
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Greg Kerr

ABSENT: None

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, Joe Pedraza, Asst. Director of Planning and Code Enforcement, MariCarmen Garcia, Asst. Library Director, Luz Galindo, HR Director, Albert Aldana, City Engineer, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Rick Mendoza, IT Director, Rosa Badillo, Court Coordinator, George Quilantan, Inframark, Lily Alvarez, Airport and 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, May 31, 2024.

B. Invocation.

Deacon Albert Aldana, St. Joan Of Arc Catholic Church, led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

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

Minutes of the Regular Meeting of June 4, 2024

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E. Mayoral Recognition

1) Proclamation Elder Abuse Awareness Month

Mayor Gonzalez and City Commission proclaimed the month of June as “Elder Abuse Prevention Month” Weslaco.

2) Recognition - Mark Gomez and Adan Moreno, Weslaco Police Department and Octavio Quiroz, Weslaco Fire Department, by the Veterans of Foreign Wars Post

Mayor Gonzalez along with the City Commission and the Veterans of Foreign Wars Post recognized Mark Gomez, Adan Moreno, Police Officers and Octavio Quiroz, Fire Department, for their commitment to the community for their selfless service and valiant efforts.

3) Recognition - Weslaco Lady Panther Softball Team

Mayor Gonzalez and City Commission proclaimed June 1, 2024 as “Lady Panthers Softball State Champions Day” in Weslaco.

4) Recognition - Achievement of Excellence Award - City Secretary Department

Mayor Gonzalez and City Commission recognized the City Secretary Department for receiving the Texas Municipal Clerk Achievement of Excellence Award for 2024.

II. PUBLIC COMMENTS

None.

III. REPORTS

A. Weslaco Chamber of Commerce & Visitor Center.

Barbara Jean Garza, President/CEO, presented the destination marketing report expenditures for May 2024 totaled \$4,212; went over upcoming ribbon and groundbreaking events and networking lunch mob event, a save the date for the Weslaco Lemonade Day is being organized for Aug 3 and more details will follow and stated Weslaco is one of three cities in the RGV that is nationally licensed to offer this program to youth business entrepreneurs.

B. Weslaco Economic Development Corporation.

Steve Valdez, Executive Director EDC, commented on what it meant for the City to have a State softball championship team; can showcase how the city can cultivate winners and nourisher and championship such as the Senior World Series Little League Baseball team and World Championship Boxers in the Figueroa brothers and on behalf of the Board of Directors and staff congratulated the Lady Panther team as the state championship and look forward to the economic value it will bring to Weslaco.

April Castaneda, WEDC, reported staff attended the International Conference of Shopping Centers; met with INDIA Delegation hosted by COSTEP regarding industrial development; will be attending the Select USA Trade Show for industrial recruitment at the end of the month; Texas Roadhouse opened May 27 and doing well and hired 206 employees with 50% from Weslaco; reported South Point Plaza 2 three business coming in and is now full; reported Long John Silver's proposing a new 2,190 sq.ft. bldg., WSS Shoes will be locating at the Shops at North Bridge constructing an 11,100 sq.ft. bldg., Jersey Mike's coming, a local business Tatemeda Salsa working on getting into Costco's, working with 2024-2025 Alfresco activities and extended an invite to the commission for a meeting with downtown businesses tomorrow at 6pm discuss the 4th of July Stars and Stripes event (drone show scheduled for July 5th).

C. Planning and Code Enforcement - Clean Sweep Operations

Joe Pedraza, Asst. Public Works Director, reported on the clean sweep held May 4, was a drive thru event held at the STC pavilion; participation included elected officials, staff and the school district; items collected were anything with the exception of refrigerators with freon and batteries and no issues to report; reported on a property clean-up; stated with the assistance from Building Maintenance and McCoy's (donates material) secured three abandoned homes; presented the partners and departments that assisted; collected 29 tons of trash and debris and 350 tires; phase 2 clean sweep operations is scheduled in the neighborhoods and working on schedule; reported on the dilapidated structure incentive program.

IV. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine, and the Governing Body has been furnished with background and support material 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 Regular Meeting of May 7, 2024 and Special Meeting of May 14, 2024. (Staffed by City Secretary Department.)

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

1) Ordinance 2024-16 adopting a mid-year budget amendment and authorize the Mayor to execute any related documents. (First reading held May 14, 2024; staffed by Finance Department.)

C. Approval of Resolution 2024-53 to enter into an agreement with TX Dot for a public event in the city limits of Weslaco requiring the closure of streets affecting state right-of-way on Texas Blvd/FM 88 between U.S. Business Highway 83 and Sixth Street from 1pm -11pm on the third (3) Thursday of the month from August 2024 to February 2025 for Alfresco Weslaco Music & Art. The event will run from 6 PM – 9:30 PM on the following dates: August 15, 2024;

September 19, 2024; October 17, 2024; November 21, 2024; December 19, 2024; January 16, 2025; and February 20, 2025, waiving fees and ordinances associated with the event; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Building Maintenance, Police, Fire, and EMS Department and authorize the Mayor to execute any related documents. (Staffed by WEDC/Engineering Department.)

D. Approval of Resolution 2024-54 for the sale of wine and beer by a TABC licensed vendor; allowing public consumption of alcohol on the street from U.S. Business Highway 83 to Sixth Street during Alfresco Weslaco Music & Art on the Street, on the following dates: August 15, 2024; September 19, 2024; October 17, 2024; November 21, 2024; December 19, 2024; January 16, 2025; and February 20, 2025; waiving fees and ordinances associated with the event; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Police, Fire, and EMS Department. (Staffed by WEDC.)

E. Approval of Resolution 2024-55 that AEP Texas Central Company's application request for an increase to its electric transmission and distribution rates and charges within the city should be denied and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

F. Approval to solicit bids for the purchase of a van for the collections department and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

G. Approval for staff to solicit proposals for the financing of a Ferrara 107 ft Ladder Truck for an amount not to exceed \$1,230,000.00 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

H. Approval to amend the closure of Farm to Market Rd 88 (Texas Blvd) between US Business 83 Highway and 6th Street to begin at 1:00 pm to 11:00 pm for the 4th of July Drone Display event on July 5, 2024 and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to approve consent agenda withholding item F as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Approval to solicit bids for the purchase of a van for the collections department and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

Marcelo Cosme, Water/Wastewater Superintendent, stated the van would replace a 2006 Ford F150 that equips a camera that is used to televise, record and file recordings of sewer lines and storm lines; the equipment (camera) would be placed into the new van and hoped to budget for a new upgraded camera system next budget year and noted the existing camera would be used as a backup if necessary. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Rodriguez, moved approve the purchase of a van for the collections department as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

V. APPOINTMENTS

A. Discussion and consideration on Resolution 2024-56 appointing members to the Mid-Valley Airport Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department/Airport.)

Norma A. Cantu, City Secretary, stated there were two reappointments for consideration, Bud Payne was nominated by Commissioner Rodriguez and Art Beckwith, nominated by Commissioner Kerr, and Commissioner Gonzalez Jr. nominated Tammy Flores and is considered a new appointment.

Mayor Pro Tem Farias, seconded by Commissioner Lopez, moved to appoint Bud Payne, Art Beckwith and Tammy Flores to the Mid-Valley Airport Advisory Board as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to award or reject lowest bidder, Genuine Security, a one-year contract in the amount not to exceed \$62,400.00 for Security Officer Services for the Weslaco Mid-Valley Airport in response to RFB No.: 2023-24-24 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Homer Rhodes, Purchasing Agent, stated previous commission action approved the solicitation of bids; thirteen responses received and evaluated with the lowest respondent Genuine Security.

Lily Alvarez, Airport staff, went over the measures in place for security that included four gates of which three require access codes and cameras that monitor incoming and outgoing movements. Staff recommended to reject all bids for now and should the need arise for security services will bring back to the commission for direction.

In response to Commissioner Pedraza, Juan E. Gonzalez, City Attorney, stated the RFB stipulates bids may be held for a period of sixty days to allow further review and if staff felt circumstances merit the need for security services it could be brought back for action or an extension to hold the bids could be considered also but if the sixty days lapse it would need to be rebid.

Joel Rivera, Police Chief, stated he was evaluating the need of security services for the new library and stated there is the possibility security services could be needed at the airport on a as needed basis. Chief Rivera suggested the respondents from RFB could possibly fulfill this need.

The City Attorney recommended no action and stated should staff merit the RFB for security services could be beneficial bring back for commission action prior to the sixty days lapse to extend the time for the bids and respondents would need to agree.

No action.

B. Discussion and consideration to enter into an Interlocal agreement between Weslaco Police Department (WPD) and Weslaco Independent School District (WISD) to provide training to WISD security guards under the Firearms Familiarization and Active Shooter Response Course and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Police Department.)

Joel Rivera stated WISD entered a program, The Guardian Program, that allows licensed security guards to carry firearms on campuses; the interlocal will allow 1) Weslaco Police Department to train them on the appropriate use of firearms and familiarization and 2) would have them participate in an Active Shooter Response course to give them the awareness on how law enforcement agencies respond. Staff recommended approval and legal has reviewed.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve an Interlocal agreement between Weslaco Police Department (WPD) and Weslaco Independent School District (WISD) to provide training to WISD security guards under the Firearms Familiarization and Active Shooter Response Course as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration to purchase thirty-one (31) HI LITE w/ AXXII 2 Carriers custom vests with the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant funds in the amount \$25,489.00, from GALLS quote No: 26652312, (Buyboard vendor No: 670-22) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Mayor Pro Tem Farias and Commissioner Rodriguez abstained from vote and discussion.

Joel Rivera stated annually they apply for grant funds towards the purchase of bullet proof vests; the grant appropriated 50% cost participation; state laws require all peace officers be equipped with bullet proof vest that have not expired; currently thirty-one vests need to be replaced and additional vests will be purchased for new hires. Staff recommended approval and is budgeted.

Commissioner Kerr seconded by Commissioner Rodriguez moved to purchase thirty-one (31) HI LITE w/AXXII 2 Carriers custom vests with the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant Funds in the amount of \$25,489.00 as presented. The motion carried; Mayor Pro Tem Farias and Commissioner Rodriguez abstained; Mayor Gonzalez was present and voting.

D. Discussion and consideration to purchase roll off bins from Sourcewell vendor Wastequip Manufacturing Company LLC., Sourcewell contract # 040621-WQI, in an amount not

to exceed \$26,665 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Tadeo Munoz, Sanitation Superintendent, recommended approval for the purchase of 5-thirty-yard roll offs containers in the amount of \$26,665; bins will be added to the current inventory and budgeted.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to purchase roll off bins from Sourcewell vendor Wastequip Manufacturing Company LLC not to exceed \$26,665 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

E. Discussion and consideration to award RFB No.: 2023-24-27 Five Manhole Rehabilitations on Silva Street to the lowest most advantageous bidder, Southern Trenchless Solutions, for an amount not to exceed \$26,305 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Marcelo Cosme, Water/Wastewater Superintendent, stated two bids were received and evaluated; Southern Trenchless Solutions was the most advantageous for the city being \$63,000 lower; consultant recommended to rebid noting concerns regarding clarity and completeness of the initial specifications regarding availability of Super Covers and material used for the walls of the manholes to be sprayed as favored by staff and not rolled on as recommended by the manufacture. Staff recommended approval to award Southern Trenchless Solutions bid in the amount of \$26,305.

Commissioner Pedraza questioned the large gap in bid. Staff opinioned contractors that specialize in this work are limited in the area, the other respondent has been in operations for three years and mobilization and required equipment could have added capital cost to the bid, staff did receive an unofficial bid in the amount of \$32,000. In response to Commissioner Kerr, the bid from Southern Trenchless Solutions is in order with past bids for similar work done by them.

Discussion ensued on the number of manholes still needed for repairs/rehab, the process of how staff is bidding out and why. The City Manager stated for comparison purposes they wanted to see if buy board prices and if the bidding process if quotes/bids received were similiar and staff saw the average price was competitive whether it was a buy board vendor or bidding process.

Commissioner Kerr voiced it would be more favorable to the city to go out for bids in larger quantities. Mayor Gonzalez stated moving forward this would be the goal to get the best pricing for services.

Regarding consultant's concerns on the availability of super covers, staff noted to him those super covers were available to other vendors; no addendums to the bid was done regarding this and the consultant was not on board at the time the RFB were prepared.

Commissioner Kerr seconded by Commissioner Lopez moved to award Five Manhole Rehabilitations on Silva Street to Southern Trenchless Solutions for an amount not to exceed \$26,305 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration of adopting the Financial Policies for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated the General Land Office (GLO) requested additional financial policies be in place that would complement the current ones; would add a set of rules and guidelines to govern the city's financial operations designed to ensure financial activities are managed in a consistent, transparent, and accountable manner. Staff recommended approval.

Commissioner Kerr seconded by Commissioner Lopez moved to adopt the Financial Policies for the City of Weslaco as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration of a contract award to the most responsive bidder for RFB No. 2023-24-25 Border Road Storm Drainage Improvements Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Albert Aldana, City Engineer, stated six respondents were received and Orlando Cruz, Cruz Hogan Consultants, provided a recommendation.

Orlando Cruz, Principal Engineer Cruz Hogan Consultants, went over the six respondents and bids received; evaluated the two lowest bids further because of the difference of \$2,000; both contractors, J&M Construction Site and G-8 Utilities LLC, have not done work for them; went over the experience for J&M Construction that was limited to subcontracting work to developers, paving and drainage work for private contractors, and had minimal work with cities; references were limited and unavailable. G-8 Utilities LLC references were available with good recommendations given; noted J&M Construction did complete the paving and drainage for the new police and fire department because of being hired by the bonding company and did a good job. The recommendation was the second low bidder, G-8 Utilities LLC, be awarded as the most responsive to the scope of work experience for the project.

Commissioner Kerr seconded by Commissioner Lopez moved to award to the most responsive bidder for Border Road Storm Drainage Improvements Project to G-8 Utilities LLC as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

H. Discussion, presentation and interview from sole respondent and possible action on the selection and authorize staff to negotiate a contract with an engineer for RFQ No.: 2023-24-19 Professional Engineering Services for a Water Conservation and Drought Contingency Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance/City Manager.)

Homer Rhodes stated previous commission action approved solicitation of qualifications for engineering services for a Water Conservation and Drought Contingency Plan; a sole response was received from SWG Engineering.

Randy Winston, SWG Engineering, presented a profile of the firm that has been in the Mid-Valley for 79 years; went over the importance of a Water Conservation and Drought Contingency Plan that were two different components; overviewed the benefits and importance of having these plans updated and stated both regulated by TCEQ for compliance that is important when requesting funds from state/federal agency(s); 2009 was the last update to Weslaco's Water Conservation and Drought Contingency Plan; briefly stated Weslaco along with other communities are implementing water restrictions based on their contingency plan to monitor water usage as a result of low reservoirs levels.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to authorize staff negotiate a contract with SWG Engineering for Professional Engineering Services for a Water Conservation and Drought Contingency Plan as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration regarding procurement and continuation of the contract for Public Affairs Prisylla Jasso and status of deliverables related to same, and status as to her work for the Mayor. Possible action. (Requested by Commissioner Kerr and Lopez.)

Commissioner Kerr stated he had questions and concerns regarding how the agreement came to occur.

Commissioner Kerr asked Ms. Jasso when and how the agreement had been done, the scope of work being provided and to whom, the procurement of the agreement, her experience, other entities/offices her services are obliged too and payment.

Prisylla Jasso responded in January she first met the Mayor and assisted him with campaign compliance matters; at a later time, the Mayor conversed to her he was devoted to his position as Mayor and needed assistance in facilitating meetings and on matters and issues effecting the city; her services would assist in advocating for the city and to the commission as a whole but did not meet with any other member of the commission; met with the City Manager and gave him her background but unclear if it was before or after agreement signed, is not doing any campaign work for the Mayor at the moment with the exception of the first week of May and since then only city related activity; expanded on her services with a PAC (Political Action Committee) for state and federal officeholders; provided an outline to the City Manager on her activity with no specified timekeeping; agreement does not define the number of hours and dates to work; her services are provided as instructed by the Mayoral office but does advise the City Manager/Mayor on projects of interest for the city as well as with the Public Relations Office and although the agreement does not state directives could come from any member of the commission she stated it is implied because the agreement specified the work is for the betterment and positive vision for Weslaco

and in working with other municipalities it is understood this extends to the commission; she does not have consultant agreements with cities but does work for elected officials for Pharr, Edinburg, Alamo and San Juan in campaign compliance matters (PAC); did no question the authority of the agreement as she was advised it was considered Professional Services and accepted as it was for a three month period that would allow sufficient time for her to assess if her services were beneficial to the city and if she would be able to maintain her personal business (PAC) at the same time; does not have any type of liability insurance as an independent consultant as it was not requested.

Commissioner Kerr questioned why a consultant was needed.

Mayor Gonzalez responded and stated since elected, his intentions and dedication is to work towards growing the city; has become actively involved with his duties as Mayor because his actions are for the betterment of the city and nothing else; spoke with the City Manager and City Attorney on his thoughts and was guided and advised it could be done; he would not have done it had he been advised against it; stated there is a lot of different grants available, a lot of projects still needed and did not want Weslaco left behind in getting any and all financial assistance available. He stated the agreement was for 3-months to determine its value and bring to the commission for formal action.

Juan E. Gonzalez, City Attorney, stated based on information provided to him that it would be trial basis and the scope of the consultant's work, he researched the local government code regarding when the procurement process is needed, researched the definition of professional services, and looked at the purchasing policy of the city that stated any and all professional services contracts not exceeding \$15,000 are approved by the City Manager. Based on this he advised the City Manager and Mayor the agreement could be done with the authority of the City Manager and noted once he learned the Mayor had executed the agreement, he confirmed with the City Manager if he was agreeable with the agreement as executed; stated his opinion was the agreement is valid as executed with authority of the City Manager.

Martin Garza stated he approved the agreement because it supported the goals and objectives voiced from the Mayor of what he wants for Weslaco; the Mayor is actively involved with meetings with EDC, the public, developers, and staff. Mayor wants to advocate for policy, legislation, funding, and any needs for the city; stated he met with the consultant and discussed those projects that assistance would be needed on to move them forward for completion. He supported the agreement based on her resume and work she has done.

Commissioner Kerr voiced he was disappointed with this matter, and he believed it was illegal for the agreement to have been done and executed and did not agree with the City Attorney that Public Affairs Consultant is considered Professional Services.

The City Attorney stated the commission may terminate the contract, ratify, continue with the contract, or extend it.

Commissioner Kerr seconded by Commissioner Lopez moved to terminate. The motion failed with, Commissioners Kerr and Lopez in favor; Commissioners Pedraza, Gonzalez Jr., Mayor Pro Tem Farias, and Mayor Gonzalez against. Commissioner Rodriguez was present and not voting.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to continue the contract for Public Affairs Prisylla Jasso; evaluate before the three months for continuation and subject to weekly reports to be submitted as presented. The motion carried (4-2); Commissioners Kerr and Lopez against; Mayor Gonzalez was present and voting; Commissioner Rodriguez was present and not voting.

J. 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. (Requested by Commissioner Kerr and Lopez.)

Commissioner Kerr cited his concerns are the same as the subsequent item; the Mayor signed an agreement binding the city without commission action.

Commissioner Kerr seconded by Commissioner Lopez moved to terminate. The motion failed with Commissioner Pedraza, Gonzalez Jr., Mayor Pro Tem Farias, and Mayor Gonzalez against. Commissioner Rodriguez was present and not voting.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to table for the next regular meeting. The motion carried; Commissioners Kerr and Lopez against; Mayor Gonzalez was present and voting. Commissioner Rodriguez was present and not voting.

Commissioner Rodriguez left the meeting at this time and did not participate in executive session.

VIII. EXECUTIVE SESSION

At 7:40 p.m. Commissioner Pedraza seconded by Commissioner Gonzalez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 8:22 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion regarding the 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.

No action.

C. Real Property - Consultation with City Attorney regarding the sale price of real property with LASCO Development for property located at 901 N. Airport Drive as authorized by §551.072 of the Texas Local Government Code.

No action.

D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

Commissioner Kerr seconded by Mayor Pro Tem Farias moved to authorize the City Manager and City Attorney to proceed with the notice of suspension as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

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

Commissioner Kerr seconded by Commissioner Lopez moved to authorize the City Attorney to proceed with the notice to the complainant as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Contract Negotiations – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to negotiations for the Collective Bargaining Agreement with the Police Union (Weslaco Municipal Police Association) as authorized by §551.071 of the Texas Government Code.

Commissioner Kerr seconded by Commissioner Lopez moved to authorize the City Attorney to add a third-party defendant as discussed in executive session. The motion carried unanimously; Mayor Gonzalez was present and voting.

X. ADJOURNMENT

Commissioner Kerr seconded by Commissioner Pedraza moved to adjourn the regular meeting of June 4, 2024 at 8:25 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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-643	
From: REBEKAH DE LA FUENTE			
Subject: 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 held June 4, 2024; 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 Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on 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.			
ADELAIDA VEGA 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.

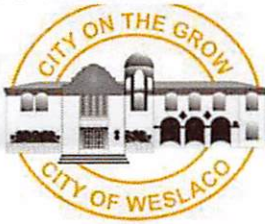
DATE: June 6, 2024

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

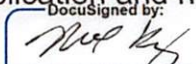
OWNER

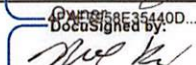
Name South Texas Providential Development, LLC Phone (956) 784-9874

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

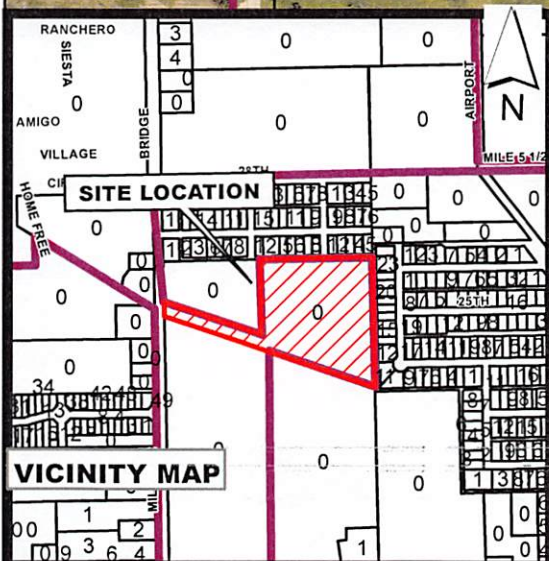
Signature Date

Authorized Agent



1 in = 267 ft

11534E165488N



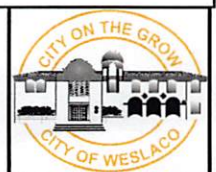
Legend

- 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

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 1213 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.

OPEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ 20____

NOTARY PUBLIC FOR THE STATE OF TEXAS _____

MY COMMISSION EXPIRES _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this DAY _____ of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

P.O.C.
N.W.C.
FARM TRACTS
N:16574291-1963
E:154164-4077

P.O.B.

THURSDAY, 12/11/2013 10:40 AM

CHURMAN, PLANNING AND ZONING COMMISSION

DATE _____

MAYOR, CITY OF NEWLAND

DATE _____

ATTEST: _____ SECRETARY

APPROVED BY NEWLAND AND CAMDEN COUNTY BOARD OF COMMISSIONERS DISTRICT #1

[illegible][illegible]

Parcel Line Table		
Line #	Length	Bearing
L11	21.21	N48° 25' 29.00"W
L12	21.21	N43° 34' 31.00"E
L13	21.21	S48° 25' 29.00"E
L14	21.21	S43° 34' 31.00"W

UNITED Migrant OPPORTUNITY
SERVICE INC
434 AC
DOC. 3177095 H.C.D.R.

57'±200'±T 0.80±
87'±200'±T 0.80±
25'±10'±T 0.50±
25'±10'±T 0.50±

ROW
ROW
DUST ROW
EXISTING 24'±

DOC. _____ HCCDR 1504
OCEANIC CYNTHIA
23.75 AC
DOC. 3042350 H.C.B.R.
FOR RECORDS IN
THE COUNTY OF
LOS ANGELES, CALIF.
LOS ANGELES COUNTY
CLERK
COUNTY NUMBER _____ MAP NUMBER _____
THE MAP RECORDS OF PEACOCK COUNTY, TEXAS

Curve #	Length	Radius	Delta	Chord Distance	Chord Length
C1	62.28	50.00	71.36	5225' 44" 30"E	56.33
C2	57.29	50.00	65.85	5442' 45" 40"W	54.20
C3	63.70	50.00	72.89	5487' 55" 13"W	56.48
C4	60.75	50.00	68.82	5563' 23" 04"W	57.08
C5	68.43	50.00	78.42	5482' 35" 50"W	63.22
C6	54.07	50.00	81.86	5627' 35" 38"E	51.48

GENERAL NOTES

10. ALL PUBLIC UTILITIES EASEMENTS INDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 10.00' FEET AS PER THE HUALCO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. CLEARANCE FOR WATER METERS. AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

12. ALL CONSTRUCTION TO MEET THE HUALAHO COUNTY REQUIREMENTS AND STANDARDS.

13. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HUALAHO COUNTY SUBDIVISION RULES APPENDIX 3.14.

14. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

15. A 5 FT. SIGNAL IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.

16. A 4 FT. SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE RESIDENCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.

18. CONCERNING IS REQUESTED PER CITY ORDINANCE.

23. NO FILL OF PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT.

21. WATER LINES SHALL BE LOOPED NORTH INTO A FUTURE DEVELOPMENT WITHIN 5 YEARS, OTHERWISE THEY SHALL BE CONNECTED EAST INTO THE R.C. BASIN NO. 4 WATER SYSTEM.

22. ALL DRAINAGE EASEMENTS AND PARCELS SHALL BE PRIVATE WITHIN THE PROPERTY LINES AND MAINTAINED BY PROPERTY OWNERS/HOA.

23. LOTS A & B TO BE OUT PARCELS DRAINAGE PARCELS CANNOT BE RE-SUBDIVIDED FOR FUTURE DEVELOPMENT.

0

[illegible][illegible][illegible]

1723

A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,
CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED
IN ACCORDANCE WITH THE REQUIREMENTS OF THE ACTS OF THE LEGISLATURE
OF THE STATE OF TEXAS, AND THAT THE SURVEY WAS MADE UNDER MY
SUPERVISION ON THE GROUND.

COPY _____

[illegible]

REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

COPY

DATE _____

ENGINEER No. 120001

OMAR CANO

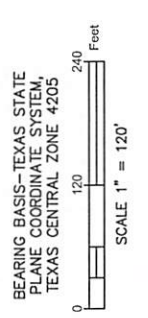
PLLC
EPS

7	PRINCIPAL CONTACTS	DATE: 10/10/2012	TIME: 10:10 AM	LOCATION: 10101
---	--------------------	------------------	----------------	-----------------

OWNER	NAME	ADDRESS	CITY, STATE	ZIP CODE	PHONE
ENGINEER	SOUTH TEXAS PROSIDENTIAL DEVELOP.	1108 HOLSTEN WAY	SAN JUAN	TEXAS 79069	928/1284-887
OWNER	MIAMI CANAL P.L.	135 PASCO DEL PRADO, 317	CONROBER, TEXAS 78539		959/3272-2245
SUPPLIER	MANAGER CATERPILLAR RPLS	4807 GONZALEZ AVE.	LOUISVILLE, KY 40314		513/435-1446

10

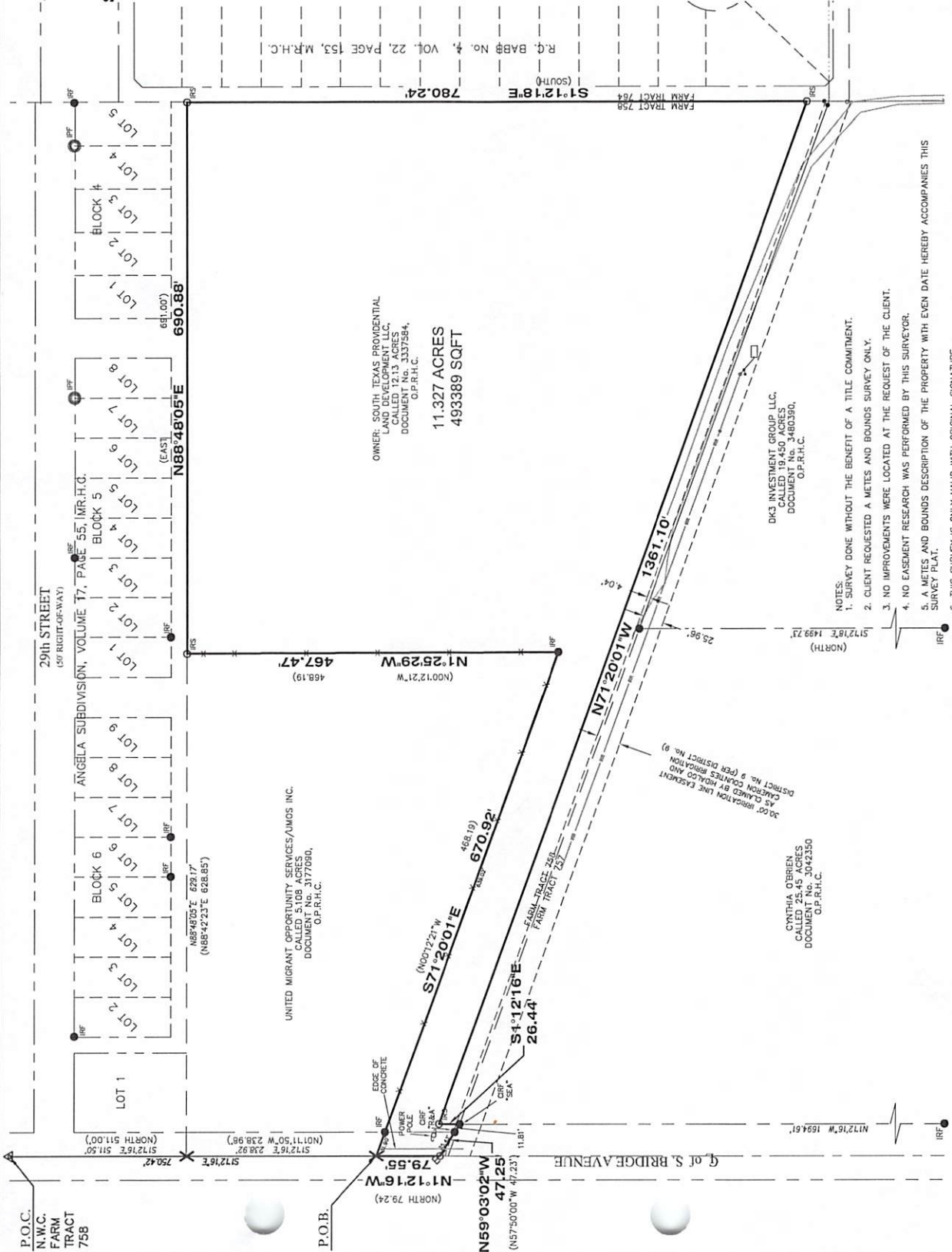
EXHIBIT B
 BEING 11.327 ACRES OF LAND OUT
 OF FARM TRACT 758, THE WEST AND
 ADAMS TRACTS, RECORDED IN
 VOLUME 2, PAGES 34-37, MAP
 RECORDS HIDALGO COUNTY, TEXAS,
 SAME BEING OUT OF A CALLED 12.13
 ACRE TRACT DESCRIBED IN A
 GENERAL WARRANTY DEED,
 CONVEYED TO SOUTH TEXAS
 PROVINCIAL LAND DEVELOPMENT
 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.

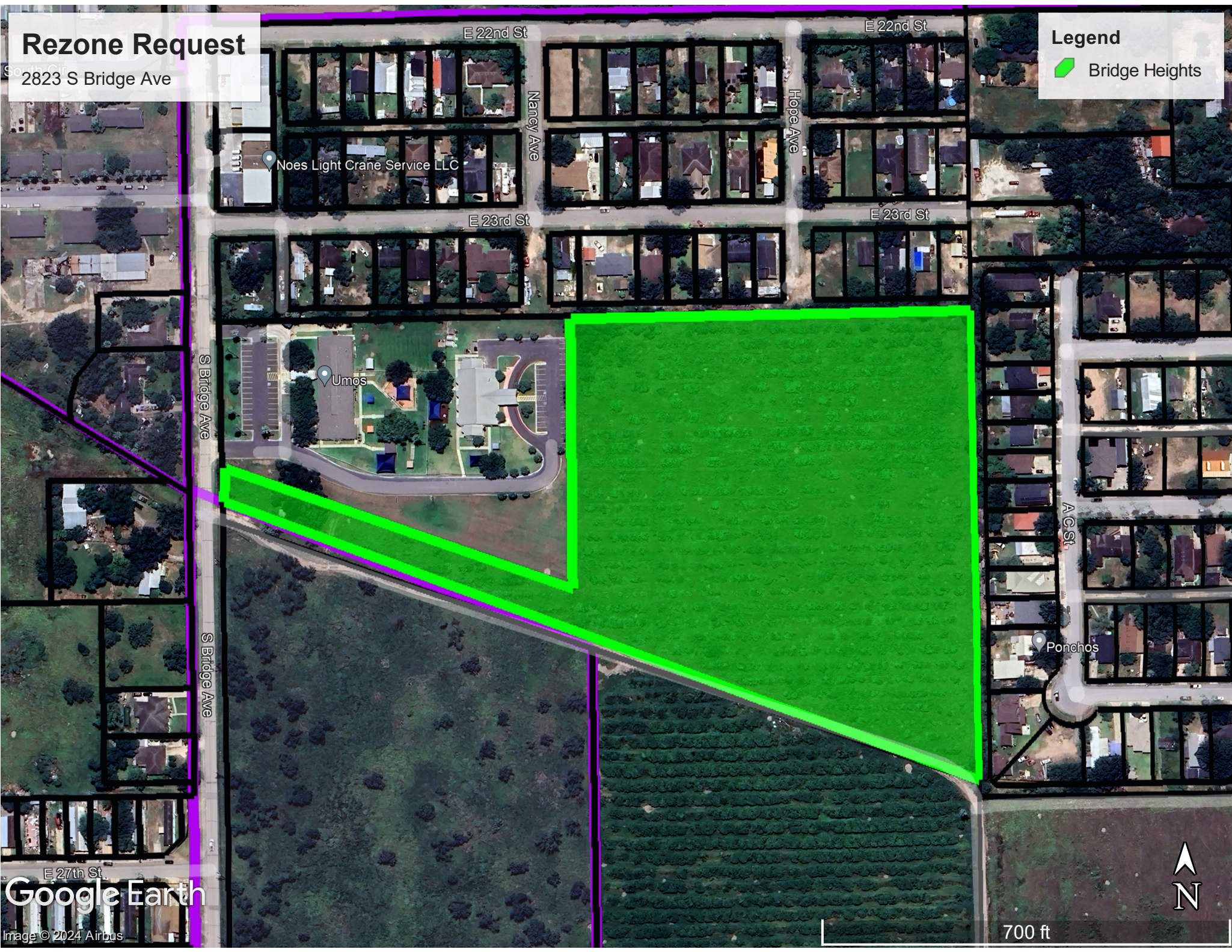
- NOTES:**
1. SURVEY DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
 2. CLIENT REQUESTED A METES AND BOUNDS SURVEY ONLY.
 3. NO IMPROVEMENTS WERE LOCATED AT THE REQUEST OF THE CLIENT.
 4. NO EASEMENT RESEARCH WAS PERFORMED BY THIS SURVEYOR.
 5. A METES AND BOUNDS DESCRIPTION OF THE PROPERTY WITH EVEN 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 2nd day of July 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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-644	
From: REBEKAH DE LA FUENTE			
Subject: 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 held June 4, 2024; 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 Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on 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.			
ADELAIDA VEGA 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

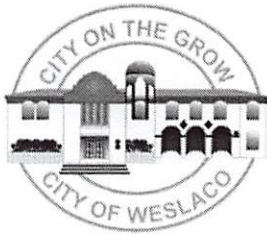
DATE: June 6, 2024

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: _____

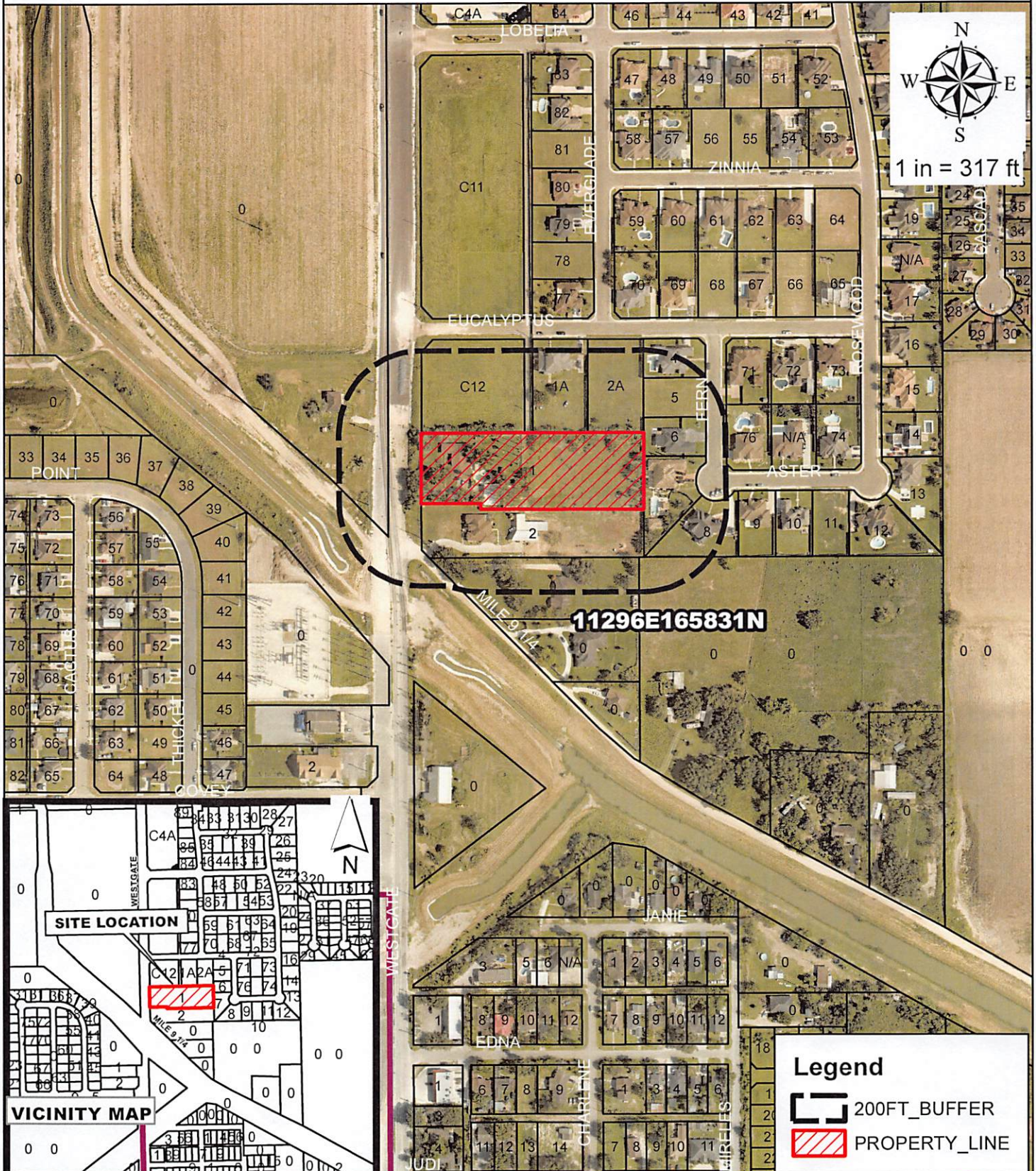
City Pearland State TX Zip Code 77584 E-Mail: Brownrdz85@gmail.com

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

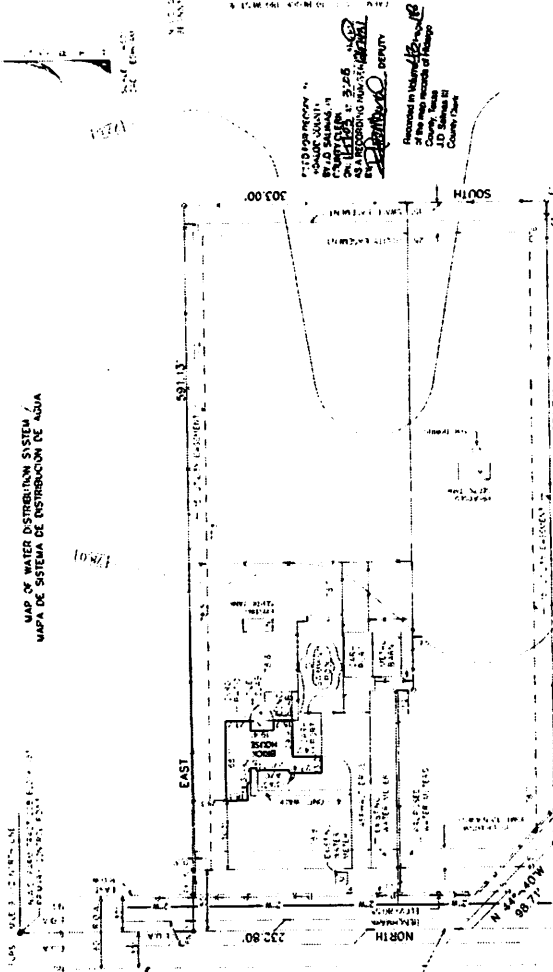
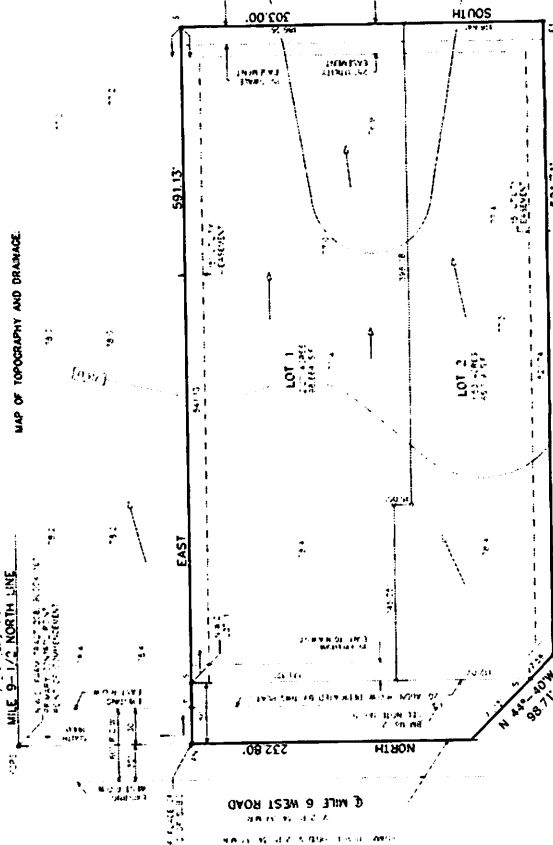
MARTINEZ SALVADOR & JOSEFA 3301 FERN DR WESLACO TX 78599	C8354-00-000-0004-00 COTTON ESTATES CENTRAL LOT 4 0 FERN DR	L: 55144 B: 260936
VALDEZ ANIBAL JR 624 YUCCA ST IMPERIAL CA 92251	C8354-00-000-0005-00 COTTON ESTATES CENTRAL LOT 5 0 FERN DR	L: 55582 B: 0
MONTALVO RAMON III TRUSTEE RAMON MONTALVO LVN 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	

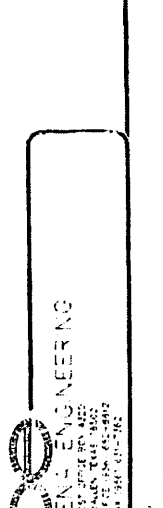
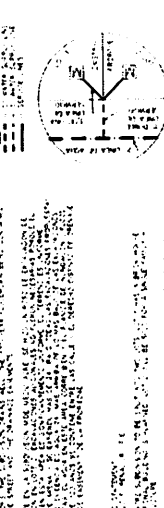
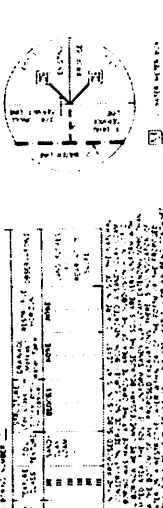
MAP OF WATER DISTRIBUTION SYSTEM
MAPA DE SISTEMA DE DISTRIBUCION DE AGUA

1/2 MILE 9-1/2 NORTH LINE



THESE FACILITIES REPRESENT THE WATER SUPPLY SYSTEM FOR THE SUBDIVISION. THE SYSTEM IS DESIGNED TO SERVE THE SUBDIVISION WITH A MINIMUM OF 100 GPM AT 100 PSI. THE SYSTEM IS DESIGNED TO SERVE THE SUBDIVISION WITH A MINIMUM OF 100 GPM AT 100 PSI. THE SYSTEM IS DESIGNED TO SERVE THE SUBDIVISION WITH A MINIMUM OF 100 GPM AT 100 PSI.

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"JESHUA SUBDIVISION"

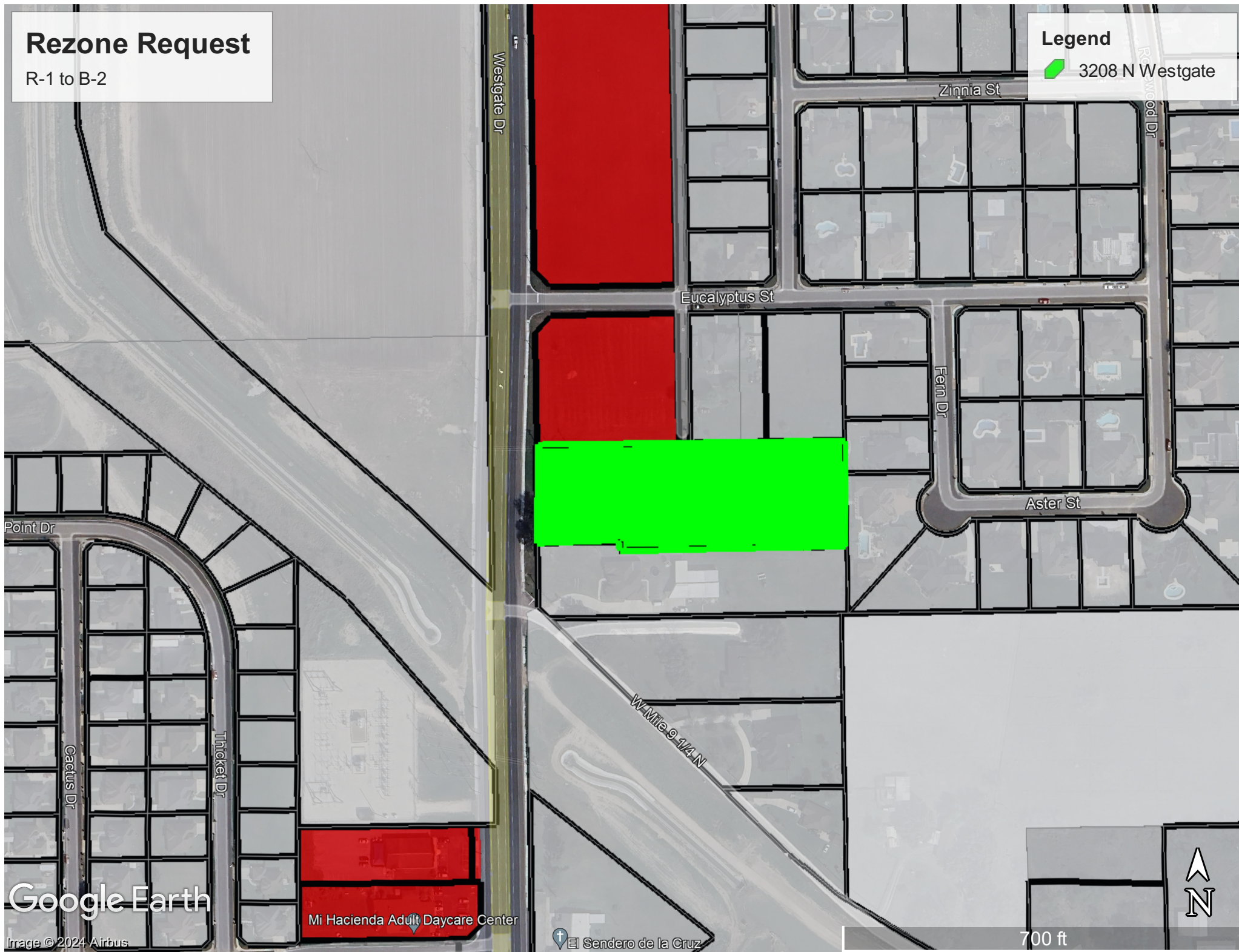
JESHUA SUBDIVISION
ENGINEERING
 10-15-23
 10-15-23

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 2nd day of July 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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2022-5615	
From: ARNOLDO BECHO			
Subject: Approval of a Memorandum of Understanding with Region One for provision of free ESL and GED classes and other adult education opportunities within the library and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment.			
Background: For greater than 7 years now, the library has partnered with Region One to provide free GED and ESL classes for the public. The classes provided by Region One have a proven track record of success and the partnership has been mutually beneficial. There are no financial obligations, and the staff commitment is minimal. The program is administered on a first come, first served basis and has helped many local residents attain their GED and learn English.			
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 Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - MOU with Region One for provision of ESL and GED , MOU_Mayor Joe V. Sanchez Public Libray_2024-2025 - signed			
Responsibilities upon Approval: The Mayor will need to sign MOU. The library will provide the space for the classes and assist with the needs of instructors.			

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 13, 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
Fr: Arnoldo Becho, Library Director
Re: Request to approve a Memorandum of Understanding with Region One for provision of free ESL and GED classes and other adult education opportunities within the library

For greater than 8 years now, the library has partnered with Region One to provide free GED classes to the public. The classes provided by Region One have a proven track record of success and the partnership has been mutually beneficial. The Memorandum of Understanding (MOU) in question outlines the responsibilities of both parties for execution of the partnership.

This year's MOU is virtually unchanged from the previous iterations which served us well. There are no financial obligations, and the staff commitment is minimal, especially considering the benefit to the public. The program is administered on a first come first serve basis and has helped many residents attain their GED. The library strongly supports approval.

This program is an excellent public service that we are happy to have the opportunity to provide to our customers. 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
Phone: 956.973.3144
Email: abecho@weslacopl.us



Memorandum of Understanding

Region One Education Service Center
Office of Adult Education and Mayor Joe V. Sanchez Public Library

This Agreement is entered into between the Region One Education Service Center's Adult Education Program, hereinafter as "Region One ESC" and the **Mayor Joe V. Sanchez Public Library** a nonprofit organization hereinafter referred to as "**Mayor Joe V. Sanchez Public Library**" to establish an adult education and literacy program for eligible participants under provisions of the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act for a period beginning July 1, 2024, and ending June 30, 2025.

I. SCOPE OF SERVICES

Region One ESC agrees to provide:

- Qualified instructional and administrative personnel to provide a well-designed adult education and literacy instructional program.
- Professional development for adult education personnel.
- Instructional materials for adult education courses.
- Instructional supplies as appropriate based on course offerings.
- Assessment instruments to establish academic functional levels and/or progress of participants.
- Will ensure fiscal accountability and provide end-of-year programmatic performance reports.

Mayor Joe V. Sanchez Public Library agrees to provide:

- Safe and secure facilities for the implementation of instructional services to adult learners.
- Fire escape routes posted on the wall, visible to students.
- Contact local police department or school district police department to request patrol for evening classes.
- "Incase of emergency DIAL 911" signs visible in the classroom.
- Assistance to Region One staff with recruitment of adult learners, within and outside of their service area. If program is housed at a school system facility, adult learners are not required to reside and/or be zoned to the system to attend adult classes provided by Region One.
- Access to Internet services and facilities as deemed necessary for the program.

Facility to be used: **Mayor Joe V. Sanchez Public Library**
525 S Kansas Ave, Weslaco, TX 78596

Dates available: **August 2024 - June 2025**

II. CIVIL RIGHTS STATEMENT

The parties to this agreement shall: Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The American Disabilities Act of 1990 (P.L. 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no person shall, on the grounds of race, color, national origin, sex, age, disability, political, or religious beliefs be excluded from participation in, or denied, any

aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination and the Texas Revised Civil Statutes Article 4419b-4, Section 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

III. TERMINATION OF MEMORANDUM OF UNDERSTANDING

During the term of this Agreement, if either party becomes unable or fails to satisfactorily provide the services under this Agreement or decides to terminate for no cause, the Agreement may be terminated by either party with a thirty (30) day written notice.

The validity of this agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

Executed this 10th day of June 2024

Grantor: Mayor Joe V. Sanchez Public Libray]
Address: 525 S Kansas Ave.
City/St/Zip: Weslaco, TX 78596

Region One Education Service Center
1900 W. Schunior
Edinburg, TX 78541

Arnoldo Becho, Director
Mayor Joe V. Sanchez Public Libray


Daniel P. King June 11, 2024 05:02 CDT

Dr. Daniel P. King, Executive Director
Region One Education Service Center



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-664	
From: ARNOLDO BECHO			
Subject: Approval to solicit Request for Bids (RFBs) for security services at the Mayor Joe V Sanchez Public Library and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment.			
Background: The library would like to solicit bids for security services. Staff prefer to solicit options for both an armed security guard and an unarmed security guard. The schedule of our security guard is typically scheduled Monday to Thursday from 2:30 pm to 8:30 pm, Friday from 2 pm to 5:30pm, and Saturday through Sunday from 11:30pm to 5:30 pm. Additional hours are added for events outside these hours. This solicitation does not commit the City of Weslaco to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The City of Weslaco reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety. The agreement resulting from this solicitation will be for a period up to one (1) year with an option for one (1) additional year pending funding availability.			
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:			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
ADELAIDA VEGA ARNOLDO BECHO HOMER RHODES Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - Approval to solicit RFBs for security services at Library , RFB for Security Services - Library			

Responsibilities upon Approval:

Selection by city staff will be followed by Commission review and implementation.

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 26, 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: Homer Rhodes, Maricarmen Garcia
Fr: Arnoldo Becho, Library Director
Re: Request to approve RFBs for security services at the Mayor Joe V Sanchez Public Library

The library would like to solicit bids for security services. Staff prefer to solicit options for both an armed security guard and an unarmed security guard. The schedule of our security guard is typically scheduled Monday thru Thursday from 2:30 pm to 8:30 pm, Friday from 2 pm to 5:30pm, and Saturday thru Sunday from 11:30pm to 5:30 pm. Additional hours are added for events outside these hours.

This solicitation does not commit the City of Weslaco to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The City of Weslaco reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety.

The agreement resulting from this solicitation will be for a period up to one (1) year with an option for one (1) additional year pending funding availability. 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
Phone: 956.973.3144
Email: abecho@weslacopl.us



City of Weslaco

**REQUEST FOR BIDS (RFB) FOR SECURITY OFFICER SERVICES
FOR THE WESLACO MAYOR JOE V. SANCHEZ PUBLIC LIBRARY**

RFB No.: ????????

Bids Due Date: ????????



CITY OF WESLACO

Invitation to Bid

**SECURITY OFFICER SERVICES
FOR THE WESLACO MAYOR JOE V. SANCHEZ PUBLIC LIBRARY**

RFB No.: ????????

Electronic submission of bids addressed to Homer Rhodes, will be accepted via "BIDNET" (link provided in RFB document). RFB deadline **10:00 A.M.** on **????????**, at which time they will be opened and read aloud via ZOOM meeting (Zoom link provided in bid document).

Potential Bidders/Respondents are advised that the bid documents must be downloaded from the City of Weslaco bid stream web page address:

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

Be advised that this website is the primary source of all bid documents. Obtaining bid information from a third-party planning room may lead to incomplete submissions. This website must be monitored regularly for addendums and/or bid notices. Bidders are responsible for obtaining all the necessary information required for a compliant bid.

A non-mandatory Zoom pre-bid conference will be conducted by the city on **????????, at 10:00 AM (Zoom link provided in bid document).**

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of sixty (60) days from the date of the RFB opening without acting for the purpose of reviewing and investigation of the qualifications of each response prior to award. Bids must be submitted electronically through BIDNET, no other forms of bid submission will be accepted.

City of Weslaco

Homer Rhodes / Purchasing Agent

hrhodes@weslacotx.gov

Invitation to Bid

**SECURITY OFFICER SERVICES
FOR THE WESLACO MAYOR JOE V. SANCHEZ PUBLIC LIBRARY**

RFB No.: ????????

Qualified professional individuals/firms interested in responding to this Request for Bids (RFB) should include the 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 respondent.

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>

Invitation to Bid

**SECURITY OFFICER SERVICES
FOR THE WESLACO MAYOR JOE V. SANCHEZ PUBLIC LIBRARY**

RFB No.: [REDACTED],

Procurement Schedule / ZOOM Links

[REDACTED]: Release Request for Bids (RFB)

[REDACTED]: 1st Advertisement of RFB in the Advance News Journal

[REDACTED]: 2nd Advertisement of RFB in the Advance News Journal

[REDACTED]: **ZOOM** Pre-bid Conference at 10:00 AM

[Join Zoom Meeting](#)

[REDACTED], [REDACTED], [REDACTED],

[REDACTED]: Requests for Information - Questions Deadline 5:00 PM

[REDACTED]: RFB Deadline at 10:00 AM **ZOOM** Opening

[Join Zoom Meeting](#)

[REDACTED], [REDACTED], [REDACTED],

Invitation to Bid

SECURITY OFFICER SERVICES

FOR THE WESLACO MAYOR JOE V. SANCHEZ PUBLIC LIBRARY

RFB No.: ????????

Electronic Bids from qualified companies will be received electronically through BIDNET portal for Security Officer Services for the Weslaco Library located at 525 S. Kansas Ave., Weslaco, Texas 78596.

Electronic Bids will be received until 10:00 A.M., Central Standard Time, **????????**, after which time will be opened and read through Zoom meeting. It is the sole responsibility of the Bidder to see that the bid is submitted through BIDNET portal before the deadline.

A review panel will subsequently review and evaluate the bids according to the criteria outlined in this RFB.

This solicitation does not commit the City of Weslaco to award a contract, to pay any cost incurred in the preparation of bids submitted, or to procure or contract for the services. The City of Weslaco reserves the right to accept or reject, any, all, or any part of offers received as a result of this request, or to cancel in part or in its entirety this Request for Bids if it is in the best interests of the city to do so.

Any requests for clarification or additional information deemed necessary by any Bidder to present a proper bid must be submitted through BIDNET Q&A portal or to Mr. Homer Rhodes hrhodes@weslacotx.gov by 5:00 PM on **????????**.

Written questions or requests for clarification must be received before the question deadline stated above. Any request received after the above stated deadline will not be considered. All requests received prior to the above deadline will be responded to in writing in the form of an addendum and posted on BIDNET. It is the responsibility of bidder to view such addenda on BIDNET portal.

Restrictions Applicable to Offers: After issuance of the solicitation, you agree not to discuss this procurement activity in any way with the using governmental unit or its employees, agents or officials. Any communication regarding the submission, evaluation, or award must be solely addressed to Mr. Homer Rhodes.

INTRODUCTION

The City of Weslaco is procuring Security Services for the Weslaco Library located at 525 S. Kansas Ave., Weslaco, Texas 78596.

SPECIAL INSTRUCTIONS

- A. ELECTRONIC BID SUBMITTAL DEADLINE: Bids must be submitted through BIDNET portal deadline 10:00 A.M. CST, **???????**, after which time will be opened and read through Zoom Meeting.
- B. TIME/TERM OF AGREEMENT: The agreement resulting from this solicitation will be for a period up to one (1) year with an option for one (1) additional year pending funding availability, performance satisfaction, and need for services at that time.

The Bidder expressly acknowledges that time is of the essence in completion of each project and that the time limits and dates are critical components of the Agreement. Bidder warrants and represents that it has taken these facts into consideration and has determined that it can complete the Services within the time limits, including time for likely delays caused by weather or from other sources. Successful bidder will not be compensated for any delays, obstructions or hindrances beyond the time set forth herein. Successful Bidder's only remedy for delays, obstructions, or hindrances may be an extension of time to perform the Services, granted solely at the reasonable discretion of the City of Weslaco. Due consideration will be given to claims for an extension of time due to extraordinary circumstances only.

- C. Please provide a rate for an armed security guard and a rate for an unarmed security guard.

D. GENERAL OVERVIEW

The City of Weslaco desires to obtain the services of a professional security agency located at 525 S. Kansas Ave., Weslaco, Texas 78596. The selected agency must demonstrate its firm can provide quality security enforcement, which coincide with the desired end results, required by the City of Weslaco.

1.0 SCOPE OF SERVICES

- 1.1 The security agency shall furnish security services consisting of a uniformed, trained, **armed** security officer to secure the Weslaco Mid Valley Library. Bidder will be responsible for furnishing all materials, supplies, and equipment.
- 1.2 The security officer must have good oral and written communication skills. They must demonstrate good judgment and tact in dealing with all levels of society.

- 1.3 The Library Director or his designee must have the authority to commend and correct the security officer's actions and behavior as it relates to services provided by the offeror.
- 1.4 The officer must be able to fulfill the requirements of the Contract.

2.0 PRIMARY DUTIES OF SECURITY SERVICES CONTRACTOR

- 2.1 Security officer will patrol the building, parking lots, and alleyways.
- 2.2 Security officer will access threats and communicate with library staff as necessary.
- 2.3 Security officer will communicate and cooperate with local law enforcement.

3.0 GENERAL DUTIES OF SECURITY SERVICES CONTRACTOR

Below is a list of duties, which include, but are not limited to, the tasks which may be requested of the awarded Contractor to be performed in fulfillment of the awarded contract.

- 3.1 The Security officer should be specifically trained to be alert and take appropriate action as instructed by their company's operating procedures, rules, and regulations on the following:
 - Emergencies
 - Safety or hazardous conditions
 - Complaints
 - Disturbances or any other actions that would jeopardize the security or safety to property, visitors, or staff

Note: An incident report must be filed on the above actions and a copy forwarded to Library Management.

3.2 Contractor shall be familiar with the Library's safety, security and emergency plans, procedures, protocols and assist as directed. Security must be amenable to coaching with regard to the Library's preferred means for dealing with situations involving minors.

3.3 The Security officer must pay close attention to laws prohibiting the carrying of weapons on public premises, and as with all crimes and emergencies notify proper law enforcement authorities immediately of any violations.

- 4.0 NO SOLICITATION POLICY The distribution of literature from external sources in working areas or in non-working areas during working time is strictly prohibited.

Also strictly prohibited is the solicitation of any kind, for any purpose, from any employee of the security agency.

5.0 PERSONNEL/VISITOR CONTROL Loiterers are not permitted on the premises, most particularly in parking areas and in the vicinity of the security post. Any person observed loitering will be requested to state his/her business and, if he/she has none with the facility, he/she will be requested to leave the premises.

6.0 COMMUNICATIONS

6.1 Telephone: The Bidder will be provided access to a telephone at the Library to conduct necessary work-related business.

6.2 Cellular phones will be provided by the bidder, and the officer must be able to be reached at all times during business hours.

7.0 GENERAL RULES OF CONDUCT

7.1 The Security officer shall not leave their post until properly relieved.

7.2 The Security officer shall avoid expressing their opinions to other officers, Library staff or visitors concerning such controversial matters as politics, religion, pay or policies and procedures.

7.3 The Security officer shall not sell any form of merchandise to any person while on duty or while on the Library.

7.4 The Security officer shall always keep their work area clean and neat.

7.5 The Security officer shall not use Library's office equipment, supplies, etc., unless authorized by Library personnel.

7.6 The Security officer shall always be polite, courteous, respectful and responsive to the staff and public.

8.0 UNIFORMS AND APPEARANCE

Security officers must present a neat, clean appearance. The security officer must wear a uniform that readily identifies the officer as an employee of the contractor. A security officer must look, speak, and act like a professional. Appearance must meet the standard generally accepted for personnel in the business of providing security.

9.0 HOURS OF SERVICE The schedule of our security guard is typically Monday thru Thursday from 2:30 pm to 8:30 pm, Friday from 2 pm to 5:30pm, and Saturday thru Sunday from 11:30pm to 5:30 pm.

Additional hours are added for events outside these hours. Bidder must be able to adjust schedule for events. Typically notice for these schedule adjustments are provided with ample time but occasionally there may be short notice needs. The City of Weslaco will not pay overtime rates or any rates different than those specified in the fully executed contract and any subsequent fully executed contract modification.

10.0 FINANCIAL REPORTING Invoicing is due by the 10th of the month following the month services are rendered.

11.0 HOLIDAYS The facility is closed for routine Holidays.

12.0 CONTACTS

For the day-to-day administration of the security officer service contract, the following personnel are to be the main points of contact. They are to be notified in numbered order of all emergencies, etc., for which Library Personnel should have immediate knowledge. (If the first contact is unavailable then notify the second contact.)

1. Arnoldo Becho
Library Director
956.973.3144 – Cell: 956.458.4983
2. MariCarmen Garcia
Assistant Library Director
(956)968-4533 ext. 2603

INSTRUCTIONS TO BIDDERS

1. Bids, amendments thereto or withdrawal requests must be received by the time advertised for bid opening to be timely filed. It is the vendor's sole responsibility to ensure that these documents are received at the time indicated in the solicitation document.
2. When specifications or descriptive papers are submitted with bid invitation, enter bidder's name thereon.
3. Submit your signed bid on attached bid form.
4. Bidders must clearly mark as "confidential" each part of their bid which they consider to be proprietary information that could be exempt from disclosure. If any

part is designated as confidential, there must be attached to that part, an explanation of how this information is confidential. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the City or its agents for its determination in this regard.

5. By submission of a bid, you are guaranteeing that all goods and services meet the requirements of the solicitation during the contract period.

6. GENERAL PROVISIONS

- a. The City of Weslaco reserves the right to reject any and all bids and to cancel the solicitation.
- b. **BIDDERS QUALIFICATIONS:** Bidders must, upon request of the City furnish satisfactory evidence of their ability to furnish services in accordance with the terms and conditions of these specifications. The City of Weslaco reserves the right to make the final determination as to bidder's ability to provide services requested herein.
- c. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing. The City of Weslaco shall not be legally bound by any amendment or interpretation that is not in writing.
- d. **BIDDERS RESPONSIBILITY:** Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.
- e. **AWARD CRITERIA:** The contract shall be awarded to the lowest responsible and responsive bidder(s) whose bid meets the requirements and criteria set forth in the Invitation for Bids. All items unless otherwise stated will be assumed to meet all specifications and requirements as set forth in the Invitation for Bids. Ambiguous bids which are uncertain as to terms, delivery, or compliance with specifications may be rejected or otherwise disregarded.
- f. **REJECTION:** The City of Weslaco reserves the right to reject any bid that contains prices for services that are unreasonable when compared to the same or other bids if such action is in the best interest of the City of Weslaco and the Weslaco Library.

- g. COMPETITION: This solicitation is intended to promote competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested vendor to notify the City in writing so as to be received prior to the opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.
- h. CORRECTION OF ERRORS ON THIS BID FORM: All prices and notations should be printed in ink or type-written. Errors should be crossed out, corrections entered and initialed by the person signing the bid. Erasures or use of typewriter correction fluid may be cause for rejection. No bid shall be altered or amended after specified time of opening.

GENERAL CONDITIONS

- 1. DEFAULT: In case of default by the contractor, the City of Weslaco reserves the right to purchase any and all items in default in the open market, charging the contractor with any additional costs. The defaulting contractor shall not be considered a responsible bidder until the assessed charge has been satisfied.
- 2. NON-APPROPRIATIONS: All Bidders are notified that the contract for this service is contingent upon budgetary appropriations. In the event that funding is eliminated, decreased, or not granted, the City reserves the right to terminate any RFB; any contract awarded hereunder or modify any contract or this RFB accordingly. The City of Weslaco makes no representations that any contract will be awarded to any Bidder responding to this RFB.
- 3. CONTRACT ADMINISTRATION: Questions or problems arising after award of this contract shall be directed to
Arnoldo Becho
Library Director, City of Weslaco
956.973.3144
525 S. Kansas Ave.,
Weslaco, Texas 78596.
- 4. FORCE MAJURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the contractor. If the

failure to perform is caused by default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

5. **SAVE HARMLESS:** The successful bidder shall indemnify and save harmless the City of Weslaco, agents, and employees, from all suits or claims of any character brought by reason of infringing on any patent, trademark or copyright infringement or claim is based upon the Bidder's use of material furnished to the City of Weslaco.
6. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the services provided are endorsed or preferred by the User.
7. **Texas LAW CLAUSE:** Upon award of a contract under this bid, the person, partnership, association, or corporation to whom the award is made must comply with the laws of Texas which require such person or entity to be authorized and/or licensed to do business in this State, by submission of this signed bid, the bidder agrees to subject himself to the jurisdiction and process of the courts of the State of Texas, specifically Hidalgo County, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.
8. **TERMINATION:** Subject to the provisions below, the contract may be terminated for any reason by the City of Weslaco providing a 30 day advance notice in writing is given to the contractor.
 - a. **Termination for Convenience:** In the event that this contract is terminated or cancelled upon request and for the convenience of the City without the required thirty (30) days advance written notice, then the City may negotiate reasonable termination costs, if applicable.
 - b. **Termination for Cause:** Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provisions; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived and the default provision in this bid shall apply.
9. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and

employment of the disabled, and concerning the treatment of all employees, without regard or discrimination of protected classes.

10. RESTRICTION/LIMITATIONS: No purchases are to be made from this contract of any item that is not listed or of any item that is currently authorized under any contract awarded prior to this contract.
11. INDEMNIFICATION: Contractor shall protect, indemnify and hold harmless the City of Weslaco, It's Commissions, Board, Officers, employees or its respective agents from and against any loss, cost, damage or expense, including without limitation, reasonable attorneys' fees relating to or arising out of injury or death to a person or damage to property, including work in progress or any claims against the City, it's Board, Officers, employees or it's respective agents caused by or alleged to be caused by any negligent act, error or omission of Contractor or any subcontractor retained by or through Contractor or any of their employees, workmen, servants or agents. Contractor further agrees to protect, indemnify and hold harmless the City of Weslaco or their respective agents from any and all penalties imposed on account of the violation of any law, rule or regulation by Contractor or any Contractor's employees, workmen, servants or agents. The indemnification provisions in this section shall survive termination of this Agreement.
12. OTHER INFORMATION: State and Federal funds received by the City will be used as a component of the overall funding. Accordingly, the selected firm will be required to comply with all applicable State/Federal regulations and contracting provisions required by the State and Federal funding authority, including 49 CFR Part 31 – Allowable Costs, Civil Rights, Disadvantaged Business Enterprises (DBE), and other applicable assurance provisions. In addition, the contract must be in compliance with federal, state, and local requirements applicable to such contracts.
13. INSURANCE REQUIREMENTS Contractor will maintain public liability insurance policy with respect to the requirements of this contract, naming the City of Weslaco as an additional insured, with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence based with respect to both bodily injury and property damage. Contractor shall deliver to the City a certificate of insurance naming the City of Weslaco as additional insured at least fifteen (15) days prior to the commencement of the term of this contract and a renewal certificate at least fifteen (15) days prior to the expiration of the certificate. Said certificates must provide for thirty (30) days' notice to the City in event of material change or cancellation.

BID FORM

Bidder Name: _____

The undersigned hereby offers to furnish all services, materials, supplies, equipment, labor and supervision necessary to provide Security Services to the Weslaco Library.

BID PRICES:

Quantity	Description	Hourly Rate
1 Site	Security Services	\$ _____

Respectfully submitted this ____ day of _____ 2024.

Company Name _____

Authorized Signature _____

Name and Title (type or print) _____

Business Address _____

Telephone Number _____ Fax Number _____

Contractor's Federal Tax I.D. No. _____

Principal of Company (e.g., Name of President, General Partner, Owner, etc.)

Insurance Amounts: _____

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

ADDENDA

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

**CITY OF WESLACO
DISCLOSURE OF INTERESTS**

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

Date: _____

FIRM NAME: _____

ADDRESS: _____

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

DISCLOSURE QUESTIONS

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

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

Name	Title	Department

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

Name	Title	Department

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 RFB 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: _____



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-665	
From:			
Subject: Approval to amend the Tyler Technology agreement, which will allow the migration of several modules from ERP 9 to ERP Pro 10 and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment.			
Background: In October 2018, the City migrated partially from ERP 9(Incode 9) to ERP Pro 10 (Incode X). We migrated the majority of our financial modules, like HR, Payroll, General Ledger. The plan was in December 2019, to migrate the rest of the modules, but it did not come into fruition due to several factors. The City will now need to upgrade the remaining modules: AR, Municipal Court, Utilities, and Cashiering so that all our major functions are on the same financial reporting system.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends approval.			
Attachments, if any: Weslaco, TX Amendment 042424, Weslaco UB and CT Migration 03-18-24			
Responsibilities upon Approval:			



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Weslaco, Texas, with offices at 255 South Kansas Avenue, Weslaco, Texas 78596 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated June 15, 2000 ("Agreement");

WHEREAS, on September 26, 2016, Client and Tyler agreed to migrate the Tyler Software licensed to Client under the Agreement to a new version as indicated in Tyler's proposal titled "Proposal - Incode 10 Migration";

WHEREAS, Client desired to delay Tyler's provision of migration services for certain Tyler Software included in the Proposal – Incode 10 Migration; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement to remove those undelivered migration services as set forth herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following undelivered migration services are hereby removed from the Agreement:

Software Module	Hours	Total
Miscellaneous Accounts Receivable	12	\$1,500
Incode Court Case Management Suite Criminal Court Case Management Court /Police (non-Incode) Interface Collection Agency Export Interface	96	\$12,000
Incode Customer Relationship Management Utility CIS Third party charge import Utility Payment Import Utility handheld meter reader interface Cashiering	90 32	\$11,250 \$4,000

2. Should Client decide to migrate the above Tyler Software, Client will repurchase migration services at Tyler's then-current rates.

3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Weslaco, TX

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**Sales Quotation For:**

City of Weslaco
255 S Kansas Ave
Weslaco TX 78596-6285
Rosie Cavazos
9569683181
rcavazos@weslacotx.gov

Quoted BY	Robin Reeves
Quote Expiration	9/10/24
Quote Name	ERP Pro 10 Migraion Court and Utility Billing

Tyler Migration Services	
Description	Total
ERP Pro powered by Incode	
ERP Pro 10 Financial Management Suite	
Accounts Receivable Services	\$ 1,440
Accounts Receivable	
ERP Pro 10 Customer Relationship Management Suite	
Customer Relationship Management Services	\$ 24,720
Cashiering	
Third-Party Printing Interface	
Utility Billing Water/Gas	
Utility Payment Import Interface	

Third-Party Charge Import

Other Services	
Project Management	\$ 3,000
Municipal Justice powered by Incode	
Municipal Justice 10 Suite	
Court Services	\$ 14,880
Project Management	\$ 3,000
Citation Issuing Device Interface	
Collection Agency Export Interface	
Court/Police Third-Party Interface (Import or Export of Citations/Warrants/Dispositions)	
Criminal Case Manager	
Total:	\$ 47,040

Summary	One Time Fees	Recurring Fees
Total Tyler Services	\$ 47,040	
Summary Total	\$ 47,040	\$ 0
Contract Total	\$ 47,040	

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

SaaS is considered a term of one year unless otherwise indicated.

Cashiering	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
Utility Billing Water/Gas	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
Utility Payment Import Interface	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:	_____	Date:	_____
Print Name:	_____	P.O.#:	_____



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-656	
From: Albert Aldana			
Subject: Approval to solicit bids for the extension of 200 LF of metal beam guardrail fence along Mile 9 N Rd east of FM 1015 and authorize the Mayor to execute any related documents. (Staffed by Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Albert Aldana Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 06-27-2024CC_Mile 9N MBGF			
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

TO: Mayor Adrian Gonzalez, City Commissioners,
& Mr. Garza, City Manager

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

RE: **APPROVAL TO SOLICIT BIDS
PROPOSED MILE 9N RD MBGF EXTENSION**

This item seeks your approval to solicit bids for the proposed Mile 9N Rd Metal Beam Guardrail Fence extension.

Engineering evaluated Mile 9N Rd east of FM 1015 and the distance between the edge of pavement and the top of slope for the existing ditch on the south side and determined that there is not sufficient clear zone distance for an errant vehicle to recover before the ditch slope.

As a result, engineering recommends that the existing metal beam guard be extended by 200 LF to the east. This will provide safer roadway conditions along Sugarcane Rd.

Staff recommends approval.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aldana', is written over a light blue circular stamp.

ATTACHMENTS: Exhibit

APPENDIX



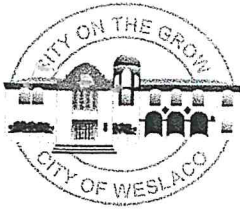
Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-678	
From:			
Subject: Approval to accept a negotiated settlement agreement regarding AEP Texas Inc's request to increase its electric transmission and distribution rates and charges as recommended by the consultants Lloyd Gosselink Rochelle & Townsend, P.C. (Staffed by City Manager.)			
Background: The commission previously approved to deny AEP's application for an increase to its electric transmission rates and charges and approved the consultants Lloyd Gosselink Rochelle & Townsend, P.C. to evaluate the merits of the application. The consultants have reached a reasonable resolution with AEP that will have an appropriate reduction. Accepting the agreement would save on expensive litigation fees. Staff recommends approval.			
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.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-661	
From:			
Subject: Discussion and consideration on Resolution 2024-59 appointing a member to the Citizens Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary/Engineering Department.) Attachment.			
Background: An appointment to the Citizens Drainage Advisory Board will be needed as a result of a term that is set to expire. Two board applications have been received for consideration.			
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 Albert Aldana Martin Garza		Created	
City Manager Comments: Approve the nominee as recommended by the governing body.			
Staff Recommendation: Approve.			
Attachments, if any: Board App - Sandra Reyna rcvd 06-25-24_Redacted, Board App - Homer Saenz, R2024-59 board appt Drainage Advisory			
Responsibilities upon Approval: Execute, retain and notify the appointee and department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Sandra Reyna DATE: 6/25/24

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

MAILING ADDRESS: Same

TELEPHONE: (Residence) [REDACTED]

E-MAIL ADDRESS: _____

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

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
Animal Service Committee

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

AMBULANCE ADVISORY BOARD _____
ANIMAL SHELTER ADVISORY BOARD _____
BOARD OF ADJUSTMENTS - BUILDING _____
BOARD OF ADJUSTMENTS - ZONING _____
CITIZENS DRAINAGE ADVISORY BOARD ☒ _____
CIVIL SERVICE BOARD _____
ECONOMIC DEVELOPMENT CORPORATION _____
HOTEL OCCUPANCY TAX ADVISORY BOARD _____

WESLACO RECYCLING TASK FORCE _____
PARKS & RECREATION ADVISORY BOARD _____
MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
PLANNING & ZONING COMMISSION _____
TOWER OF HONOR _____
WESLACO AIRPORT COMMITTEE _____
BLUE RIBBON COMMITTEE (Iwo Jima) _____
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

RECEIVED

JUN 25 2024

BY: CSD-AV



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: HOMER SAENZ DATE: 6/27/2024
HOME ADDRESS: 2309 Northgate Cir, Weslaco, TX 78596
() Inside City Limits (X) Outside City Limits
MAILING ADDRESS: _____
TELEPHONE: (Residence) _____ (Cell) 210-668-8289
E-MAIL ADDRESS: homersaenz.70
OCCUPATION: (If retired, indicate former occupation or profession.)
IT Systems

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:

Rota
Weslaco East Parent Board

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 _____
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

RECEIVED

JUN 27 2024

BY: CSTD-AV



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

6/27/21

Date

Homer S

Applicant's Printed Name

RESOLUTION NO. 2024-59

**A RESOLUTION OF THE CITY OF WESLACO, TEXAS
APPOINTING A MEMBER TO THE CITIZENS DRAINAGE
ADVISORY BOARD**

WHEREAS, the City Commission passed and approved Ordinance 2019-23 an ordinance amending Part II-Code of Ordinances, Chapter 2 Administration by providing a new article; establishing Article XI. Drainage; creating Section 2-280 through Section 2-284; creating a Citizens Drainage Advisory Board;

WHEREAS, Section 2-282 states the terms of members shall be for no more than two (2) three (3) year staggered terms for a total of no more than six (6) years.

WHEREAS, Members of the board shall serve without compensation.

WHEREAS, the term for a member is set to expire July 25, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following individual is appointed to serve on the Citizens Drainage Advisory Board.

PASSED AND APPROVED on this 2nd day of July 2024.

NAME

TERM ENDING

07/02/2027

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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-651	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Interlocal Agreement between the City of Weslaco and the City of Donna for Sanitary Sewer Utility Services of Midway Estates Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: Midway Estates is a proposed 48-lot development located within the City limits of Donna. Currently, the City of Donna does not have any sanitary sewer lines available to service this area. The City of Weslaco has an 8" sanitary sewer line that the developer is proposing to utilize, until the City of Donna is able to extend their services. The fees for sanitary sewer will be paid out to NAWSC as the water purveyor for the area, and they will in turn payout the City of Weslaco. Staff has already begun the review of the construction plans for this development and are currently waiting on revisions to continue to proceed forward with this project.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the interlocal agreement			
Attachments, if any: Interlocal Agreement for Sanitary Sewer Utility Services between City of Donna and the City of Weslaco, Midway Estates Plat			
Responsibilities upon Approval: Staff will advise the City of Donna and the developer			

**Interlocal Agreement for
Sanitary Sewer Utility Services
Between the City of Donna and the City of Weslaco**

THIS AGREEMENT, entered into this 5th day of September 2023 by and between the City of Donna and the City of Weslaco.

WITNESSETH THAT:

WHEREAS, the City of Donna desires to connect a temporary sanitary sewer service line to an existing sanitary sewer supply line from the City of Weslaco to provide service to a proposed subdivision. The City of Donna desires to engage the City of Weslaco to allow the temporary service line connection to the City of Weslaco's existing sanitary sewer supply system until permanent sanitary sewer line improvements from the City of Weslaco to provide service to the proposed subdivision are completed.

NOW THEREFORE, the parties do mutually agree as follows:

Section 1. Period of Service

The City of Donna proposes to enter into agreement with the City of Weslaco for a period of Twenty (20) years or until work is completed. **THIS AGREEMENT**, entered into this 5th day of September 2023 by and between the City of Donna and the City of Weslaco and shall remain in force for Twenty (20) years thereafter, or until permanent sanitary sewer line improvements by the City of Donna are completed.

Section 2. Scope of Service

Part II, Scope of Service, is hereby incorporated by reference into this Agreement.

Section 3. Access to information

It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the City of Weslaco by the City of Donna if required. No charge will be made to the City of Weslaco for such information, and the City of Donna will cooperate with the City of Weslaco in every way possible to facilitate the performance of the work described.

Section 4. Compensation and Method of Payment

The City of Donna will pay the City of Weslaco all necessary fees for the installation of the service line connection. Upon connection of the service line, the City of Weslaco will send the sewer bill to the temporary homeowners hereby known as "Midway Estates Subdivision". Midway Estates Subdivision agrees to pay all sanitary sewer services at the City of Weslaco's set sewer rate.

Section 5. Indemnification

The City of Donna shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the City of Weslaco and its agency member from and against them.

Section 6. Termination

The City of Weslaco shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified whenever the City of Weslaco has determined that the Corporation has failed to comply with any term of this contract. The City of Weslaco shall notify the City of Donna in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial determination, the portion of the contract to be terminated.

Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

Section 7. Miscellaneous Provisions

1. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County Texas.
2. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assignees where permitted by this Agreement.
3. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not effect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
4. If any action at law or in equity is necessary to enforce or interpret the terms of the Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
5. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

Accepted and Agreed To This 11th Day of June, 2024.



City Mayor
City of Donna

City Mayor, Adrian Gonzalez
City of Weslaco

ATTESTED:

City Secretary, Norma A. Cantu

APPROVED AS TO FORM:

City Attorney, Juan E. Gonzalez

Part II
SCOPE OF SERVICES

The City of Donna does not currently have a sanitary sewer supply line within feasible connection distance to a proposed subdivision.

The City of Donna is proposing the construction and installation of a temporary sanitary sewer line connection to the existing sanitary sewer manhole that is owned by the City of Weslaco. This will be a temporary service line connection as the City of Donna currently has a plan to extend an existing sanitary sewer line approximately 4000LF to service the proposed subdivision known as Midway Estates Subdivision. The City of Donna will furnish and install all necessary material to comply with the City of Weslaco standards and will coordinate with city inspectors to ensure connection meets standards and specifications. Upon completion of the permanent improvements by the City of Donna, the temporary service connection will be removed from the City of Weslaco's manhole and installed to the permanent improvements.

CIVIL CONSTRUCTION SET
MIDWAY ESTATES
S MIDWAY RD
DONNA, TEXAS

TRIMAD

TEXAS FIRM No. F-18526
1803 NOZELLE ST. PHARR, TEXAS 78577
PH. (956) 688-8860
RSALAZAR@TRIMADSTX.COM
JPEREZ@TRIMADSTX.COM

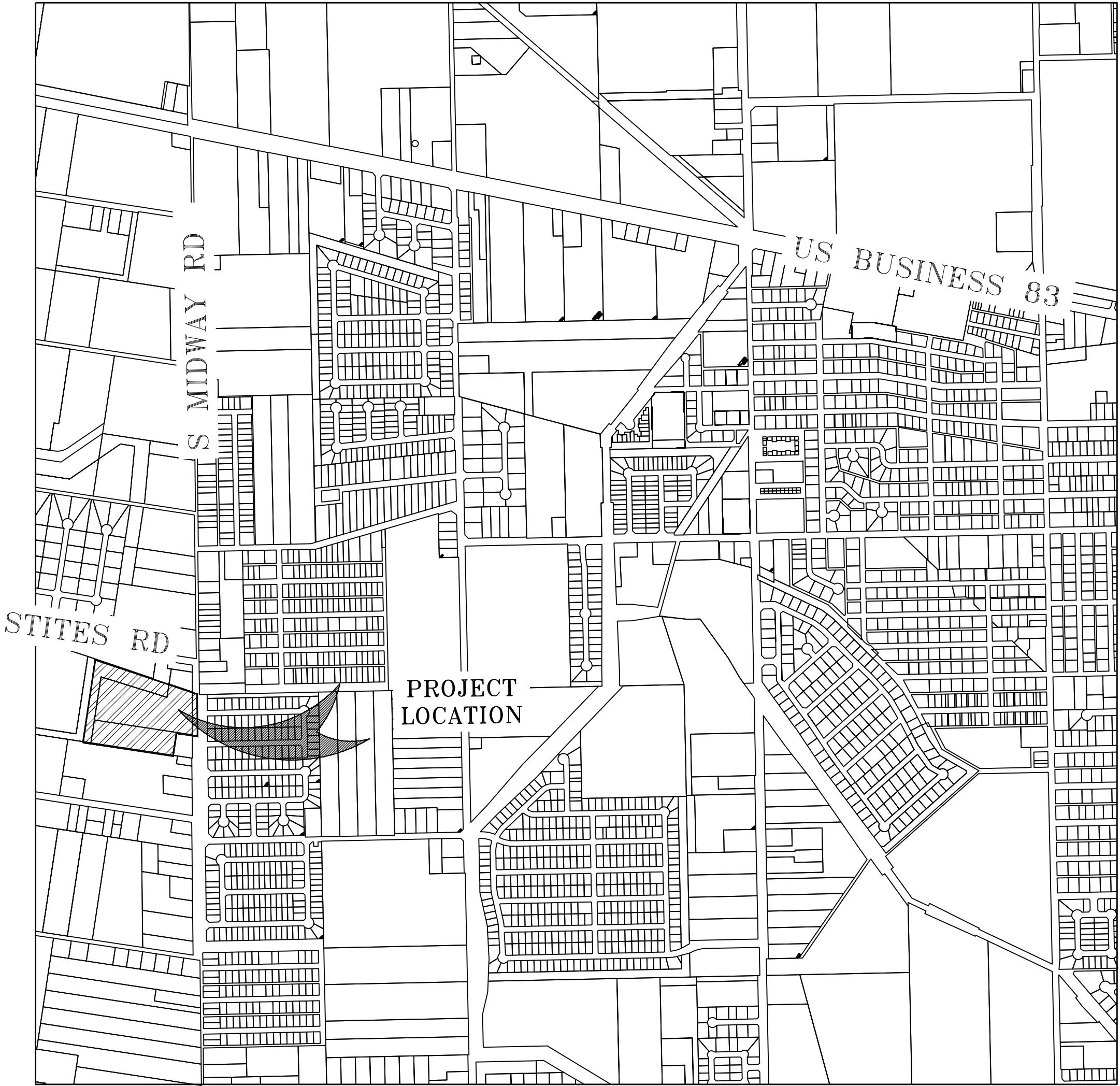
PRELIMINARY
NOT FOR CONSTRUCTION
This document is released for
DESIGN REVIEW
only under the authority of
RICARDO SALAZAR, P.E.,
No. 125392 on MAY. 2024

COVER SHEET
MIDWAY ESTATES
DONNA, TEXAS

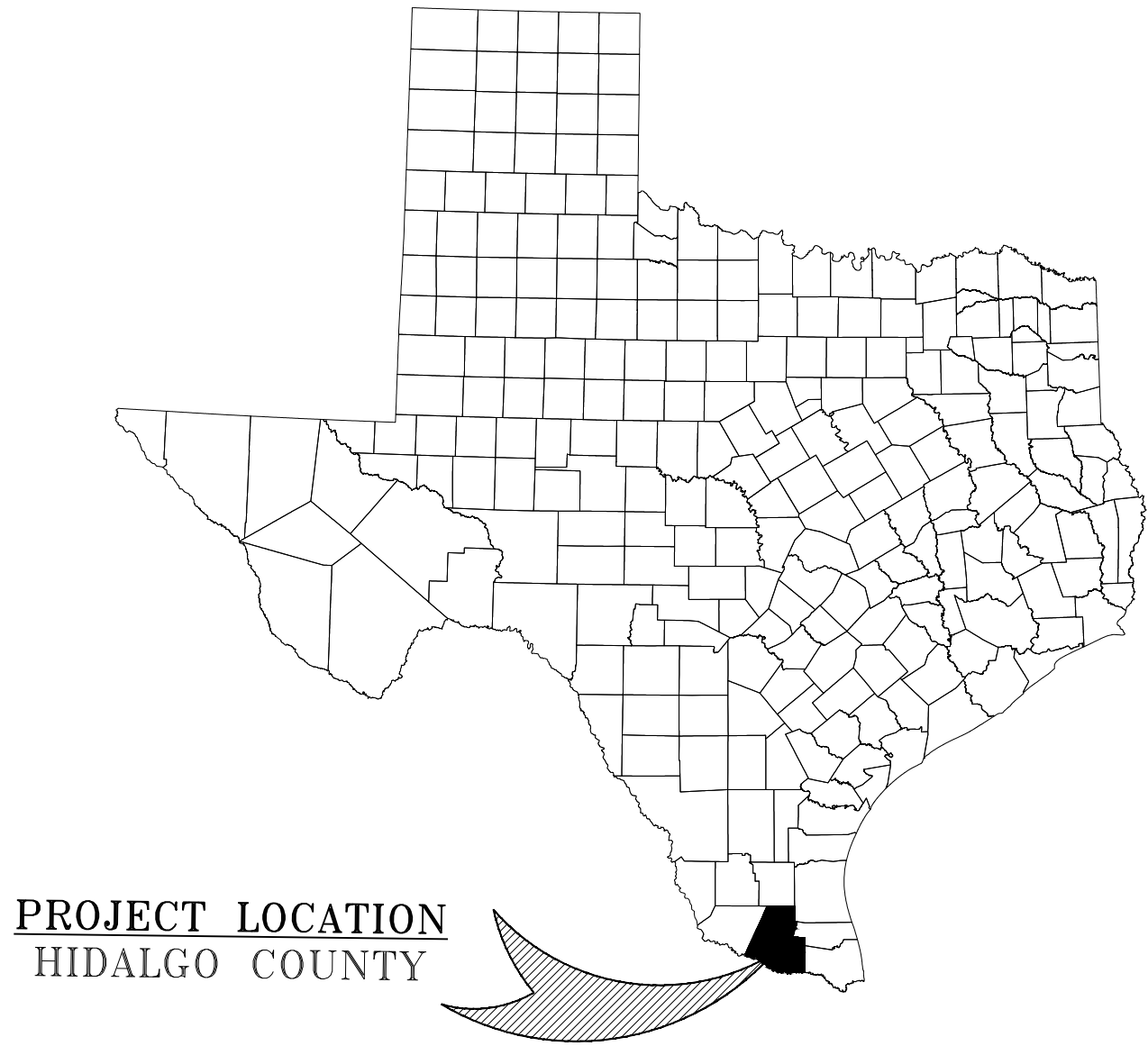
PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 1 OF 24

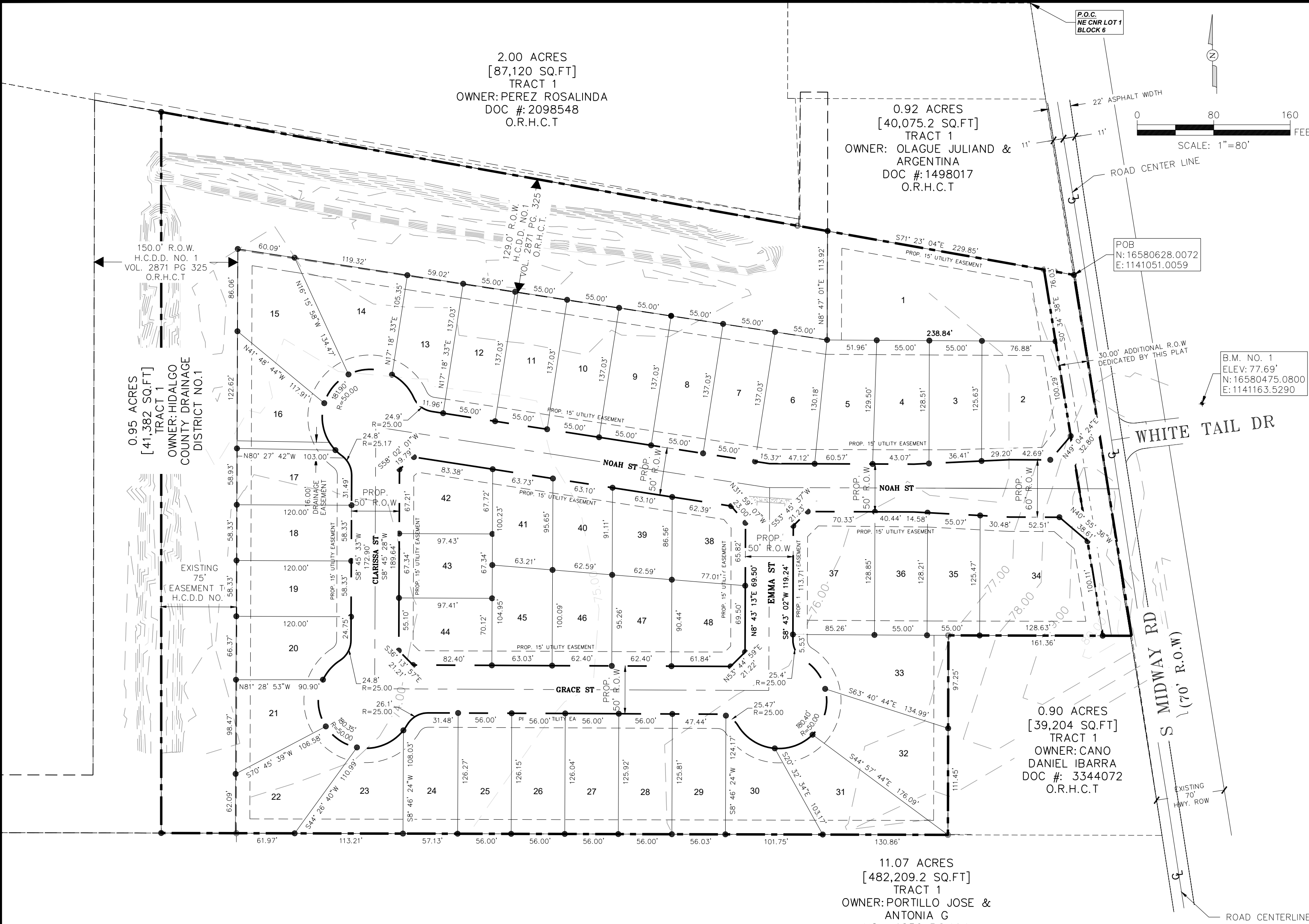
SHEET LIST TABLE	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	PLAT
3	GENERAL NOTES
4	EXISTING CONDITIONS
5	EROSION CONTROL PLAN
6	OVERALL WATER PLAN
7	OVERALL SEWER PLAN
8	SEWER A PLAN & PROFILE I
9	SEWER A PLAN & PROFILE II
10	SEWER A PLAN & PROFILE III
11	SEWER B PLAN & PROFILE II
12	SEWER B PLAN & PROFILE I
13	OVERALL STORM DRAIN PLAN
14	STORM DRAIN PLAN I
15	STORM DRAIN PLAN II
16	STORM DRAIN PLAN III
17	NOAH ST PAVING P&P
18	CLARISSA ST PAVING P&P
19	GRACE ST PAVING P&P
20	EMMA ST PAVING P&P
21	WATER DETAILS
22	SEWER DETAILS
23	PAVING DETAILS
24	PAVING DETAILS II
25	STORM DRAINAGE DETAILS



LOCATION MAP
NOT TO SCALE



PROJECT LOCATION
HIDALGO COUNTY



CITY OF DONNA
PLANNING & ZONING COMMISSION CERTIFICATE

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

DATED THIS _____ DAY OF _____, 2024, A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION _____ DATE _____
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

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

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

PAUL E. SESIN, P.E., C.F.M. _____ DATE _____
GENERAL MANAGER
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RICARDO SALAZAR, P.E., A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

RICARDO SALAZAR, P.E. _____ DATE _____
LICENSED PROFESSIONAL ENGINEER NO. 125392
FIRM REGISTERED No. F-18526

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MANUEL CARRIZALES, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER SURVEYING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

THIS PLAT IS FOR PRELIMINARY REVIEW ONLY

MANUEL CARRIZALES, RPLS # 6388 _____ DATE _____
TBPLS FIRM NO. 10194417
4807 GONDOLA AVENUE,
EDINBURG, TEXAS 78542
512-470-1489
fmcad@gmail.com

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE S 232.028(a)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MIDWAY ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE _____ DATE _____

HIDALGO COUNTY CLERK _____ DATE _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MIDWAY ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, OWNER OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFERREES (HEREIN CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREIN CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTERLINE THEREOF BEING THE PIPELINE INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

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

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

INDEX OF SHEETS
SHEET 1. -- HEADING INDEX: LOCATION MAP AND E.T.; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, PLAT ATTESTATION; COUNTY CLERK'S RECORDING CERTIFICATION; CITY OF DONNA MAYOR CERTIFICATION, CITY OF DONNA PLANNING DEPT. CERTIFICATION, HCOO NO. 1 CERTIFICATION; NORTH ALAMO WSG STATEMENT; HEALTH DEPARTMENT CERTIFICATION, AND COUNTY JUDGE'S CERTIFICATION, REVISION NOTES.

SHEET 3. -- DESCRIPTION OF WATER DISTRIBUTION SYSTEM AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT, AND CONSTRUCTION DETAILS.

SHEET 4. -- SANITARY SEWER (WASTE WATER) COLLECTION SYSTEM AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENTS, AND CONSTRUCTION DETAILS.

SHEET 5. -- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION, CONSTRUCTION DETAILS.

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, SANDOVAL CAPITAL GROUP LLC, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS MIDWAY ESTATES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 ANT THAT;
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS MEET OR WILL MEET THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS; AND;
(D) GAS CONNECTION AS, IF AVAILABLE, PROVIDED TO THE LOTS MEET OR WILL MEET THE MINIMUM STATE STANDARDS
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE

JOSE SANDOVAL, PARTNER
SANDOVAL DEVELOPMENT, LP
P.O. BOX 1057
DONNA, TEXAS 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME OR KNOWN TO THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

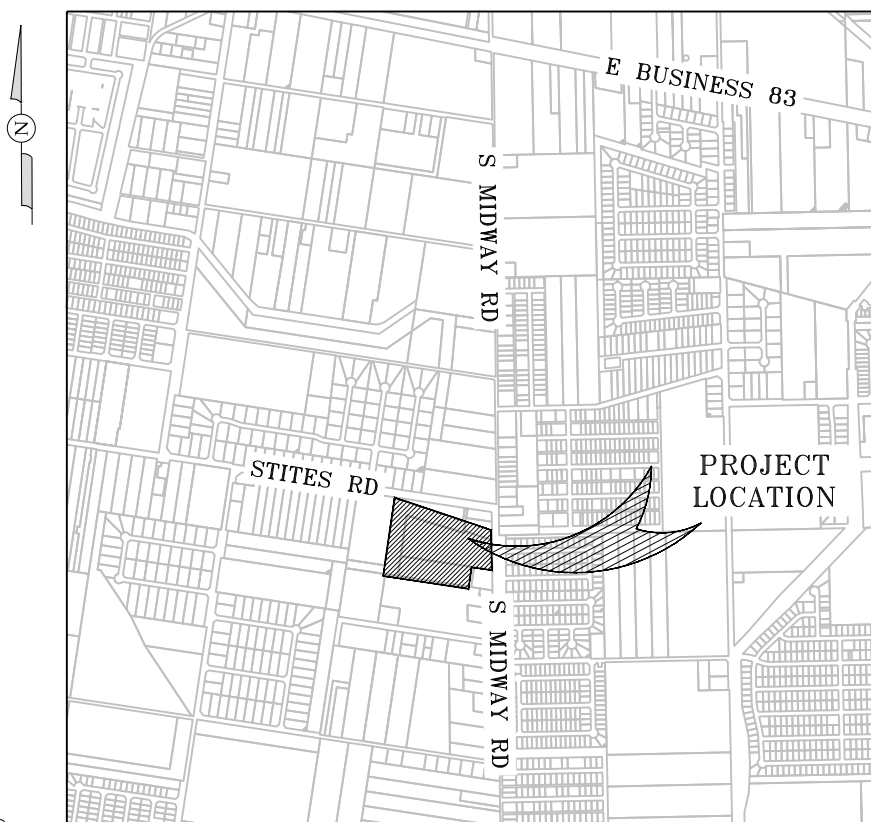
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____ DATE _____

CITY OF DONNA

UNDER LOCAL GOVERNMENT 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF MIDWAY ESTATES WAS REVIEWED AND APPROVED BY THE CITY OF DONNA.

MAYOR OF CITY OF DONNA _____ DATE _____

ATTEST: CITY SECRETARY _____ DATE _____



LOCATION MAP
SCALE: 1" = 2000'



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

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

DONNA IRRIGATION DISTRICT

THIS PLAT IS HEREBY APPROVED BY THE DONNA IRRIGATION DISTRICT ON THIS THE _____ DAY OF _____, 2024.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON UNITED IRRIGATION DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE WHETHER SHOWN OR NOT.

ATTEST: _____ PRESIDENT _____ SECRETARY

MIDWAY ESTATES SUBDIVISION

BEING 10.37 ACRES OUT OF LOT 1, BLOCK 6,
AND LOT 1, BLOCK 7, LA DONNA PLAT
RECORDED IN VOLUME 1, PAGE 51, MAP
RECORDS HIDALGO COUNTY, TEXAS.

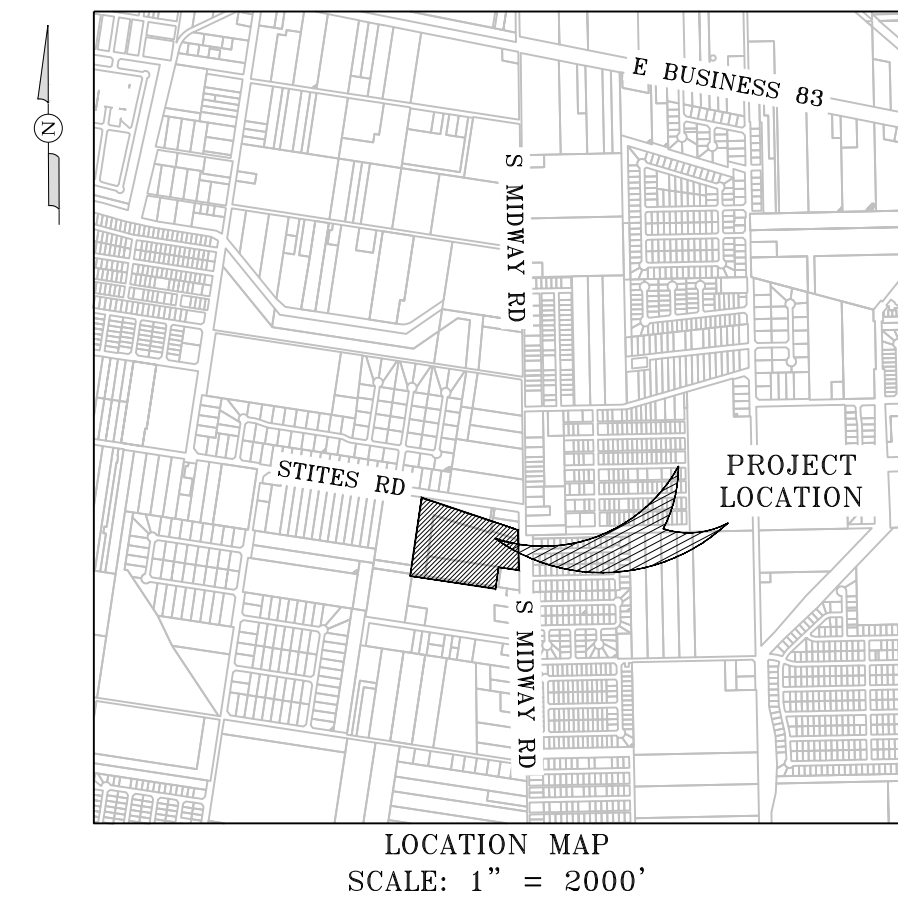


TBPELS FIRM REGISTRATION No. F-18526

1803 MOZELLE ST.
PHARR, TEXAS 78577
(956) 688-8860

SHEET 1 OF #

NAME	ADDRESS	CITY & ZIP	PHONE
OWNER: SANDOVAL CAPITAL GROUP, LLC	P.O. BOX 1057	DONNA, TEXAS 78537	(956) 460-0895
ENGINEER: RICARDO SALAZAR, P.E.	1803 MOZELLE STREET	PHARR, TEXAS 78577	(956) 688-8660
SURVEYOR: MANUEL CARRIZALES, R.P.L.S.	4807 GONDOLA AVE.	EDINBURG, TEXAS 78542	(512) 470-1489



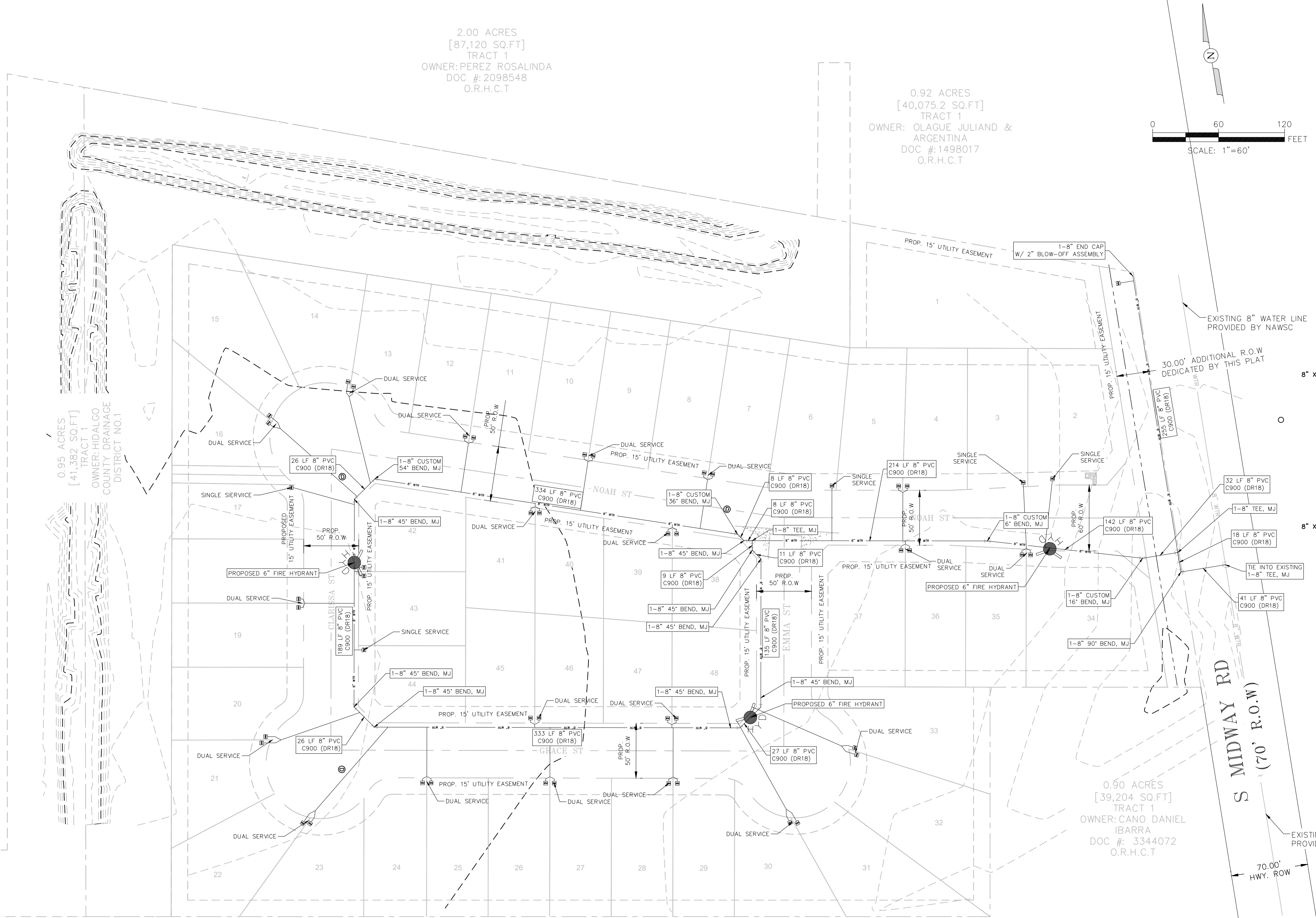
MIDWAY ESTATES SUBDIVISION

BEING 10.37 ACRES OUT OF LOT 1, BLOCK 6,
AND LOT 1, BLOCK 7, LA DONNA PLAT,
RECORDED IN VOLUME 1, PAGE 51, MAP
RECORDS HIDALGO COUNTY, TEXAS.



TBPELS FIRM REGISTRATION No. F-18526

1803 MOZELLE ST.
PHARR, TEXAS 78577
(956) 688-8860



WATER SUPPLY: DESCRIPTION & COST
MIDWAY ESTATES SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY CORPORATION (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30+ YEARS.

THE PROPOSED DEVELOPMENT WILL REQUIRE CONNECTING TO AN EXISTING 8-INCH PVC WATER LINE. THE EXISTING LINE IS OWNED BY NORTH ALAMO WATER SUPPLY CORPORATION, AND IT'S LOCATED ON THE EAST RIGHT-OF-WAY OF S. MIDWAY ROAD JUST SOUTH OF STITES RD. THE PROPOSED DEVELOPMENT WILL TIE INTO AN EXISTING 8-INCH PVC WATERLINE WITH AN 8-INCH PVC WATERLINE ON 1 LOCATION. THE NEW WATER LINE WILL EXTEND TO THE EAST RIGHT-OF-WAY APPROXIMATELY 787-FT FOR THE ENTIRE FRONTAGE OF THE PROPERTY TO S. MIDWAY RD TO SERVICE THE PROPERTY WITH WATER SERVICE AND FIRE PROTECTION PER CITY OF DONNA REQUIREMENTS. AN 8-INCH STEEL CASING WILL BE INSTALLED ON EACH CROSSING OF S. MIDWAY RD TO PROTECT THE CARRIER PIPE FROM VEHICLE LOADING UNDERNEATH THE PAVEMENT SECTION. THE 14.31+ACRE TRACT SUBDIVISION WILL BE DEVELOPED FOR SINGLE FAMILY USE OF 48 NEW PROPOSED LOTS. TWENTY-TWO (2) 1-INCH DUAL & FOUR (4) 3/4-INCH SINGLE SERVICE CONNECTIONS WILL BE INSTALLED INCLUDING TWO (2) FIRE HYDRANTS.

THE 8" WATERLINE, THE 2-FIRE HYDRANTS, AND THE 48 WATER SERVICES WILL BE INSTALLED, A TOTAL COST OF \$_____ PER LOT. THE SUBDIVIDER HAS IN ADDITION PAID N.A.W.S.C. THE SUM OF \$_____ OR \$_____ PER LOT, WHICH REPRESENTS THE TOTAL COST OF THE WATER METERS AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO THE N.A.W.S.C. SYSTEM. THE SUBDIVISION WILL INSTALL TWO (2) FIRE HYDRANTS AT A UNIT COST OF \$_____ FOR A TOTAL COST OF \$_____ THE ENTIRE WATER FACILITIES WILL BE APPROVED AND ACCEPTED BY N.A.W.S.C. AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

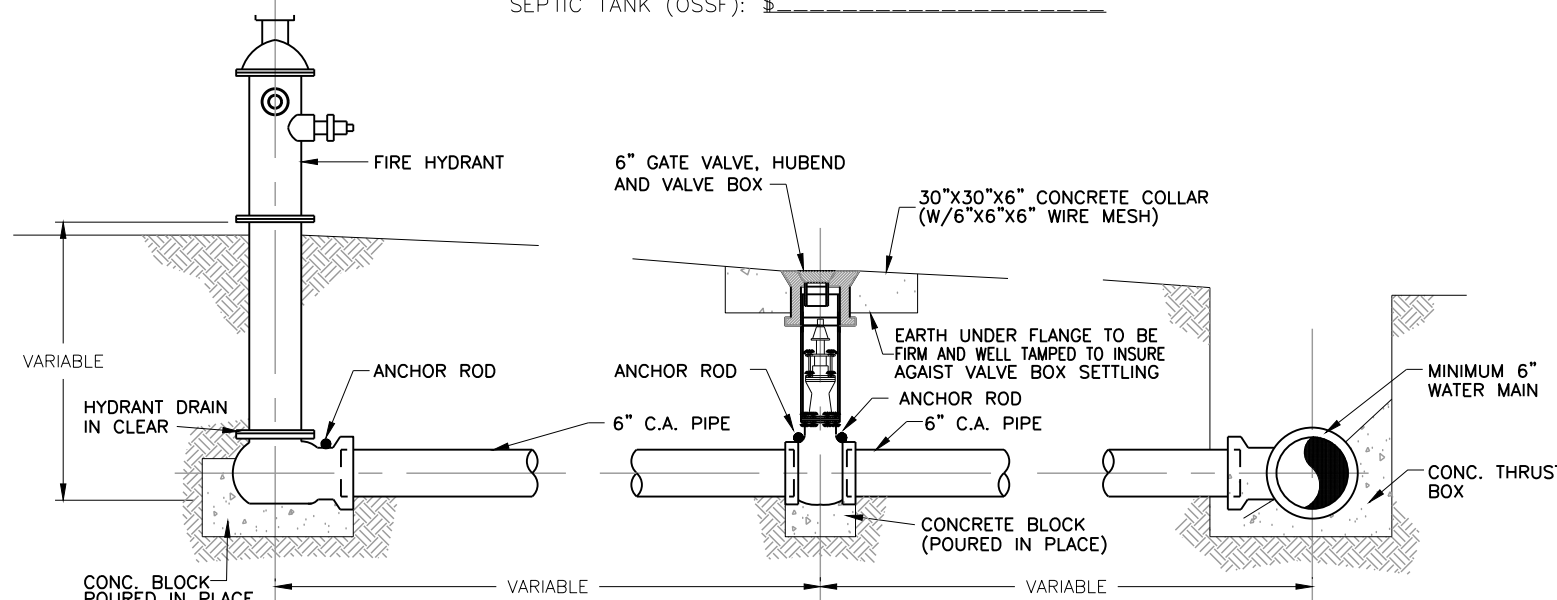
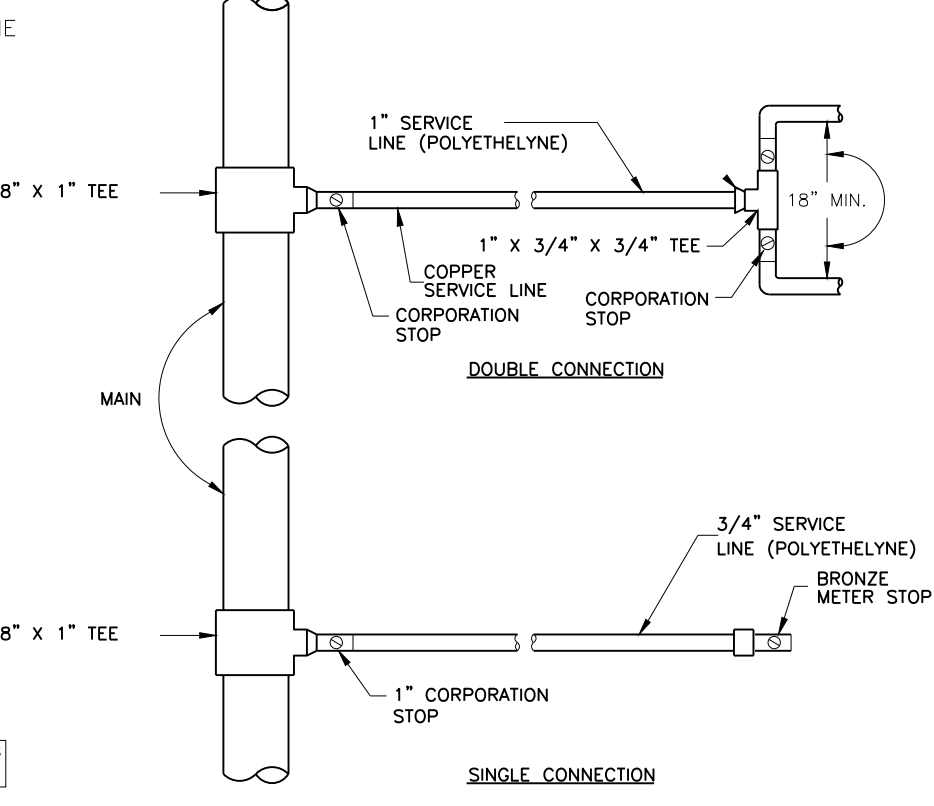
MINISTRO DE AGUA: DESCRIPCION Y COSTO
LA SUBDIVISION MIDWAY ESTATES SERA PROVISTA CON AGUA POTABLE POR LA CORPORACION DE SUMINISTRO DE AGUA DEL NORTE DE ALAMO (N.A.W.S.C.). EL SUBDIVIDOR Y N.A.W.S.C. HAN FIRMADO UN CONTRATO EN EL CUAL N.A.W.S.C. SE HA COMPROMETIDO A PROPORCIONAR SUFICIENTE AGUA A LA SUBDIVISION POR AL MENOS 30 ANOS.

EL DESARROLLO PROPUESTO REQUERIRA CONECTARSE A UNA LINEA DE AGUA DE PVC EXISTENTE DE 8 PULGADAS. LA LINEA EXISTENTE ES PROPIEDAD DE LA CORPORACION DE SUMINISTRO DE AGUA DEL NORTE DE ALAMO Y ESTA UBICADA EN EL DERECHO DE VIA DEL ESTE DE S. MIDWAY ROAD, JUSTO AL SUR DE STITES RD. EL DESARROLLO PROPUESTO SE CONECTARA A UNA LINEA DE AGUA DE PVC EXISTENTE DE 8 PULGADAS CON UNA LINEA DE AGUA DE PVC DE 8 PULGADAS EN 1 UBICACION. LA NUEVA LINEA DE AGUA SE EXTENDERA HACIA EL DERECHO DE VIA DEL ESTE APROXIMADAMENTE 787 PIES PARA TODO EL FRENTE DE LA PROPIEDAD HACIA S. MIDWAY RD PARA DAR SERVICIO A LA PROPIEDAD CON SERVICIO DE AGUA Y PROTECCION CONTRA INCENDIOS SEGUN LOS REQUISITOS DE LA CIUDAD DE DONNA. SE INSTALARA UN TUBO DE REVESTIMIENTO DE ACERO DE 8 PULGADAS EN CADA CRUCE DE S. MIDWAY RD PARA PROTEGER EL TUBO PORTADOR DE CARGAS DE VEHICULOS DEBAJO DE LA SECCION DEL PAVIMENTO. LA SUBDIVISION DE 14.31 ACRES SERA DESARROLLADA PARA USO DE VIVIENDA UNIFAMILIAR DE 48 NUEVAS PARCELAS PROPUSTAS. SE INSTALARAN VEINTIDOS (22) CONEXIONES DE SERVICIO DOBLE DE 1 PULGADA Y CUATRO (4) CONEXIONES DE SERVICIO SIMPLE DE 3/4 DE PULGADA, INCLUYENDO DOS (2) HIDRANTES CONTRA INCENDIOS.

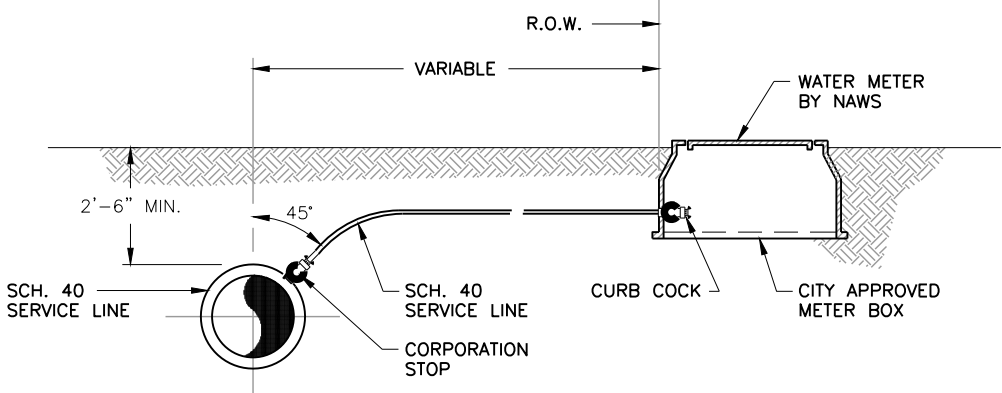
LA LINEA DE AGUA DE 8 PULGADAS, LOS 2 HIDRANTES CONTRA INCENDIOS Y LOS 48 SERVICIOS DE AGUA SERAN INSTALADOS A UN COSTO TOTAL DE \$_____ POR PARCELA. ADEMAS, EL SUBDIVIDOR HA PAGADO A N.A.W.S.C. LA SUMA DE \$_____ POR PARCELA, LO QUE REPRESENTA EL COSTO TOTAL DE LOS MEDIDORES DE AGUA Y TODAS LAS TARIFAS DE MEMBRESIA U OTRAS TARIFAS ASOCIADAS CONECTAR LAS PARCELAS INDIVIDUALES EN LA SUBDIVISION AL SISTEMA DE N.A.W.S.C. LA SUBDIVISION INSTALARA DOS (2) HIDRANTES CONTRA INCENDIOS A UN COSTO UNITARIO DE \$_____ TODAS LAS INSTALACIONES DE AGUA SERAN APROBADAS Y ACEPTADAS POR N.A.W.S.C. Y SE INDICA QUE EL SISTEMA DE DISTRIBUCION ES OPERATIVO A PARTIR DE LA FECHA DE REGISTRO DE LA PLATAFORMA.

COST ESTIMATE

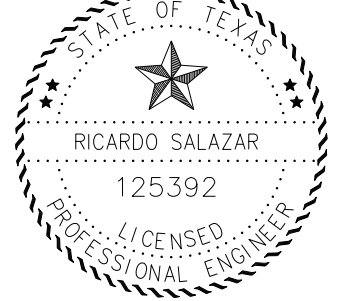
WATER DISTRIBUTION:	\$ _____
DRAINAGE IMPROVEMENTS:	\$ _____
PAVING IMPROVEMENTS:	\$ _____
SEPTIC TANK (OSSF):	\$ _____



FIRE HYDRANT INSTALLATION



SERVICE CONNECTION



RICARDO SALAZAR, P.E.
LICENSED PROFESSIONAL ENGINEER No. 125392
FIRM REGISTERED No. F-18526



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

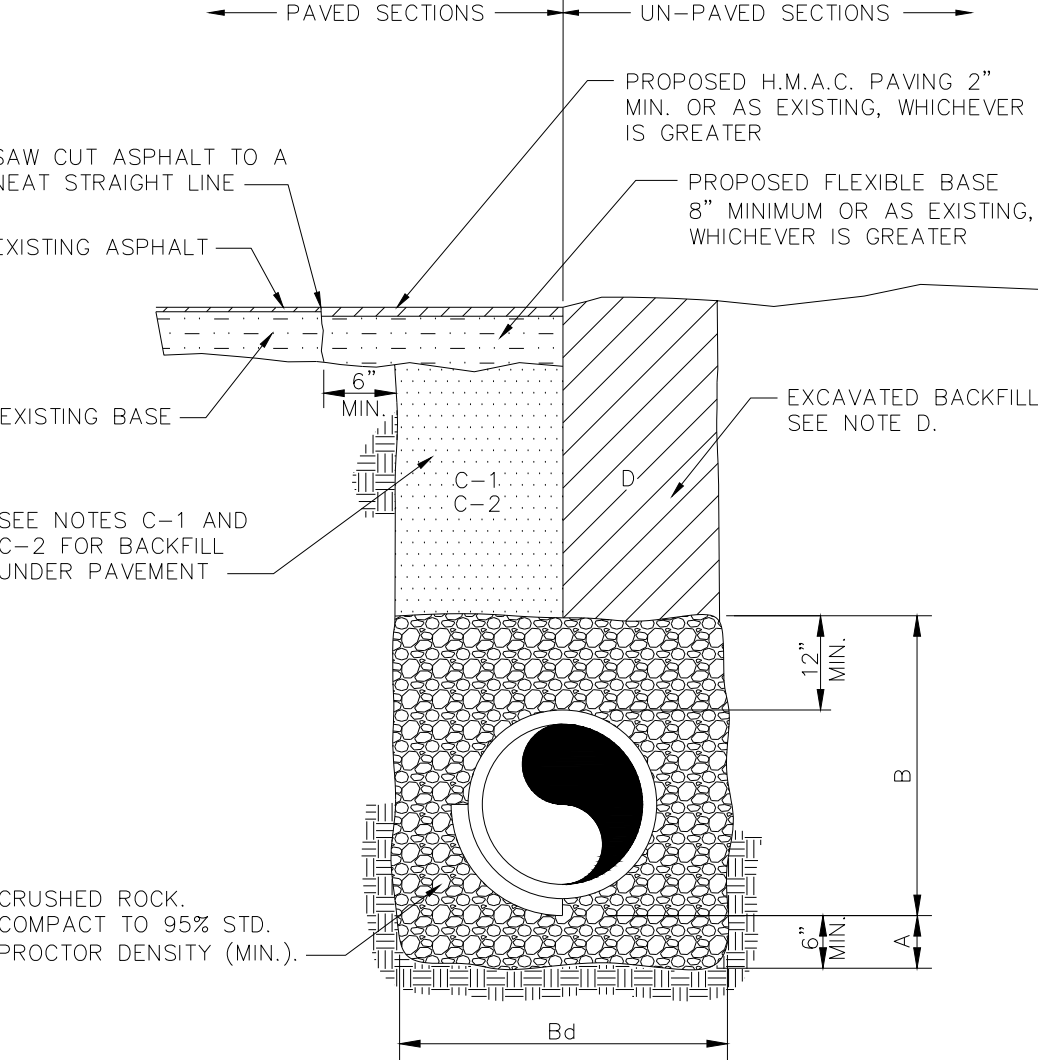
ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY

0.90 ACRES
[39,204 SQ.FT]
TRACT 1
OWNER: CANO DANIEL IBARRA
DOC #: 3344072
O.R.H.C.T

11.07 ACRES
[482,209.2 SQ.FT]
TRACT 1
OWNER: PORTILLO JOSE & ANTONIA G
VOL. 1256 PG.194
O.R.H.C.T



MIDWAY ESTATES SUBDIVISION

BEING 10.37 ACRES OUT OF LOT 1, BLOCK 6, AND LOT 1, BLOCK 7, LA DONNA PLAT, RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS HIDALGO COUNTY, TEXAS,



TBPELS FIRM REGISTRATION No. F-18526

1803 MOZELLE ST.
PHARR, TEXAS 78577
(956) 688-8860

EL DESARROLLO PROPUESTO REQUERIRÁ CONECTARSE A UN POZO DE VISITA DE ALCANTRILLADO EXISTENTE UBICADO DENTRO DE UNA SUBDIVISION EXISTENTE AL ESTE DE S MIDWAY RD. EL POZO DE VISITA ESTÁ UBICADO AL NORTE DE WHITEHALL RD AL ESTE DE S MIDWAY RD. EL DESARROLLO PROPUESTO SE CONECTARÁ CON UN TUBO DE PVC DE 8 PULGADAS EN 1 UBICACIÓN Y SE EXTENDERÁ HACIA EL OESTE CRUZANDO S MIDWAY RD HACIA EL DESARROLLO PROPUESTO PARA DAR SERVICIO A LA PROPIEDAD SEGÚN LOS REQUISITOS DE LA CIUDAD DE DONNA. SE INSTALARÁ UN TUBO DE REVESTIMIENTO DE 8 PULGADAS EN CADA CRUCE DE S MIDWAY RD PARA PROTEGER EL TUBO PORTADOR DE CARGAS DE VEHÍCULOS DEBAJO DE LA SECCIÓN DEL PAVIMENTO. LA SUBDIVISIÓN DE 14.31 ACRES SERÁ DESARROLLADA PARA USO DE VIVIENDA UNIFAMILIAR DE 48 NUEVAS PARCELAS PROPUESTAS. SE INSTALARÁN CUARENTA Y OCHO (48) CUBIERTOS LATERALES DE ALCANTRILLADO DE 4 PULGADAS.

LA LÍNEA DE ALCANTARILLADO DE PULGADAS Y LOS 48 SERVICIOS LATERALES DE ALCANTARILLADO SERÁN INSTALADOS, A UN COSTO TOTAL DE \$_____ POR PARCELA. ADÉMÁS, EL SUBIDOR HA PAGADO A LA CIUDAD DE WESLACO LA SUMA DE \$_____ O \$_____ POR PARCELA, LO QUE REPRESENTA EL COSTO TOTAL DE LOS SERVICIOS LATERALES DE ALCANTARILLADO Y TODAS LAS TARIFAS DE MEMBRÍA U OTRAS TARIFAS ASOCIADAS CONECTAR LAS PARCELAS INDIVIDUALES EN LA SUBDIVISIÓN AL SISTEMA DE ALCANTARILLADO DE LA CIUDAD DE WESLACO. TODA LA INSTALACIÓN DE ALCANTARILLADO SERÁ APROBADA Y ACEPTADA POR LA CIUDAD DE DONNA Y DICHO SISTEMA DE DISTRIBUCIÓN ES OPERATIVO A PARTIR DE LA FECHA DE REGISTRO DE LA PLATAFORMA.

1. CONCRETE : CLASS 1 CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNIT IS MONOLITHIC CONSTRUCTION AT FLOOR, FIRST STAGE OF WALL AND BAFFLE WITH SECTIONAL RISE TO REQUIRED DEPTH, GROSS EMPTY WEIGHT OF APPROXIMATELY 46,000 LBS.
2. REINFORCEMENT: GRADE 60 REINFORCED WITH STEEL REBAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL. STRUCTURAL DESIGN IS BASED ON ASHUTO HS-20 LOADING.
3. C.I. CASTINGS: MANHOLE FRAMES, COVERS OR GRATES ARE MANUFACTURED C.I. CASTINGS OF GREY CAST IRON CONFORMING TO ASTM A48-76 CLASS 30. MANHOLE SHALL HAVE 24 INCH INSIDE DIAMETER AND BE TRAFFIC DUTY.

1. INTERCEPTOR IS STRUCTURALLY AND HYDRAULICALLY ENGINEERED CONFORMING TO IPC & ASTM C-1613. NOMINAL LIQUID CAPACITY IS 3,000 GALLONS WITH TOTAL GREASE & SOLIDS RETENTION CAPACITY OF APPROXIMATELY 7,000 LBS.
2. MANUFACTURER TO PROVIDE STRUCTURAL DRAWINGS & BUOYANCY CALCULATIONS CERTIFIED BY A LICENSED ENGINEER.
3. FIELD EXCAVATION AND PREPARATION SHALL BE COMPLETED PRIOR TO DELIVERY OF INTERCEPTOR.
4. USE DIMENSIONAL DATA AS SHOWN.

- A. CRUSHED ROCK BEDDING PLACED, HAND LEVELED, AND COMPACTED BEFORE PIPE IS LAID, UP TO BOTTOM OF PIPE (MIN. THICKNESS = 6").
- B. CRUSHED ROCK BACKFILL PLACED AND COMPACTED AFTER PIPE IS LAID, FROM BOTTOM OF PIPE TO 12" ABOVE THE TOP OF PIPE. WORK IN UNDER PIPE HAUNCHES AND COMPACT BY HAND TO SPRING LINE. USE VIBRATORY-TYPE COMPACTORS FOR LIFTS ABOVE THE SPRING LINE. MAXIMUM 6" LIFTS.
- C. MINIMUM TRENCH WIDTH: PIPE O.D. + 16" (FOR 16" PIPE AND SMALLER); PIPE O.D. X 1.25 + 12" (FOR 18" PIPE AND LARGER)
- C-1. (CITY STREETS, PARKING AREA, AND DRIVEWAYS) SELECT EXCAVATED BACKFILL MECHANICALLY COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 8" MAX. LIFTS.
- C-2. (STATE MAINTAINED ROADWAY) SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- D. EXCAVATED EARTH BACKFILL MECHANICALLY COMPACTED IN 12" MAX. LIFTS. MINIMUM STANDARD PROCTOR DENSITY. 90% OUTSIDE RIGHT OF WAY, 95% INSIDE RIGHT OF WAY

EMBEDMENT SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM D 2321. EMBEDMENT MATERIAL SHALL BE CLASS 1A (CRUSHED ROCK) OR 1B (CRUSHED ROCK-SAND MIXTURE) WITH LESS THAN 50% PASSING A No. 4 SIEVE MAXIMUM $\frac{3}{4}$ " SIZE FOR PIPE SIZE $\leq 15"$. GREATER THAN 90% OF CRUSHED ROCK SHALL HAVE AT LEAST THREE BROKEN FACES. NO MORE THAN 2% UNBROKEN FRACTION ALLOWED.

IN SATURATED OR UNSTABLE SOILS, EMBEDMENT SHALL BE CLASS 1B ONLY
(SEE SPECIFICATIONS FOR GRADATION REQUIREMENTS).

WHERE THIS STANDARD CONFLICTS WITH THE RECOMMENDATION OF ANY
GEOTECHNICAL REPORT, OBTAIN WRITTEN CLARIFICATION FROM THE UTILITY
ENGINEER PRIOR TO CONSTRUCTION.

FOUNDATION PREPARATION USING COBBLES, GRAVEL, CEMENT STABILIZATION, OR OTHER METHODS AS APPROVED BY THE ENGINEER SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE.

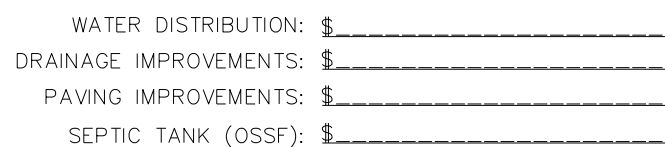
BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, AND
COMPACTED TO 95% STANDARD PROCTOR DENSITY IN 6" MAXIMUM LIFTS.
STRUCTURE BACKFILL MATERIAL SHALL BE SAND.

BEING 10.37 ACRES OUT OF LOT 1, BLOCK 6,
AND LOT 1, BLOCK 7, LA DONNA PLAT,
RECORDED IN VOLUME 1, PAGE 51, MAP
RECORDS HIDALGO COUNTY, TEXAS.



1803 MOZELLE ST.
PHARR, TEXAS 78577
(956) 688-8860

SHEET 4 OF #



1. INDIVIDUAL SERVICE LATERALS TO BE PROVIDED TO EACH LOT.
2. SINGLE FAMILY SERVICE SHALL BE 4" MIN. MULTI-FAMILY, COMMERCIAL AND INDUSTRIAL SERVICE SHALL BE 6" OR GREATER AS REQUIRED.

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

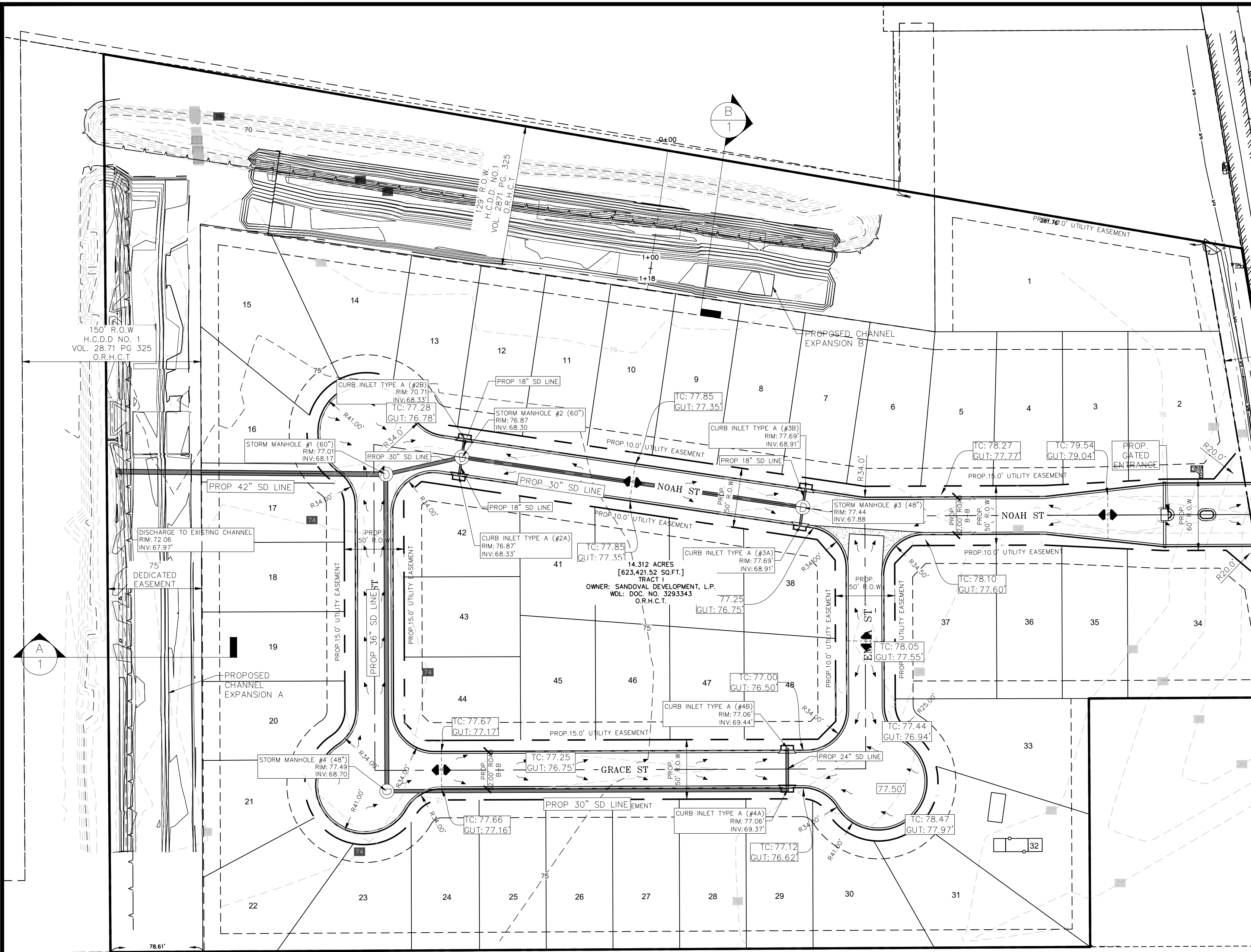


RICARDO SALAZAR, P.E. DATE
LICENSED PROFESSIONAL ENGINEER No. 125392
FIRM REGISTERED No. F-18526

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY _____



TOTAL EXCAVATION REQUIRED = 68,496 CU.FT
TOTAL EXCAVATION PROVIDED = 68,051.88 CU.FT
(CHANNEL EXPANSION A: 377 L.F. X 80.20 SQ.FT = 46,275.40 CU.FT)
(CHANNEL EXPANSION B: 498 L.F. X 43.73 SQ.FT = 21,777.54 CU.FT)

DRAINAGE REPORT FOR MIDWAY ESTATES SUBDIVISION
MIDWAY ESTATES SUBDIVISION, BEING 10.31 ACRES OUT OF LOT 1, BLOCK 6 AND LOT 1, BLOCK 7, LA DONNA PLAT, IN THE CITY OF DONNA, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 51 OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS. THE PROJECT LOCATION IS LOCATED IN THE CITY OF DONNA EXTRA-TERRITORIAL-JURISDICTION (ETJ).

THE SUBDIVISION LIES WITHIN FLOOD ZONE "X" (AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD). COMMUNITY PANEL NUMBER: 4803340450 C; MAP REVISED: JUNE 6, 2000. THE PROPERTY IS LOCATED APPROXIMATELY 350 FEET FROM THE INTERSECTION OF STITES ROAD AND S. MIDWAY ROAD DONNA, TEXAS. THE PROPERTY IS CURRENTLY OPEN WITH A PROPOSED USE OF FORTY-EIGHT (48) SINGLE-FAMILY LOTS.

ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE U.S.D.A. SOIL CONSERVATION SERVICE, THE PROJECT SITE IS 46.5% (28) HIDALGO SANDY CLAY LOAM, 0 TO 1 PERCENT SLOPES, 45.1% (52) RAYMONDVILLE CLAY LOAM, 0 TO 1 PERCENT SLOPES, AND 8.4% (6%) TIICANO CLAY, 0 TO 1 PERCENT SLOPES, OCCASIONALLY PONDED.

HIDALGO SANDY CLAY LOAM HAS THE CAPACITY OF THE MOST LIMITING LAYER TO TRANSMIT WATER (KSAT): MODERATELY HIGH TO HIGH (0.57 TO 1.98 IN/HR.) AND DEPTH TO WATER TABLE: MORE THAN 80 INCHES. THE FREQUENCY OF FLOODING IS NONE AND FREQUENCY OF PONDING IS NONE, WITH A HYDROLOGIC SOIL GROUP CLASSIFICATION B.

RAYMONDVILLE CLAY LOAM HAS THE CAPACITY OF THE MOST LIMITING LAYER TO TRANSMIT WATER (KSAT): MODERATELY LOW TO MODERATELY HIGH (0.06 TO 0.20 IN/HR.) AND DEPTH TO WATER TABLE: MORE THAN 80 INCHES. THE FREQUENCY OF FLOODING IS NONE AND FREQUENCY OF PONDING IS NONE, WITH A HYDROLOGIC SOIL GROUP CLASSIFICATION D.

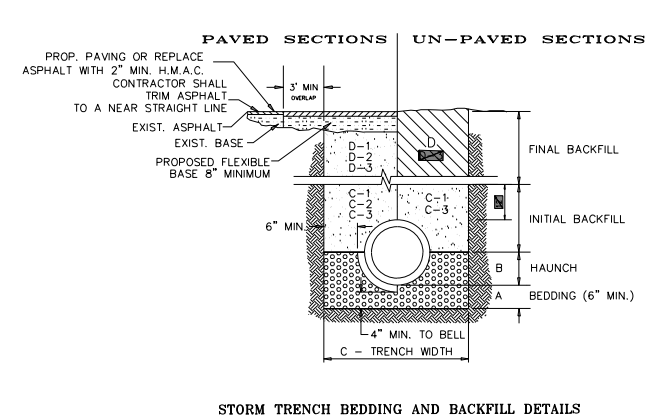
TIICANO CLAY HAS THE CAPACITY OF THE MOST LIMITING LAYER TO TRANSMIT WATER (KSAT): VERY LOW TO MODERATELY LOW (0.00 TO 0.06 IN/HR.) AND DEPTH TO WATER TABLE: ABOUT 0 INCHES. THE FREQUENCY OF FLOODING IS NONE AND FREQUENCY OF PONDING IS OCCASIONAL, WITH A HYDROLOGIC SOIL GROUP CLASSIFICATION D. THE PRESENCE OF MINOR COMPONENTS IN A MAP UNIT IN NO WAY DIMINISHES THE USEFULNESS OR ACCURACY OF THE DATA. (SEE ATTACHED SOIL SURVEY)

EXISTING TOTAL PROPERTY IS A 10.31 ACRES TRACT. CURRENTLY THIS TRACT IS UNDEVELOPED. THE EXISTING DRAINAGE PATTERN FOR THIS TRACT OF LAND SENDS STORM WATERS FROM THE HIGH POINT LOCATED ON THE NORTH-EAST CORNER OF THE PROPERTY TO THE SOUTH-WEST CORNER OF SAID PROPERTY (SEE ATTACHED OVERALL DRAINAGE MAP). THE EXISTING RUNOFF FROM THE LOTS DURING A 10-YEAR RAINFALL EVENT IS 11.48 CFS PER THE ATTACHED CALCULATIONS.

THE PROPOSED MIDWAY ESTATES SUBDIVISION CONSISTS OF A TOTAL OF 48 SINGLE-FAMILY LOTS THAT VARY FROM 7,221 TO 10,963 SF. TOTAL ACREAGE FOR MIDWAY ESTATES SUBDIVISION IS 10.31 ACRES. POST-DEVELOPED FLOW WILL BE CONVEYED THROUGH A PROPOSED DRAINAGE SYSTEM CONSISTING OF 30", 36" AND 42" R.P. LINES FOLLOWING THE EXISTING DRAINAGE PATTERN INTO A DRAINAGE DITCH THAT BELONGS TO H.C.D.D. #1. THIS EXISTING DRAINAGE DITCH WILL BE EXPANDED AS PER H.C.D.D. #1 REQUIREMENTS. THE PROPOSED DRAINAGE FOR THIS SUBDIVISION WILL CONSIST OF THE WATER FLOWING INTO A DRAINAGE SYSTEM THROUGH TYPE A CURB INLETS 42-INCH BLEEDER LINE THAT LEADS TO THE EXISTING DRAINAGE DITCH LOCATED ON THE EAST PORTION OF SAID PROPERTY. PER HIDALGO COUNTY REGULATIONS, THE PROPOSED RUNOFF FROM THE LOTS AFTER DEVELOPMENT DURING A 50-YEAR RAINFALL EVENT IS 77.61 CFS AND THE PROPOSED VOLUME REQUIRED IS 86,733 CF PER THE ATTACHED CALCULATIONS.



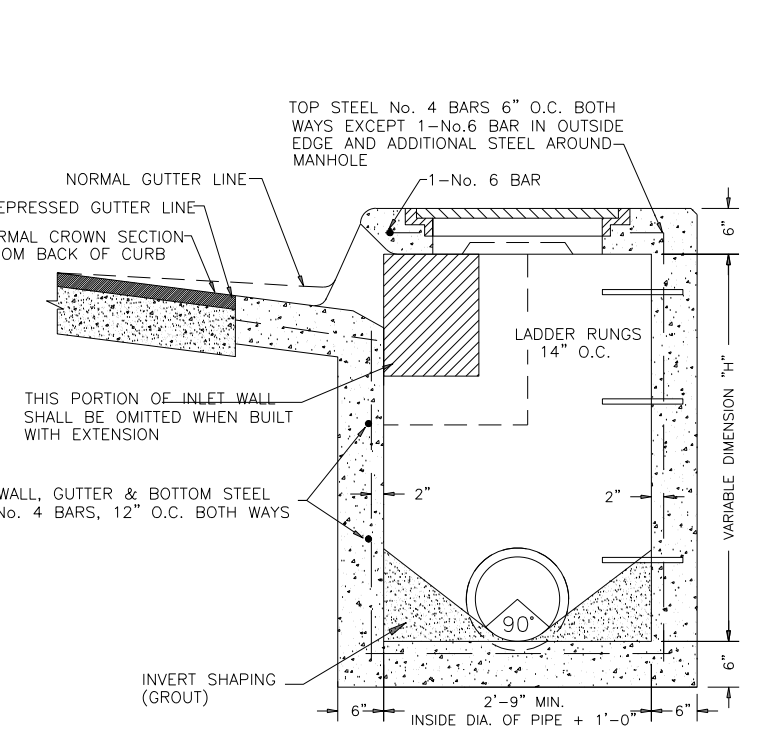
RICARDO SALAZAR, P.E. DATE: _____
LICENSED PROFESSIONAL ENGINEER No. 125392
FIRM REGISTERED No. F-18526



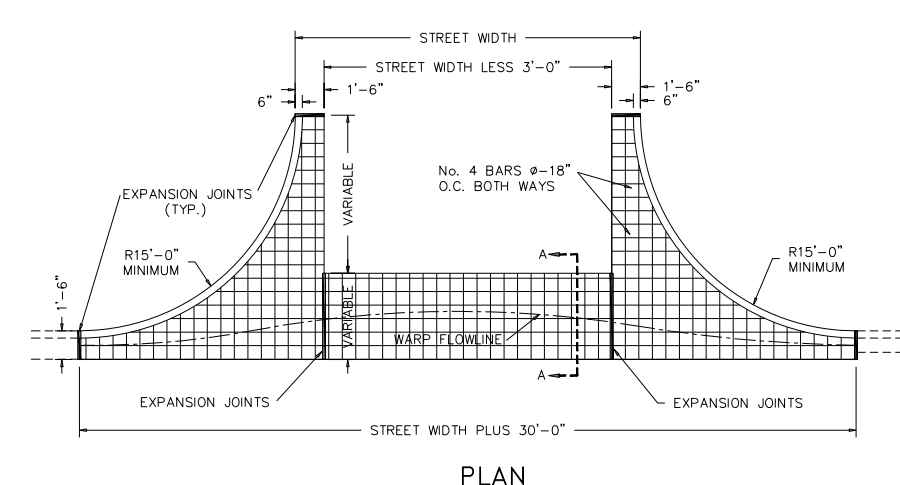
STORM TRENCH BEDDING AND BACKFILL DETAILS

- 1. EXISTING AND NEW 42" R.P. LINES AND EXISTING AND PROPOSED 30" R.P. LINES SHALL BE CONVEYED THROUGH TYPE A CURB INLETS 42-INCH BLEEDER LINE THAT LEADS TO THE EXISTING DRAINAGE DITCH LOCATED ON THE EAST PORTION OF SAID PROPERTY. PER HIDALGO COUNTY REGULATIONS, THE PROPOSED RUNOFF FROM THE LOTS AFTER DEVELOPMENT DURING A 50-YEAR RAINFALL EVENT IS 77.61 CFS AND THE PROPOSED VOLUME REQUIRED IS 86,733 CF PER THE ATTACHED CALCULATIONS.
- 2. EXISTING AND NEW 36" R.P. LINES AND EXISTING AND PROPOSED 30" R.P. LINES SHALL BE CONVEYED THROUGH TYPE A CURB INLETS 42-INCH BLEEDER LINE THAT LEADS TO THE EXISTING DRAINAGE DITCH LOCATED ON THE EAST PORTION OF SAID PROPERTY. PER HIDALGO COUNTY REGULATIONS, THE PROPOSED RUNOFF FROM THE LOTS AFTER DEVELOPMENT DURING A 50-YEAR RAINFALL EVENT IS 77.61 CFS AND THE PROPOSED VOLUME REQUIRED IS 86,733 CF PER THE ATTACHED CALCULATIONS.
- 3. EXISTING AND NEW 30" R.P. LINES AND EXISTING AND PROPOSED 30" R.P. LINES SHALL BE CONVEYED THROUGH TYPE A CURB INLETS 42-INCH BLEEDER LINE THAT LEADS TO THE EXISTING DRAINAGE DITCH LOCATED ON THE EAST PORTION OF SAID PROPERTY. PER HIDALGO COUNTY REGULATIONS, THE PROPOSED RUNOFF FROM THE LOTS AFTER DEVELOPMENT DURING A 50-YEAR RAINFALL EVENT IS 77.61 CFS AND THE PROPOSED VOLUME REQUIRED IS 86,733 CF PER THE ATTACHED CALCULATIONS.
- 4. EXISTING AND NEW 24" R.P. LINES AND EXISTING AND PROPOSED 30" R.P. LINES SHALL BE CONVEYED THROUGH TYPE A CURB INLETS 42-INCH BLEEDER LINE THAT LEADS TO THE EXISTING DRAINAGE DITCH LOCATED ON THE EAST PORTION OF SAID PROPERTY. PER HIDALGO COUNTY REGULATIONS, THE PROPOSED RUNOFF FROM THE LOTS AFTER DEVELOPMENT DURING A 50-YEAR RAINFALL EVENT IS 77.61 CFS AND THE PROPOSED VOLUME REQUIRED IS 86,733 CF PER THE ATTACHED CALCULATIONS.
- 5. EXISTING AND NEW 18" R.P. LINES AND EXISTING AND PROPOSED 30" R.P. LINES SHALL BE CONVEYED THROUGH TYPE A CURB INLETS 42-INCH BLEEDER LINE THAT LEADS TO THE EXISTING DRAINAGE DITCH LOCATED ON THE EAST PORTION OF SAID PROPERTY. PER HIDALGO COUNTY REGULATIONS, THE PROPOSED RUNOFF FROM THE LOTS AFTER DEVELOPMENT DURING A 50-YEAR RAINFALL EVENT IS 77.61 CFS AND THE PROPOSED VOLUME REQUIRED IS 86,733 CF PER THE ATTACHED CALCULATIONS.
- 6. EXISTING AND NEW 12" R.P. LINES AND EXISTING AND PROPOSED 30" R.P. LINES SHALL BE CONVEYED THROUGH TYPE A CURB INLETS 42-INCH BLEEDER LINE THAT LEADS TO THE EXISTING DRAINAGE DITCH LOCATED ON THE EAST PORTION OF SAID PROPERTY. PER HIDALGO COUNTY REGULATIONS, THE PROPOSED RUNOFF FROM THE LOTS AFTER DEVELOPMENT DURING A 50-YEAR RAINFALL EVENT IS 77.61 CFS AND THE PROPOSED VOLUME REQUIRED IS 86,733 CF PER THE ATTACHED CALCULATIONS.
- 7. EXISTING AND NEW 6" R.P. LINES AND EXISTING AND PROPOSED 30" R.P. LINES SHALL BE CONVEYED THROUGH TYPE A CURB INLETS 42-INCH BLEEDER LINE THAT LEADS TO THE EXISTING DRAINAGE DITCH LOCATED ON THE EAST PORTION OF SAID PROPERTY. PER HIDALGO COUNTY REGULATIONS, THE PROPOSED RUNOFF FROM THE LOTS AFTER DEVELOPMENT DURING A 50-YEAR RAINFALL EVENT IS 77.61 CFS AND THE PROPOSED VOLUME REQUIRED IS 86,733 CF PER THE ATTACHED CALCULATIONS.

STANDARD CURB INLET SECTION

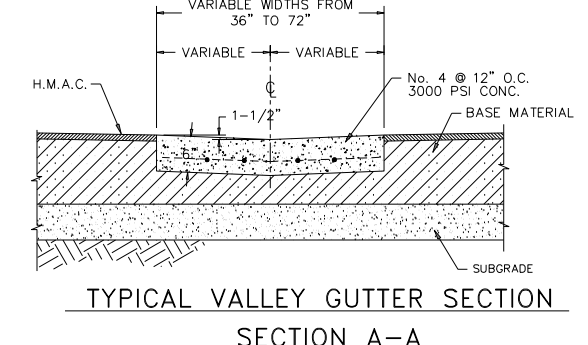


CONCRETE VALLEY GUTTER DETAIL



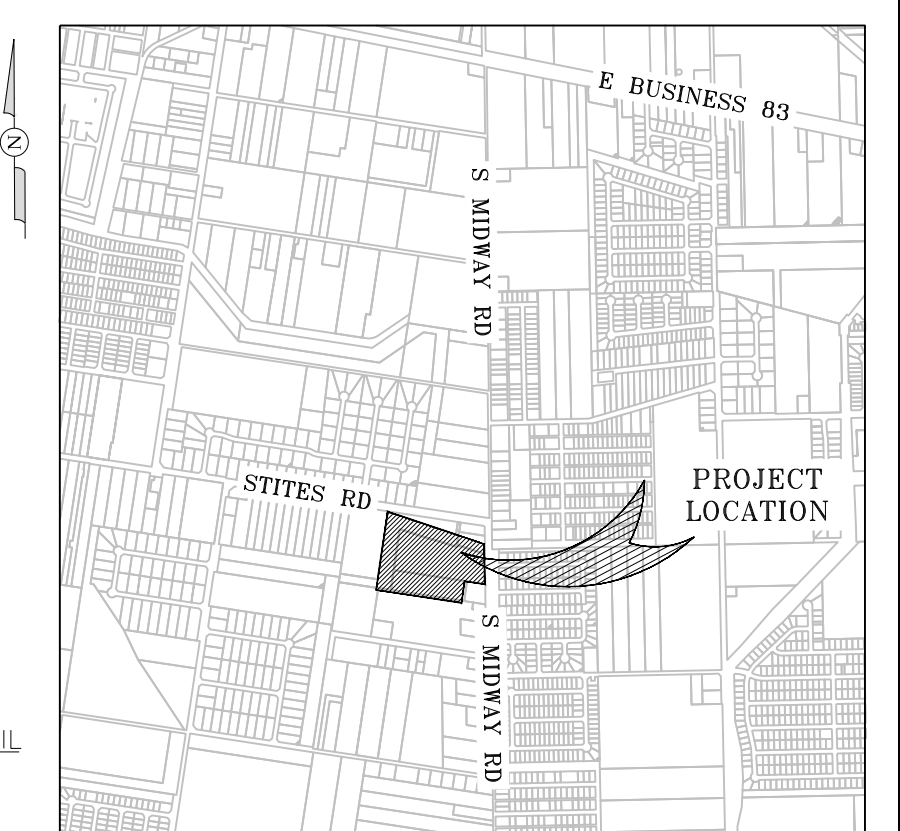
PLAN

H.M.A.C. BASE MATERIAL & SUBGRADE ARE AS PER SPECIFICATIONS AND DESIGN

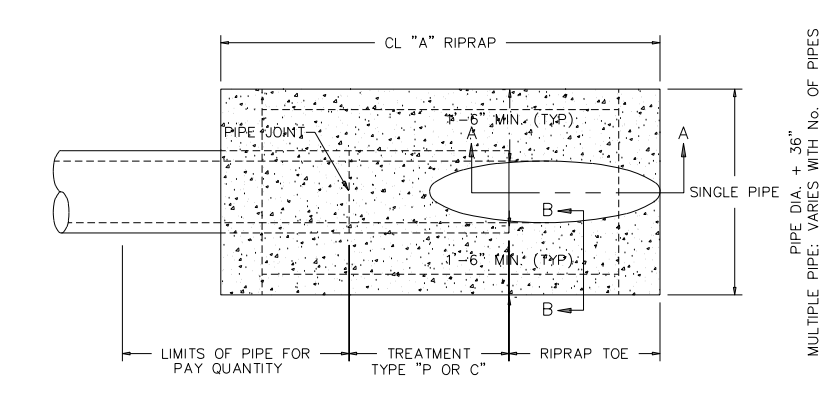


TYPICAL VALLEY GUTTER SECTION

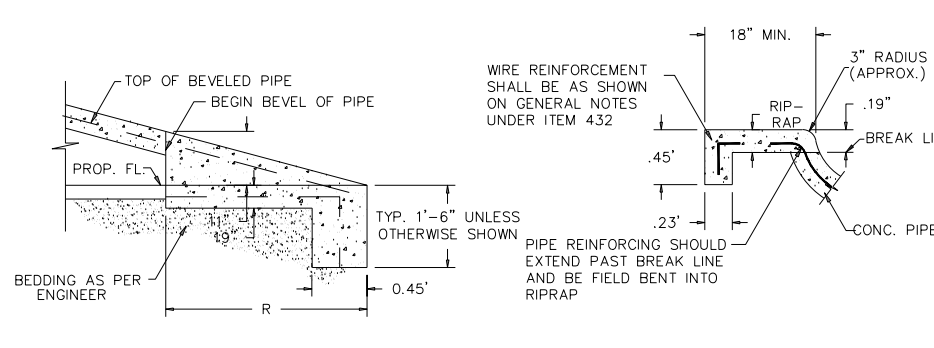
SECTION A-A



LOCATION MAP
SCALE: 1" = 2000'

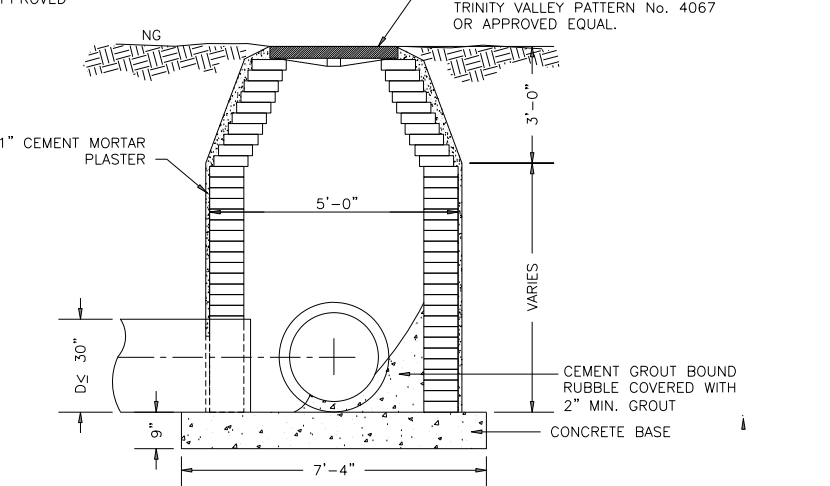


PLAN VIEW

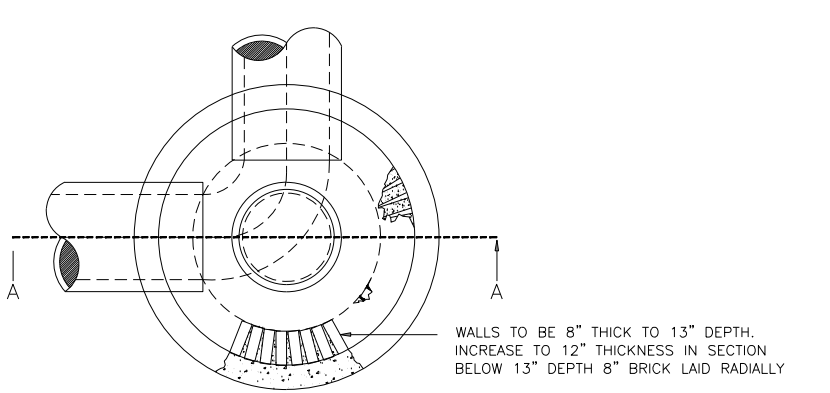


SEC. A-A

SEC. B-B



DRAINAGE MANHOLE DETAILS



WALLS TO BE 8" THICK TO 13" DEPTH, INCREASE TO 12" THICKNESS IN SECTION BELOW 13" DEPTH 8" BRICK Laid RADIALLY



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

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

MIDWAY ESTATES SUBDIVISION

BEING 10.37 ACRES OUT OF LOT 1, BLOCK 6, AND LOT 1, BLOCK 7, LA DONNA PLAT, RECORDED IN VOLUME 1, PAGE 51, MAP RECORDS HIDALGO COUNTY, TEXAS,



TBPELS FIRM REGISTRATION No. F-18526

1803 MOZELLE ST.
PHARR, TEXAS 78577
(956) 688-8860

FOR REVIEW PURPOSES ONLY/NOT FOR CONSTRUCTION

GENERAL CONSTRUCTION NOTES

1. THE NOTES AND SPECIFICATIONS CONTAINED ON THIS SHEET ARE INTEGRAL TO THE PROJECT AND MUST BE FOLLOWED BY THE CONTRACTOR. IN THE EVENT THAT THE CONTRACTOR FAILS TO PERFORM IN STRICT COMPLIANCE WITH ONE OR MORE OF THE NOTES OR SPECIFICATIONS CONTAINED HEREIN, THE CONTRACTOR SHALL BE COMPLETELY LIABLE FOR ANY AND ALL COST AND DAMAGES WHICH OCCUR BUT MIGHT HAVE BEEN AVOIDED IF THE CONTRACTOR HAD COMPLIED WITH THE APPLICABLE NOTE OR SPECIFICATION.
2. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE ENGINEER DESIGN STANDARDS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIALS, LABOR, AND EQUIPMENT TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. ALL ITEMS DESCRIBED IN THE PLANS, SPECIFICATIONS, OR THE PROJECT NOTES IN THE PLANS SHALL BE INCLUDED IN THE CONTRACTOR'S BASE BID. NO EXTRA PAY WILL BE GIVEN UNLESS AN ITEM IS SPECIFICALLY DESCRIBED IN THE PLANS OR CONTRACT DOCUMENTS AS "PAY BY OWNER". ALL WORK SHALL BE CONDUCTED IN CONFORMANCE WITH CURRENT SAFETY CODES AND STANDARDS WITH JURISDICTION OVER THIS PROJECT.
4. THE CONTRACTOR SHALL CONTACT ALL FRANCHISE UTILITY COMPANIES AND CALL "811" TO HAVE THEM LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION AND DEPTH OF ALL FRANCHISE UTILITY SERVICES AND ANY REQUIRED RELOCATION AND/OR EXTENSIONS.
5. THE CONTRACTOR SHALL PROTECT ALL PUBLIC AND PRIVATE UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, POWER POLES, SIGNS, FIRE HYDRANTS, ETC., MUST BE ADJUSTED TO PROPER GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER ALIGNMENT AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS PROJECT.
6. BRACING OF UTILITY POLES MAY BE REQUIRED BY UTILITY COMPANIES WHEN TRENCHING OR EXCAVATION IS IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE VARIOUS PAY ITEMS FOR INSTALLATION OF UNDERGROUND STRUCTURES AND CONDUITS.
7. THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE RECORDS AND ARE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED UTILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COSTS ASSOCIATED WITH RELOCATIONS, REPAIRS, OR OUTAGES.
8. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PUBLIC OR PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PAVEMENT, GRASS, TREES, AND LAWN SPRINKLER AND IRRIGATION SYSTEMS AT NO COST TO THE OWNER. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT (UNLESS OTHERWISE NOTED) AND IS NOT A SEPARATE PAY ITEM.
9. THE CONTRACTOR SHALL REMOVE SURPLUS MATERIAL FROM THE PROJECT AREA. SURPLUS MATERIAL SHALL INCLUDE, BUT NOT BE LIMITED TO, DIRT, BRUSH, ROCK, DEBRIS, FENCING MATERIAL, SIGNS, AND ANY OTHER SCRAP LOCATED ON THE PROJECT SITE. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, UNLESS OTHERWISE NOTED.
11. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
12. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
13. TESTING OF MATERIALS REQUIRED FOR THE CONSTRUCTION OF THE PAVING IMPROVEMENTS SHALL BE PERFORMED BY AN AGENCY, APPROVED BY THE OWNER, FOR TESTING MATERIALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE, BY THE STANDARD TESTING PROCEDURES, THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENTS OF THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS, AND PROJECT SPECIFICATIONS.
14. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS SHALL BE SENT TO THE ARCHITECT, CIVIL ENGINEER, CONTRACTOR AND OWNER DIRECTLY FROM THE TESTING AGENCY.
15. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
16. CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUM PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS.
17. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
18. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE ENGINEER A COPY OF RECORD DRAWINGS IDENTIFYING ALL DEVIATIONS OR VARIATIONS FROM THE ORIGINAL PLANS.
19. CONTRACTOR SHALL GIVE NOTICE TO ALL AFFECTED PARTIES AND ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS, PRIOR TO COMMENCEMENT OF WORK.
20. IT IS THE INTENT OF THE CONTRACT DOCUMENTS TO PROVIDE A COMPLETE INSTALLATION OF SYSTEMS IN EVERY RESPECT. IF THE CONTRACT DOCUMENTS DO NOT SUFFICIENTLY DESCRIBE THE FINAL PRODUCT, THE CONTRACTOR SHALL BRING SUCH TO THE ATTENTION OF THE ENGINEER. UNLESS OTHERWISE SPECIFIED, IT IS THE CONTRACTOR'S RESPONSIBILITY FOR METHODOLOGY OF CONSTRUCTION TO COMPLETE THE WORK INDICATED OR SPECIFIED. CONTRACTOR IS TO PROVIDE ALL LABOR, MATERIALS, FUEL, TEMPORARY UTILITIES, AND EQUIPMENT USUALLY FURNISHED WITH SUCH SYSTEMS OR REQUIRED TO COMPLETE THE INSTALLATION, WHETHER SPECIFICALLY MENTIONED OR NOT.
21. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL HEALTH AND SAFETY STANDARDS, LAWS, OR REGULATIONS. FAILURE TO COMPLY WITH THE REQUIREMENTS SPECIFIED SHALL BE CONSIDERED JUST AND SUFFICIENT CAUSE FOR OWNER TO STOP WORK. ENGINEER SHALL NOT BE RESPONSIBLE FOR ON-SITE SAFETY CONDITIONS DURING CONSTRUCTION OR INSPECTIONS.
22. CONTRACTOR SHALL COMPLY WITH TEXAS HEALTH AND SAFETY CODE, CURRENT EDITION AS OF THE DATE OF SEAL ON THESE PLANS, TO MAINTAIN A VIABLE TRENCH SAFETY SYSTEM AT ALL TIMES AS WELL AS THE U.S. DEPARTMENT OF LABOR, OSHA, "CONSTRUCTION SAFETY AND HEALTH REGULATIONS", PART 1926, SUB PART P, AND AMENDMENTS THERETO. SHEETING, SHORING, BRACING, AND OTHER TRENCH SAFETY COSTS SHALL BE SUBSIDIARY TO THE COST CONSTRUCTION (NO EXTRA PAY).

PAVING AND STRIPING NOTES

1. TESTING OF MATERIALS REQUIRED FOR THE CONSTRUCTION OF THE PAVING IMPROVEMENTS SHALL BE PERFORMED BY AN AGENCY, APPROVED BY THE OWNER, FOR TESTING MATERIALS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE, BY THE STANDARD TESTING PROCEDURES, THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENTS OF THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS, AND PROJECT SPECIFICATIONS.
2. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES REQUIRED FOR THE PROJECT SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (TMUTCD).
3. RAISED PAVEMENT MARKERS SHALL BE BONDED TO THE ROADWAY SURFACE WITH ADHESIVE CONFORMING WITH THE MANUFACTURER'S RECOMMENDATIONS.
4. THE PAVEMENT UPON WHICH THE LANE AND PAVEMENT MARKERS ARE TO BE PLACED SHALL BE PREPARED TO THE APPROVAL OF THE INSPECTOR TO ENSURE PROPER CLEANING OF THE PAVEMENT SURFACE.
5. ALL TRAFFIC STRIPING SHALL BE CHLORINATED RUBBER TRAFFIC PAINT OR APPROVED EQUAL.
6. SIGN LOCATIONS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION STANDARDS. THE CONTRACTOR SHALL REVIEW LOCATION OF ALL TRAFFIC CONTROL DEVICES WITH THE APPLICABLE JURISDICTION PRIOR TO INSTALLATION.
7. THE PAVING CONTRACTOR SHALL REFER TO THE IRRIGATION PLANS AND M.E.P. PLANS FOR LOCATION OF PROPOSED SLEEVING AND CONDUITS.
8. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LANES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN THE PARKING LOT AND AROUND THE BUILDING AS SHOWN ON THE PLANS.
9. FIRE LANES SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX (6) INCHES IN WIDTH TO SHOW THE BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR (4) INCH WHITE LETTERS AT 20 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANE.
10. CURBS ADJACENT TO FIRE LANES SHALL BE PAINTED BRIGHT RED IN COLOR FROM THE CURB'S GUTTER LINE TO THE TOP, BACK OF CURB.
11. ALL HANDICAP RAMPING, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO THE 2012 TEXAS ACCESSIBILITY STANDARDS AND 2010 AMERICANS WITH DISABILITIES ACT (BOTH MANDATORY MARCH 15, 2012), AND ALL ADDENDUMS OR UPDATES.
12. THE CONTRACTOR SHALL SUBMIT A PAVEMENT JOINTING PLAN TO THE ENGINEER AND OWNER PRIOR TO THE BEGINNING OF ANY CONCRETE PAVING WORK.
13. ANY EXISTING CONCRETE OR ASPHALT TO BE REMOVED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR OFF SITE. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
14. THE PAVING CONTRACTOR AND THE UTILITY CONTRACTOR SHALL COORDINATE WITH THE BUILDING CONTRACTORS TO ENSURE THAT ALL UTILITY SERVICE CONNECTIONS AND CONDUITS ARE IN PLACE PRIOR TO BEGINNING ANY PAVING ACTIVITIES.

WATER AND SANITARY SEWER NOTES

1. PRIOR TO START OF CONSTRUCTION, THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WHERE PROPOSED UTILITIES ARE BEING CONNECTED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN, COORDINATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES ENTERING THE BUILDING AND/OR CROSSING OTHER UTILITIES.
3. ALL UTILITY CONSTRUCTION, WATER TAPS, VALVES, MANHOLES, AND SERVICES SHALL BE INSTALLED BY THE CONTRACTOR AFTER APPROVAL FROM THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION AND SHALL CONFORM TO ALL GUIDELINES AND REGULATIONS SET FORTH BY THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS FOR WATER AND SANITARY SEWER CONSTRUCTION.
4. ALL FIRE LINES AND APPURTENANCES USED FOR FIRE PROTECTION SHALL CONFORM TO THE CURRENT THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS. DESIGN AND INSTALLATION OF ALL FIRE PROTECTION SYSTEMS SHALL BE DONE BY A STATE LICENSED FIRE SPRINKLER CONTRACTOR.
5. ALL WATER MAINS 6"-12" DIA. SHALL MAINTAIN A MINIMUM COVER IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS UNDER UNPAVED FINISHED GRADE & PROPOSED OR EXISTING PAVEMENT. ALL SEWER MAINS SHALL MAINTAIN A MINIMUM COVER OF THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS.
6. ALL SANITARY SEWER LINES SHALL BE A MINIMUM OF PVC (SDR-35) PIPE. ALL SANITARY SEWER LINES DEEPER THAN 10 FEET SHALL BE SDR-26. ALL WATER LINES SHALL BE C900, DR-18. MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE APPLICABLE FEDERAL, STATE, OR LOCAL JURISDICTION REGULATIONS.
7. THE CONTRACTOR SHALL SEQUENCE CONSTRUCTION TO AVOID INTERRUPTION OF WATER AND SANITARY SEWER SERVICE TO SURROUNDING AREAS.
8. EXISTING AND/OR PROPOSED WATER MAINS SHALL BE LOWERED BELOW OR ABOVE PROPOSED SANITARY AND STORM SEWER LINES TO MAINTAIN A MINIMUM OF 2.0 FEET OF VERTICAL SEPARATION. THE CONTRACTOR SHALL MAINTAIN A MINIMUM 9- FEET (OUTSIDE TO OUTSIDE) SEPARATION BETWEEN SANITARY SEWER AND WATER MAINS.
9. EXISTING MANHOLE TOPS, VALVE BOXES, FIRE HYDRANTS AND ALL OTHER UTILITY APPURTENANCES SHALL BE ADJUSTED, AS REQUIRED, TO MATCH PROPOSED GRADES AS SHOWN ON GRADING PLAN. S.S. MANHOLES IN UNPAVED AREAS SHALL BE ADJUSTED TO BE 6" ABOVE ADJACENT GRADE.
10. FOR EACH SEWER AND WATER CROSSING, CONTRACTOR SHALL CENTER ONE SECTION OF SEWER PIPE ON THE EXISTING OR PROPOSED WATER MAIN.
11. FIRE DEPARTMENT CONNECTIONS SHALL BE LOCATED ON THE BUILDING NO LESS THAN 18", OR NO MORE THAN 48" ABOVE ADJACENT GRADE.
12. THE CONTRACTOR SHALL INSTALL CONCRETE COLLARS (OR OTHER APPROVED MEANS) ON THE UNDERGROUND UTILITIES, TO PREVENT GROUND WATER FROM MIGRATING IN THE UTILITY TRENCH, BELOW THE BUILDING SLAB.
13. ALL WATER AND SANITARY SEWER SERVICES SHALL TERMINATE 5 FEET OUTSIDE THE BUILDING, UNLESS OTHERWISE NOTED, AND THE END OF THESE SERVICES SHALL BE TIGHTLY PLUGGED OR CAPPED. SEE M.E.P. OR ARCHITECTURAL PLANS FOR CONTINUATION.

GRADING NOTES

1. NO SLOPES SHALL BE GREATER THAN 3:1 UNLESS OTHERWISE SHOWN.
2. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO FONDING IN PAVED AREAS. CONTRACTOR FIELD ADJUSTMENTS TO SPOT GRADES TO MAINTAIN POSITIVE DRAINAGE ARE ALLOWED WITH THE PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PAVING, IF ANY AREAS OF POOR DRAINAGE ARE ENCOUNTERED OR ANTICIPATED.
3. THE CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES WHICH ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL NOT ASSUME THE PROPOSED GRADING PLAN CREATES A "BALANCED SITE" AND SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES TO DETERMINE THEIR BID. THE CONTRACTOR IS EXPECTED TO CONSTRUCT THE PROJECT PER THE APPROVED GRADING PLAN. ESTIMATED QUANTITIES BY THE CONSULTANT, IF ANY, ARE PROVIDED AS A COURTESY ONLY AND MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING. DISCREPANCIES IN EARTHWORK QUANTITIES AFTER BEGINNING CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL REFERENCE THE ARCHITECTURAL, STRUCTURAL PLANS, SPECIFICATIONS, AND GEOTECHNICAL REPORT FOR ALL BUILDING PADS.
6. TOP AND TOE SPOTS INDICATE FINAL GROUND ELEVATION AT HIGH SIDE AND THE LOW SIDE, RESPECTIVELY, OF THE WALL OR SLOPE (NOT ANY PHYSICAL ELEVATIONS OF THE WALL STRUCTURE). RETAINING WALL DESIGN IS NOT INCLUDED IN THESE PLANS.

TRAFFIC CONTROL NOTES

1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS PRIOR TO ANY WORK IN A PUBLIC RIGHT-OF-WAY, SEALED AND SIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF TEXAS.
2. ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), LATEST VERSION.
3. THE CONTRACTOR SHALL COVER EXISTING SIGNS AND OBLITERATE EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF TRAFFIC CONTROL PLANS TO AVOID CONFUSION TO THE TRAVELING PUBLIC.
4. ALL TEMPORARY SIGNS, BARRICADES, WARNING LIGHTS AND OTHER MISCELLANEOUS TRAFFIC CONTROL MEASURES SHALL BE REMOVED AND PERMANENT TRAFFIC CONTROL MEASURES, SIGNS, AND PAVEMENT MARKINGS REPLACED AT THE END OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
5. TRAFFIC BARRICADES WILL BE REQUIRED AT ALL PROPOSED DRIVEWAY CONNECTIONS TO STREETS. BARRICADES SHALL CONFORM TO THE INSTALLATION SHOWN IN THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD), LATEST VERSION.
6. CONTRACTOR SHALL OBTAIN LANE CLOSURE PERMITS WHEN REQUIRED.
7. CONTRACTOR SHALL COVER STREET EXCAVATIONS WITH ADEQUATELY ANCHORED STEEL PLATES DURING NONWORKING HOURS AND OPEN LANES OF TRAFFIC FLOW.
8. APPROVED COPIES OF "TRAFFIC CONTROL PLANS" AND LANE/SIDEWALK CLOSURE PERMITS SHALL BE AVAILABLE FOR INSPECTION AT JOB SITE AT ALL TIMES.

GEOTECHNICAL NOTES:

1. THE GEOTECHNICAL REPORT IS INTEGRAL TO THIS PLAN SET AND THE CONTRACTOR IS OBLIGATED TO COMPLY WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT, INCLUDING BUT NOT LIMITED TO, PAVEMENT SECTIONS AND SUBGRADE PREPARATION.
2. CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH THE GEOTECHNICAL REPORT IN ITS ENTIRETY AND SHALL REQUEST CLARIFICATION IN WRITING FROM THE ENGINEER FOR ANY DISCREPANCIES BETWEEN THE PLANS AND THE GEOTECHNICAL REPORT.

ACCESSIBILITY NOTES

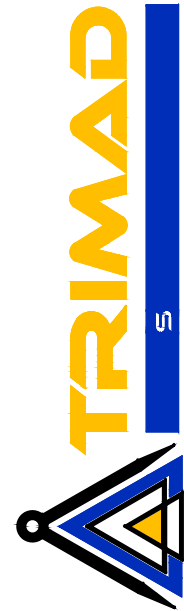
1. IT IS THE ENGINEER'S INTENT THAT SURFACES AT ACCESSIBLE PARKING SPACES, AT DROP OFF AND PICK UP AREAS, ALONG ACCESSIBLE ROUTES, AND AT BUILDING ENTRANCES OR EXITS ARE CONSTRUCTED SUCH THAT THOSE SURFACES SHALL HAVE A SLOPE NOT GREATER THAN 2.00% IN ANY DIRECTION AND NOT LESS THAN 1.00% IN THE DIRECTION OF STORM WATER RUNOFF. HOWEVER, LONGITUDINAL SLOPES ALONG ACCESSIBLE ROUTES MAY BE INCREASED TO NOT MORE THAN 5.00% IF SO INDICATED BY THE ENGINEER'S GRADING PLAN.
2. IN CASE OF DISCREPANCY WITH SPOT ELEVATIONS OR ELEVATION CONTOURS, THE ENGINEER'S INTENT DESCRIBED IN THIS NOTE SHALL GOVERN. THE CONTRACTOR SHALL CONSTRUCT THE IMPROVEMENTS IN COMPLIANCE WITH THE ENGINEER'S INTENT AS DESCRIBED IN THIS NOTE UNLESS THE CONTRACTOR HAS COORDINATED WITH THE ENGINEER AND RECEIVED WRITTEN AUTHORIZATION TO PROCEED OTHERWISE.
3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, AS A PART OF THE CONTRACTOR'S CONSTRUCTION OVERSIGHT DUTIES, TO THOROUGHLY REVIEW ALL PROPOSED SLOPES AND ELEVATIONS PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENTS.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF PLAN DISCREPANCIES OR DISCREPANCIES BETWEEN THE PLANS AND THE RULE DESCRIBED IN "ACCESSIBILITY NOTE 1", PRIOR TO CONSTRUCTION, AND THE CONTRACTOR SHALL ALLOW THE ENGINEER TIME TO REVIEW THE PLANS AND MAKE REVISIONS IF NECESSARY.
5. THE ENGINEER'S PLANS HAVE BEEN PREPARED WITHOUT THE BENEFIT OF DETAILS REGARDING THE THRESHOLD TO BE INSTALLED AT BUILDING INGRESS/EGRESS LOCATIONS. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE ARCHITECT OF THE BUILDING TO ENSURE THAT ELEVATION DIFFERENCES BETWEEN THE BUILDING'S FINISHED FLOOR, THE THRESHOLD, AND THE FLATWORK ADJACENT TO THE BUILDING ARE IN COMPLIANCE WITH ALL APPLICABLE ACCESSIBILITY REQUIREMENTS.
6. THE CONTRACTOR SHALL ENSURE THAT THERE IS POSITIVE DRAINAGE AWAY FROM THE BUILDING AT ALL LOCATIONS.
7. IT IS IMPERATIVE THAT THE CONTRACTOR COORDINATE ACCESSIBILITY CONCERNS WITH THE ENGINEER AND ARCHITECT PRIOR TO CONSTRUCTING THE IMPROVEMENTS. IF THE CONTRACTOR FAILS TO ADEQUATELY COORDINATE WITH THE ENGINEER AND THE ARCHITECT PRIOR TO CONSTRUCTING IMPROVEMENTS, ANY EXTRA COSTS TO RECTIFY ACCESSIBILITY ISSUES WILL BE AT CONTRACTOR'S SOLE EXPENSE, AND THE CONTRACTOR SHALL, WITH NO EXTRA PAY, PERFORM RE-WORK SUCH AS DEMOLITION, REMOVAL, RE-GRADING, AND REPLACEMENT OF ANY CONCRETE, ASPHALT, COMPACTED EARTH OR OTHER SURFACES, AND ALL OTHER RELATED IMPROVEMENTS, WHICH HAVE BEEN CONSTRUCTED BY CONTRACTOR OR CONTRACTOR'S SUB-CONTRACTOR THAT DO NOT COMPLY WITH ALL APPLICABLE CODES AND ACCESSIBILITY REQUIREMENTS

FRANCHISE UTILITY NOTES:

1. CONTRACTOR SHALL CONTACT FRANCHISE UTILITY COMPANIES PRIOR TO CONSTRUCTION, IN ORDER TO LOCATE AND/OR DISCONNECT EXISTING SERVICES, AND TO COORDINATE NE SERVICE.
2. ANY PROPOSED FRANCHISE UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE CONCEPTUAL ONLY. THE CONTRACTOR SHALL COORDINATE THE EXACT DESIGN, ALIGNMENT, INSTALLATION REQUIREMENTS AND COST SHARING ARRANGEMENTS WITH THE INDIVIDUAL UTILITY PROVIDERS AND THE PROJECT OWNER.
3. THE CONTRACTOR SHALL INCLUDE IN THE BASE BID, ALL ASSOCIATED COSTS TO INSTALL FRANCHISE UTILITY (GAS, ELECTRIC, PHONE, CABLE) SERVICE TO THE PROPOSED BUILDING. THE CONTRACTOR SHALL ESTABLISH ADEQUATE LEAD TIME IN THEIR CONSTRUCTION SCHEDULE FOR COORDINATING AND PROCURING FRANCHISE UTILITY SERVICES.
4. THE COST OF REPLACING AND/OR REPAIRING ITEM INCLUDING, BUT NOT LIMITED TO, PAVEMENT, LANDSCAPING, IRRIGATION, ETC REMOVED OR DAMAGED BY THE INSTALLATION OF FRANCHISE UTILITIES SHALL BE CONSIDERED SUBSIDIARY TO THE BASE BID AND NOT A SEPARATE PAY ITEM. SUCH ITEMS SHALL BE RESTORED TO A CONDITION BETTER THAN OR EQUAL TO THEIR EXISTING CONDITION.

EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES. THE CONTRACTOR SHALL USE SEDIMENT FILTERS OR OTHER MEASURES APPROVED BY THE ENGINEER AND CONSTRUCTION MANAGER TO PREVENT SILT AND CONSTRUCTION DEBRIS FROM CLOGGING STORM SEWER PIPES OR PROPOSED OR EXISTING INLETS, OR FROM BEING TRANSPORTED TO ADJACENT PROPERTIES AND STREET RIGHT-OF-WAYS. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL FINAL GRADING AND PAVING IS COMPLETE AND PERMANENT SOIL STABILIZATION IS ACHIEVED BY MEANS OF PAVEMENT AND VEGETATION OR OTHER PERMANENT EROSION CONTROL MEASURES.
2. CONTRACTOR SHALL REFERENCE EROSION CONTROL PLAN NOTES AND SPECIFICATIONS FOR GENERAL STORMWATER POLLUTION PREVENTION AND BEST MANAGEMENT PRACTICES (BMP). BECAUSE EROSION CONTROL AND BMPs ARE CLOSELY TIED TO MEANS AND METHODS OF CONSTRUCTION, ENGINEER SHALL NOT BE HELD LIABLE, WHETHER JOINT OR SEVERABLE, FOR FINES RELATED TO THE STORMWATER POLLUTION PREVENTION, OUTSIDE OF THE CONTROLS ON THE SEALED EROSION CONTROL PLAN IN THIS SET.
3. CONSTRUCTION OPERATIONS SHALL BE MANAGED SO THAT AS MUCH OF THE SITE AS POSSIBLE IS LEFT COVERED WITH EXISTING TOPSOIL AND VEGETATION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
5. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH. THE AREAS SHALL THEN BE SEEDED (OR SODDED), IRRIGATED, AND MAINTAINED UNTIL PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE. UNLESS OTHERWISE NOTED, PRIVATE LAWN AREAS AND PARKWAYS IN FRONT OF PRIVATE LAWN AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED WITH BLOCK SOD SIMILAR TO THAT EXISTING. LANDSCAPE AREAS OUTSIDE OF PARKING SHALL BE STABILIZED IMMEDIATELY AFTER PARKING PLACEMENT. FAILURE TO BEGIN STABILIZATION OF THESE AREAS MAY RESULT IN DELAYS FOR BUILDING PAD.
6. THE CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE/EXIT AT ALL POINTS OF CONSTRUCTION ACCESS TO THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION TRAFFIC UTILIZES THE STABILIZED ENTRANCE AT ALL TIMES FOR INGRESS/EGRESS TO THE SITE. SEDIMENTS TRACKED ONTO EXISTING ROADWAYS SHALL BE REMOVED IMMEDIATELY.
7. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON A PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE TO A PUBLIC ROADWAY, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. A WHEEL WASH SYSTEM MAY BE INCORPORATED INTO THE STABILIZED CONSTRUCTION ENTRANCE/EXIT. ALL FINES IMPOSED FOR TRACKING OF SEDIMENT ONTO PUBLIC ROADS SHALL BE PAID BY THE CONTRACTOR.
8. CONTRACTOR IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE REQUIRED EROSION CONTROL DEVICES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EROSION CONTROLS SHALL BE REPAIRED OR REPLACED AS INSPECTION DEMES NECESSARY, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ACCUMULATED SILT IN ANY EROSION CONTROL DEVICE SHALL BE REMOVED AND SHALL BE DISTRIBUTED ON SITE IN A MANNER NOT CONTRIBUTING TO ADDITIONAL SILTATION. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL DEVICE WHICH IS DISTURBED.
9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE FILTER BARRIER (OR OTHER METHOD APPROVED BY THE ENGINEER AND APPLICABLE AUTHORITY) AS REQUIRED TO PREVENT ADVERSE OFF SITE IMPACTS OR STORM WATER QUALITY FROM SILT AND CONSTRUCTION DEBRIS FLOWING ONTO ADJACENT PROPERTIES AS REQUIRED BY THE APPLICABLE AUTHORITY.
10. BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED BY THE PLANS. THE CONTRACTOR SHALL PROTECT AND PRESERVE CONTROL POINTS AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE GRADING CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.



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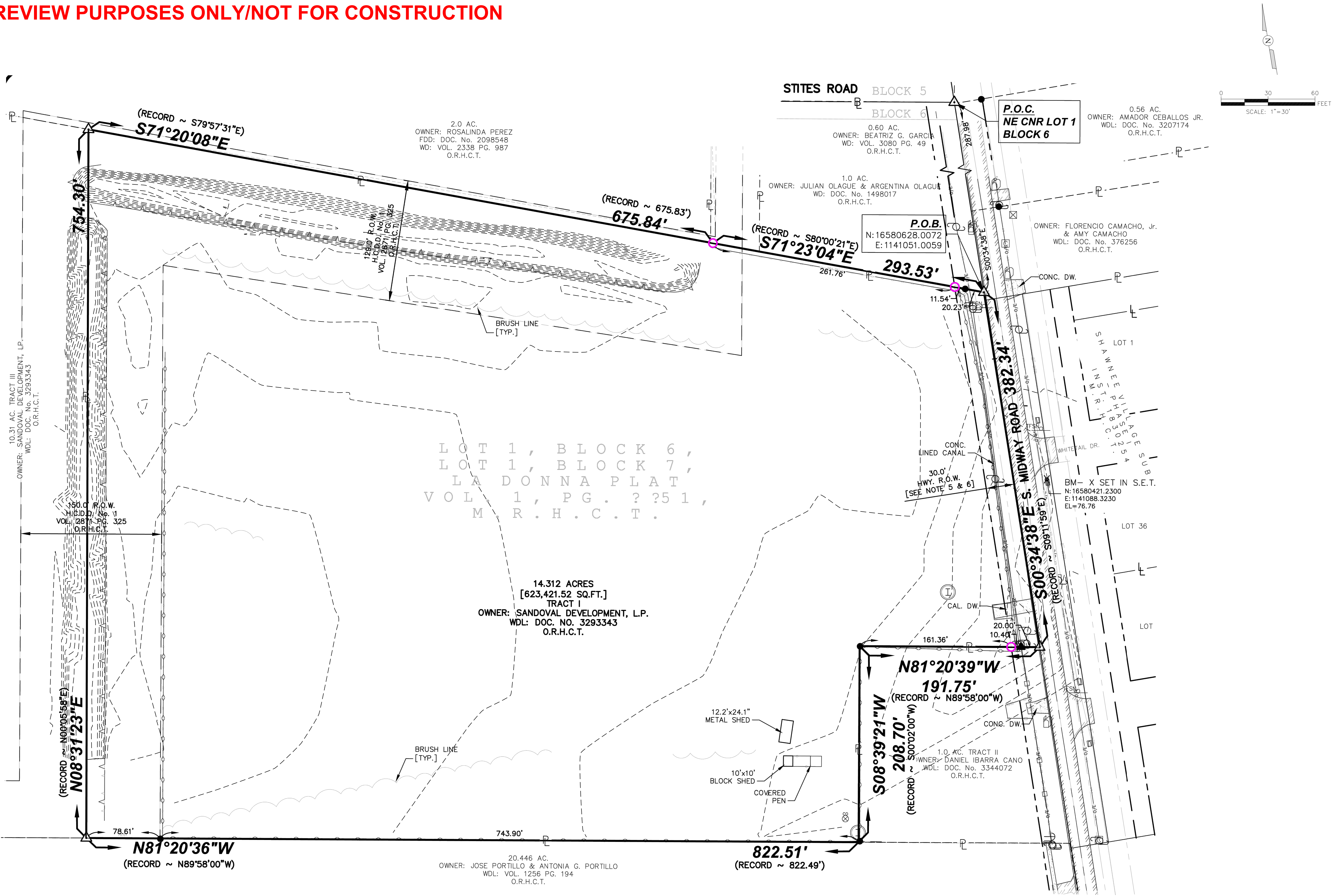
GENERAL NOTES
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003

DESIGNED: SR

DRAWN: CAD

SHEET: 3 OF 24



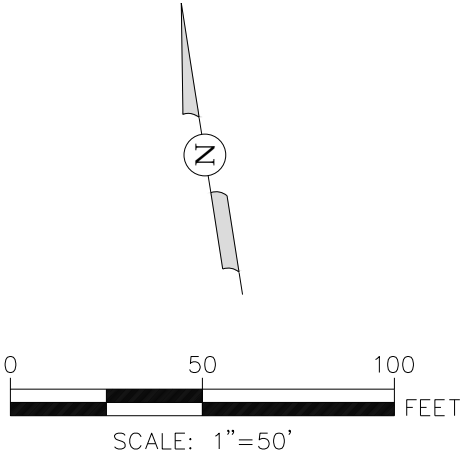


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EXISTING CONDITIONS
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD



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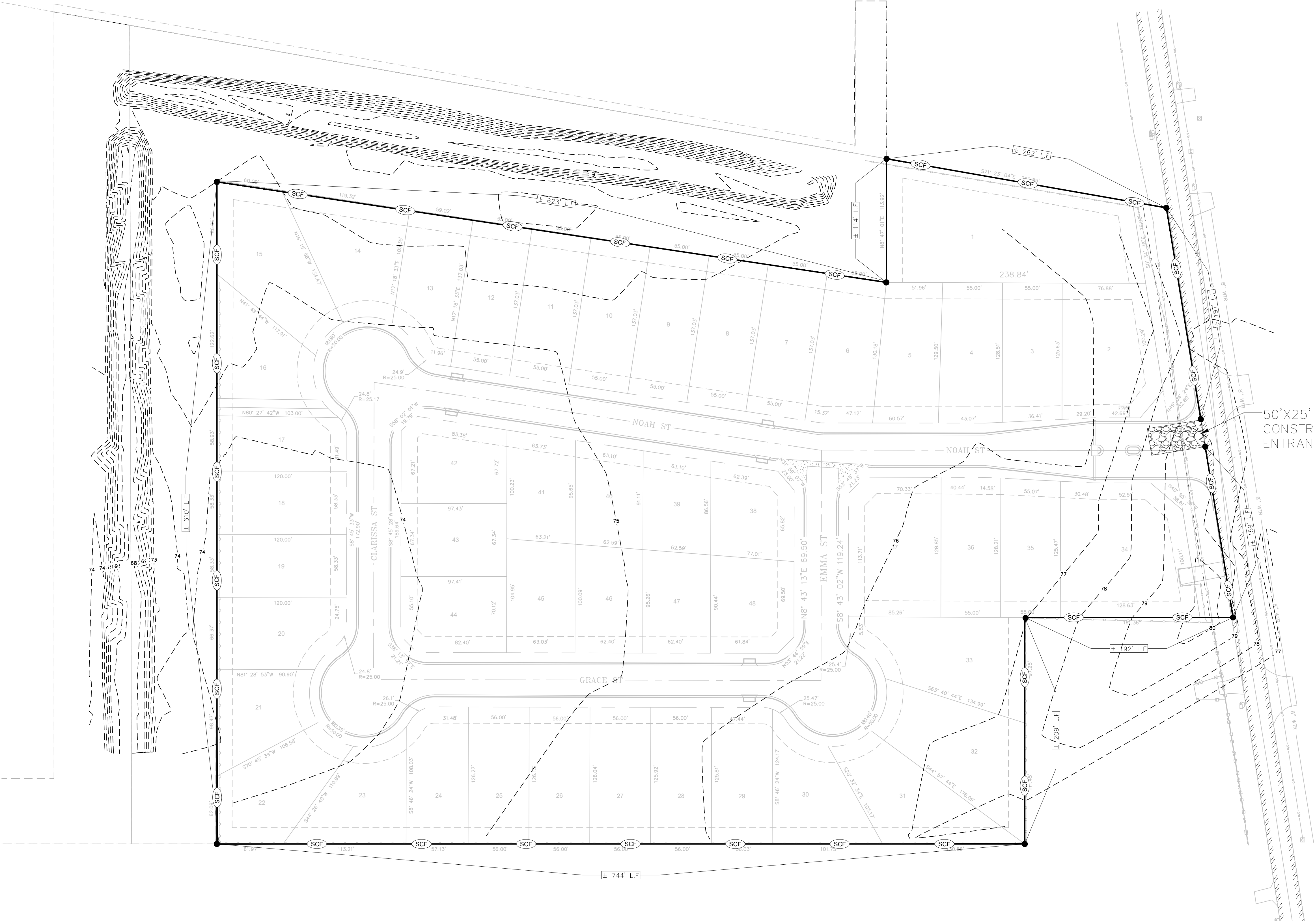
EROSION CONTROL PLAN
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003

DESIGNED: SR

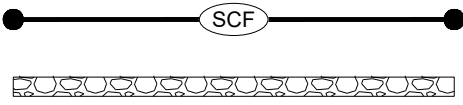
DRAWN: CAD

SHEET: 5 OF 24



LEGEND

TEMPORARY SEDIMENT
CONTROL FENCE
CONSTRUCTION ENTRANCE



SHEET NOTES

1. REFER TO SHEET 18 FOR STORM WATER PRESERVATION PLAN DETAILS AND NOTES.

STORM WATER POLLUTION
PREVENTION SUMMARY

SEDIMENT CONTROL FENCE (SCF)	3111 L.F.
CONSTRUCTION EXIT (TYPE 1)	139 SQ.YD



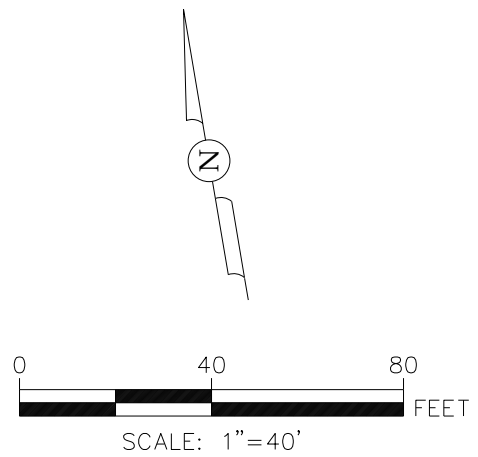
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No. 125392 on MAY. 2024

OVERALL WATER PLAN
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 6 OF 24



0.92 ACRES
[40,075.2 SQ.FT.]
TRACT 1
OWNER: OLAGUE JULIAND &
ARGENTINA
DOC #1498017
O.R.H.C.T

S MIDWAY RD

1-8" END CAP
W/ 2" BLOW-OFF ASSEMBLY
N:16580624.7224
E:1141049.9887

S MIDWAY RD

FIRE HYDRANT
1-6"x6" TEE, MJ
1-6" GATE VALVE, MJ
1-6" VALVE BOX COMPLETE
1-1/2" BEND, MJ
6" D.I. PIPE, CUT AS REQUIRED
1- STD. FIRE HYDRANT
N:16580391.5717
E:1140938.1840

32 LF 8" PVC
C900 (DR18)

1-8" TEE, MJ
N:16580369.9396
E:1141052.5553

41 LF 8" PVC
C900 (DR18)

1-8"x8" TEE, MJ
(1) 8" GATE VALVE W/
VALVE BOX COMPLETE
N:16580369.8726
E:1141045.9090

18 LF 8" PVC
C900 (DR18)

1-8" 90° BEND, MJ
N:16580352.0016
E:1141052.7360

TIE INTO EXISTING
1-8" TEE, MJ
N:16580352.4151
E:1141093.7824

0.90 ACR
[39,204 SQ
TRACT
OWNER: CANO
ID ADDA

LEGEND

PROPERTY BOUNDARY	---
R.O.W. LINE	---
EXISTING WATER LINE	---EX 8" WTR---
PROPOSED 8" WATER LINE	---
PROPOSED FIRE HYDRANT	*
PROPOSED WATER METER	⊞

FOR REVIEW PURPOSES ONLY/NOT FOR CONSTRUCTION

[41,382 SQ.FT.]
TRACT 1
OWNER: HIDALGO
COUNTY DRAINAGE
DISTRICT NO.1

FIRE HYDRANT
1-6"x6" TEE, MJ
1-6" GATE VALVE, MJ
1-6" VALVE BOX COMPLETE
1-1/2" BEND, MJ
6" D.I. PIPE, CUT AS REQUIRED
1- STD. FIRE HYDRANT
N:16580473.6216
E:1140310.5567

26 LF 8" PVC
C900 (DR18)

1-8" CUSTOM 54" BEND, MJ
N:16580545.9838
E:1140340.4348

1-8" 45° BEND, MJ
N:16580530.4925
E:1140319.3194

334 LF 8" PVC
C900 (DR18)

1-8" CUSTOM 36" BEND, MJ
N:16580446.6656
E:1140659.1277

8 LF 8" PVC
C900 (DR18)

8 LF 8" PVC
C900 (DR18)

1-8" TEE, MJ
N:16580438.8695
E:1140671.4534

1-8" 45° BEND, MJ
N:16580440.0186
E:1140664.0043

9 LF 8" PVC
C900 (DR18)

1-8" 45° BEND, MJ
N:16580430.3261
E:1140670.1720

1-8" 45° BEND, MJ
N:16580421.2529
E:1140676.8305

135 LF 8" PVC
C900 (DR18)

1-8" 45° BEND, MJ
N:16580288.0039
E:1140656.3774

FIRE HYDRANT
1-6"x6" TEE, MJ
1-6" GATE VALVE, MJ
1-6" VALVE BOX COMPLETE
1-1/2" BEND, MJ
6" D.I. PIPE, CUT AS REQUIRED
1- STD. FIRE HYDRANT
N:16580280.1015
E:1140645.6061

333 LF 8" PVC
C900 (DR18)

1-8" 45° BEND, MJ
N:16580321.5867
E:1140314.7901

1-8" 45° BEND, MJ
N:16580352.7738
E:1140291.9365

26 LF 8" PVC
C900 (DR18)

14.312 ACRES
[623,421.52 SQ.FT.]
TRACT 1
OWNER: SANDOVAL DEVELOPMENT, L.P.
MDL. DOC. NO. 3293343
O.R.H.C.T.

GRACE ST

EMMA ST

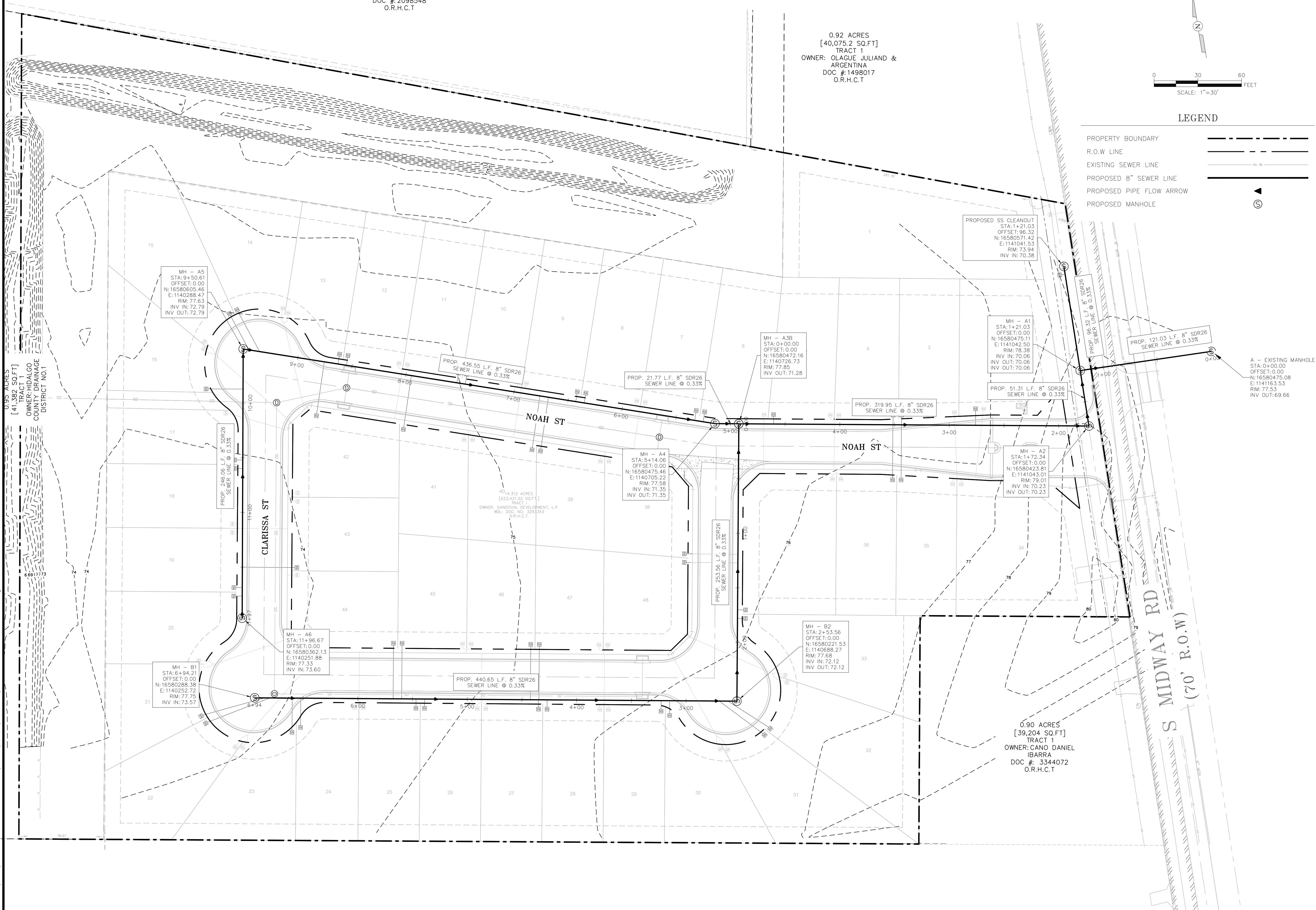
NOAH ST

NOAH ST

GLADIS ST

W:\PROJECTS\2024\15\150000\150000.DWG
DOC # 2098548
O.R.H.C.T

Date: May 15, 2024, 9:12am User ID: Engineer 4
File: Y:\CADD\CIVIL 3D\SUBDIVISION PROJECTS\DONNA\DONNA.DWG\CX - OVERALL SEWER LAYOUT.dwg



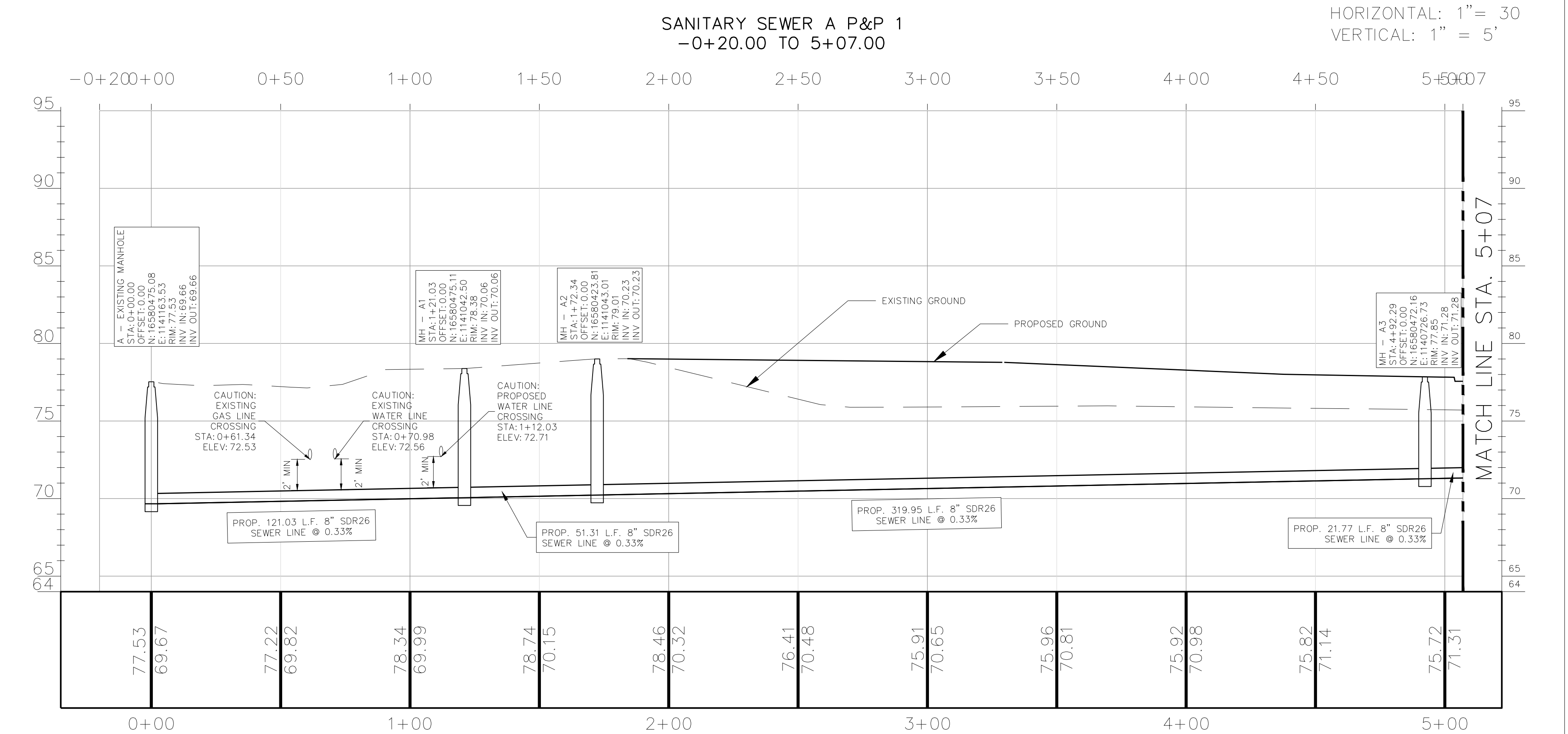
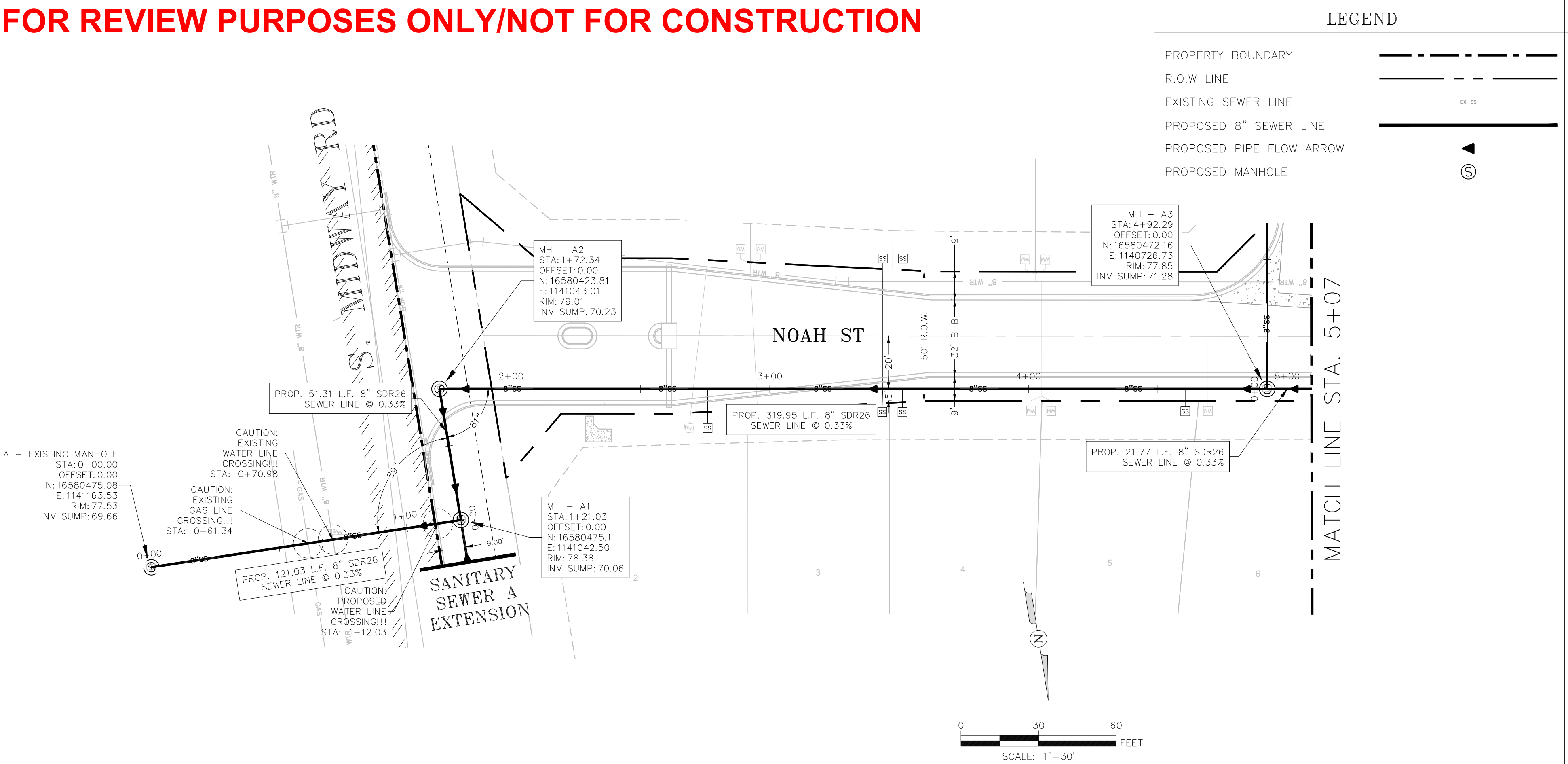
TEXAS FIRM No. F-18526
1803 NOZELLE ST. PHARR, TEXAS 78577
PH. (956) 688-8860
RSALAZAR@TRIMADTX.COM
JPEREZ@TRIMADTX.COM

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No. 125392 on MAY. 2024

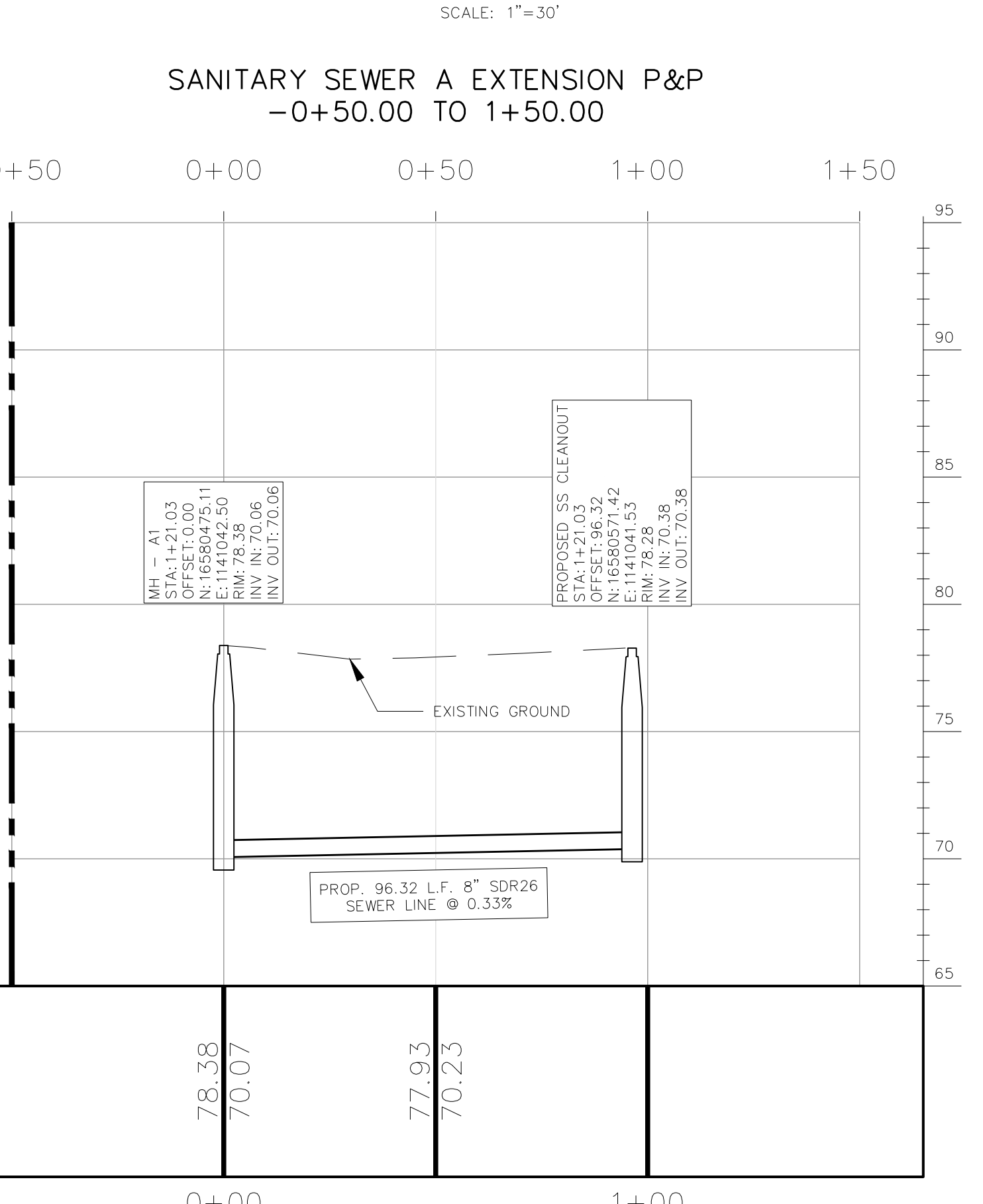
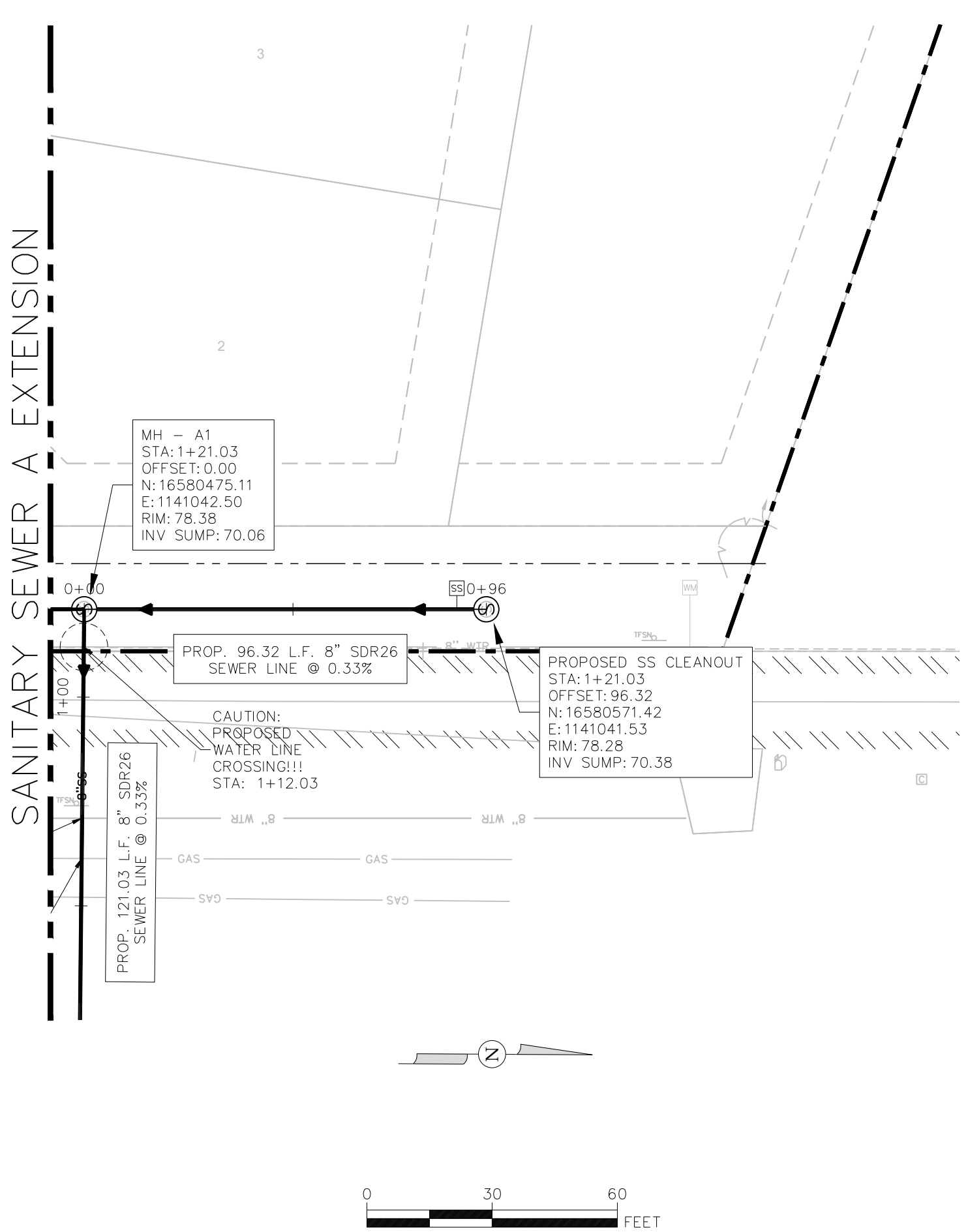
OVERALL SEWER PLAN
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 7 OF 24



CAUTION!!: THE CONTRACTOR SHALL BE REQUIRED TO LOCATE ALL PUBLIC OR PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO: WATER, SEWER, TELEPHONE AND FIBER OPTIC LINES, SITE LIGHTING ELECTRIC, SECONDARY ELECTRIC, PRIMARY ELECTRICAL DUCT BANKS, LANDSCAPE IRRIGATION FACILITIES, AND GAS LINES. ANY UTILITY CONFLICTS THAT ARISE SHOULD BE COMMUNICATED TO THE ENGINEER IMMEDIATELY AND PRIOR TO CONSTRUCTION.THE CONTRACTOR SHALL CONTACT 1-800-DIG-TEST A MINIMUM OF 48 HOURS PRIOR TO THE START OF CONSTRUCTION. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND THE REPAIR SHALL BE AT CONTRACTOR'S SOLE EXPENSE WHETHER THE UTILITY IS SHOWN ON THESE PLANS OR NOT.





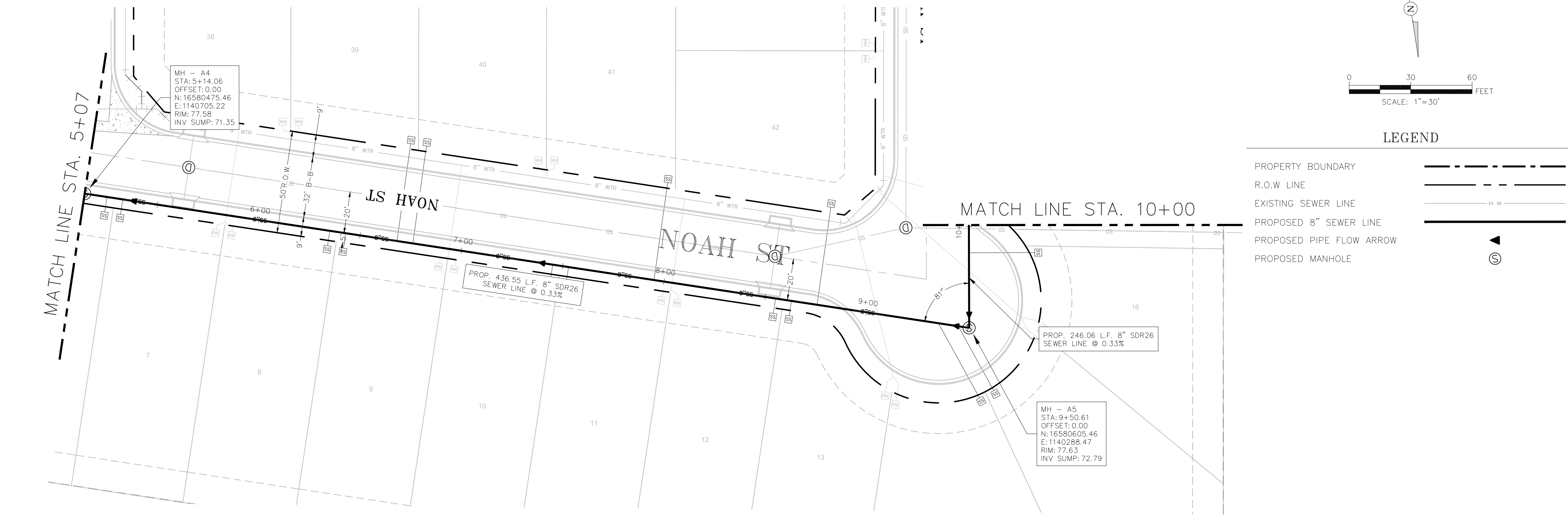
TEXAS FIRM No. F-18526
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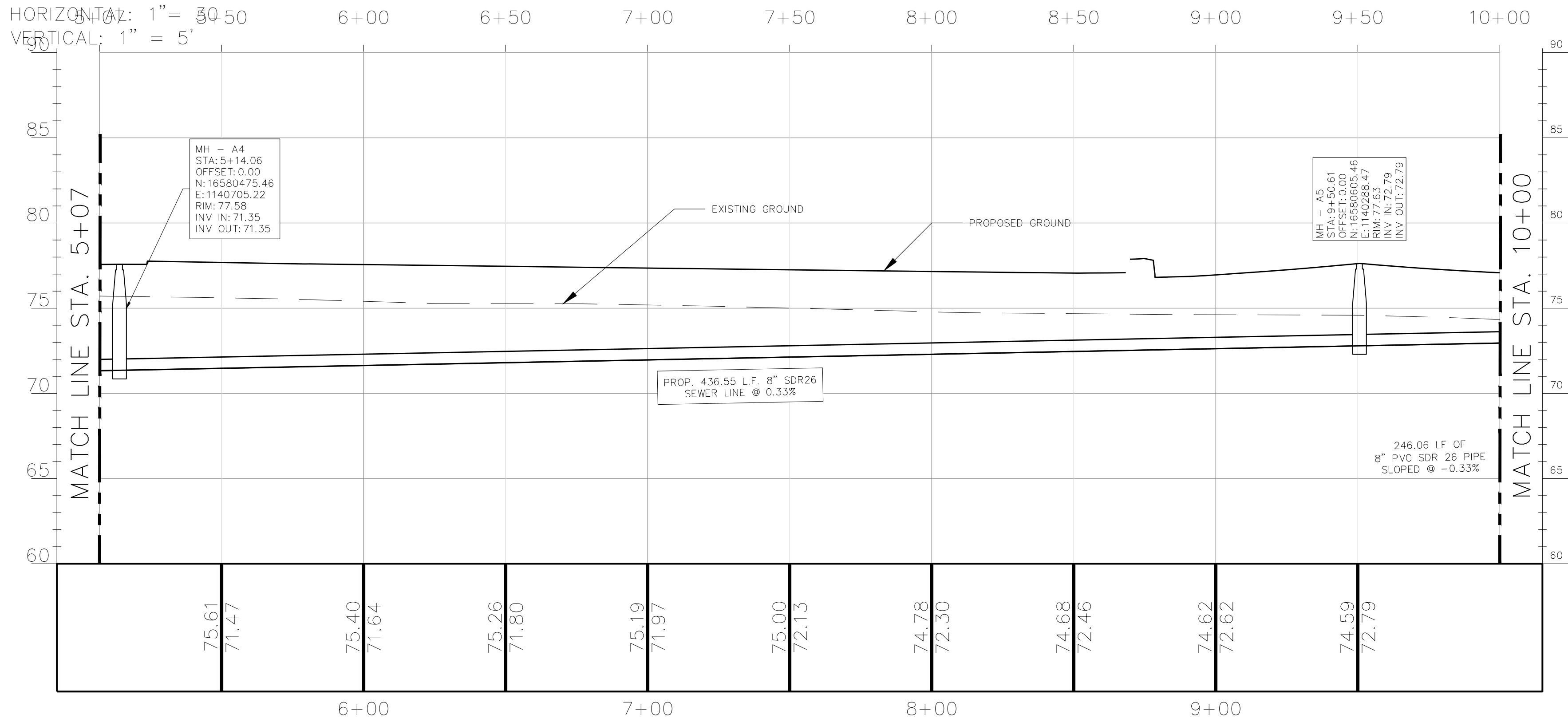
SEWER A PLAN & PROFILE I
MIDWAY ESTATES
DONNA, TEXAS

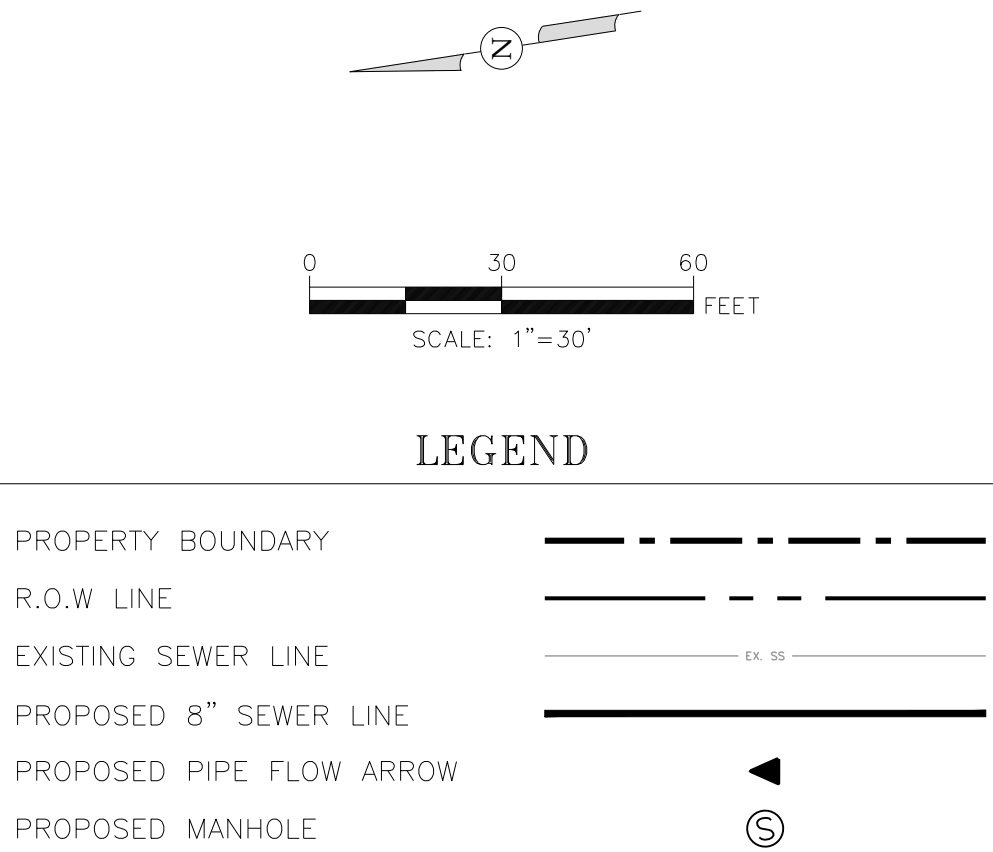
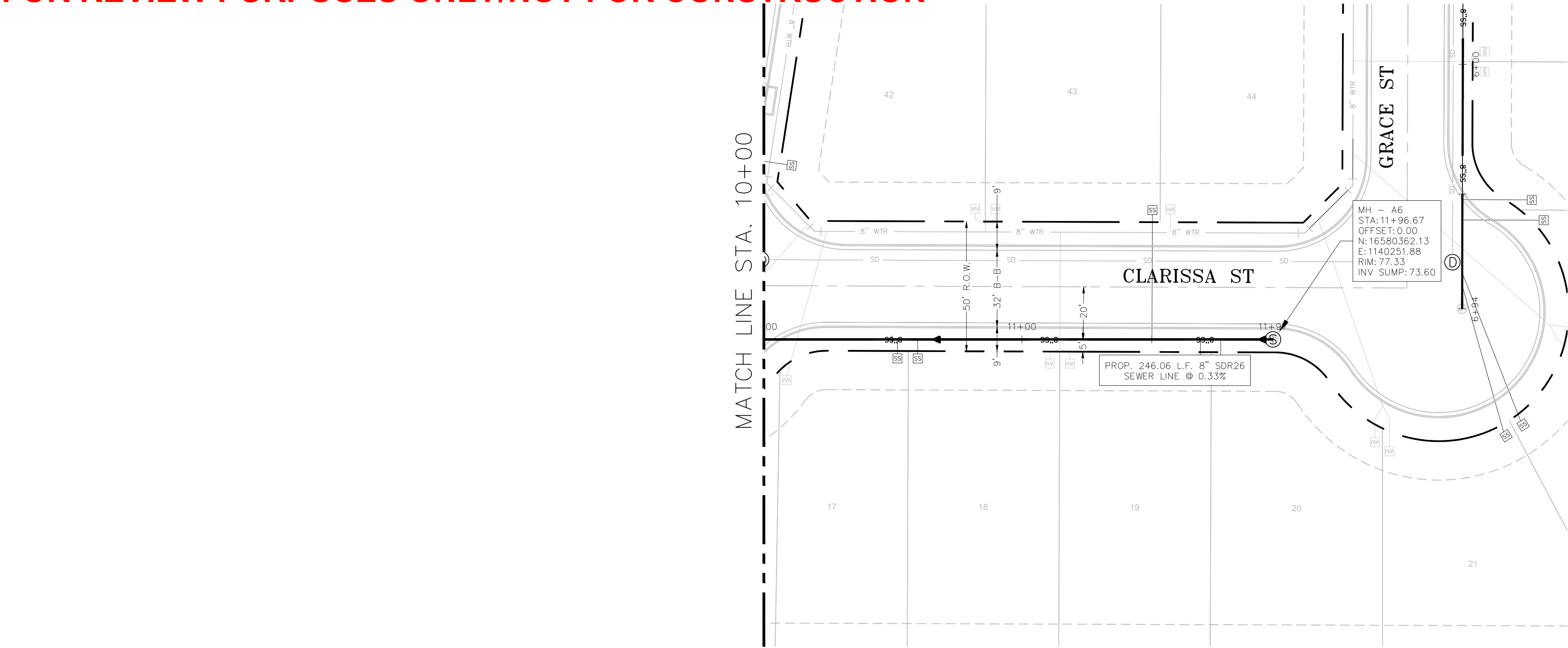
PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 8 OF 24



SANITARY SEWER A P&P 2
5+07.00 TO 10+00.00

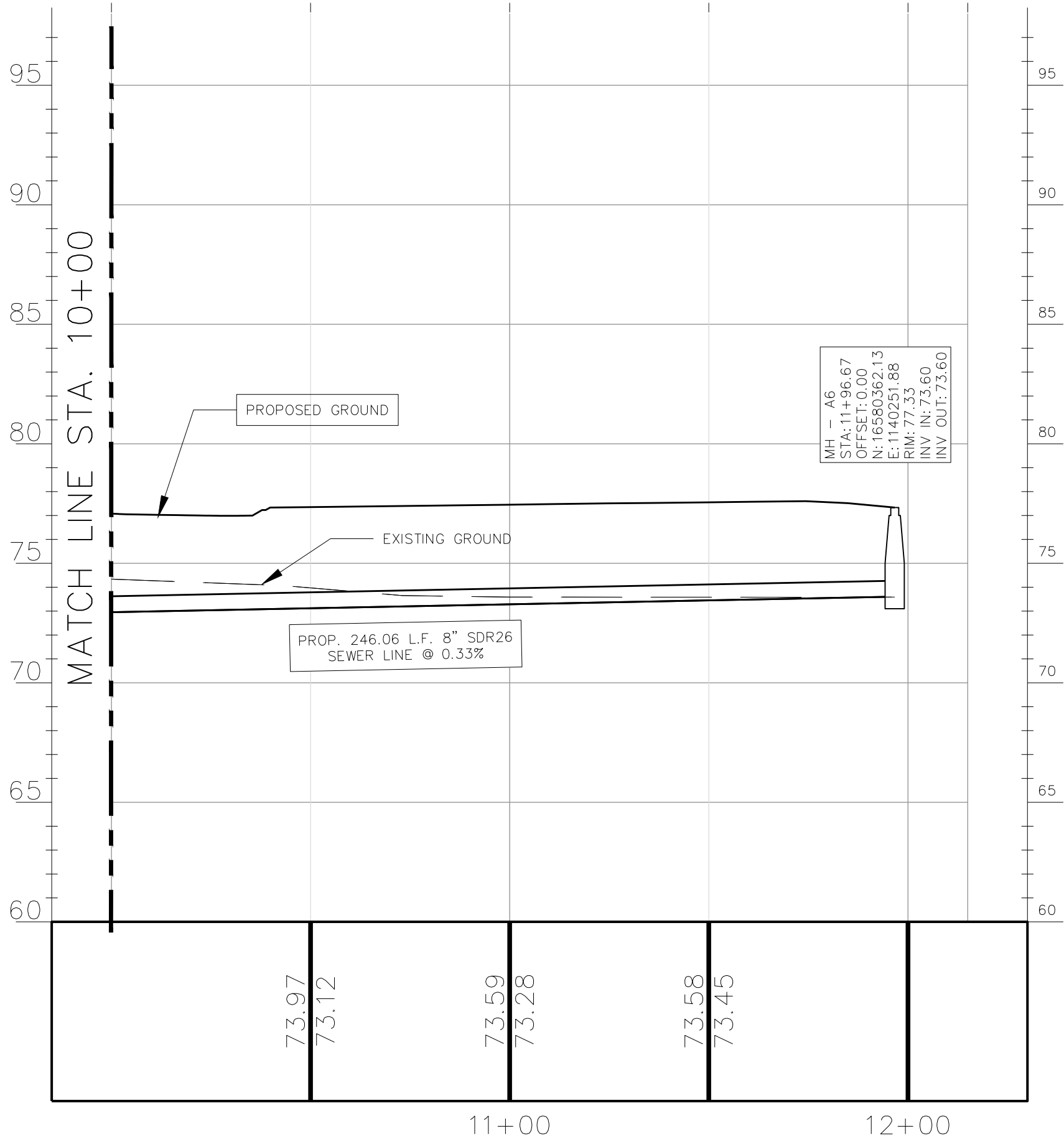




HORIZONTAL: 1"= 30'
VERTICAL: 1" = 5'

SANITARY SEWER A P&P 3
10+00.00 TO 12+15.00

10+00 10+50 11+00 11+50 12+00 12+15



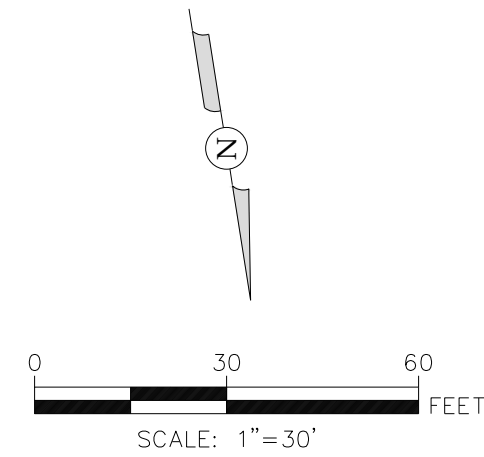
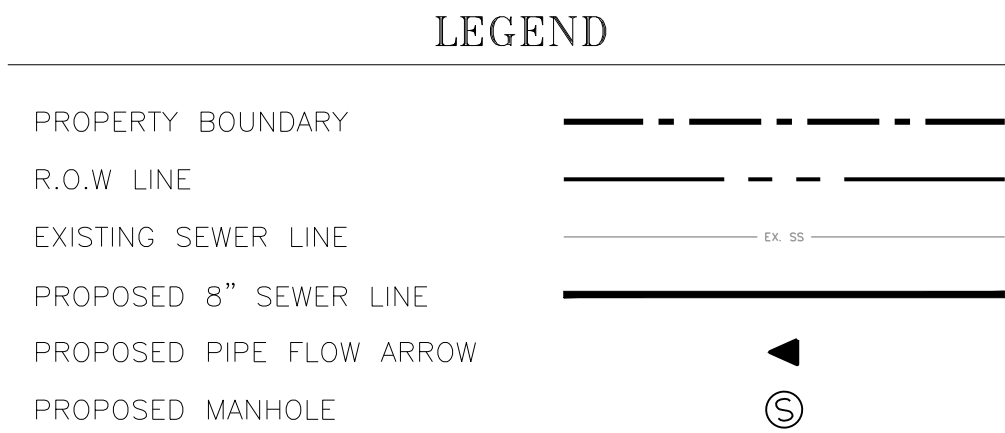
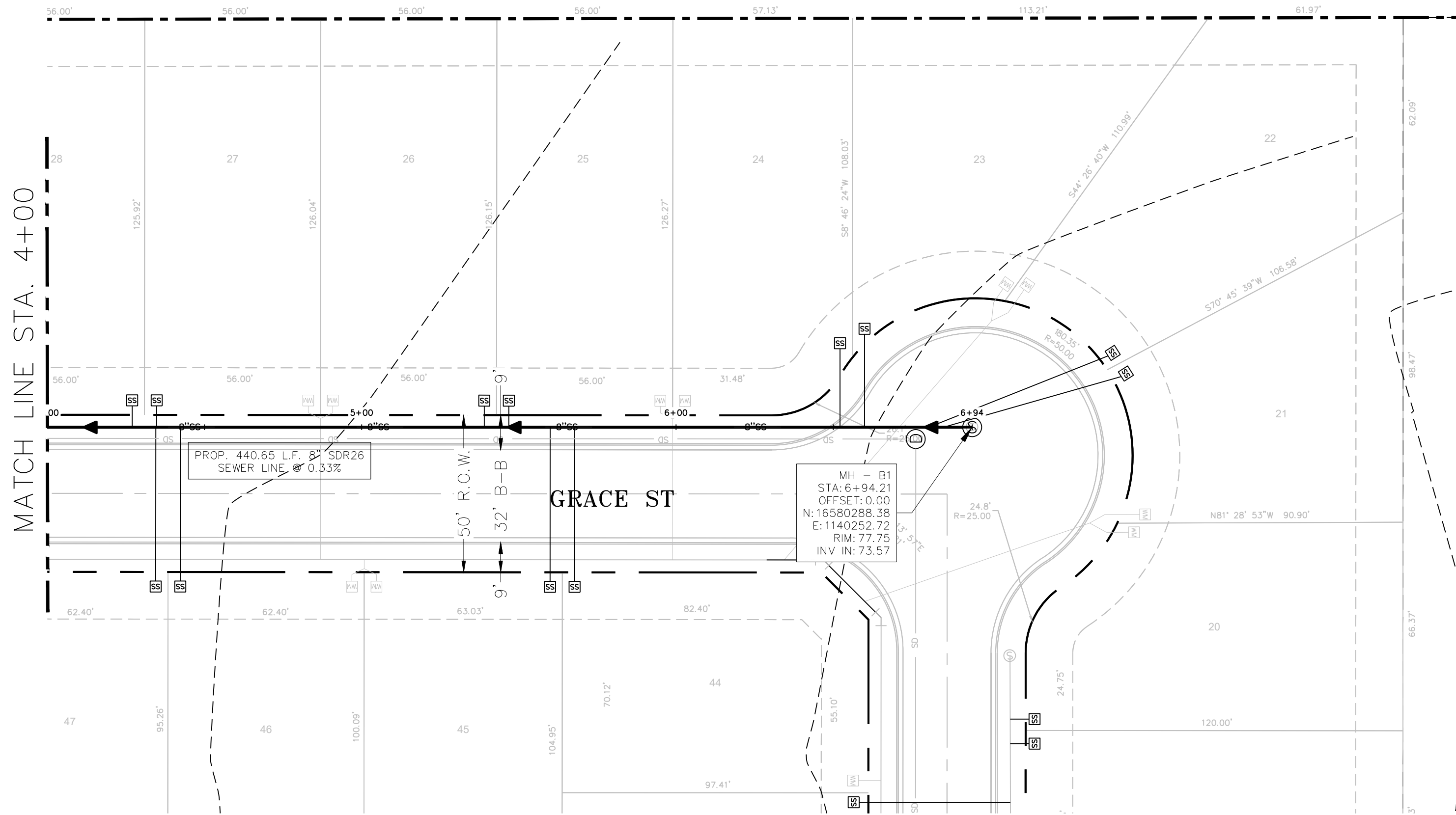


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SEWER A PLAN & PROFILE III
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD



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SEWER B PLAN & PROFILE II

MIDWAY ESTATES DONNA, TEXAS

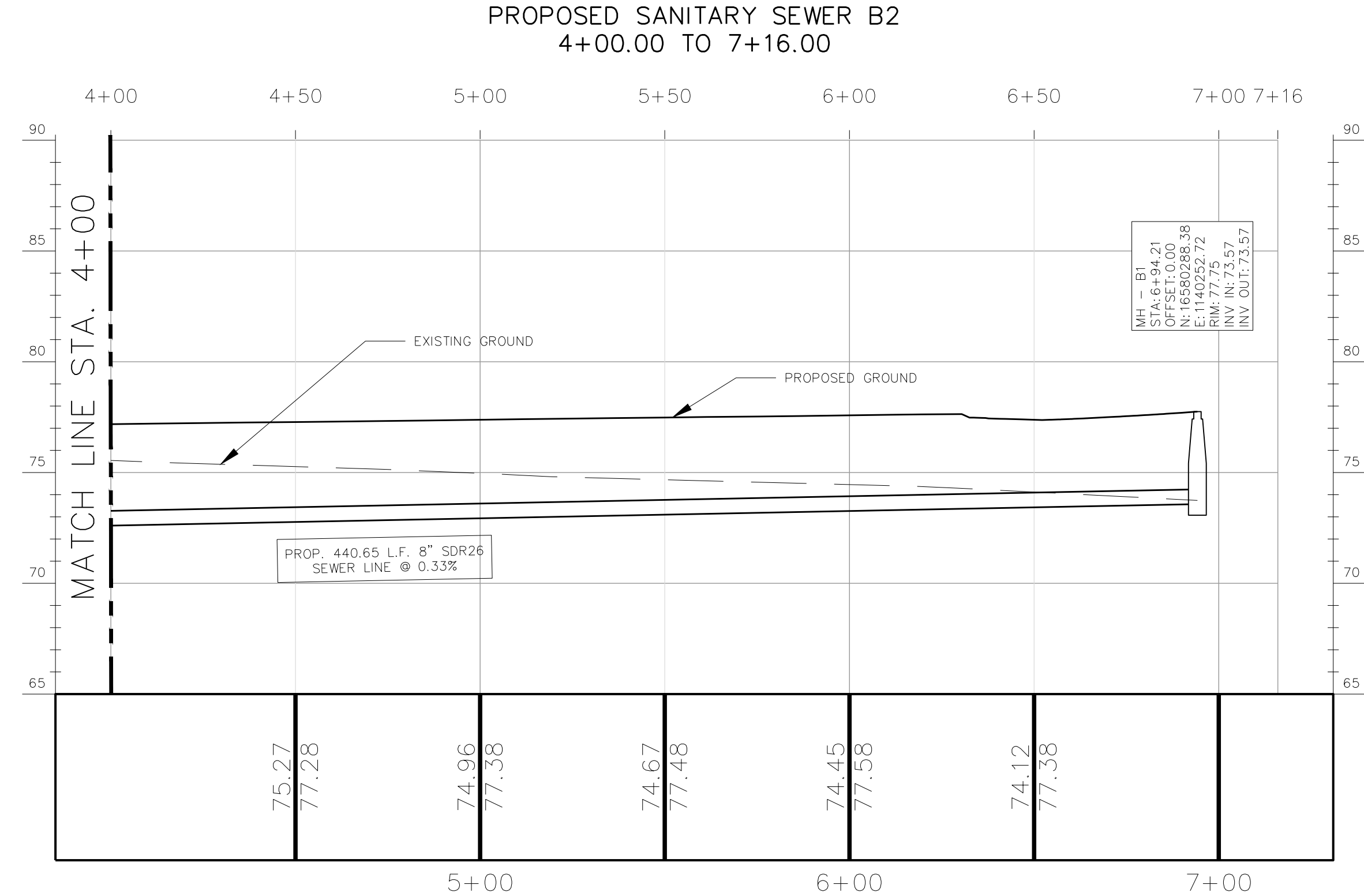
PROJ. NO.: 22.003

DESIGNED: SR

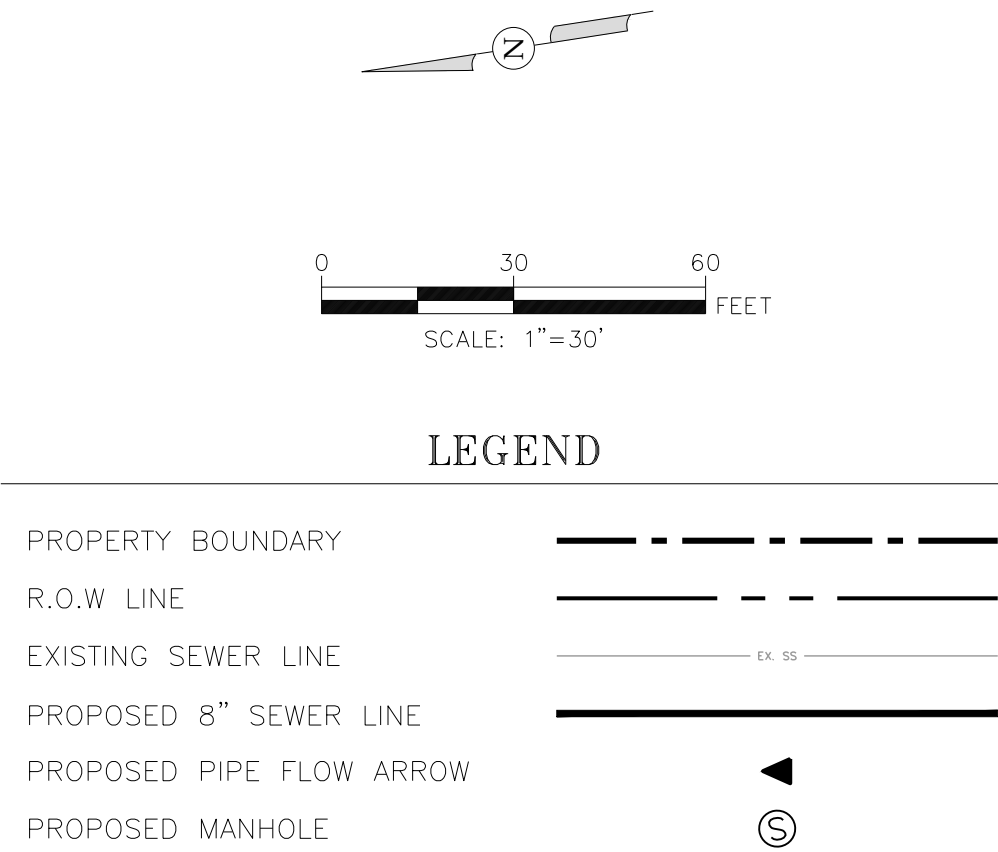
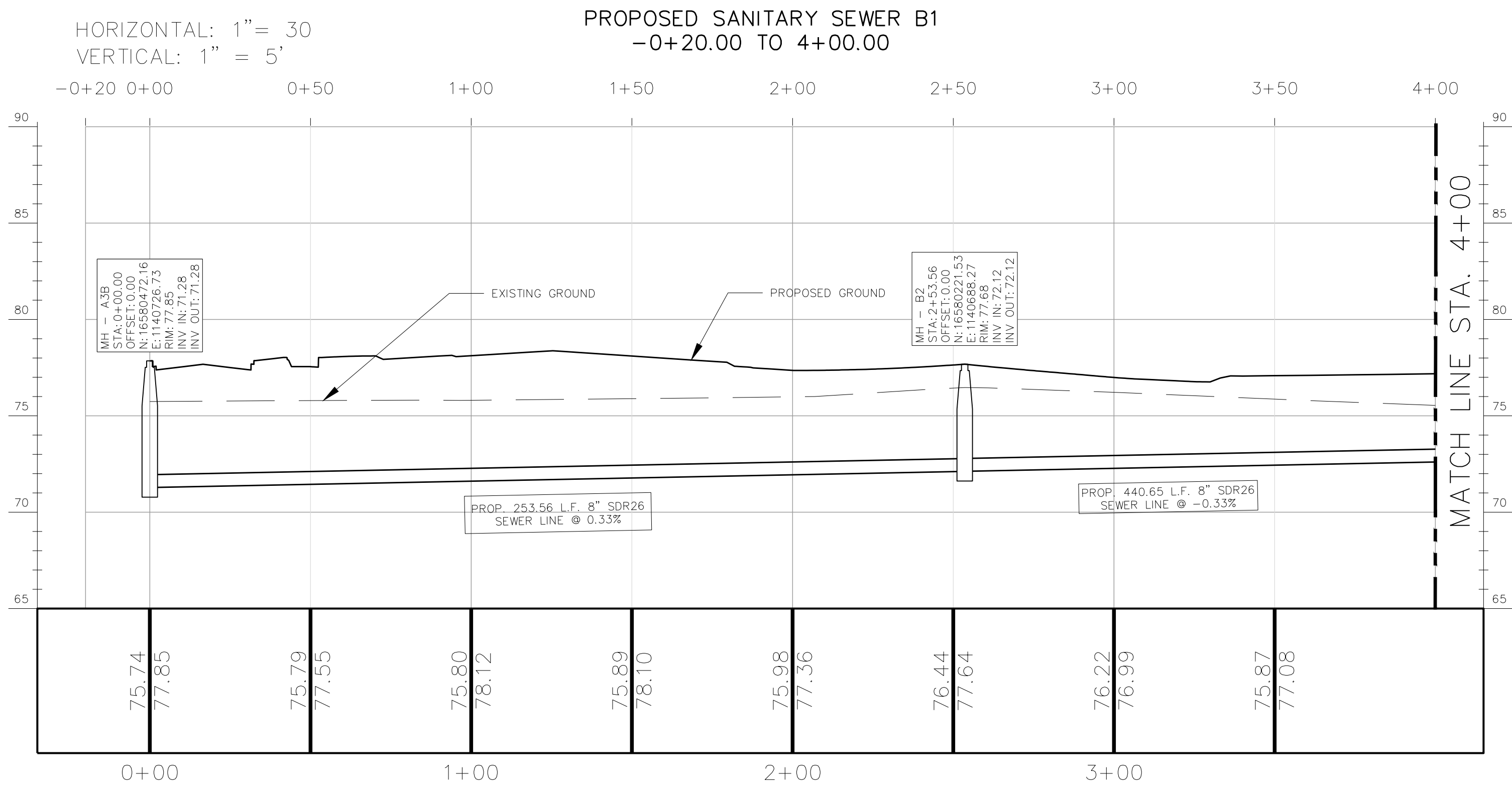
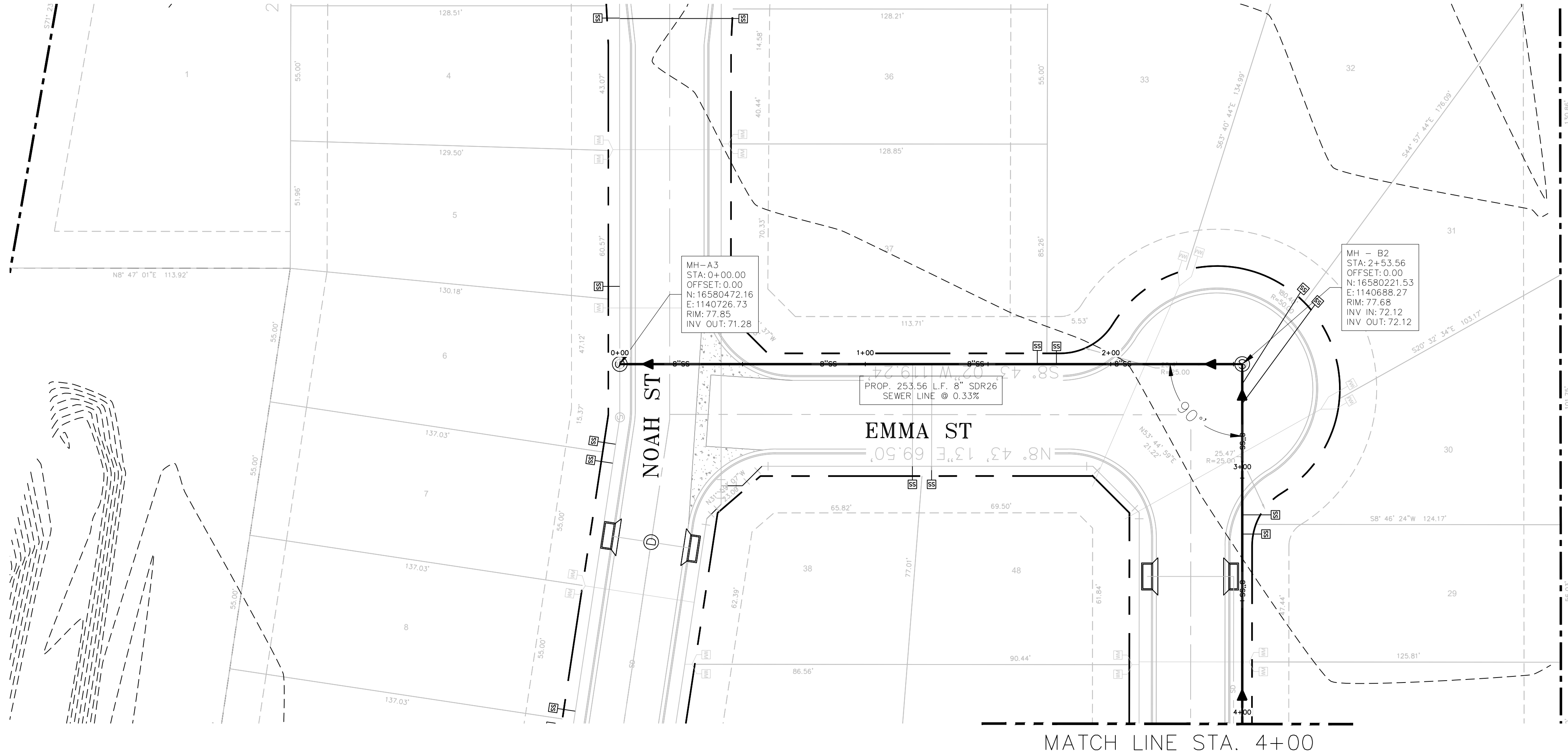
DRAWN: CAD

SHEET: 11 OF 24

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Date: May 15, 2024, 9:15am User ID: Engineer 4
File: Y:\CADD\CIVIL 3D\SUBDIVISION PROJECTS\DONNA\DONNA DRAWINGS\4. SEWER B P&P.dwg



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SEWER B PLAN & PROFILE I
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 12 OF 24

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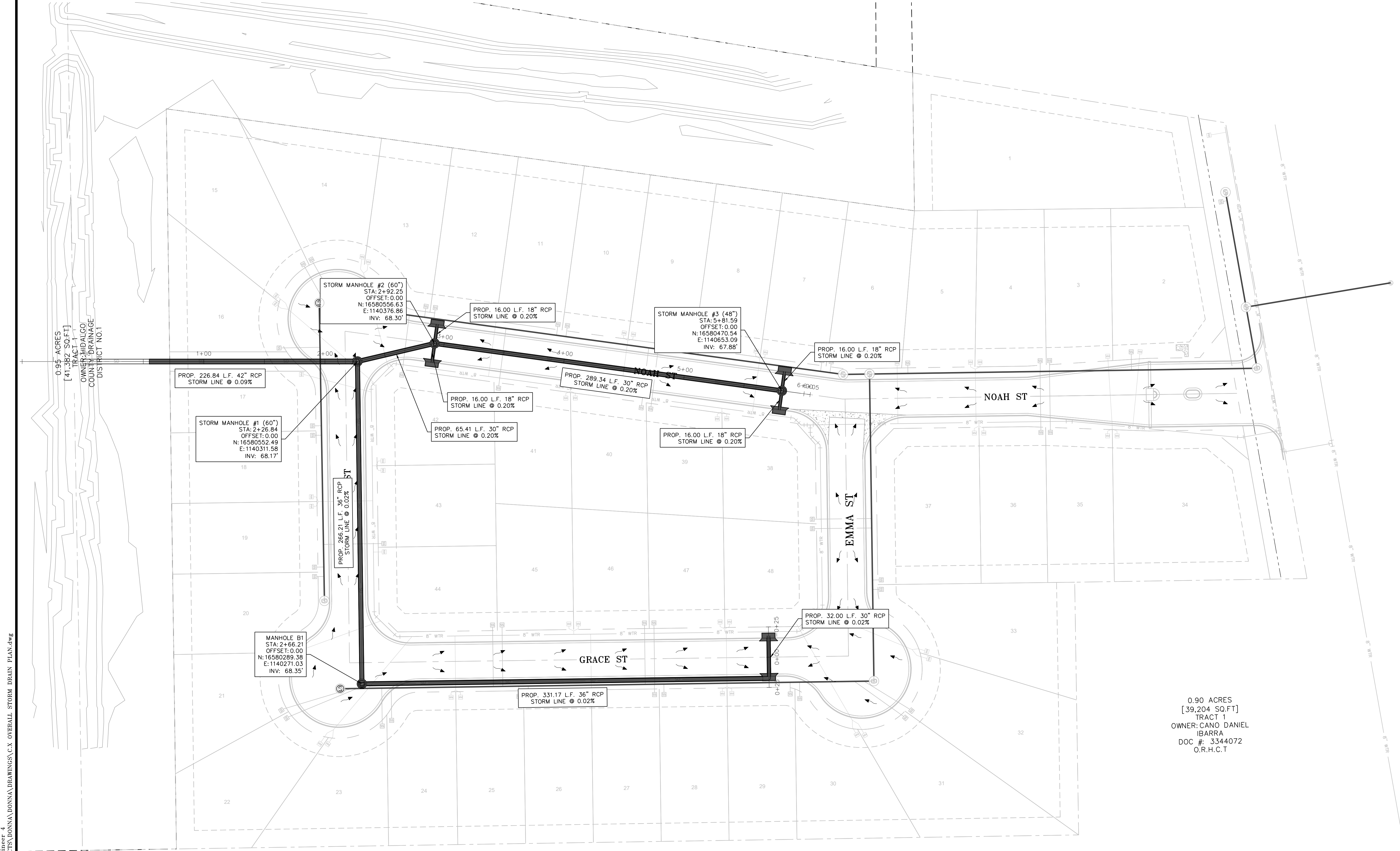
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OVERALL STORM DRAIN PLAN
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 13 OF 24

Date: May 15, 2024, 9:16am User ID: Engineer 4
File: Y:\CADD\CIVIL 3D\SUBDIVISION PROJECTS\DONNA\DONNA DRAWINGS\CX OVERALL STORM DRAIN PLAN.dwg



0.90 ACRES
[39,204 SQ.FT]
TRACT 1
OWNER: CANO DANIEL
IBARRA
DOC #: 3544072
O.R.H.C.T

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STORM DRAIN PLAN I
MIDWAY ESTATES
DONNA, TEXAS

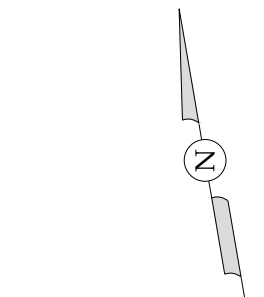
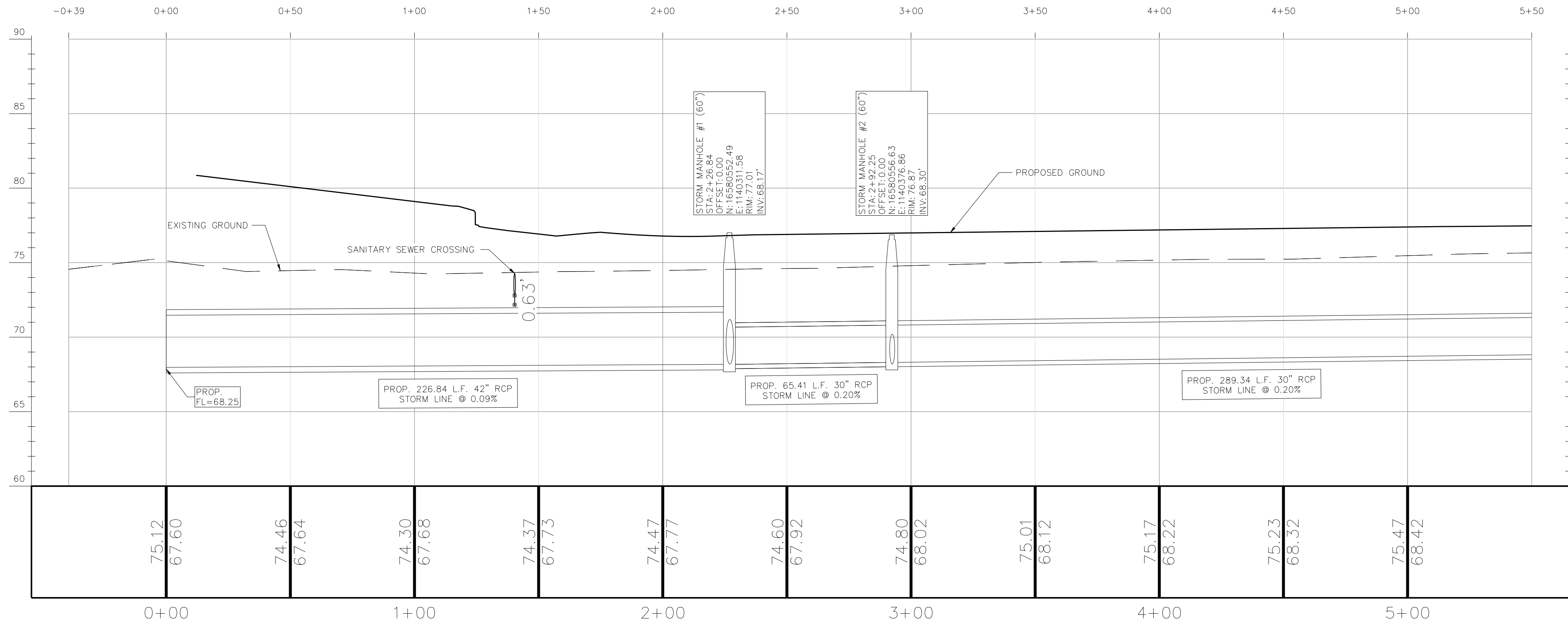
PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 14 OF 24



HORIZONTAL: 1" = 30'
VERTICAL: 1" = 5'

STORM A PROFILE
-0+39.27 TO 5+50.00



0 30 60
SCALE: 1"=30'
FEET

LEGEND

- PROPERTY BOUNDARY
- R.O.W LINE
- PROPOSED STORM LINE
- PROPOSED MANHOLE

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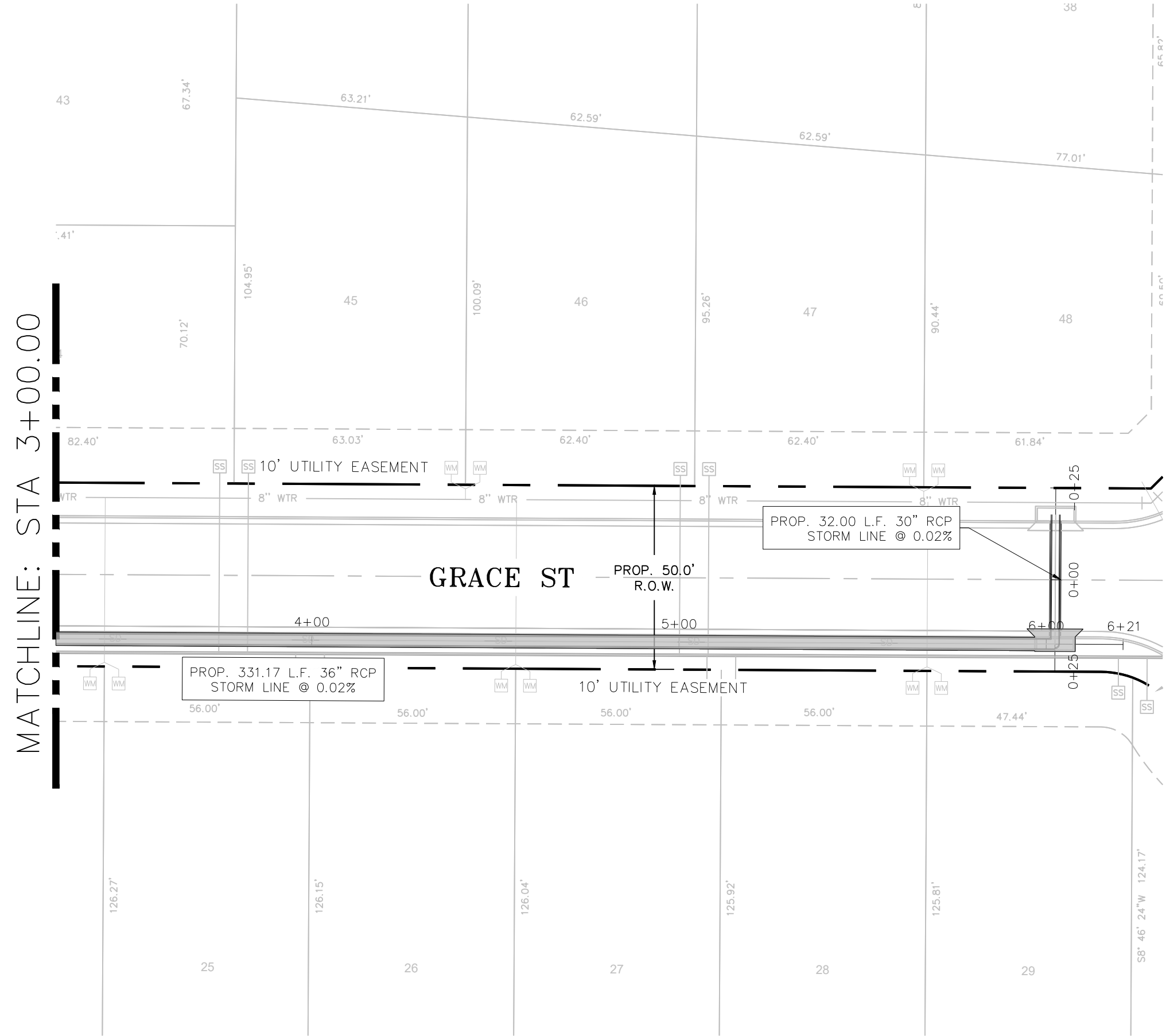
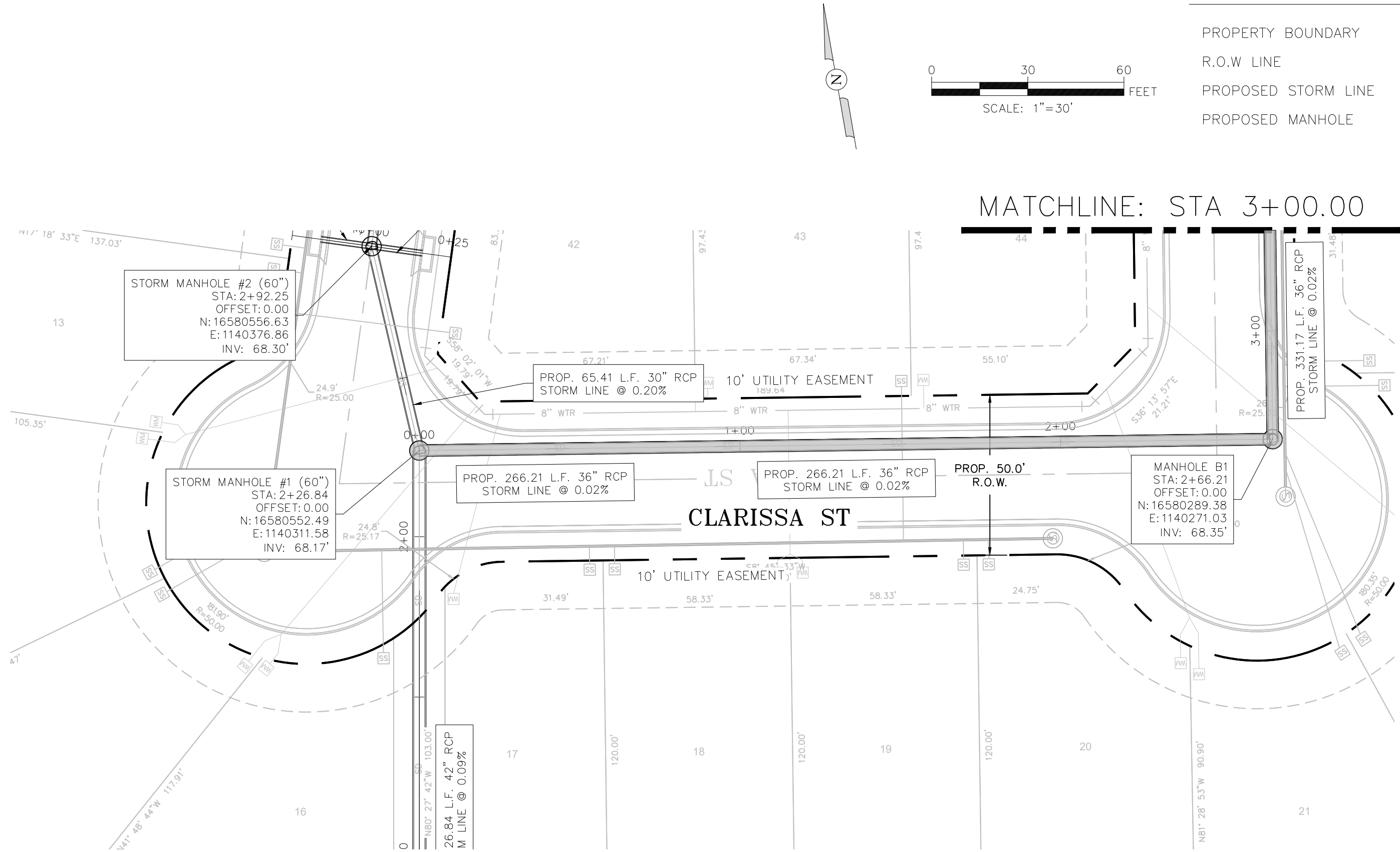
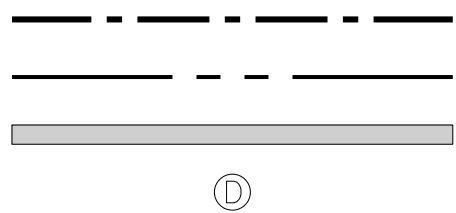
STORM DRAIN PLAN II
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 15 OF 24

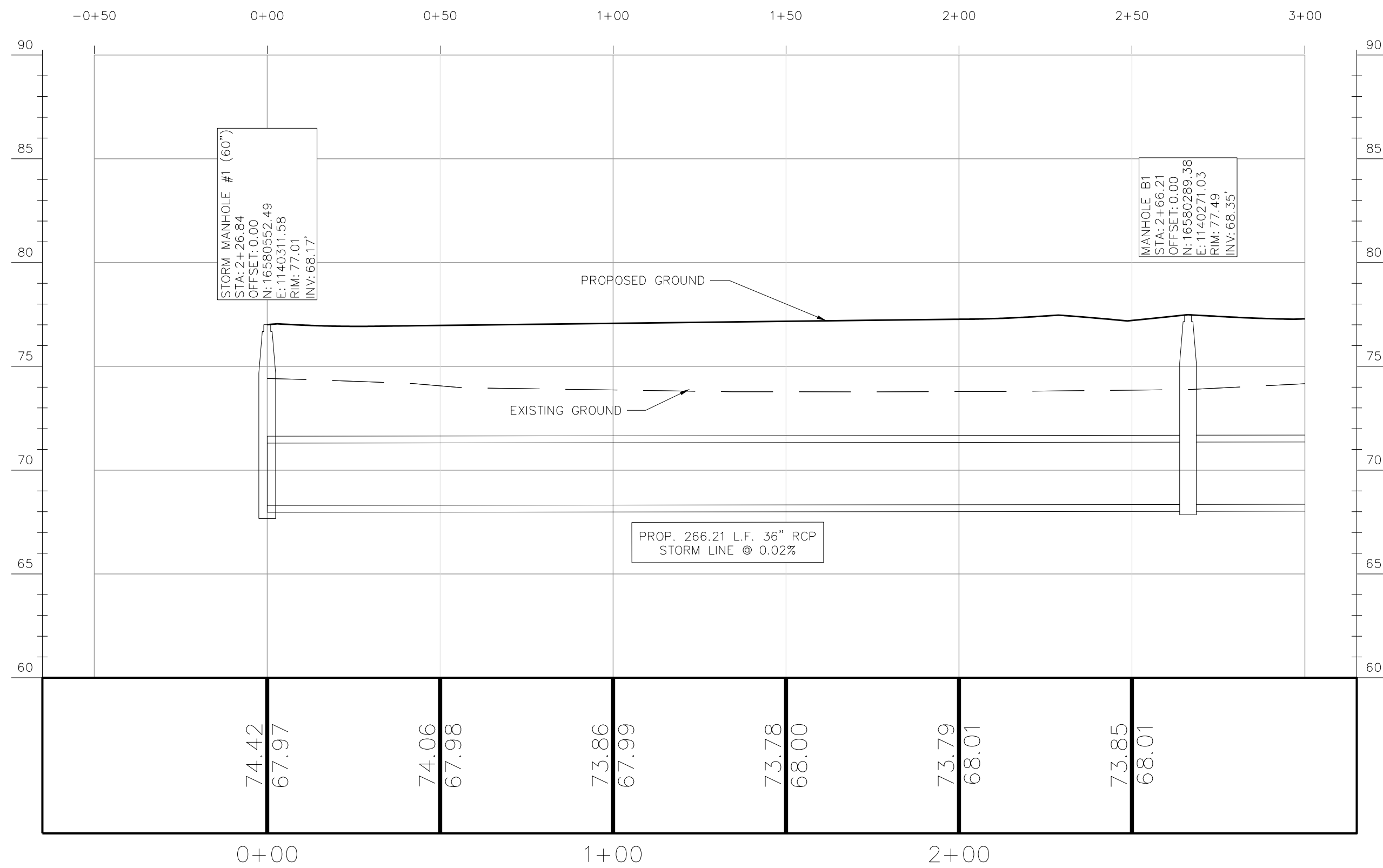
LEGEND

PROPERTY BOUNDARY
R.O.W LINE
PROPOSED STORM LINE
PROPOSED MANHOLE



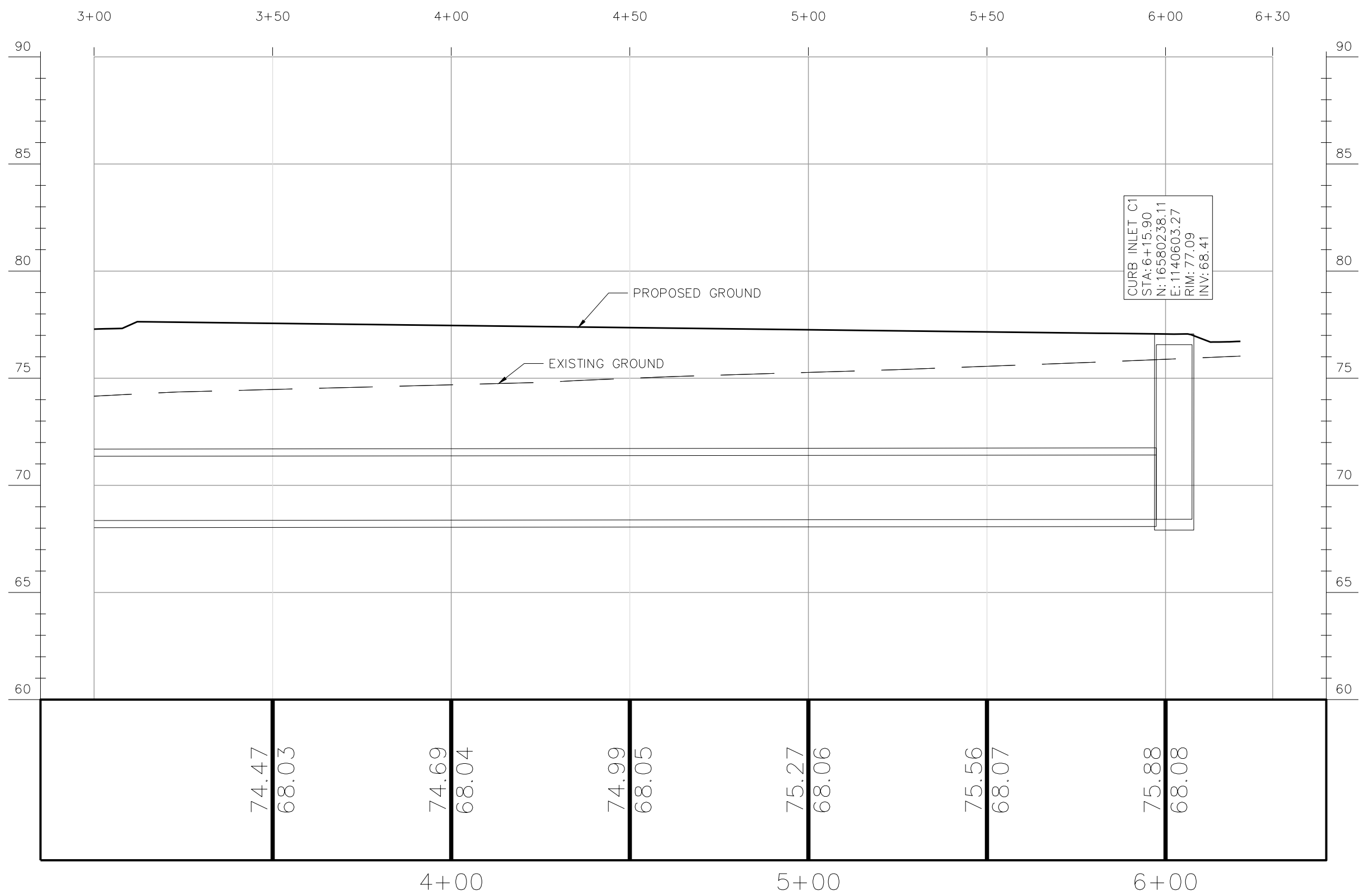
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VERTICAL: 1" = 5'

STORM B PROFILE
-0+50.00 TO 3+00.00



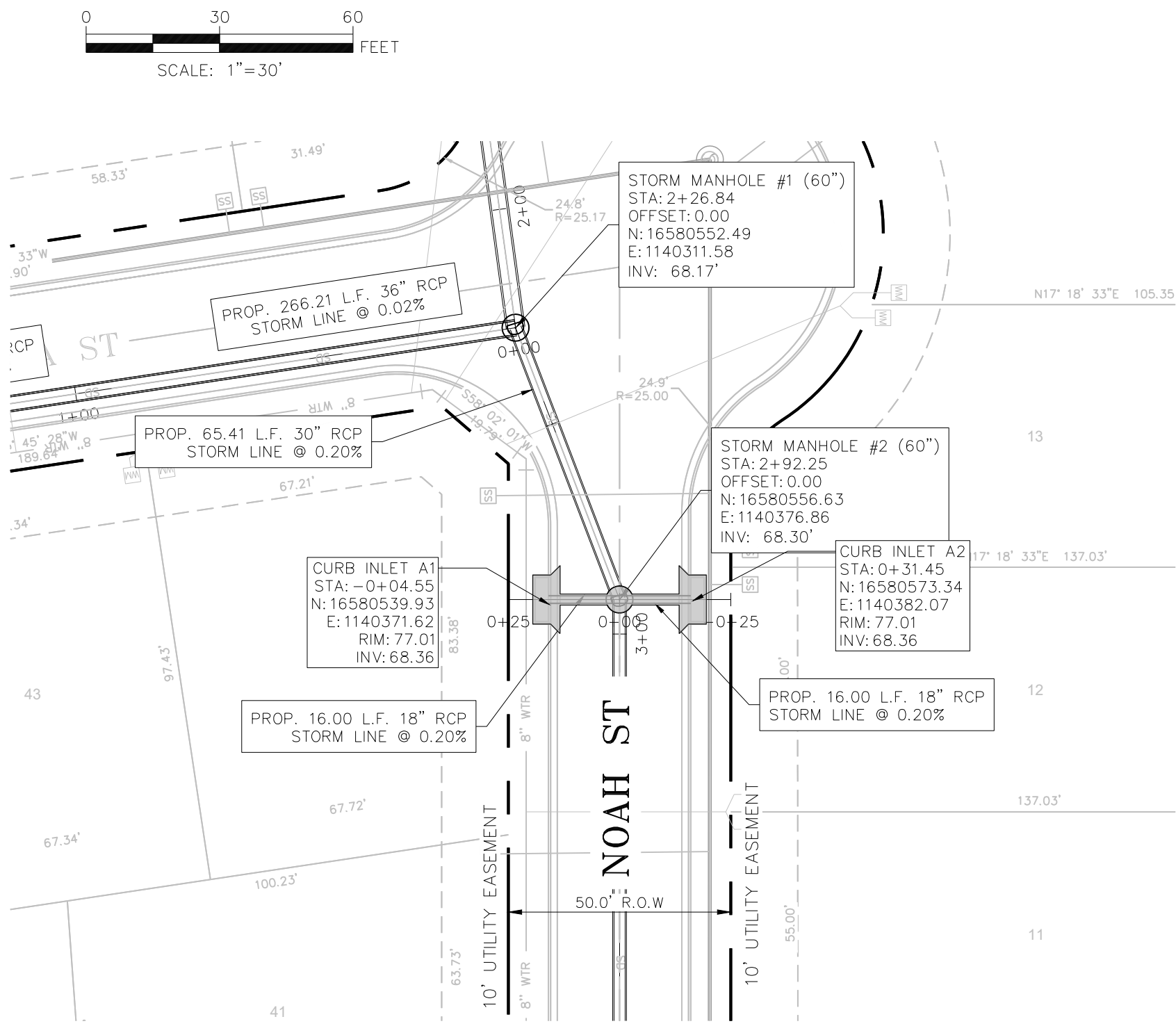
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VERTICAL: 1" = 5'

STORM B PROFILE II
3+00.00 TO 6+30.00



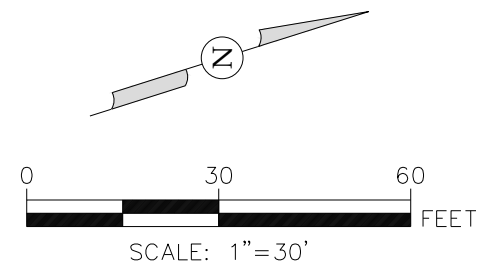
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Date: May 15, 2024, 9:17am User ID: Engineer 4
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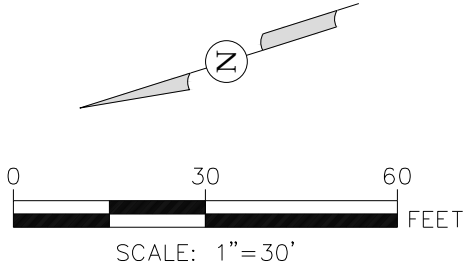
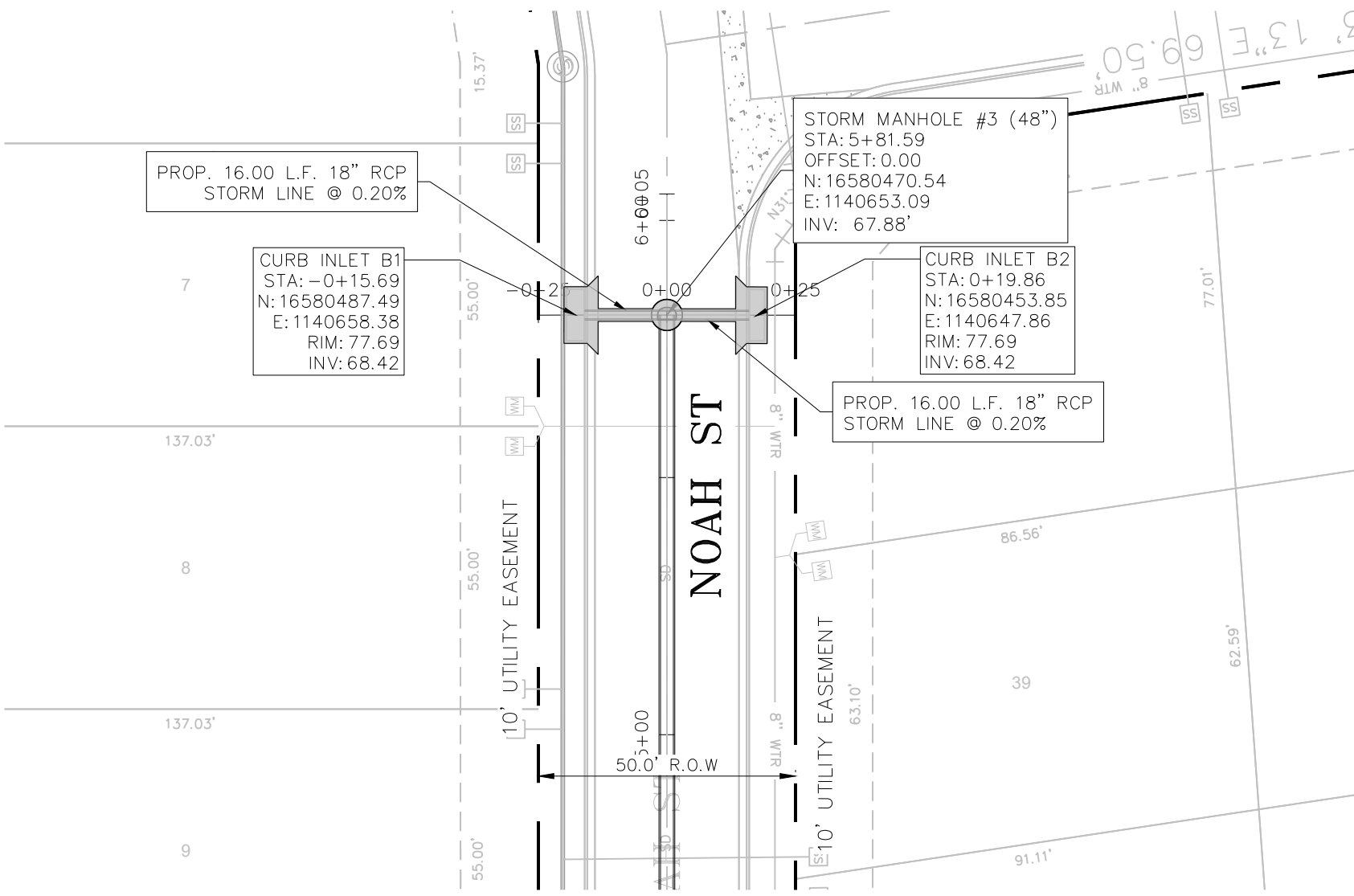
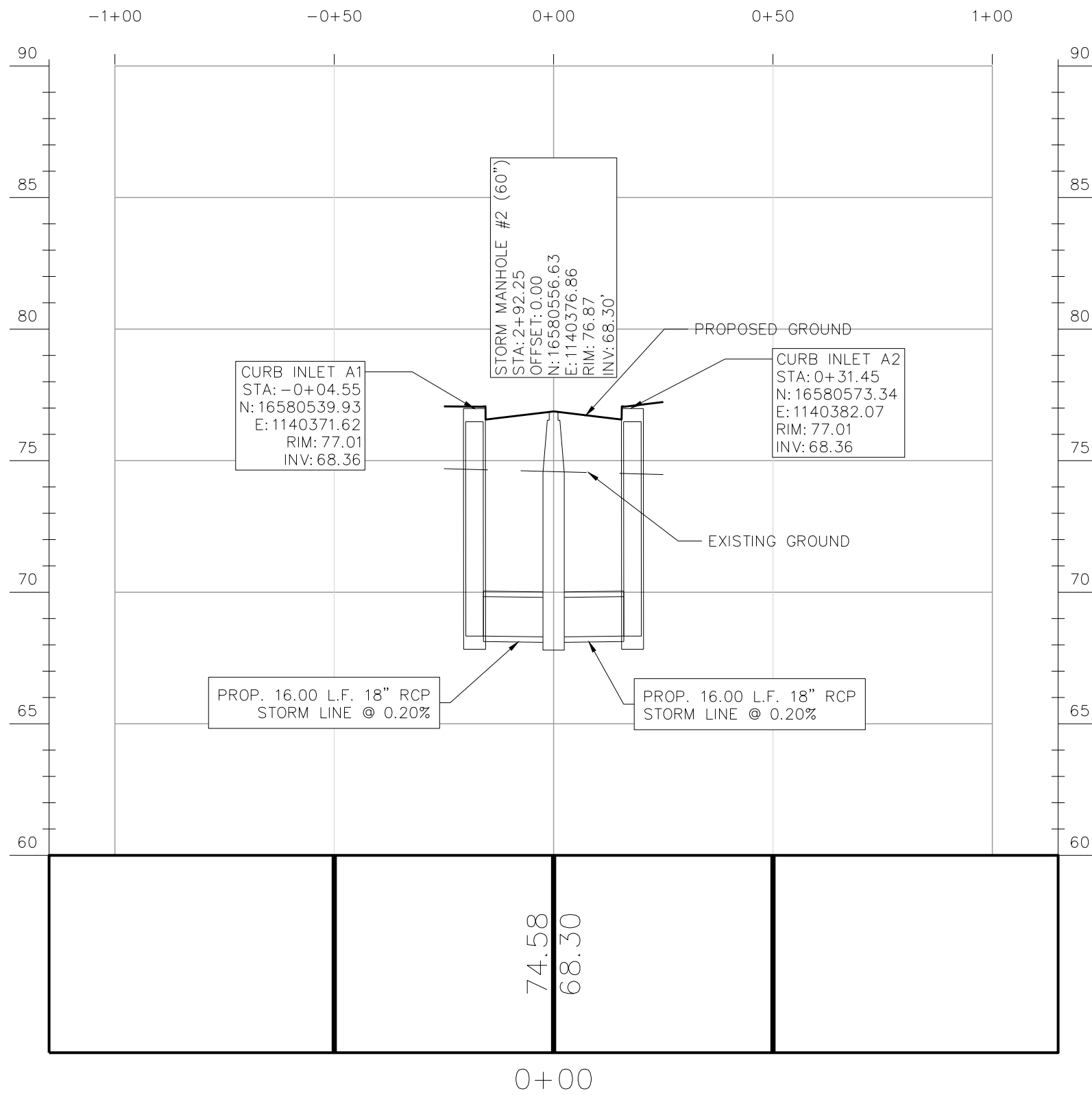


LEGEND

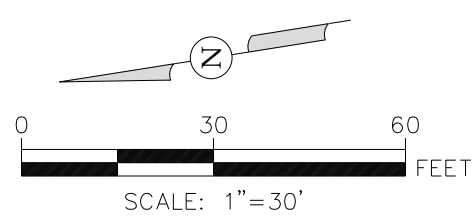
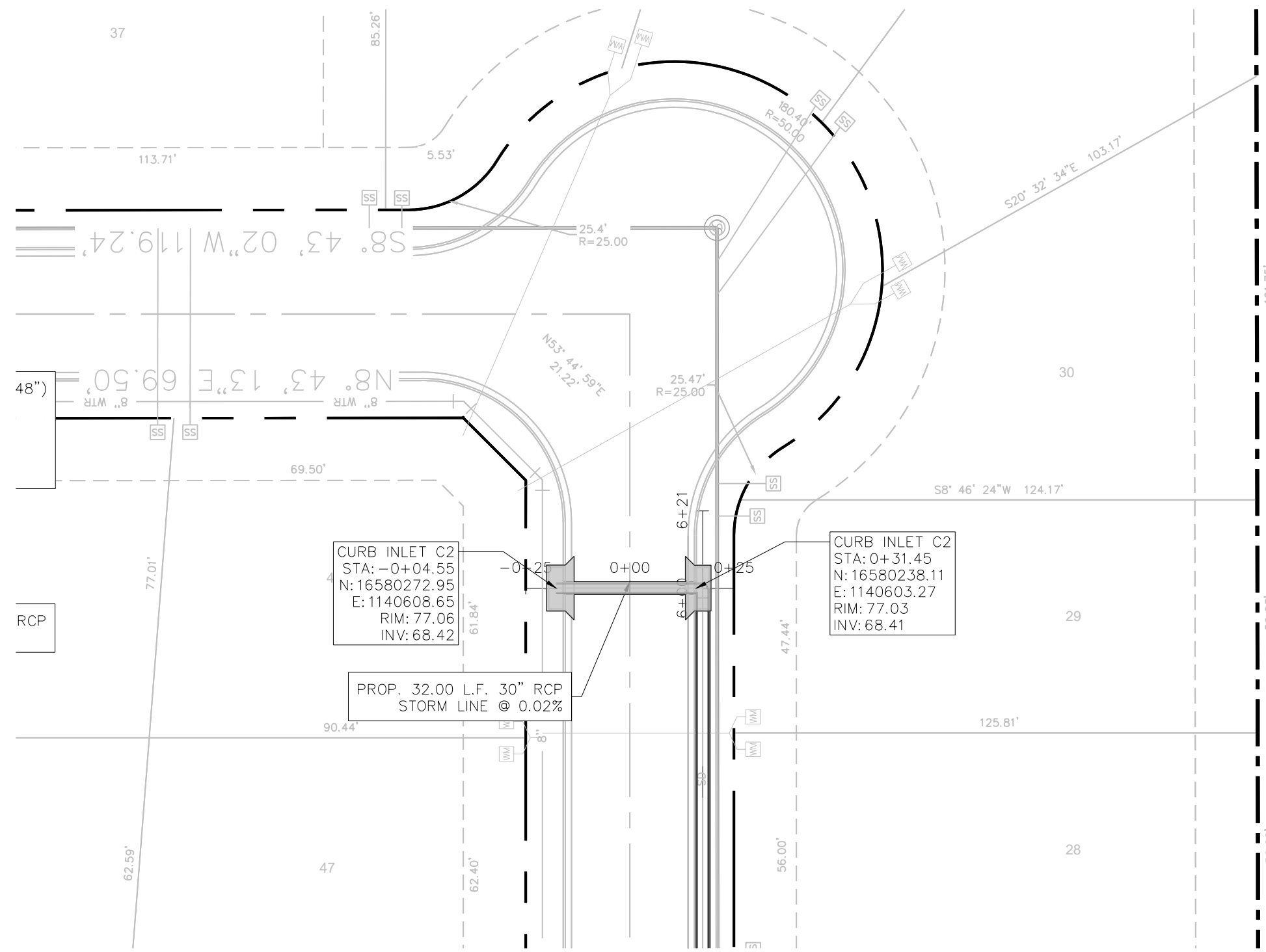
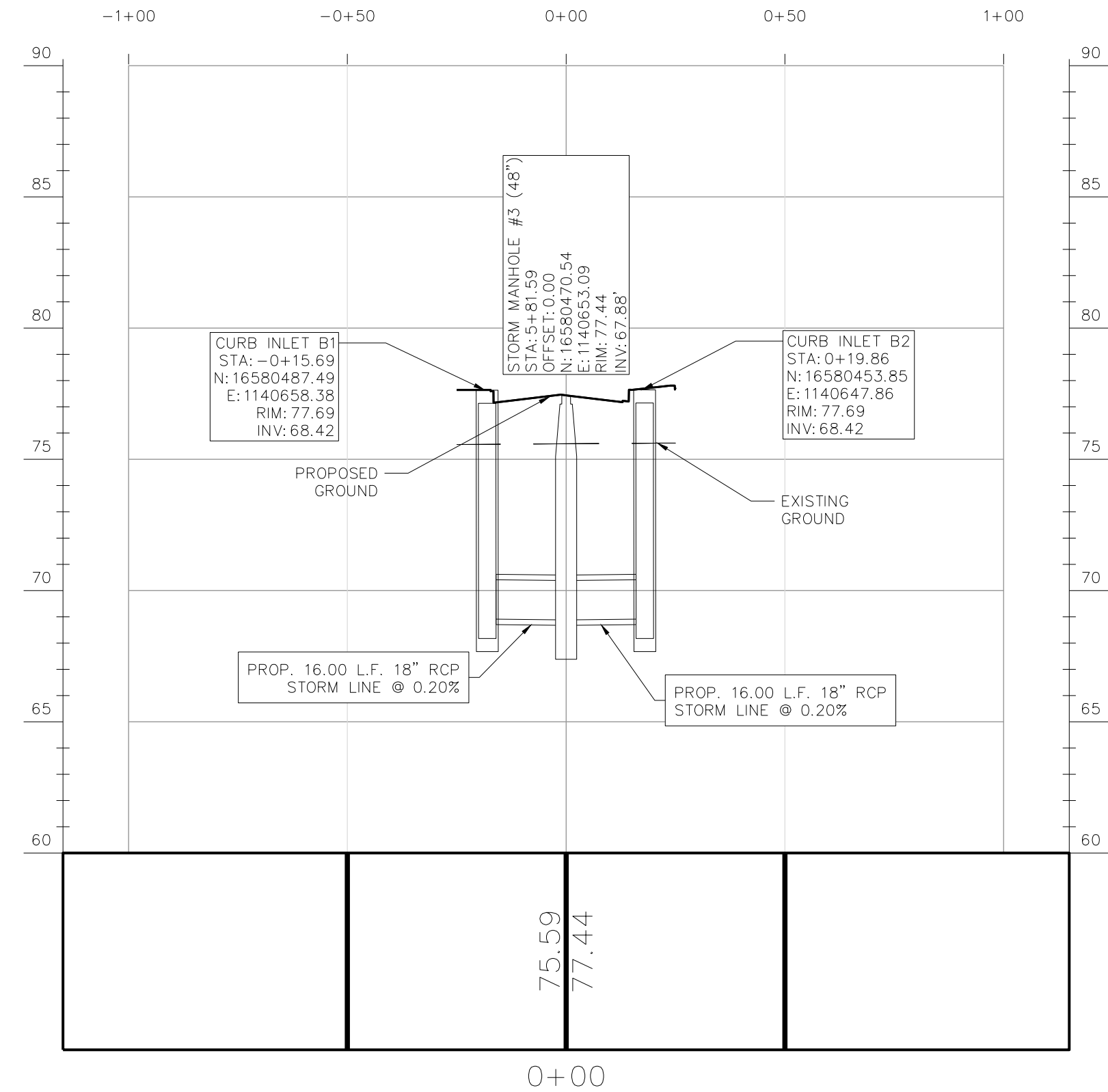
PROPERTY BOUNDARY
R.O.W. LINE
PROPOSED STORM LINE
PROPOSED MANHOLE



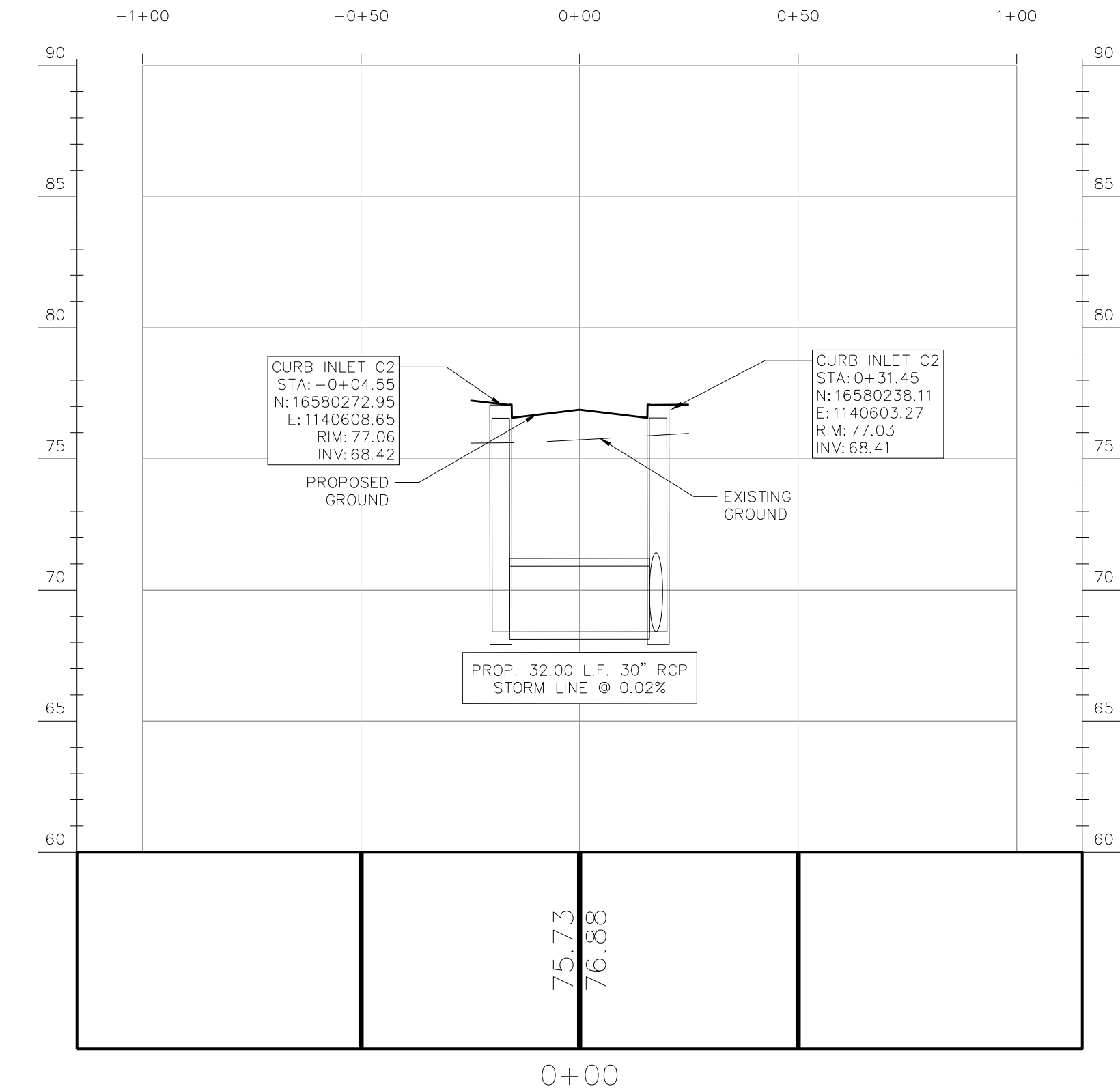
HORIZONTAL: 1"= 30' CURB INLET A PROFILE
VERTICAL: 1"= 5' -1+00.00 TO 1+00.00



HORIZONTAL: 1"= 30' CURB INLET B PROFILE
VERTICAL: 1"= 5' -1+00.00 TO 1+00.00



HORIZONTAL: 1"= 30' CURB INLET C PROFILE
VERTICAL: 1"= 5' -1+00.00 TO 1+00.00



TEXAS FIRM No. F-18526
1803 NOZELLE ST. PHARR, TEXAS 78577
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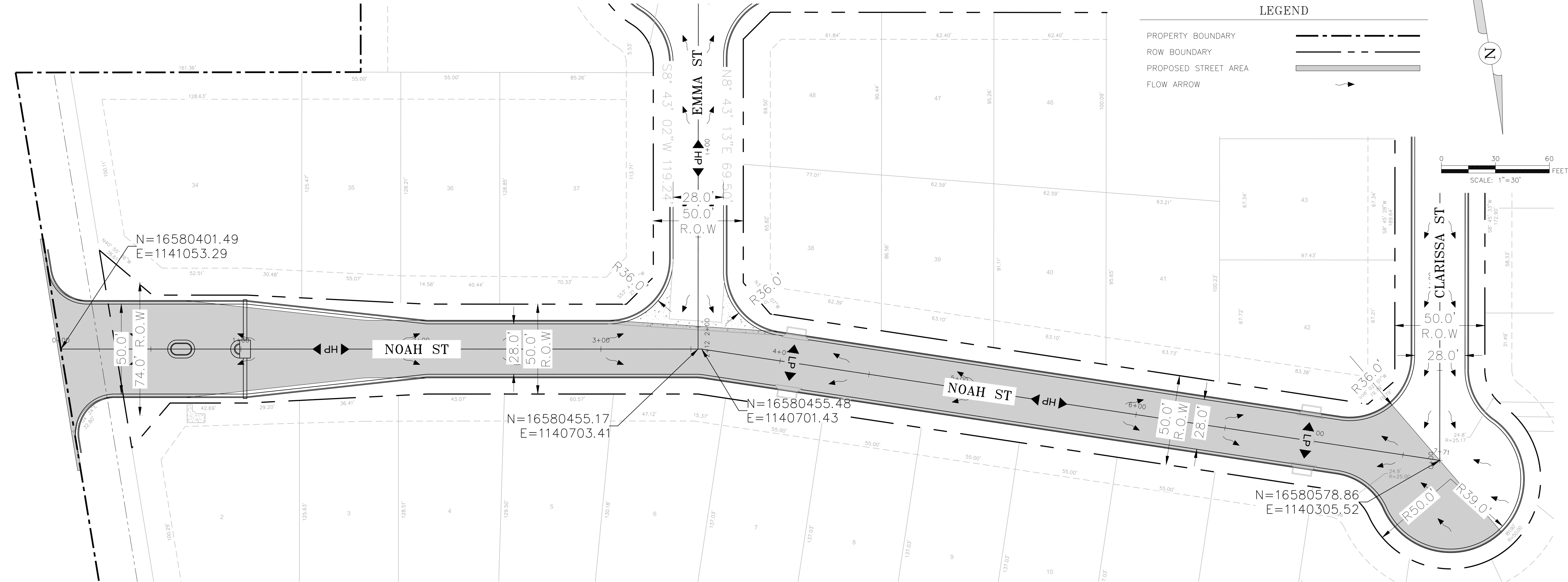
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STORM DRAIN PLAN III MIDWAY ESTATES DONNA, TEXAS

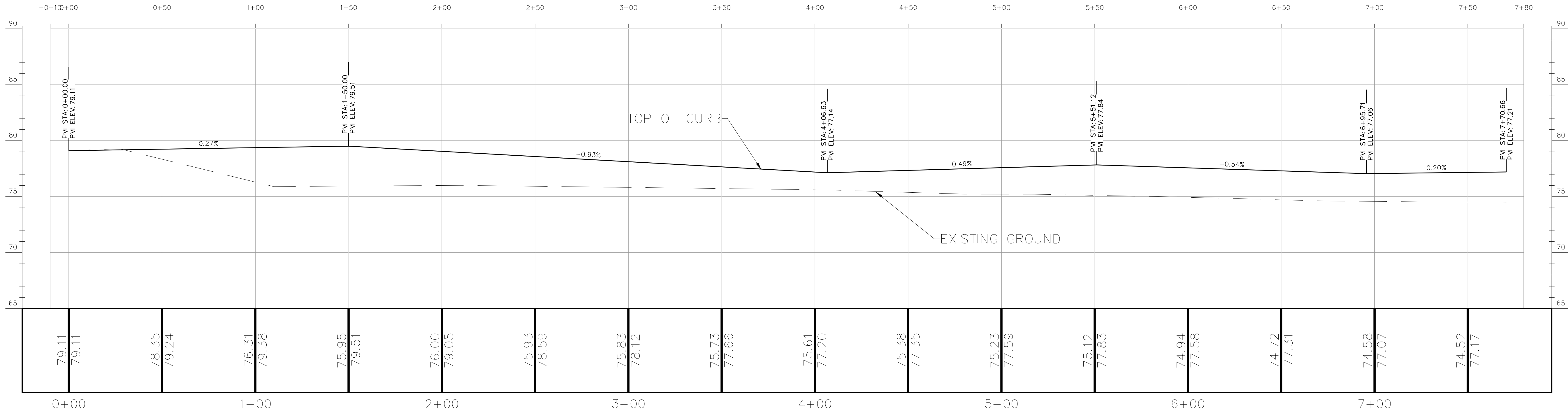
PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 16 OF 24

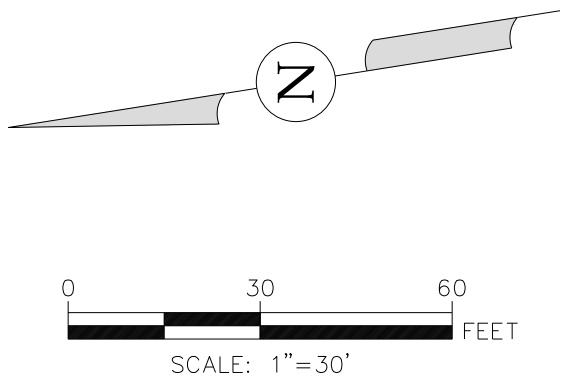
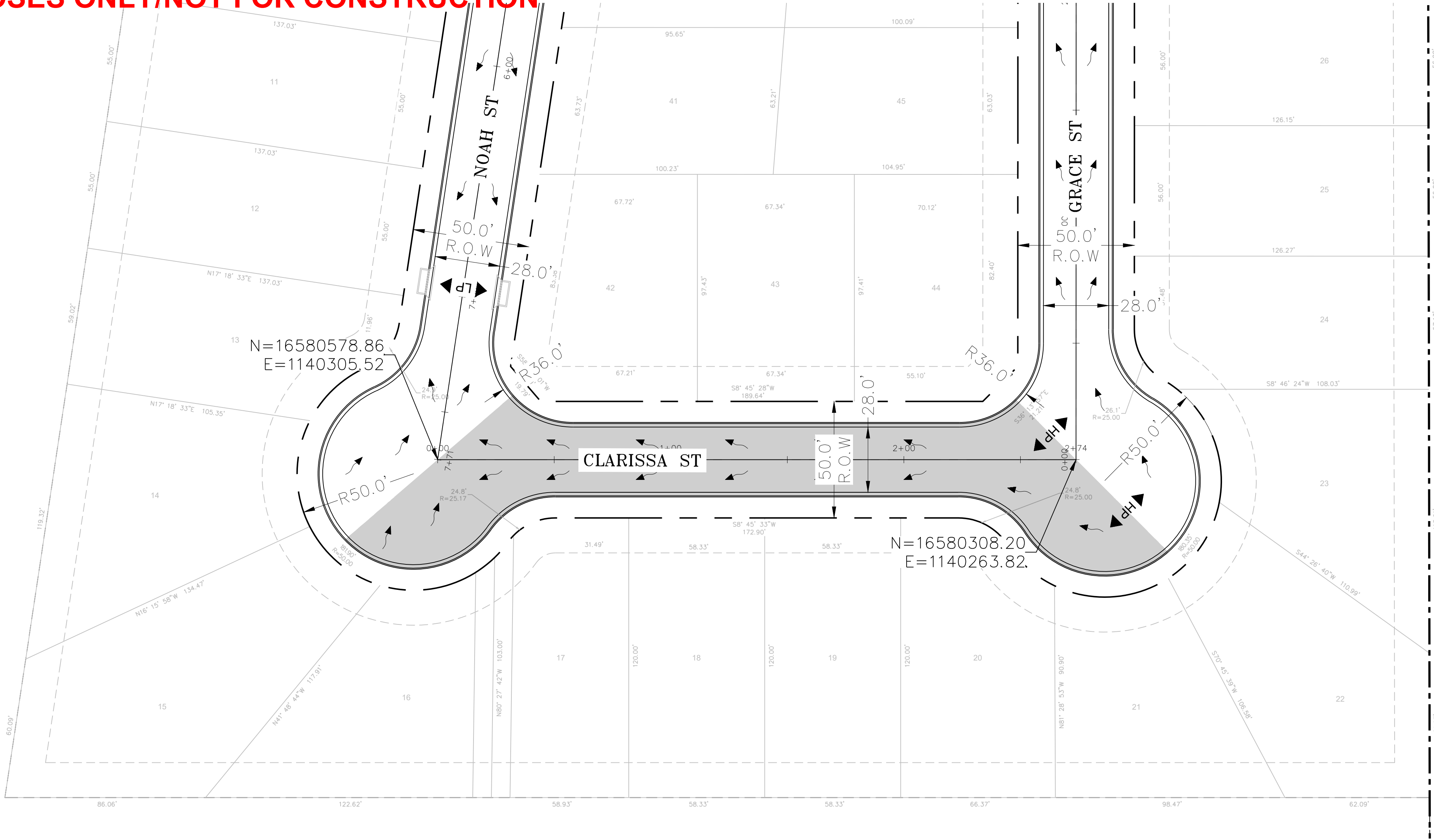
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PROP. STREET A
-0+10.00 TO 7+80.00



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JPEREZ@TRIMADTX.COM

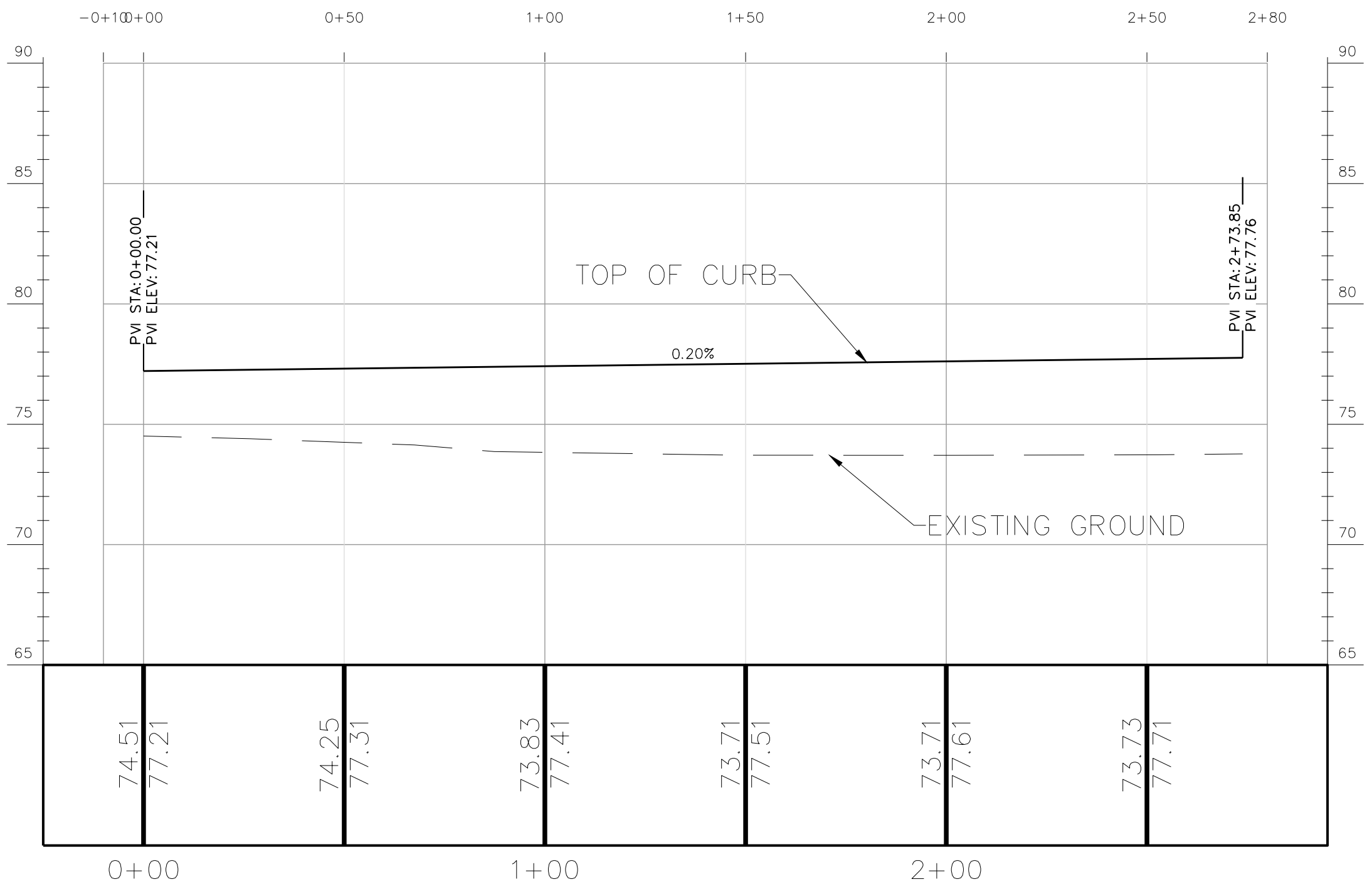
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CLARISSA ST PAVING P&P
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 18 OF 24

PROP. STREET B
-0+10.00 TO 2+80.00



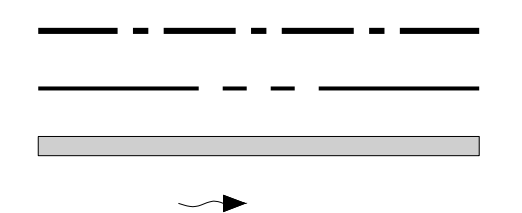
LEGEND

PROPERTY BOUNDARY

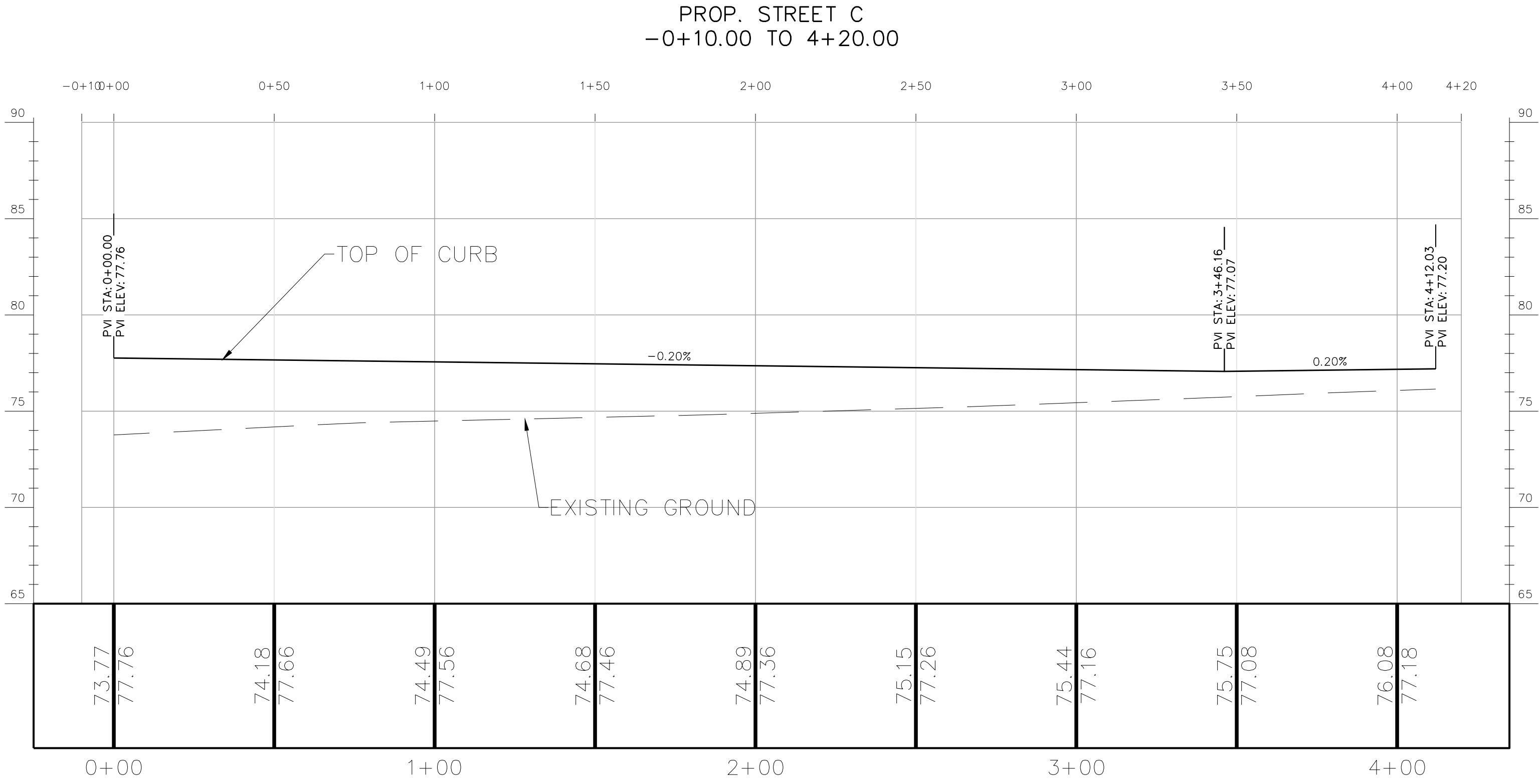
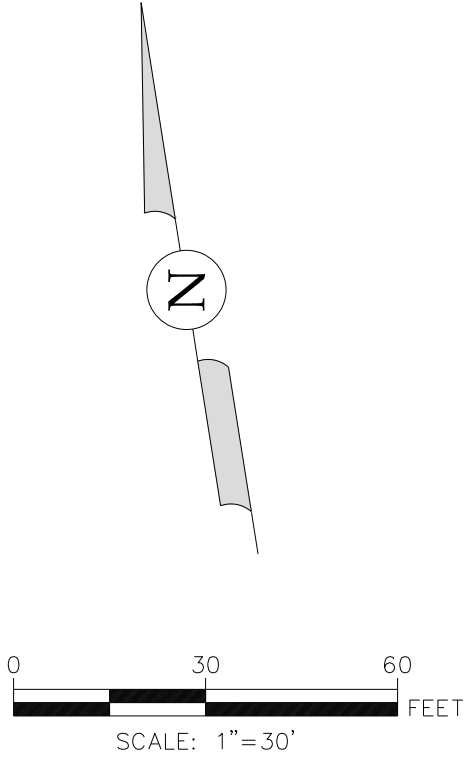
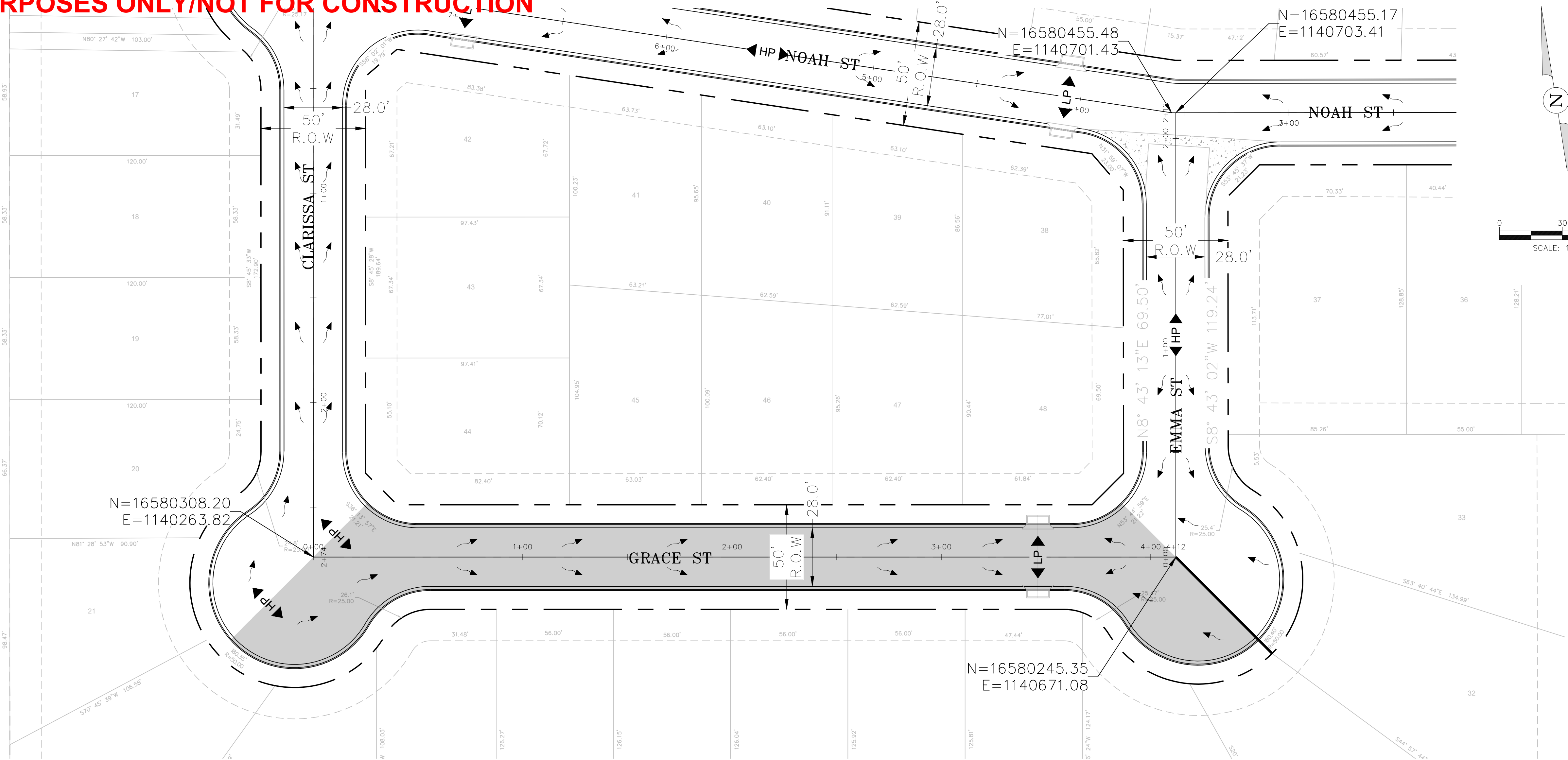
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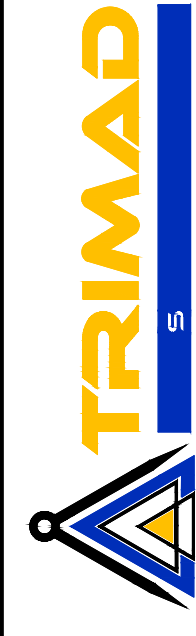
PROPOSED STREET AREA

FLOW ARROW



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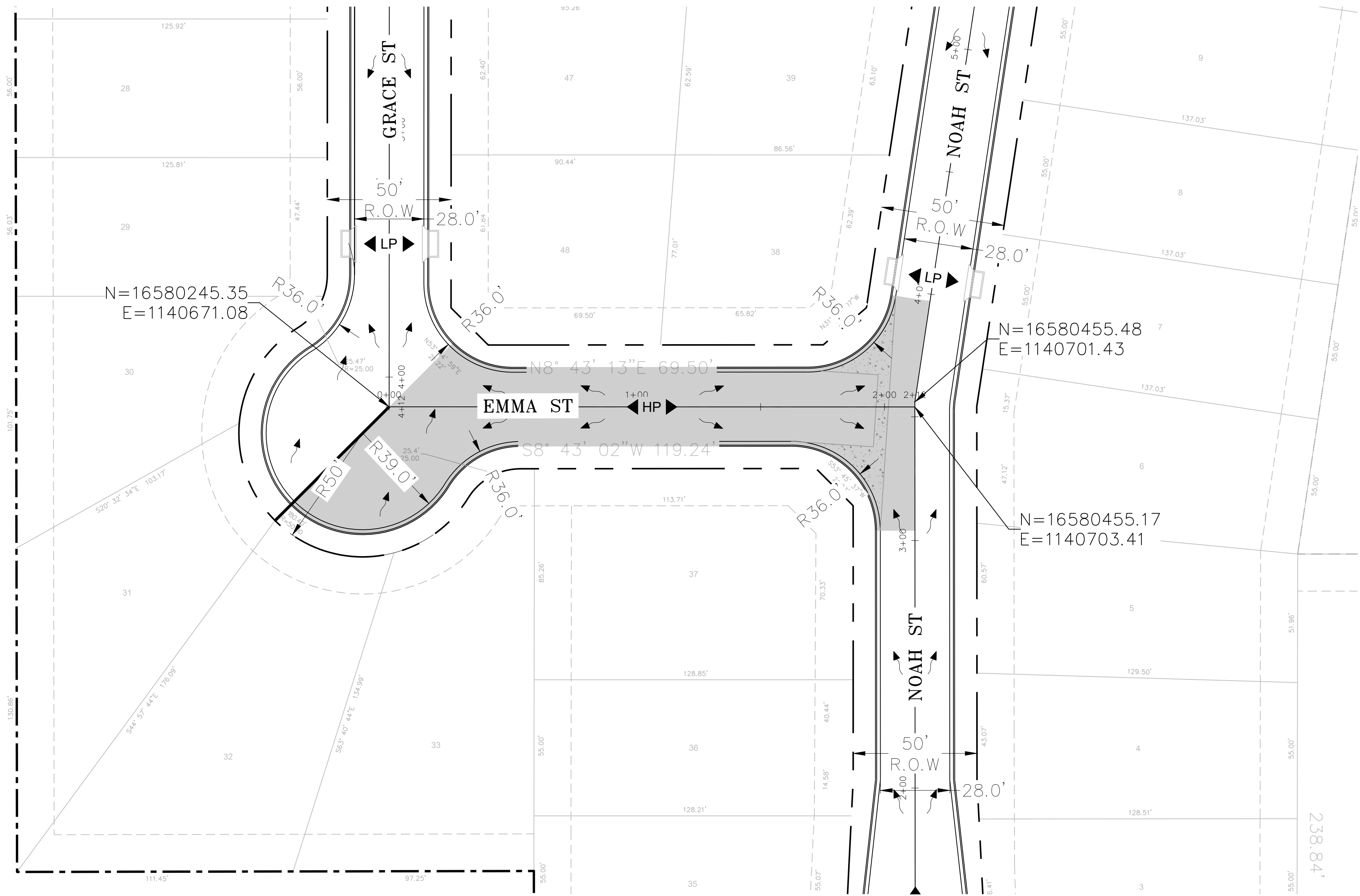


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RSALAZAR@TRIMADTX.COM
JPEREZ@TRIMADTX.COM

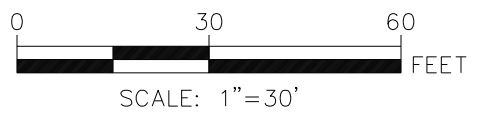
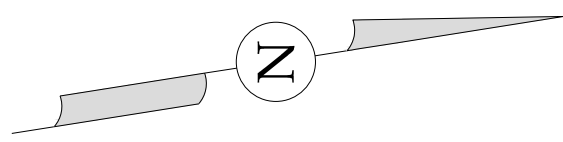
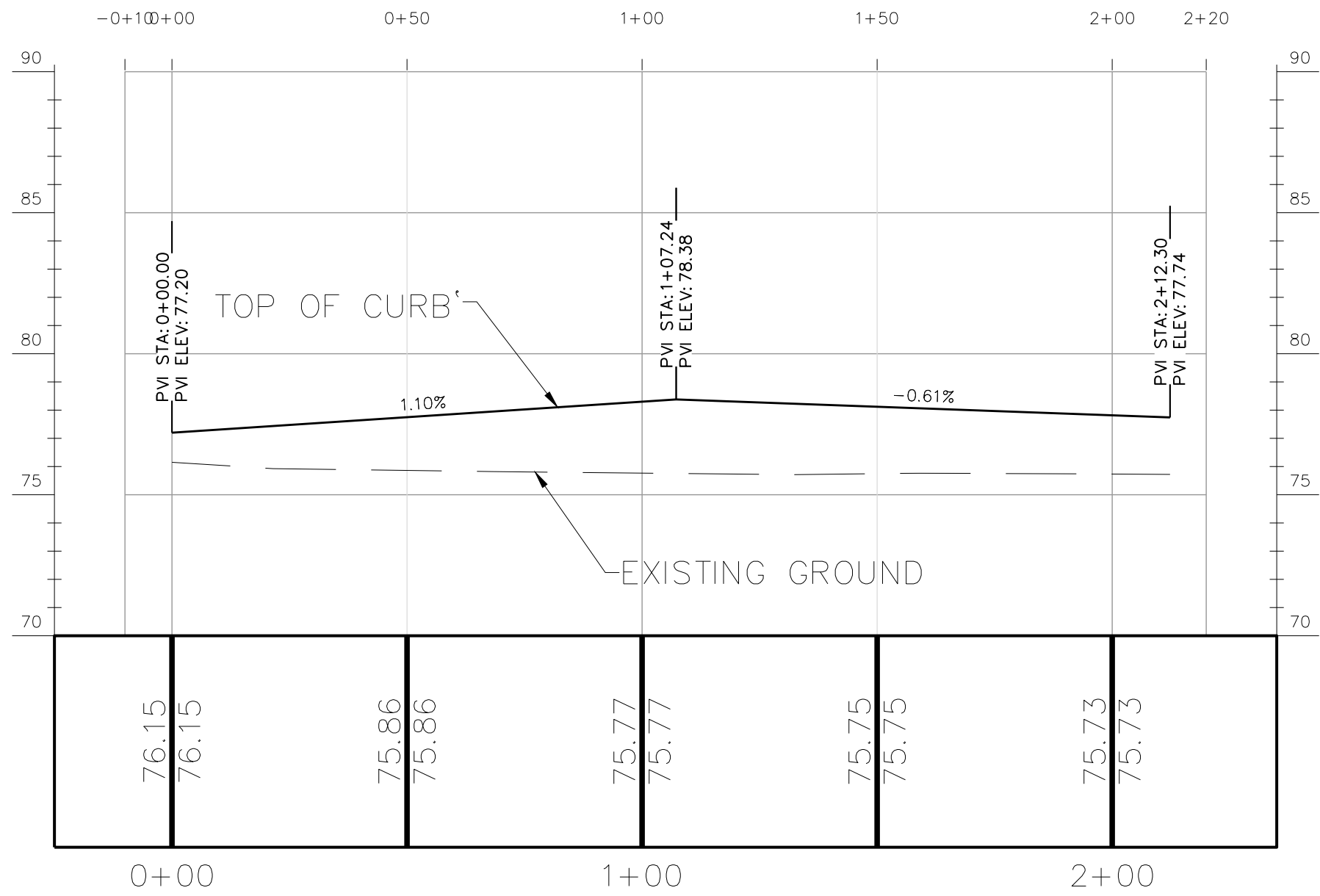
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GRACE ST PAVING P&P
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD



PROP. STREET D
-0+10.00 TO 2+20.00



LEGEND



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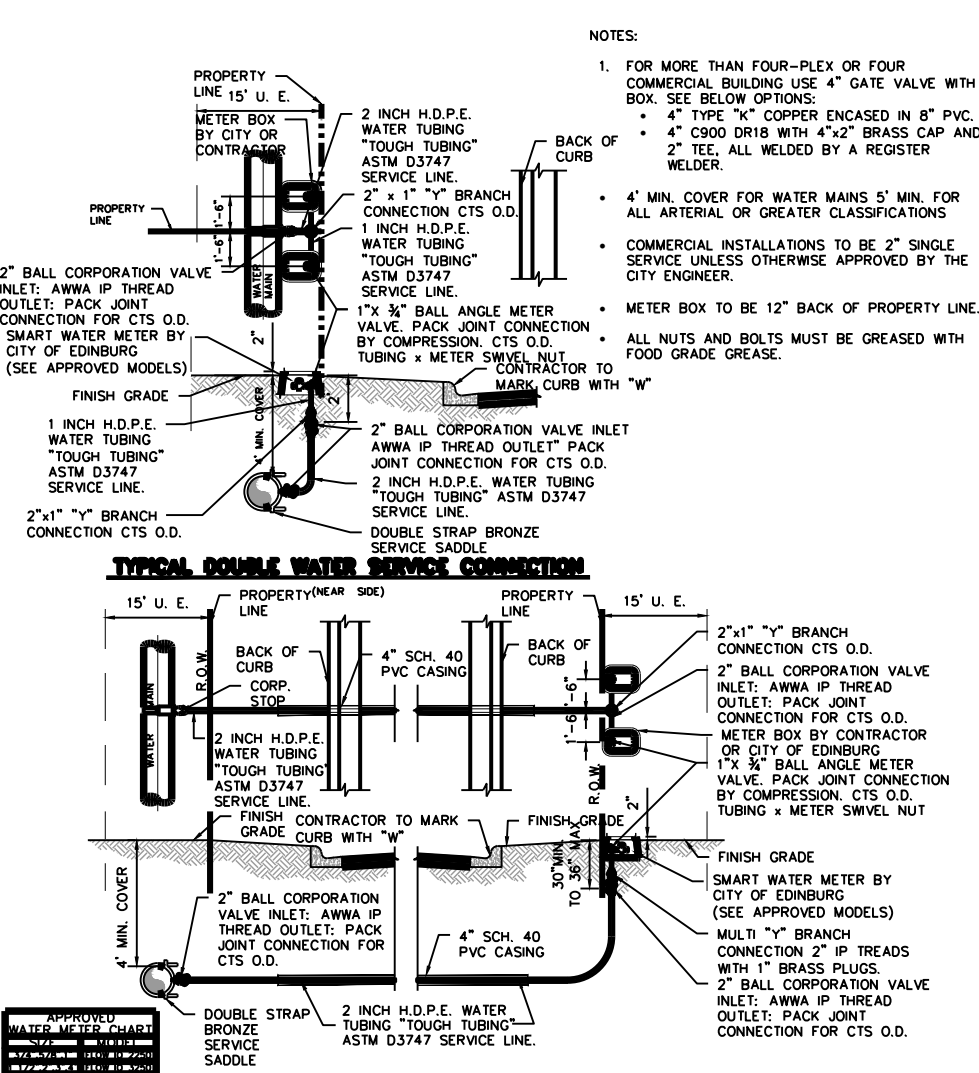
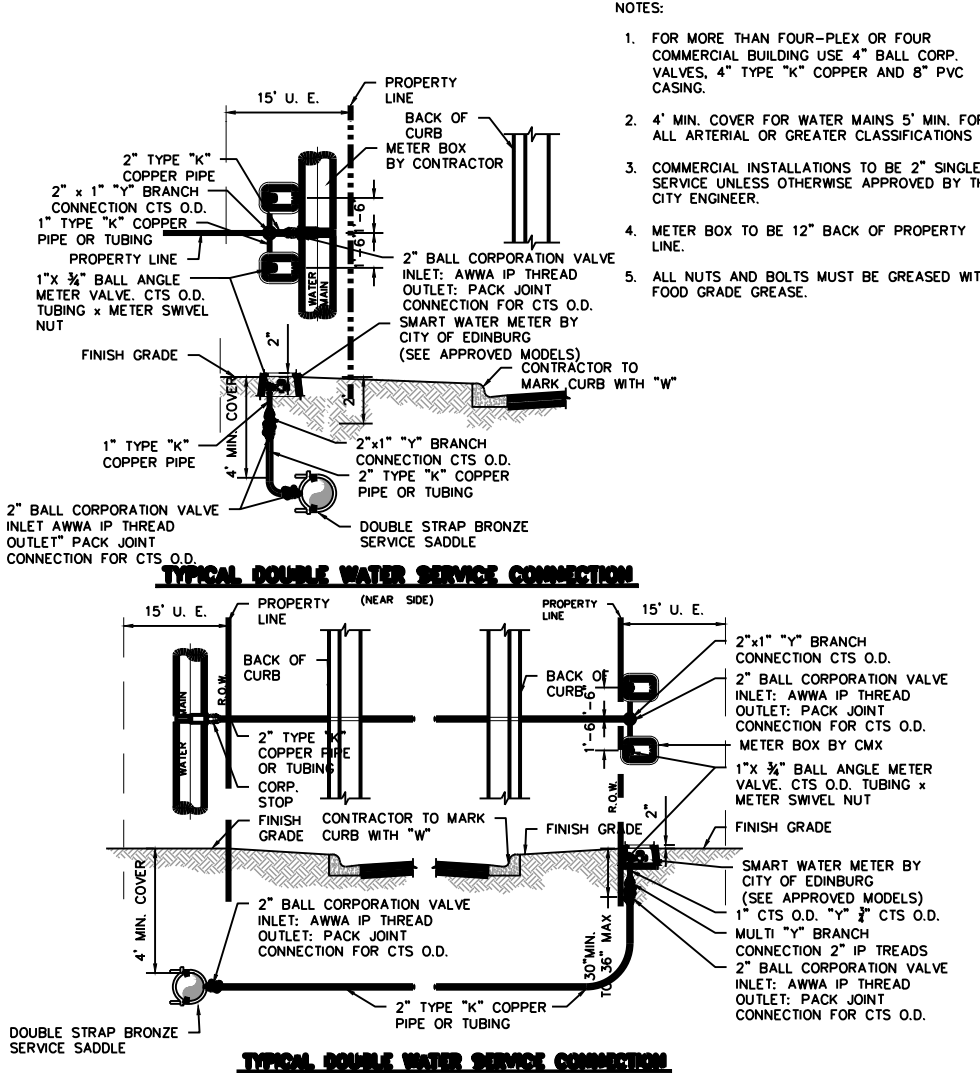
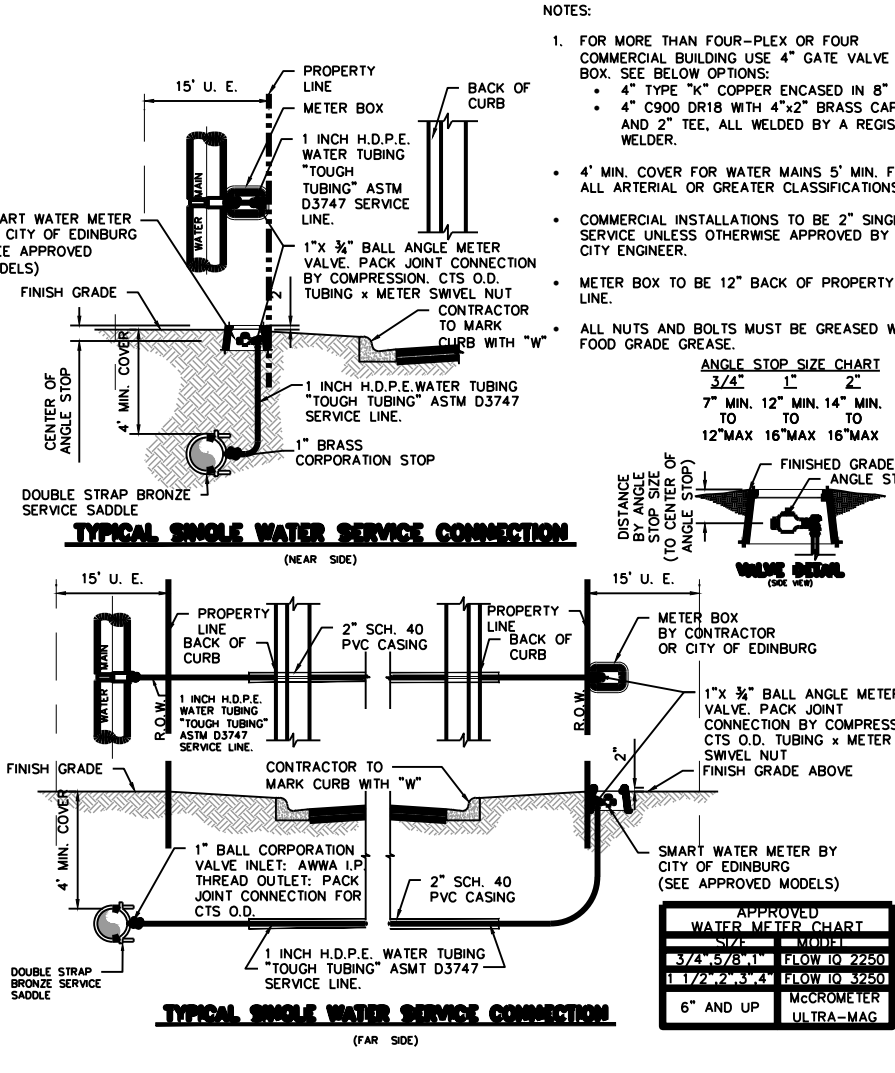
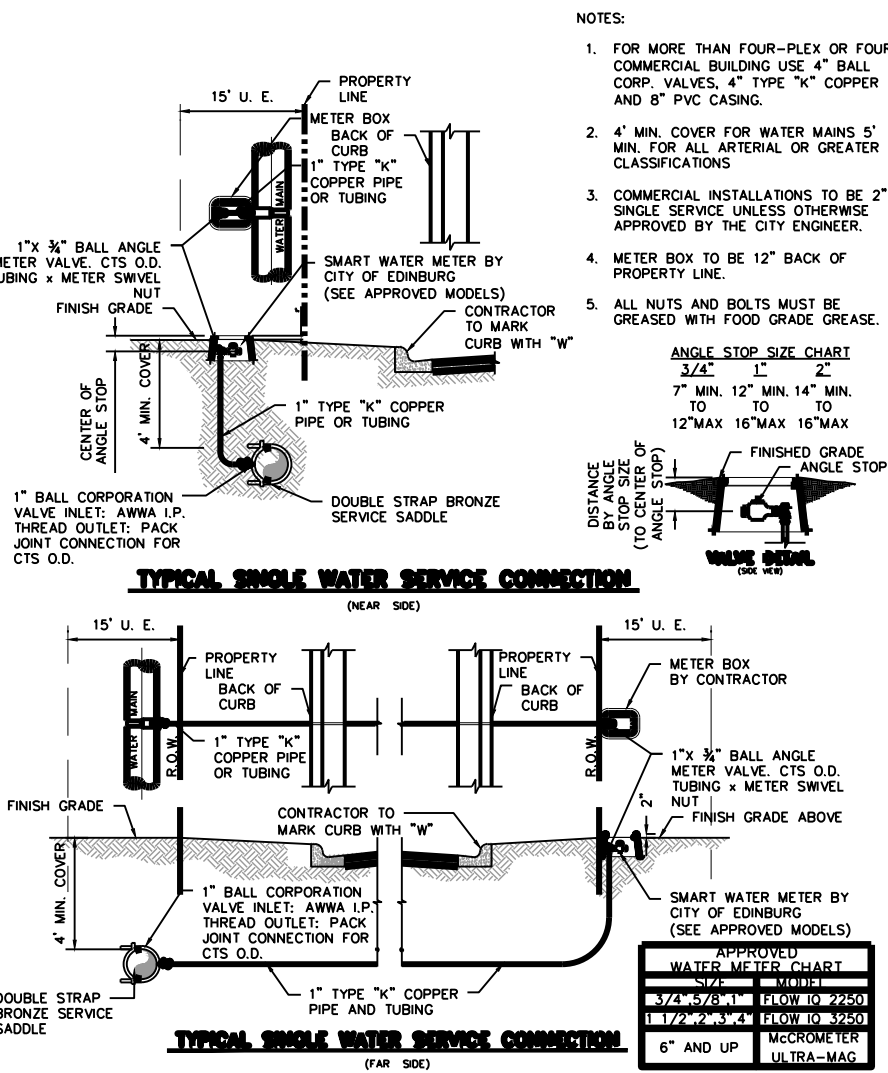
EMMA ST PAVING P&P
MIDWAY ESTATES
DONNA, TEXAS

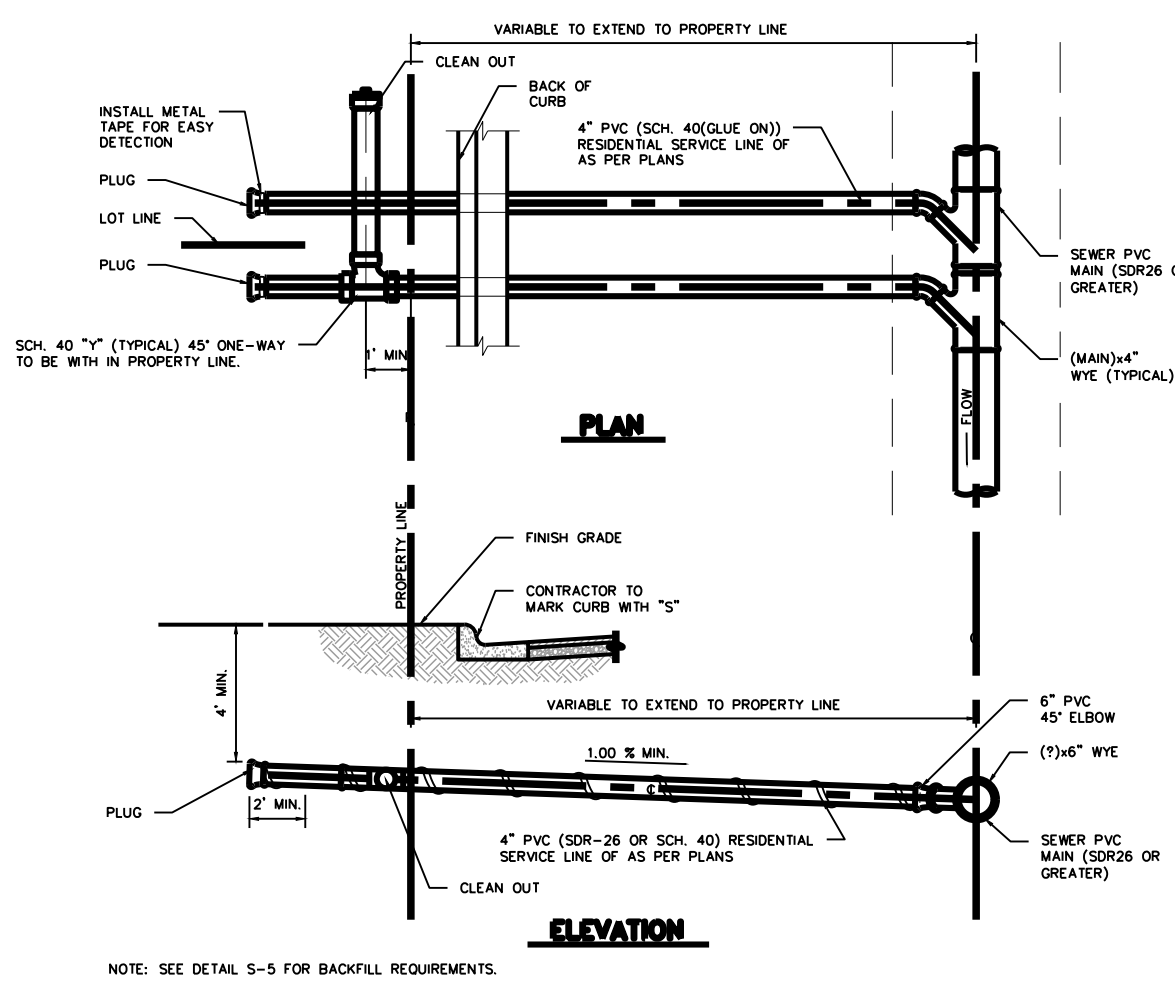
PROJ. NO.: 22.003

DESIGNED: SR

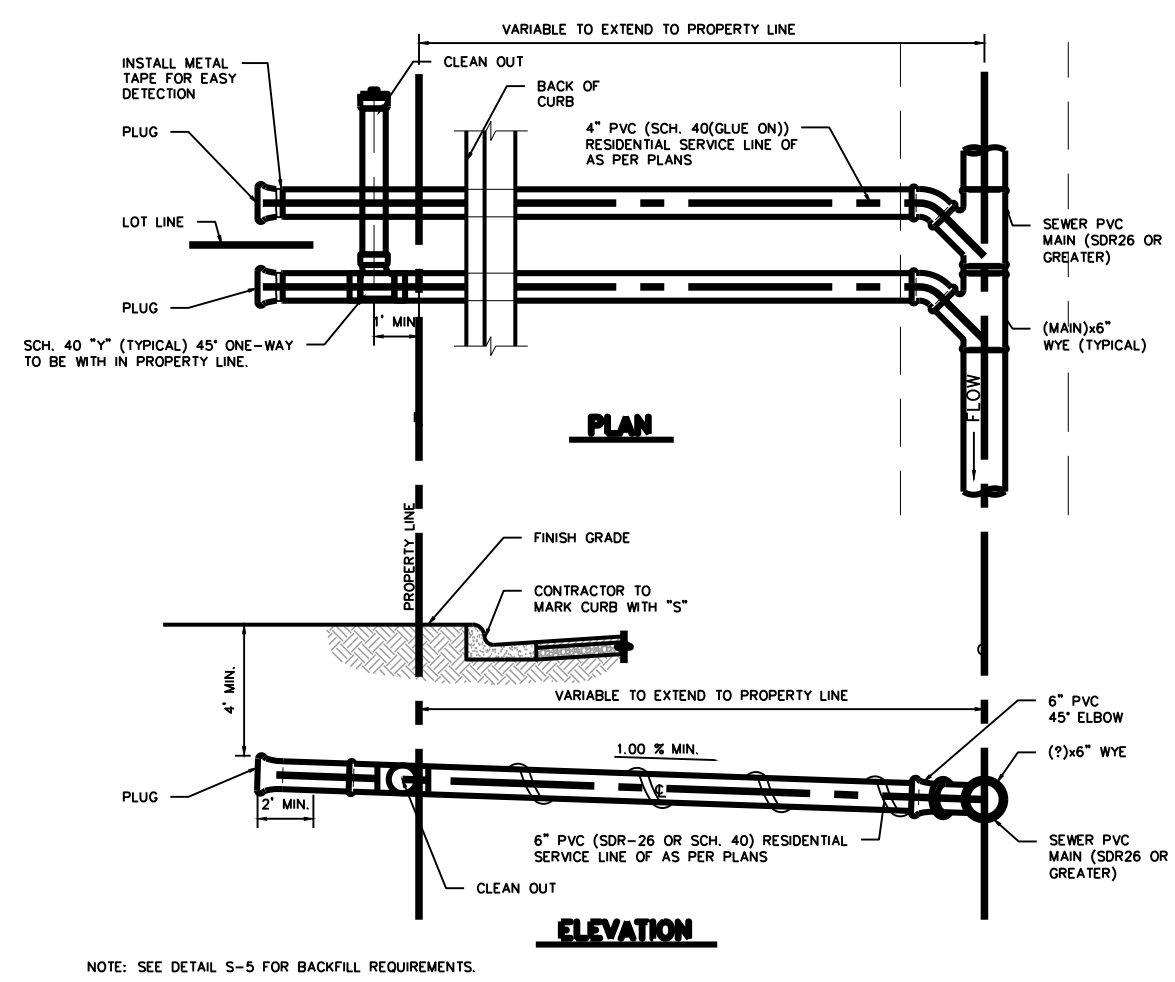
DRAWN: CAD

SHEET: 20 OF 24

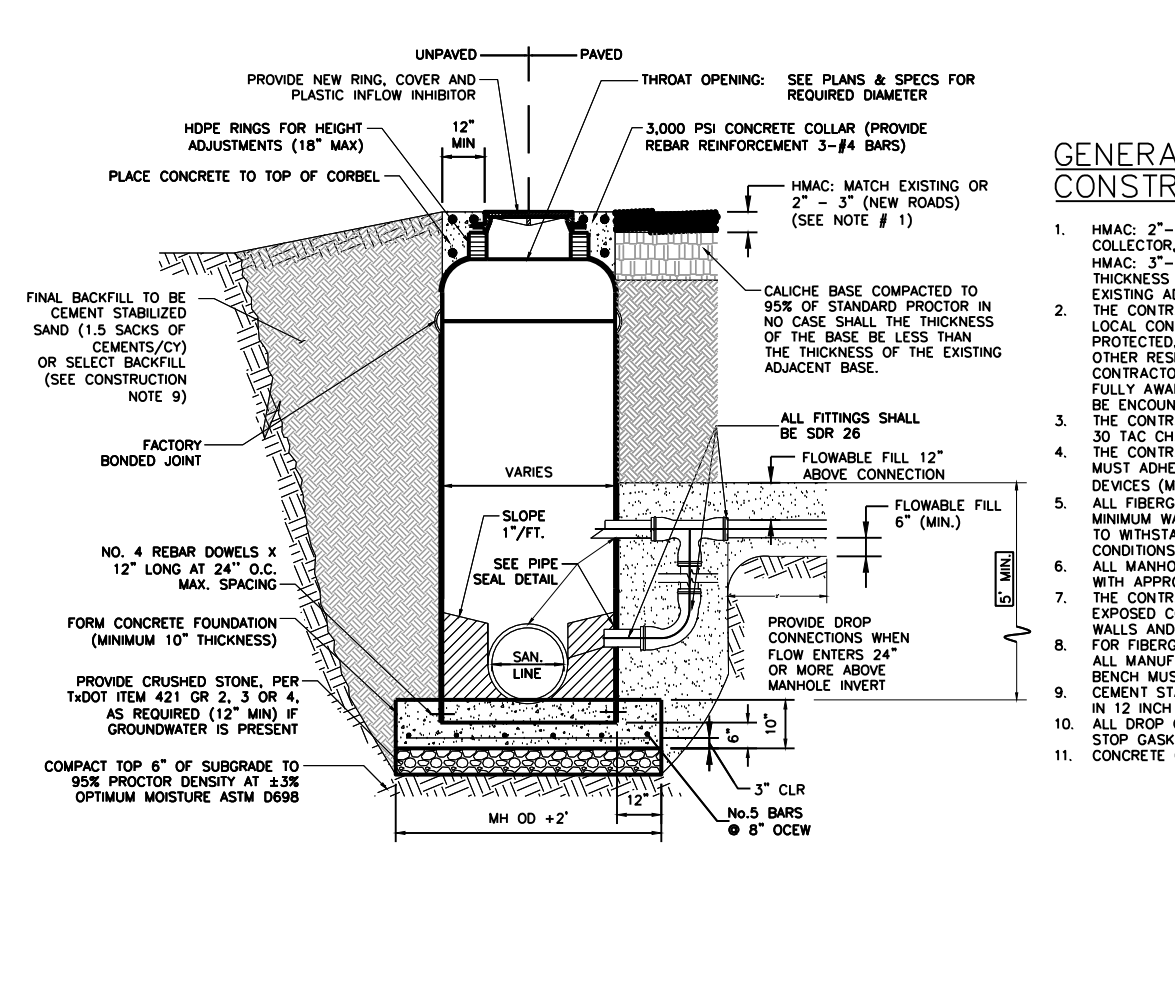




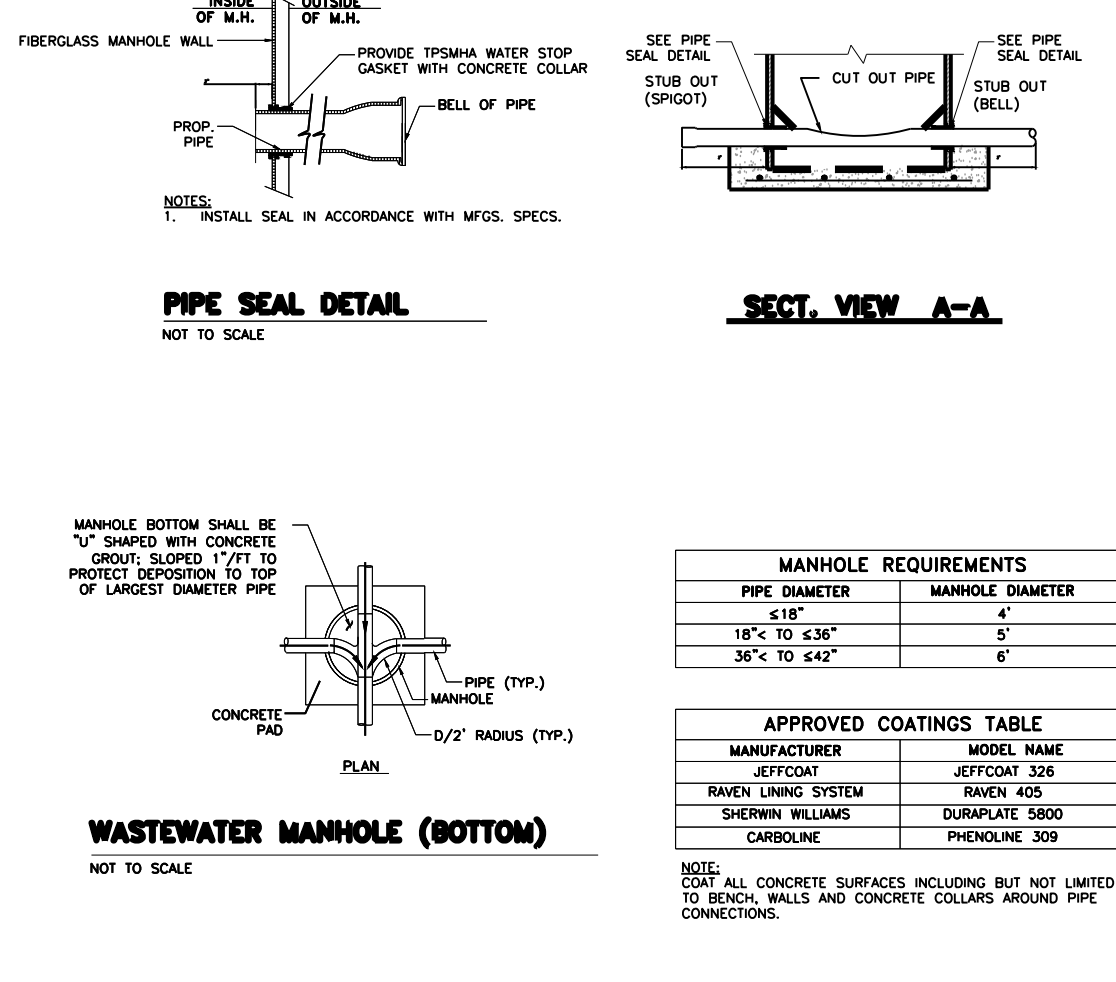
S-1 RESIDENTIAL SEWER SERVICE
(RESPONSE AND SLOPE ONLY)



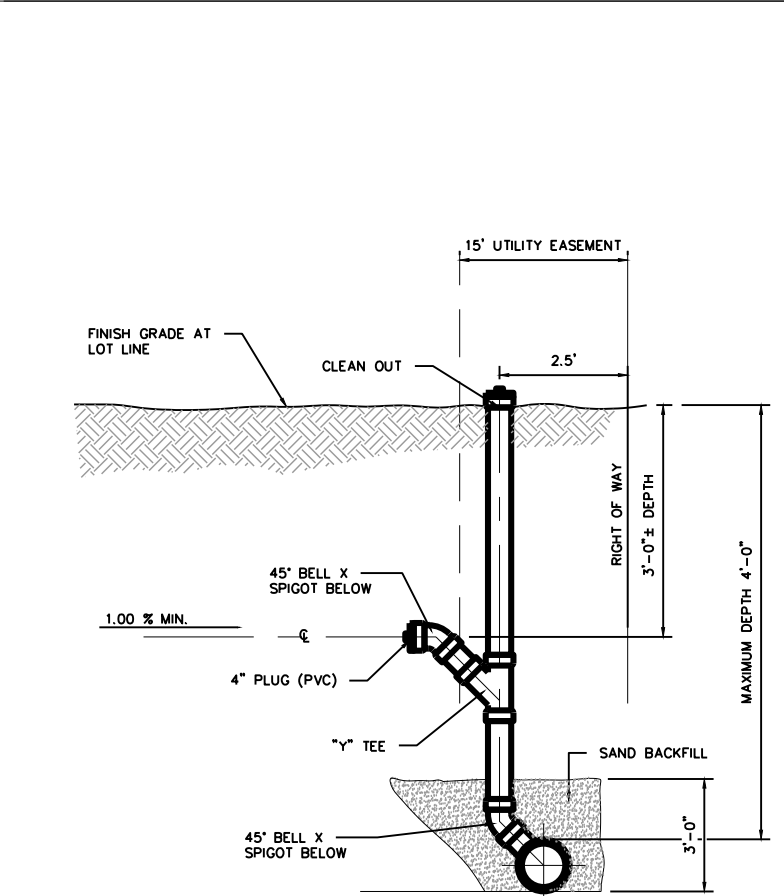
S-2 MULTIFAMILY AND COMMERCIAL SANITARY SEWER SERVICE
(RESPONSE UP TO TOP OF)



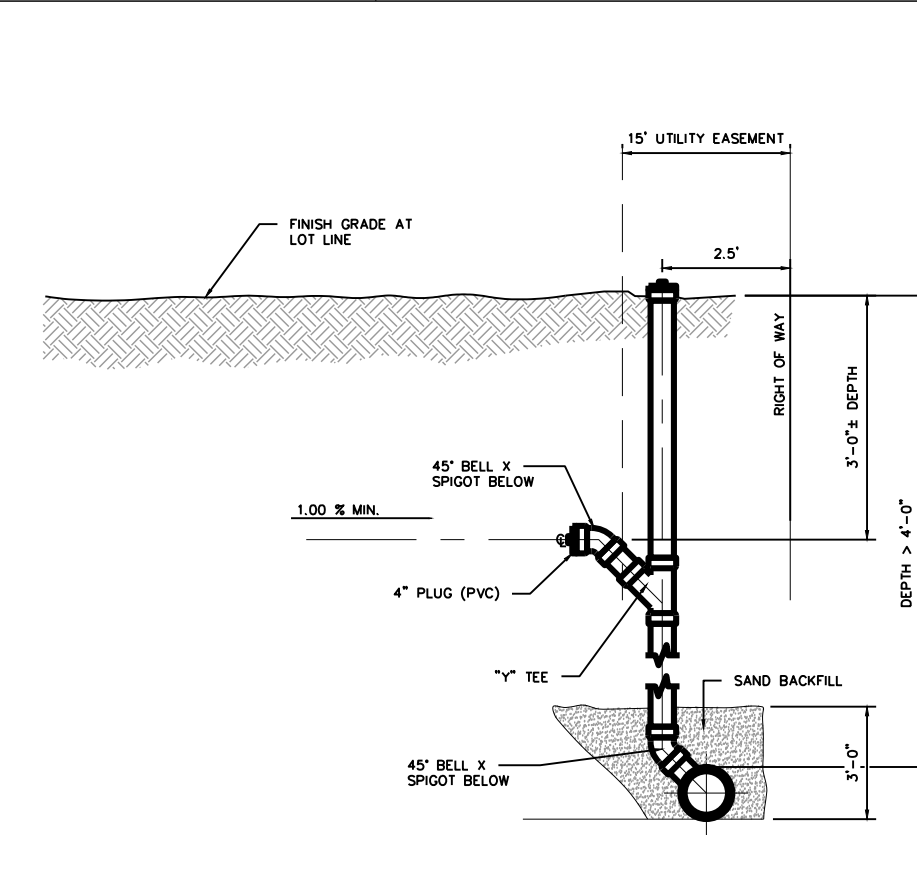
S-3A MONOLITHIC FIBERGLASS MANHOLE



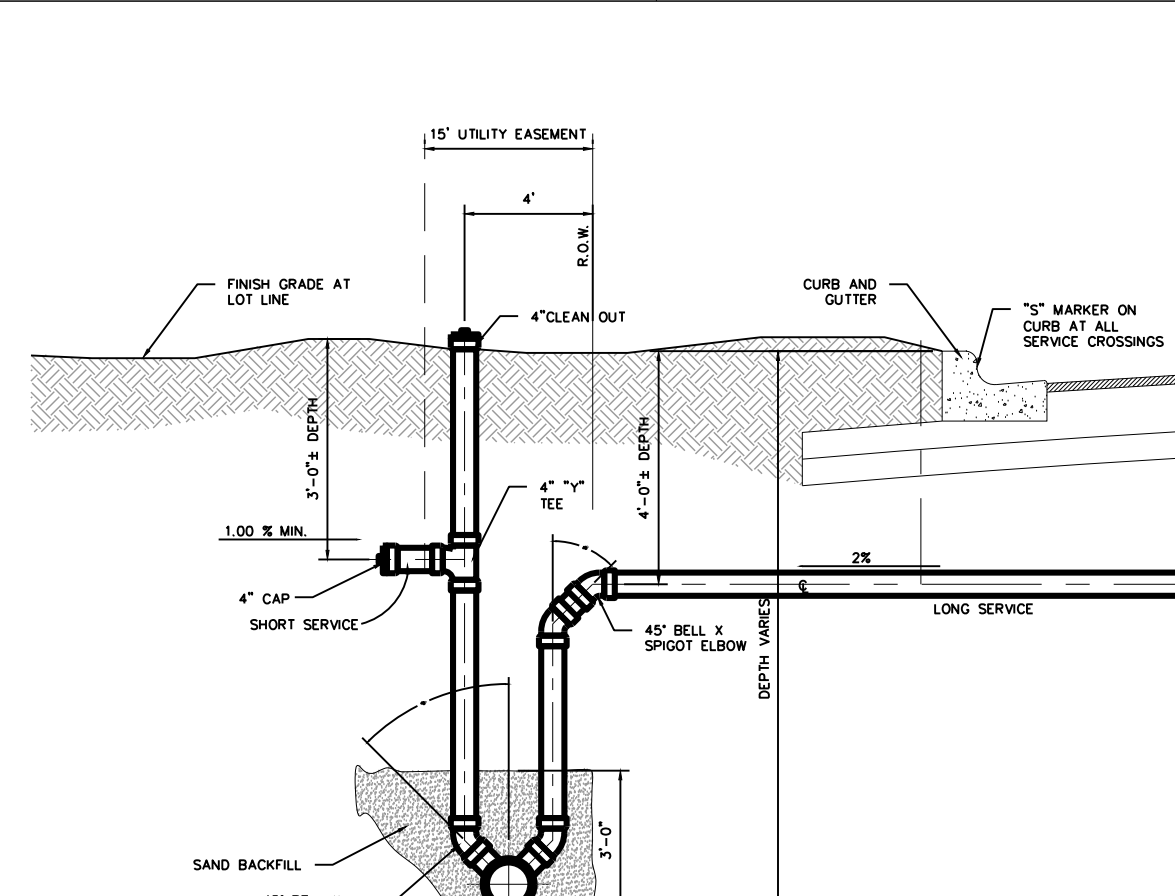
S-3B MONOLITHIC FIBERGLASS MANHOLE



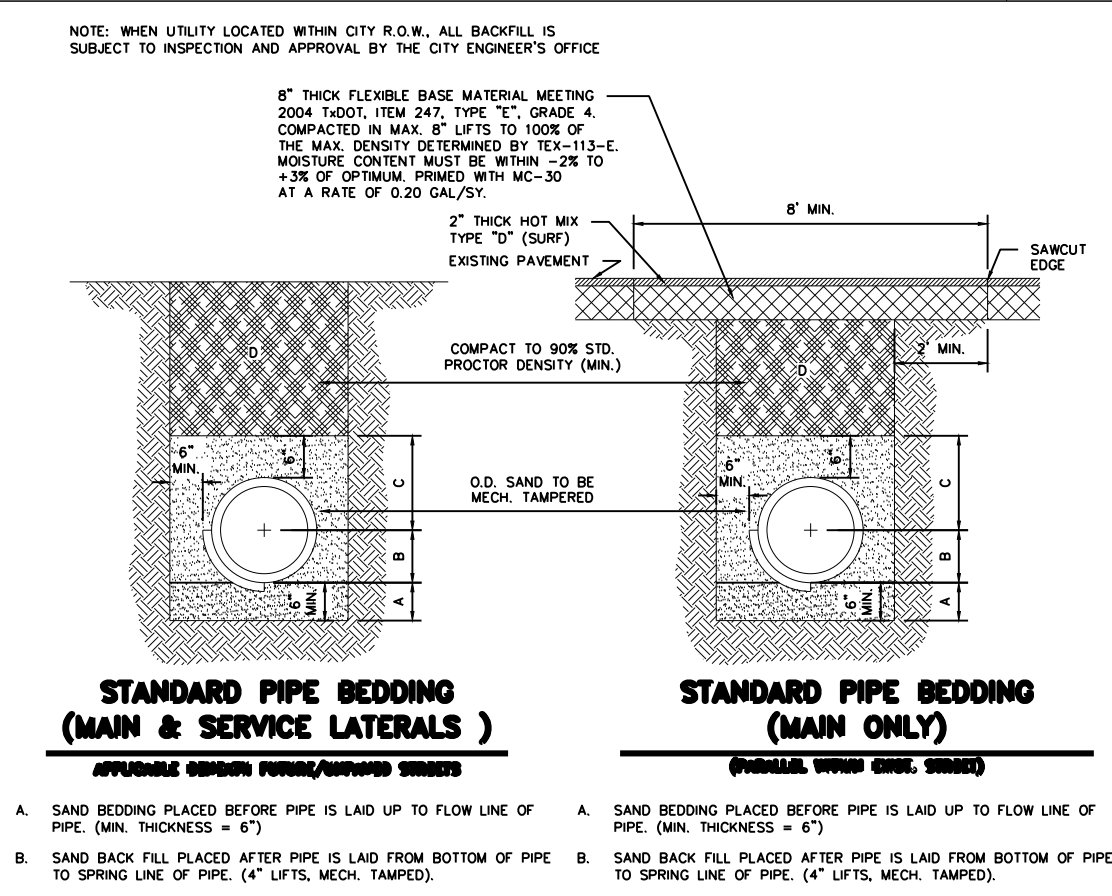
S-4 SHALLOW SERVICE CONNECTION



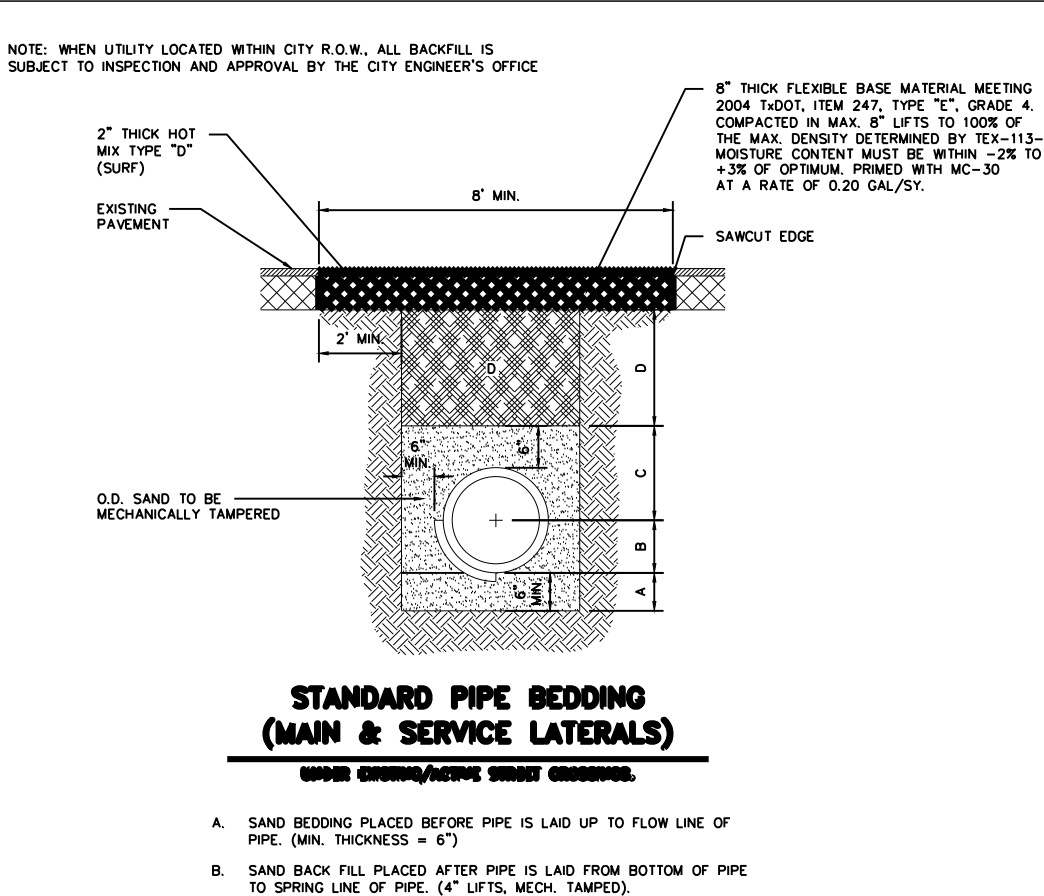
S-5 DEEP SERVICE CONNECTION



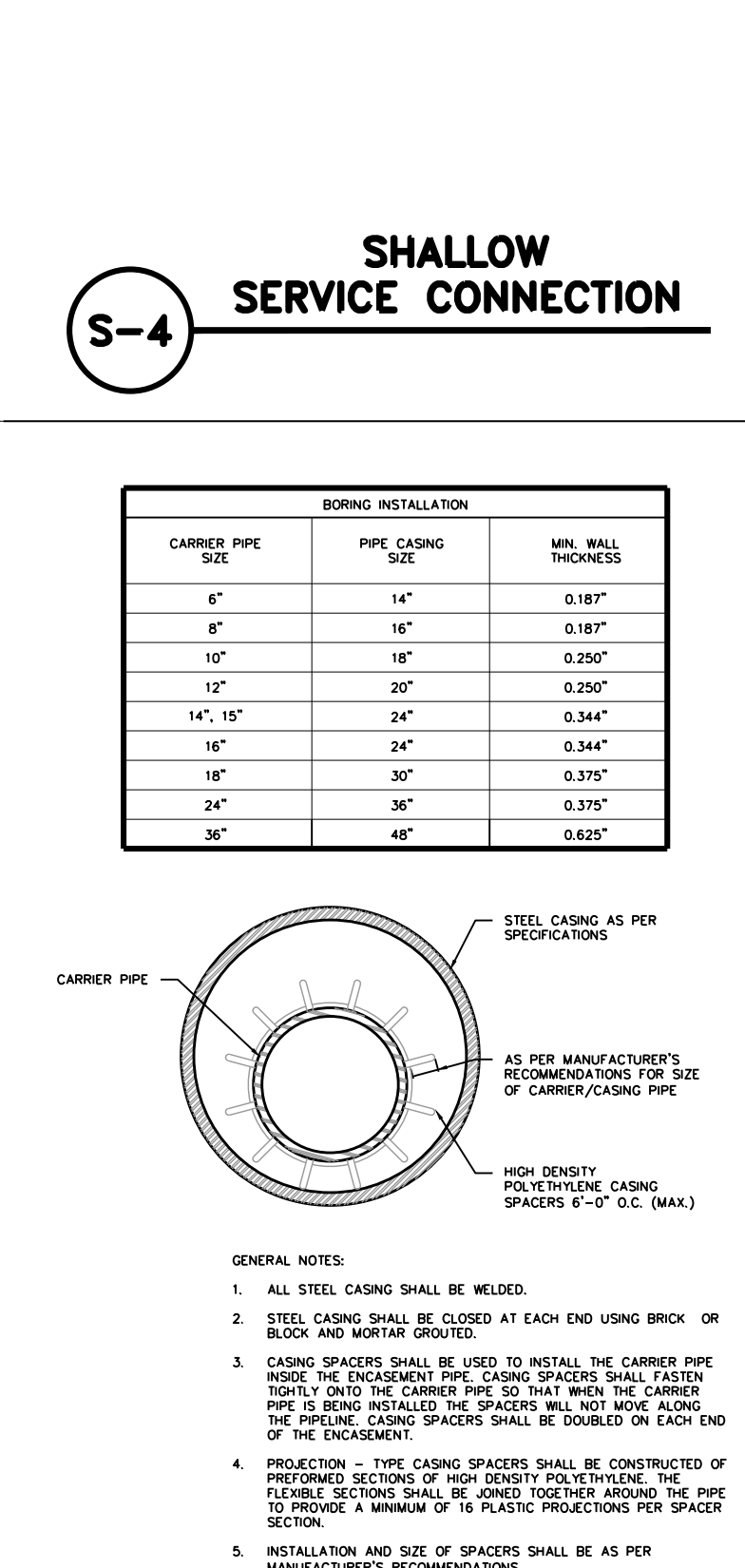
S-6 DOUBLE DEEP SERVICE CONNECTION



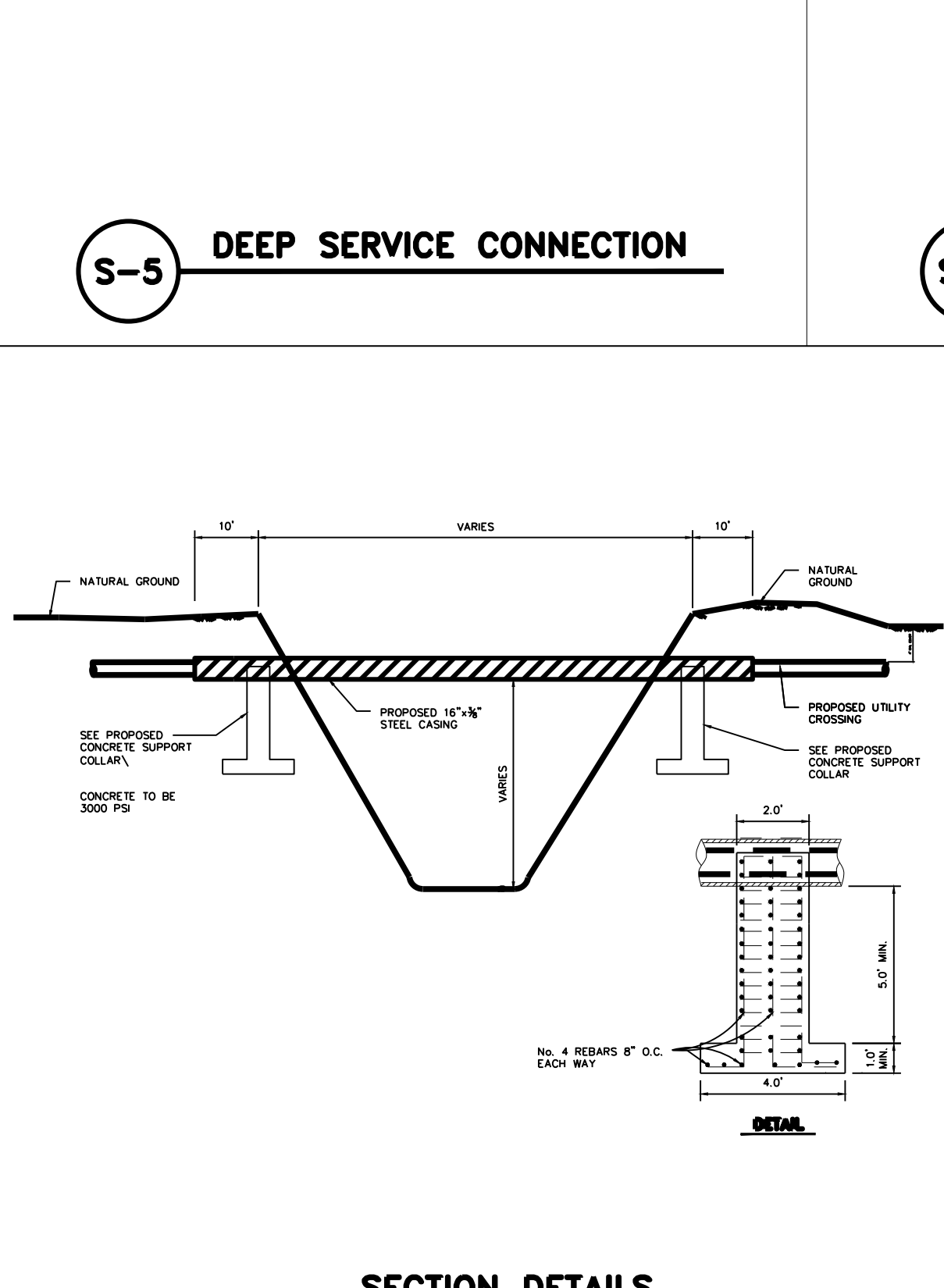
S-7 SANITARY SEWER STANDARD PIPE BEDDING



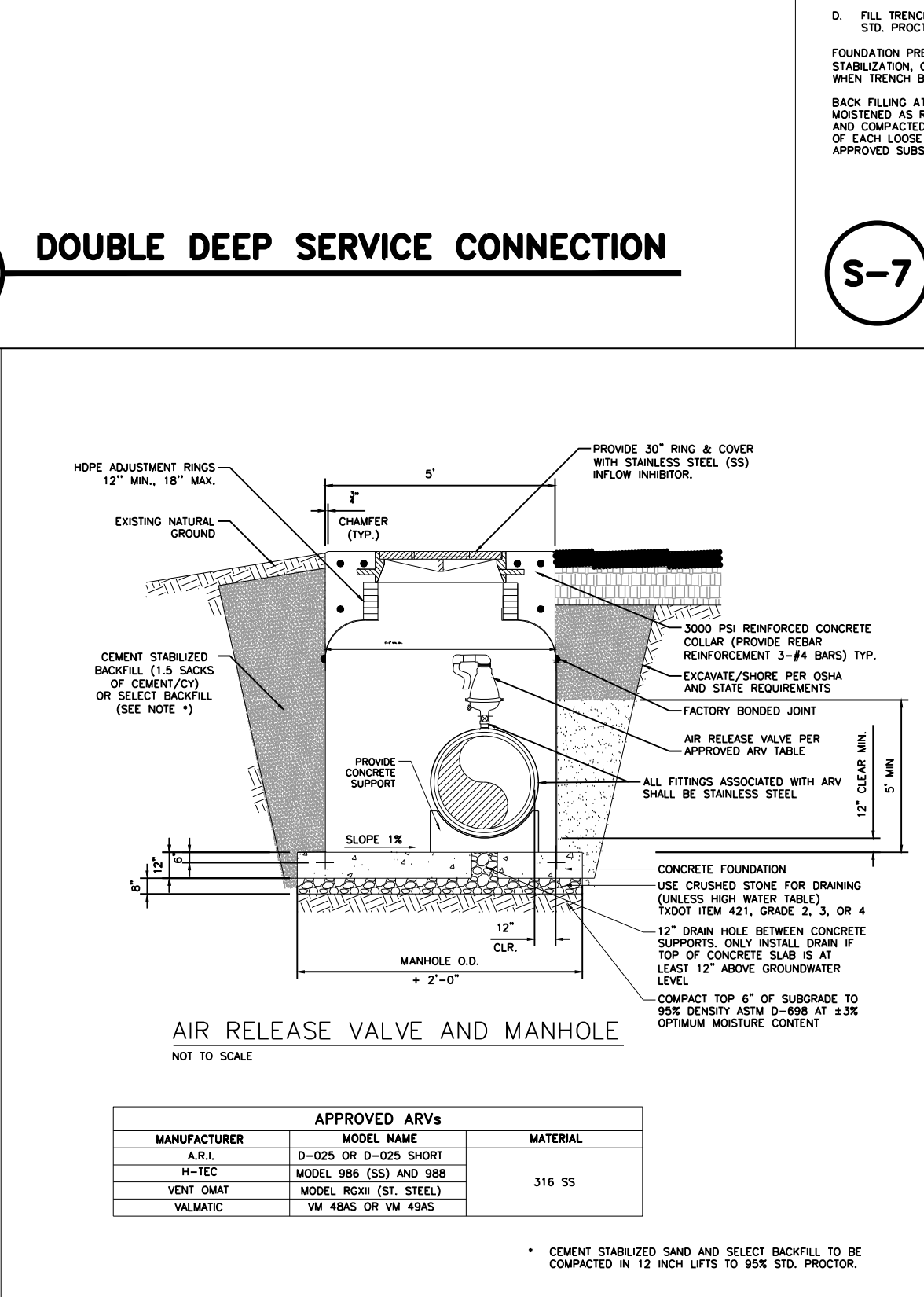
S-8 UTILITY CROSSING AT EXISTING / ACTIVE STREET
(WATER/SAN. SEWER)



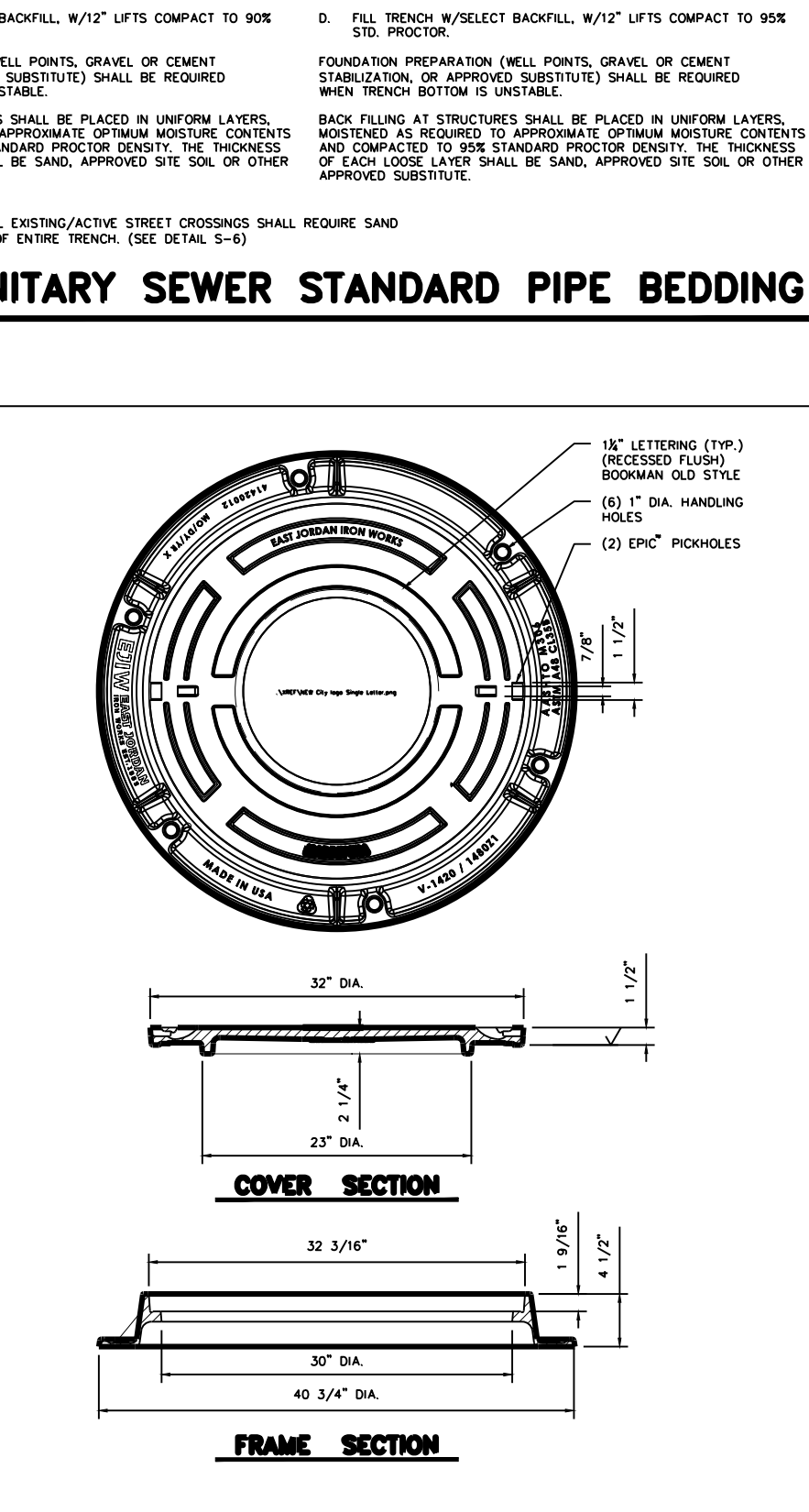
S-9 UTILITY LINE BORE



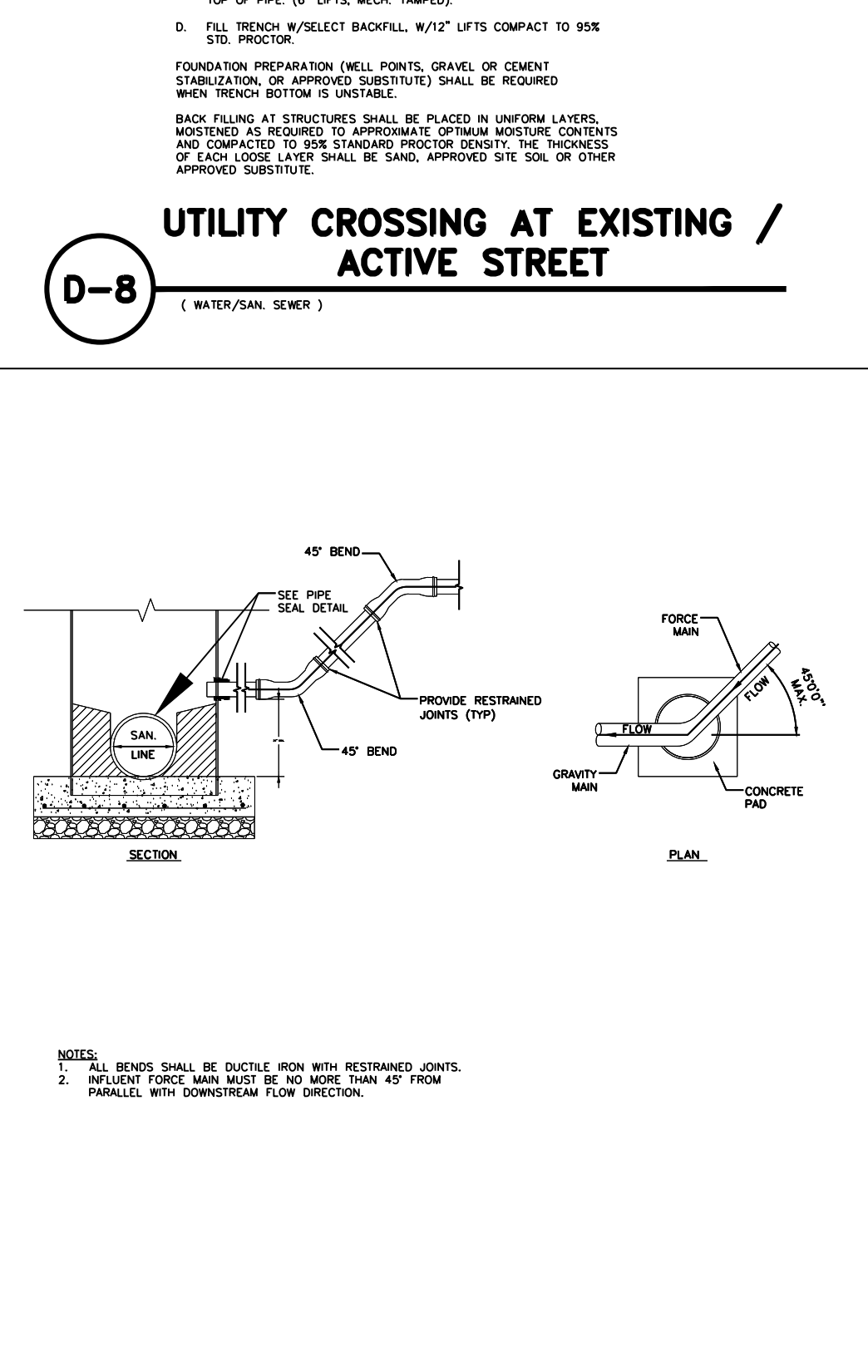
S-10 SECTION DETAILS DRAIN DITCH CROSSING



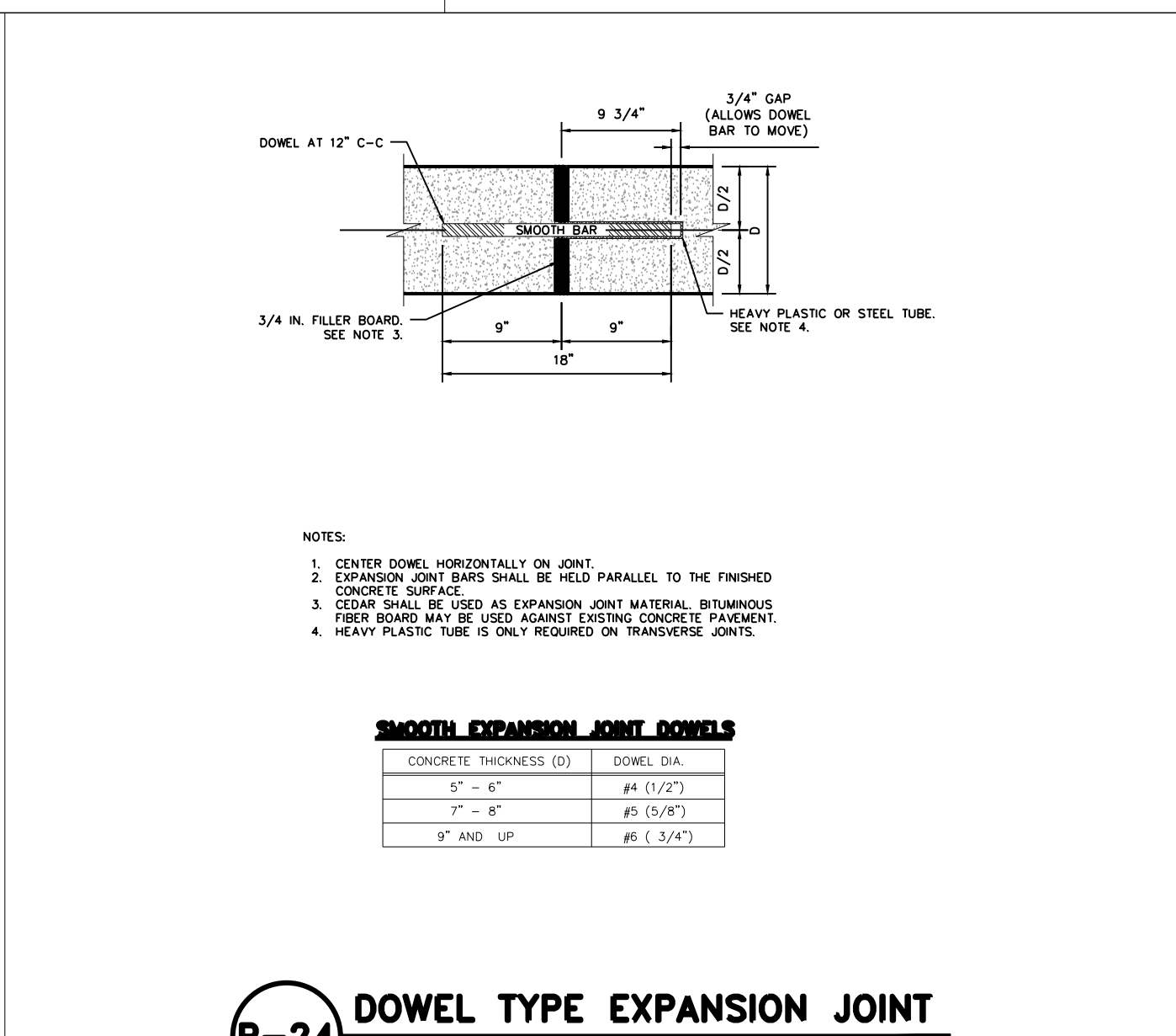
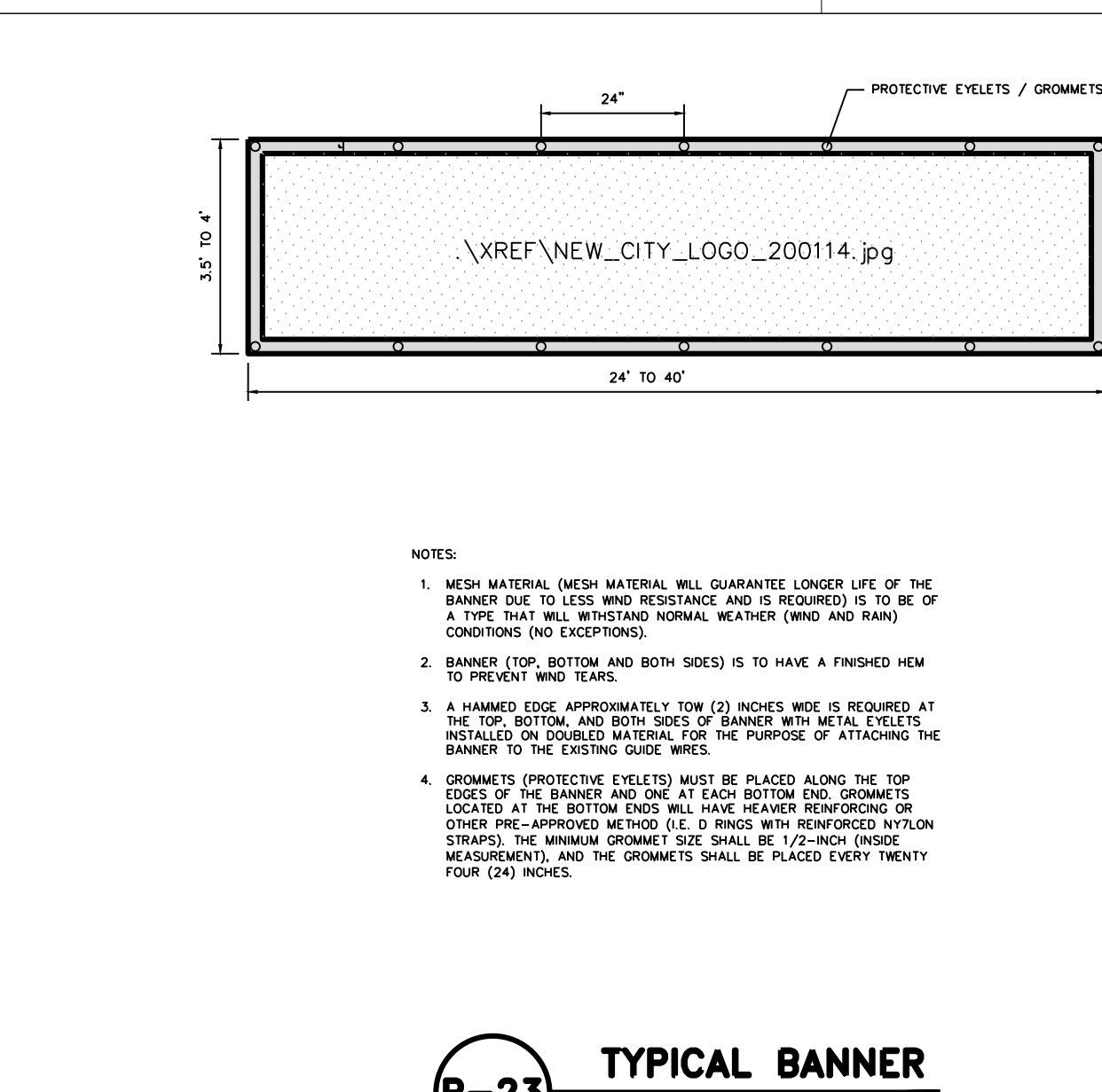
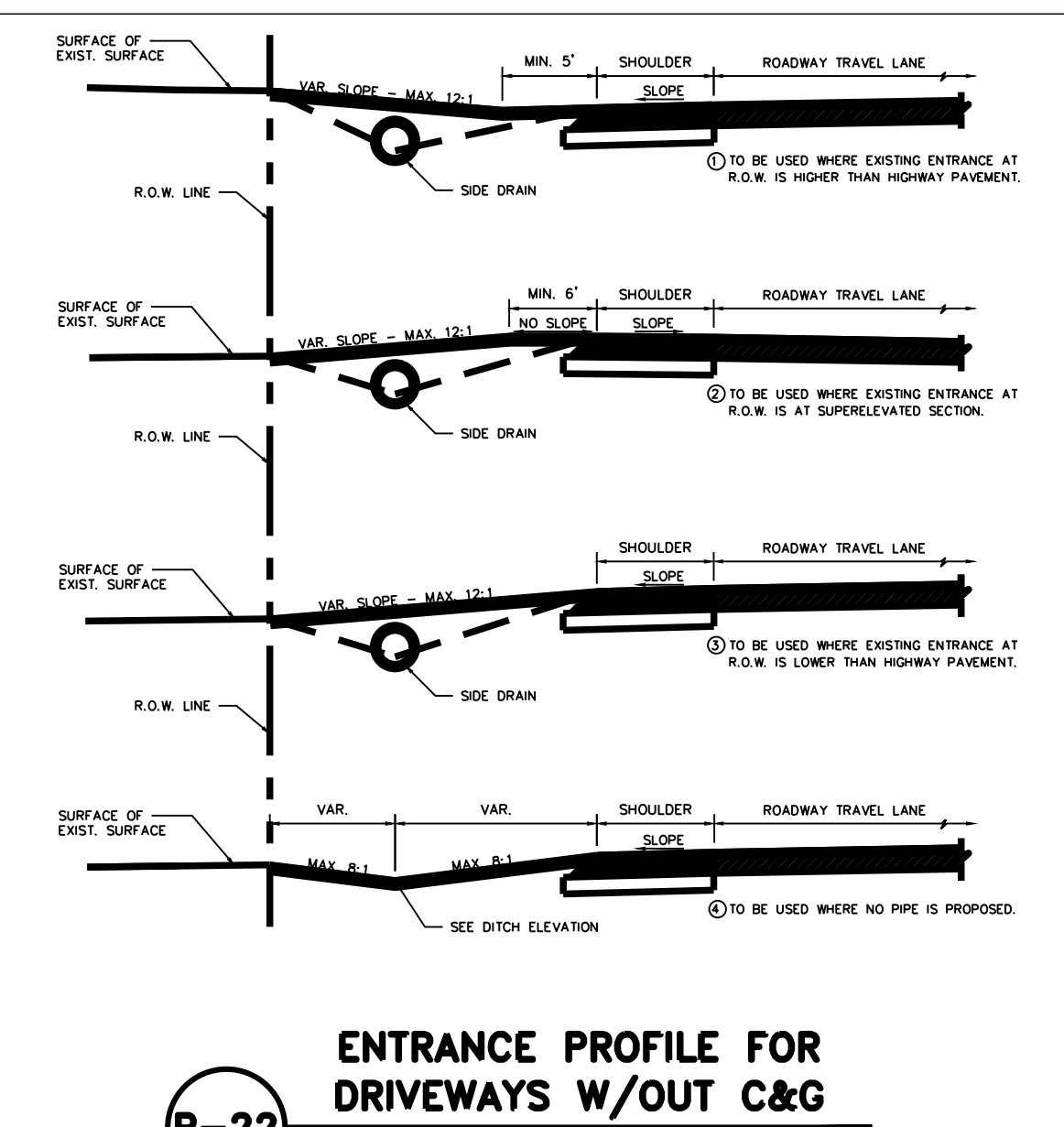
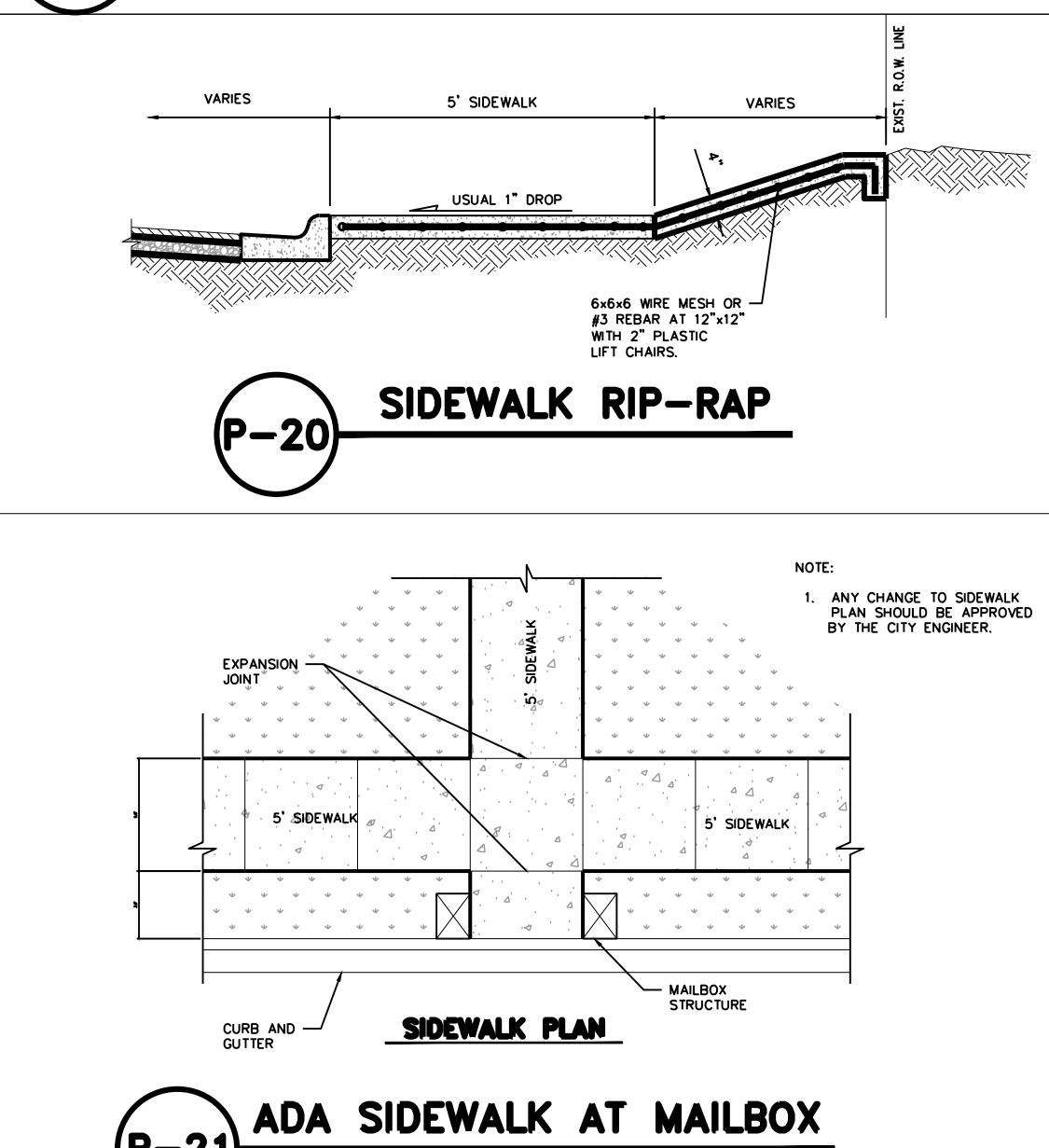
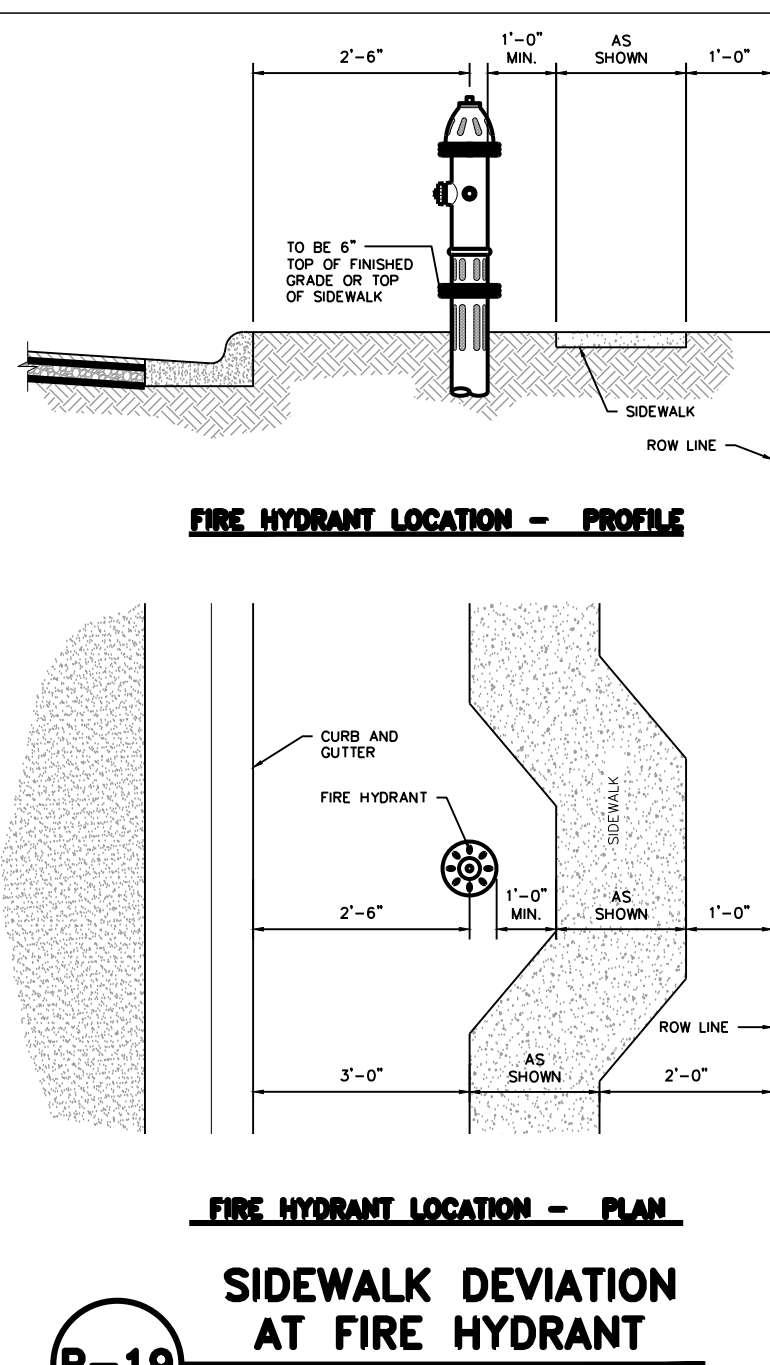
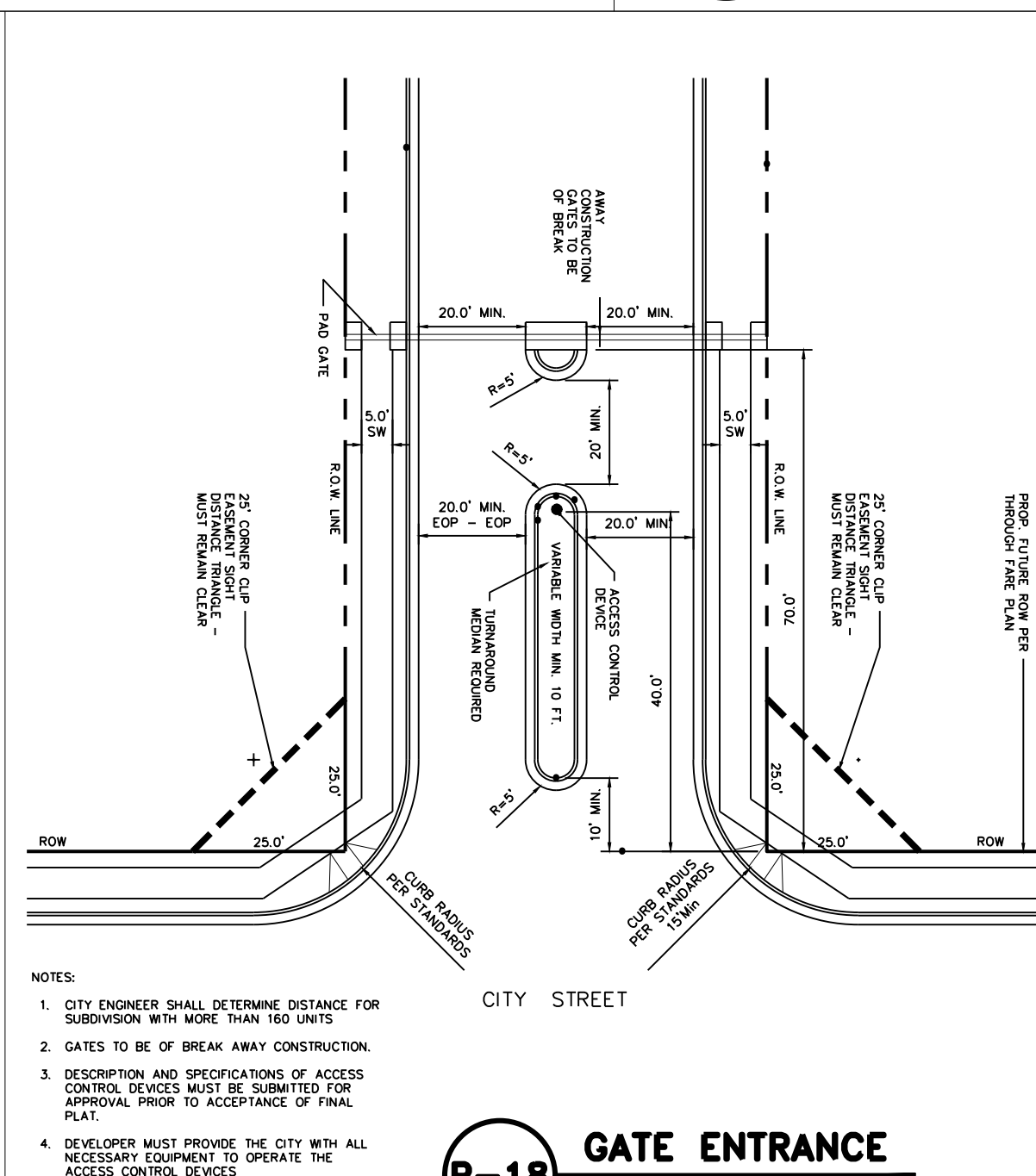
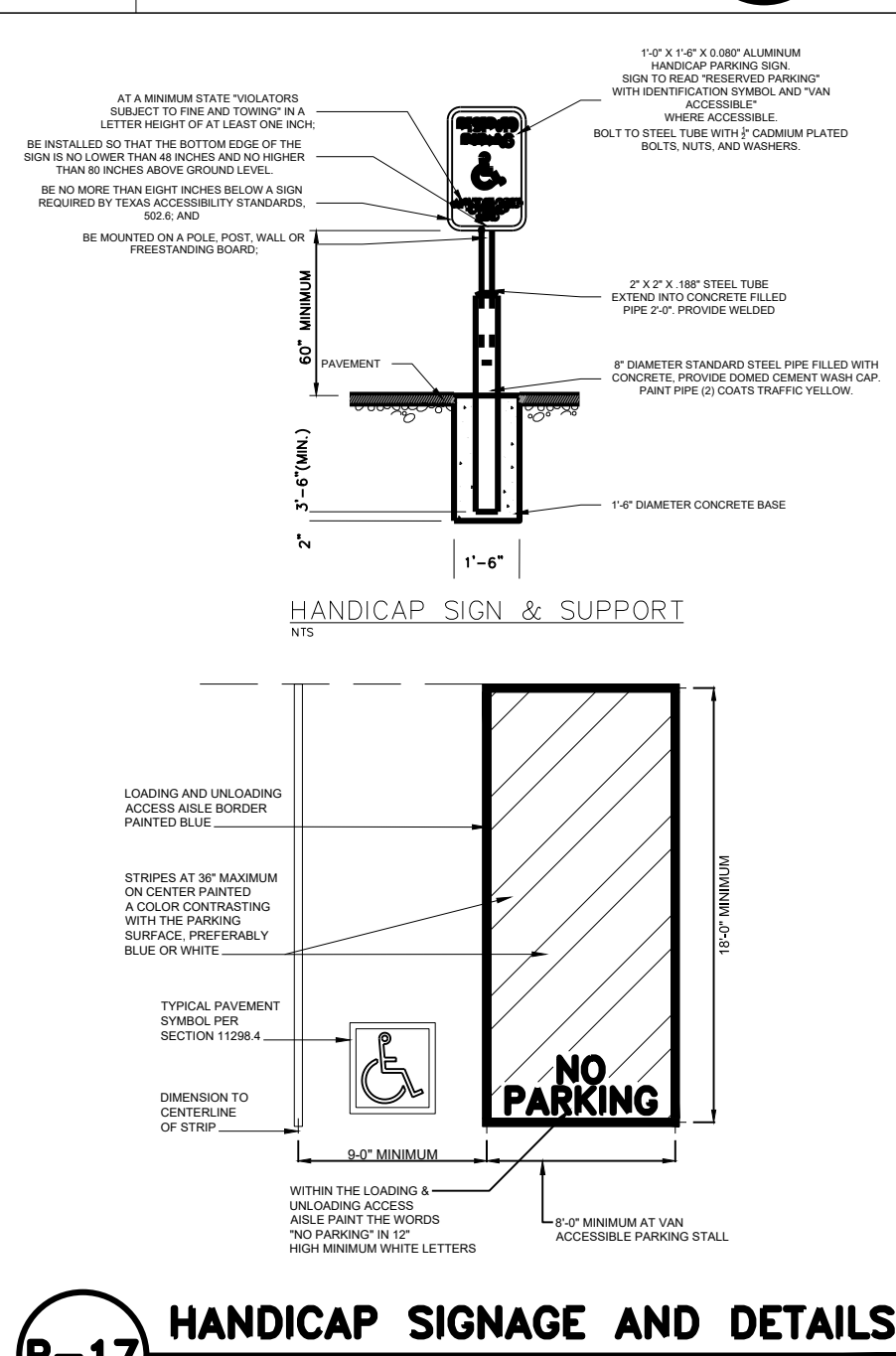
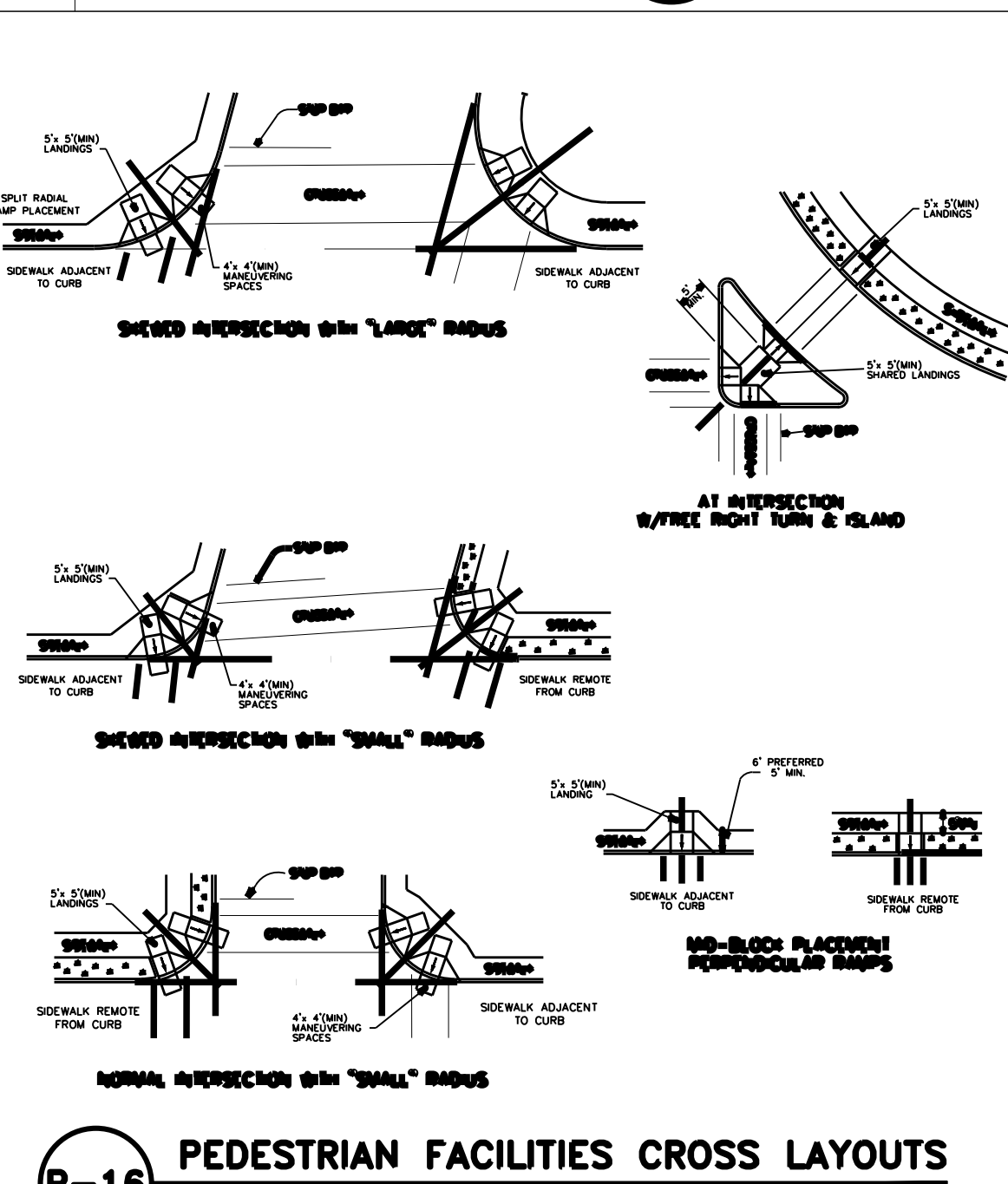
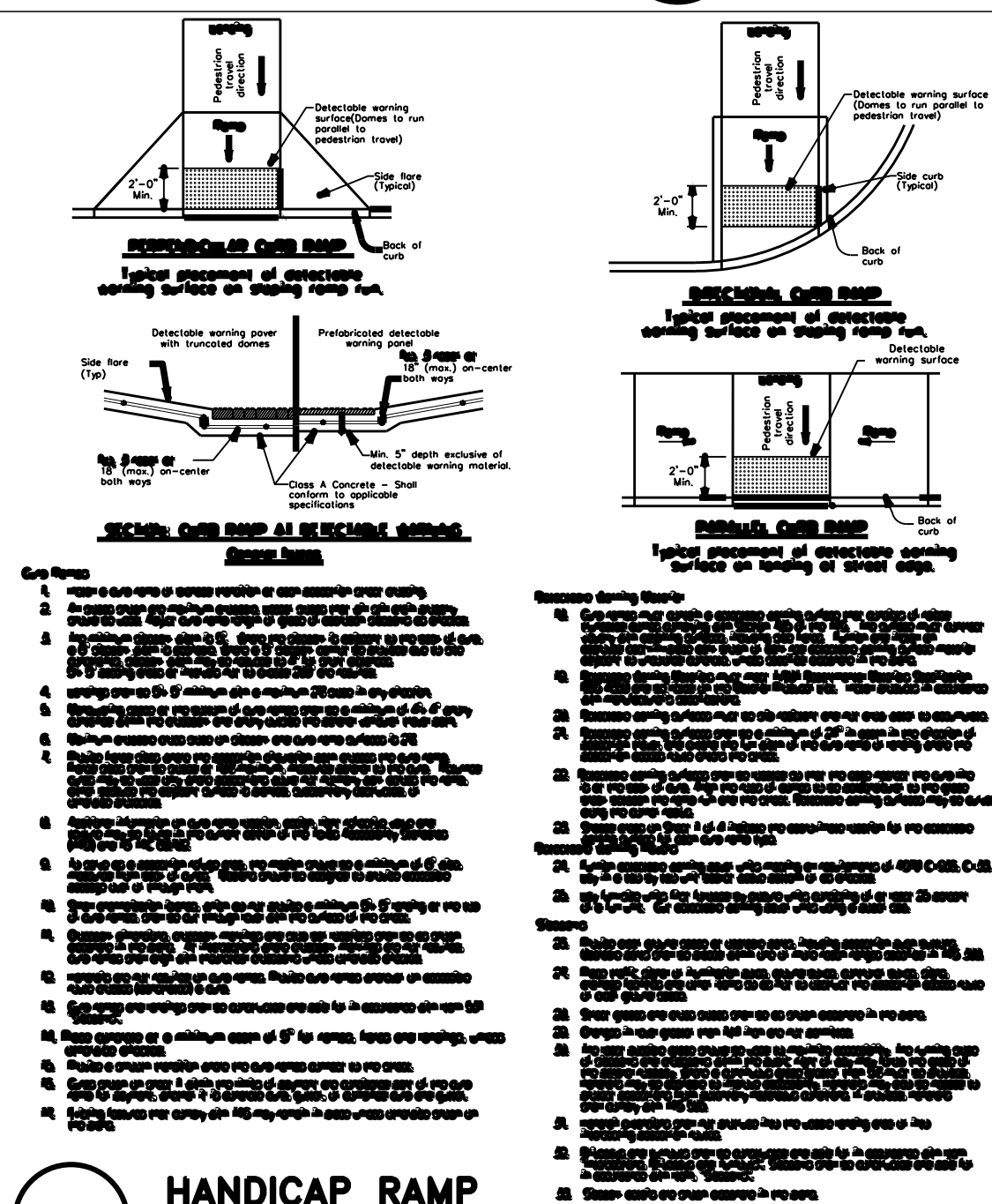
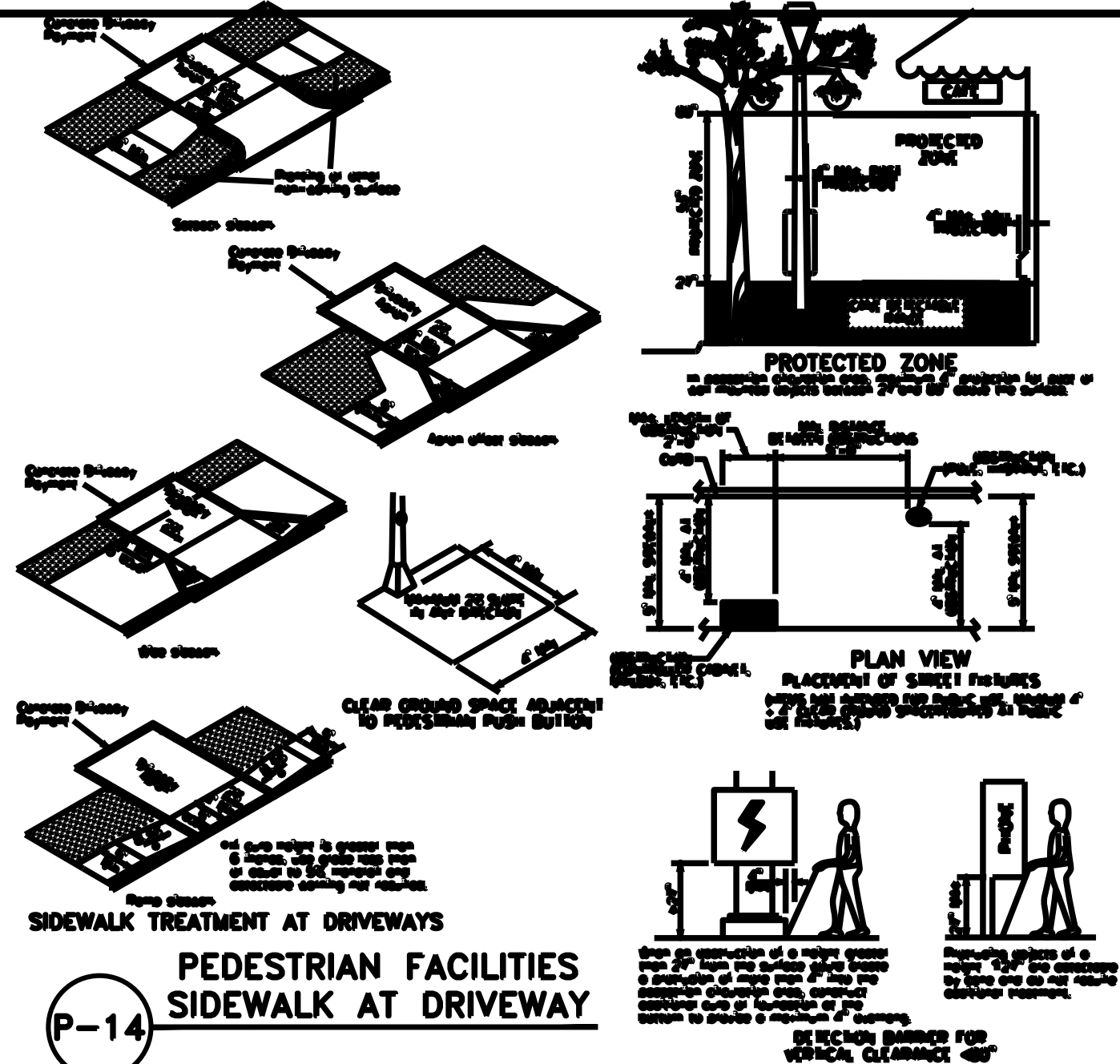
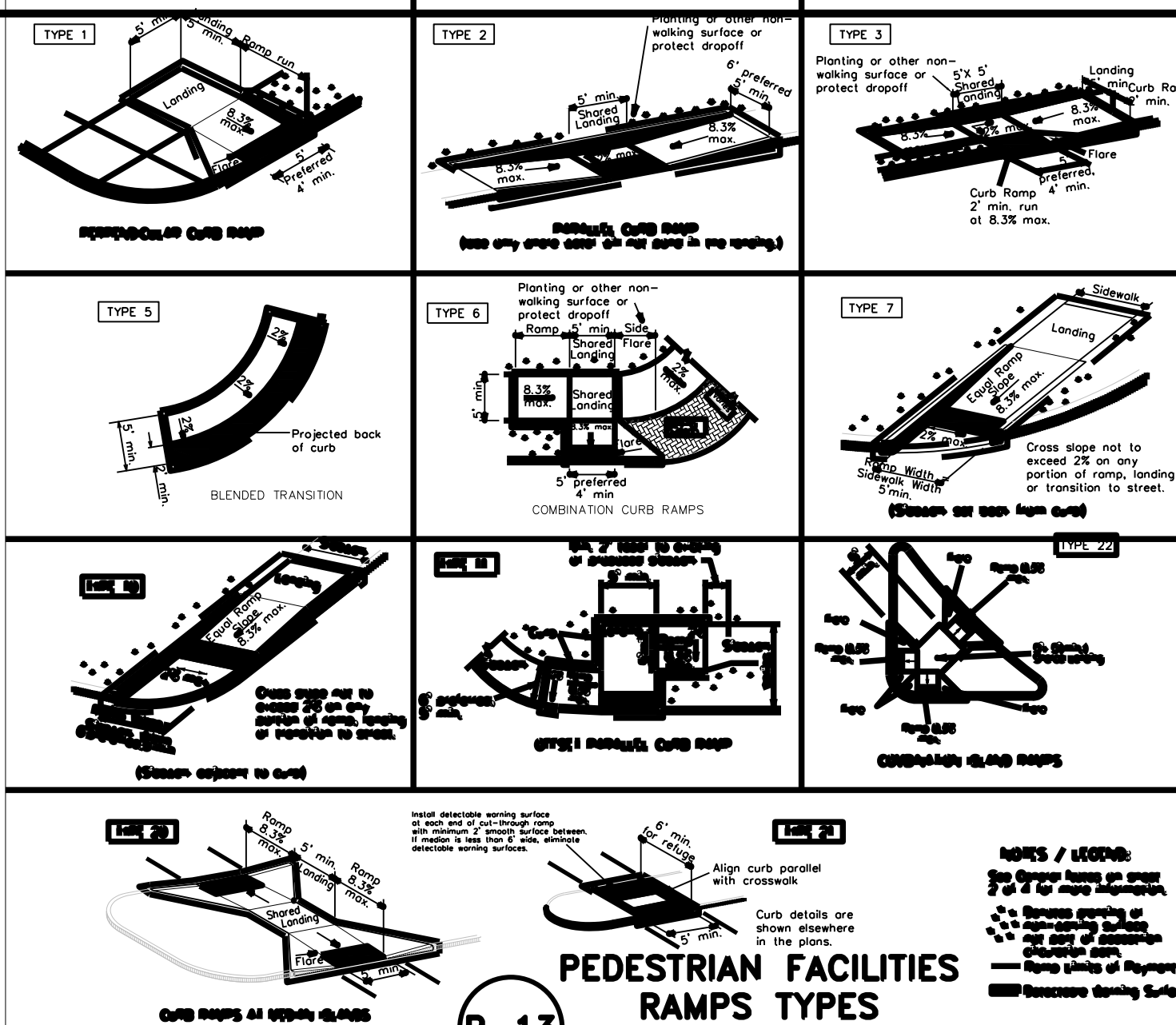
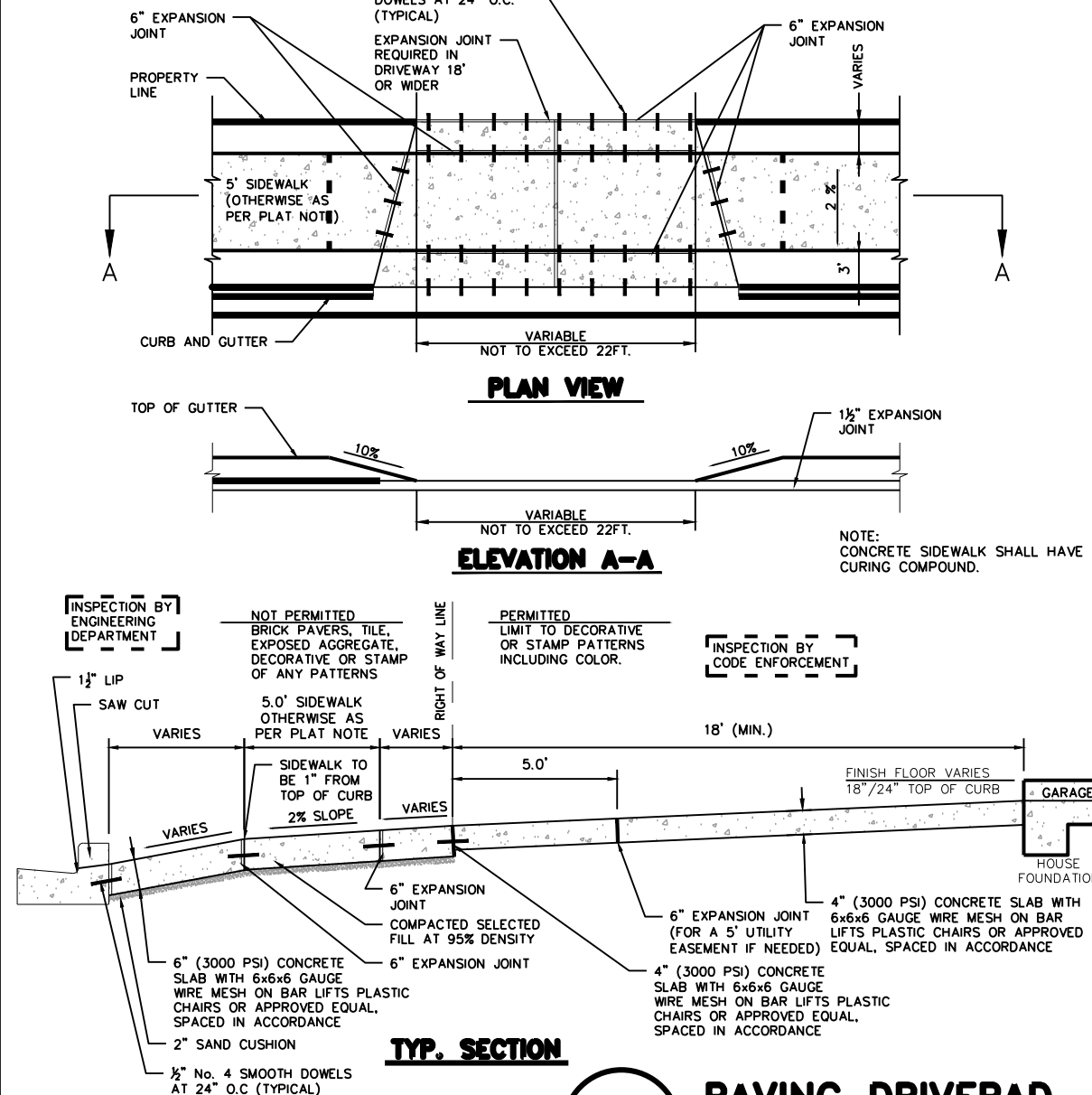
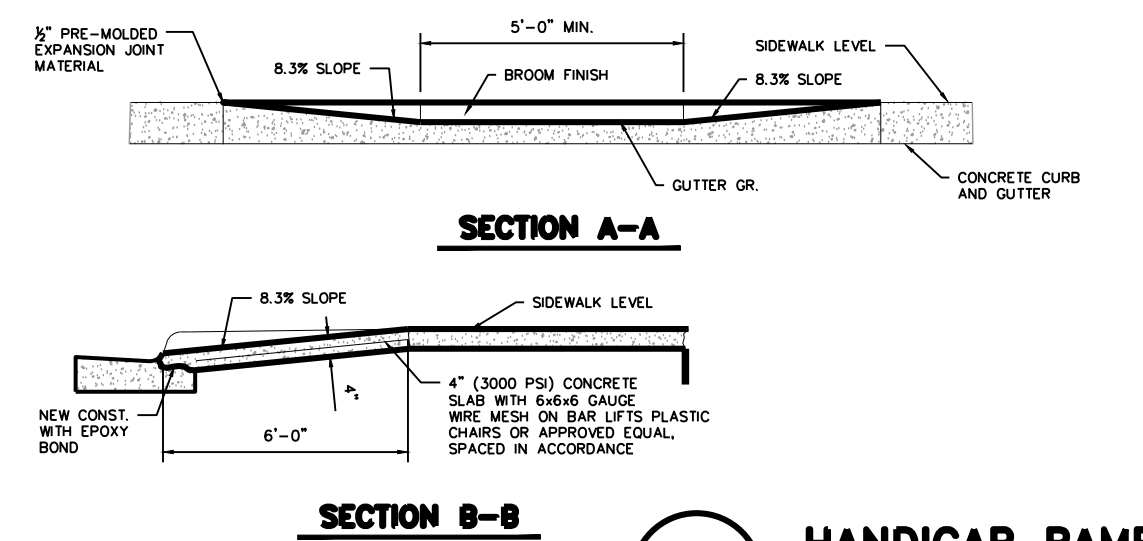
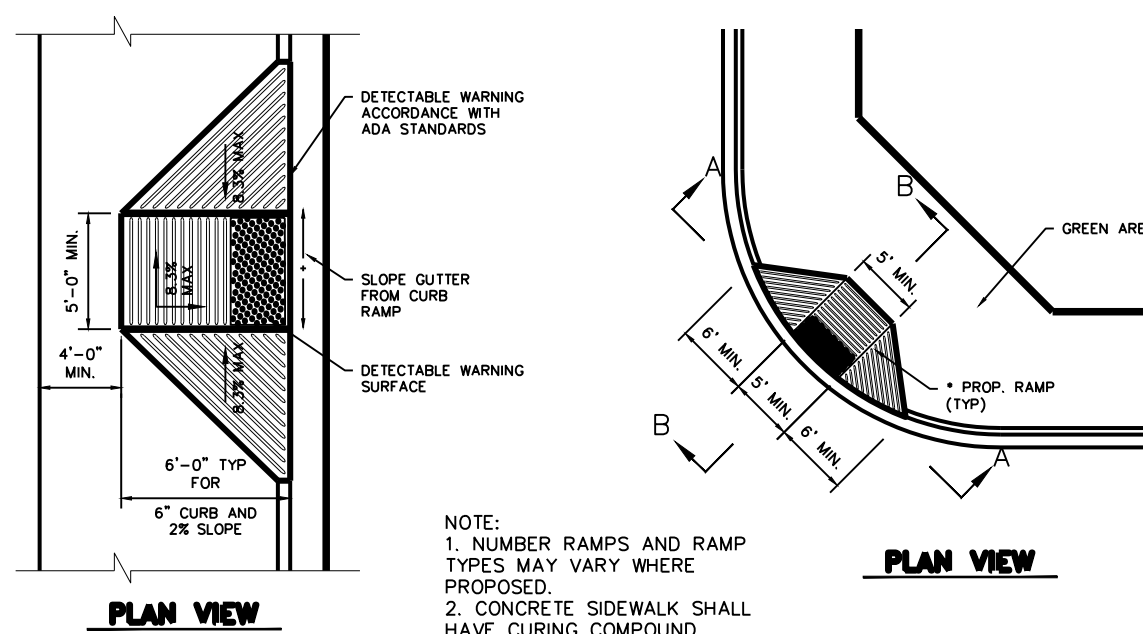
S-11 SEWAGE AIR RELEASE VALVE

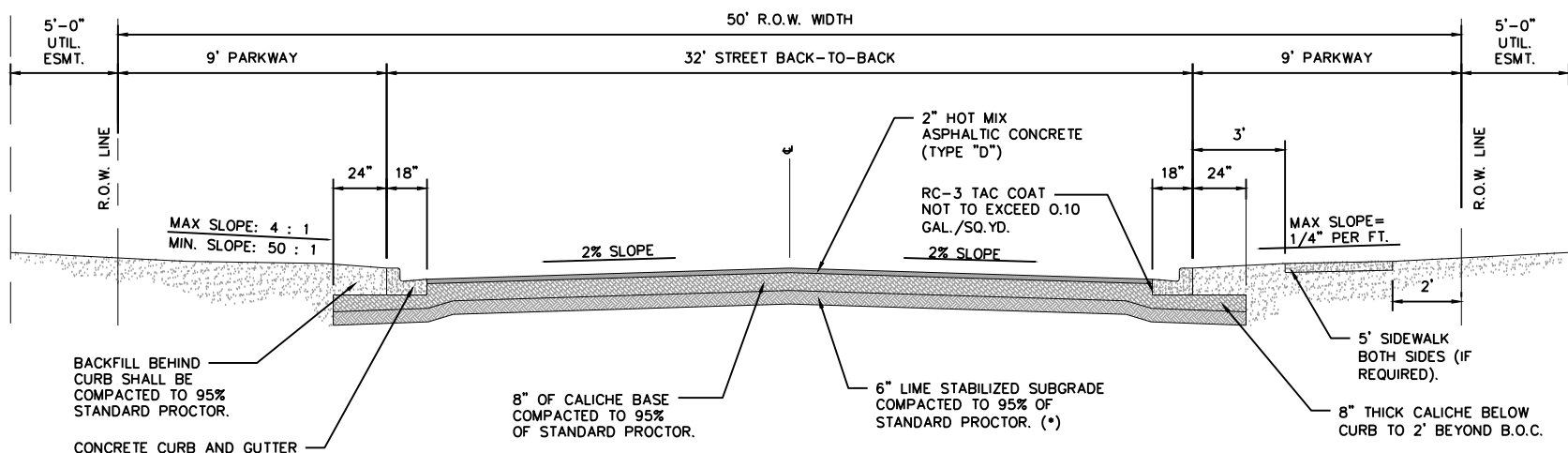


S-12 MANHOLE COVER



S-13 FORCE MAIN DISCHARGE MANHOLE

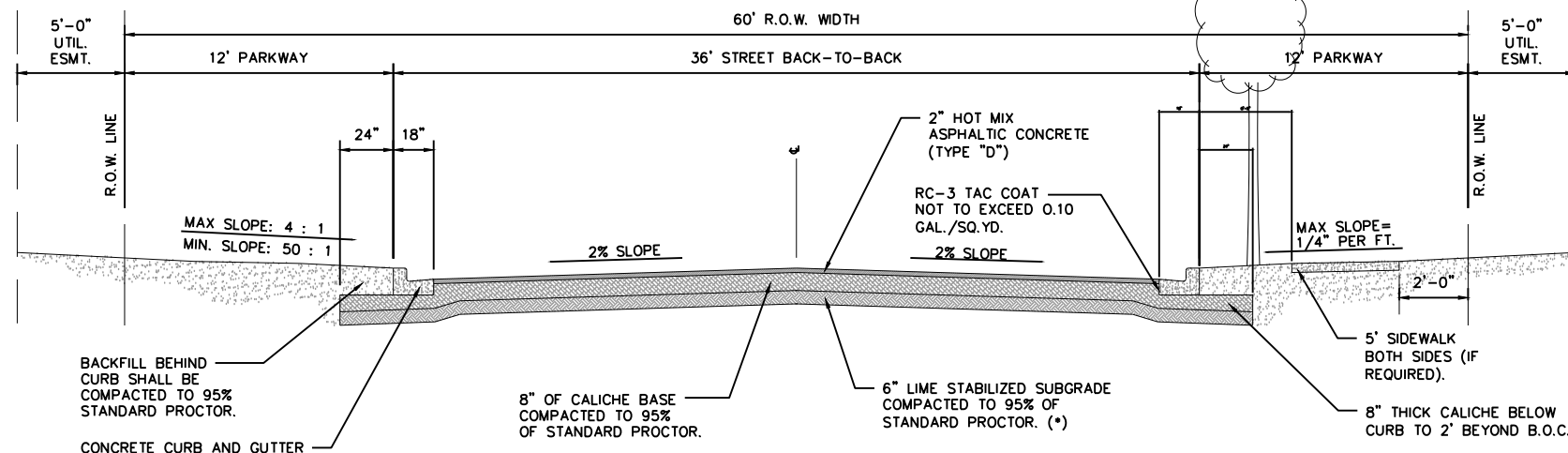




FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

Retained on Sg. Sieve	Percent Required
2"	0
3"	20 - 60
No. 4	40 - 75
No. 40	70 - 90
Max. P.I.	15
Max. Wet Ball P.I.	15
Wet Ball Min. Max. Amount	50

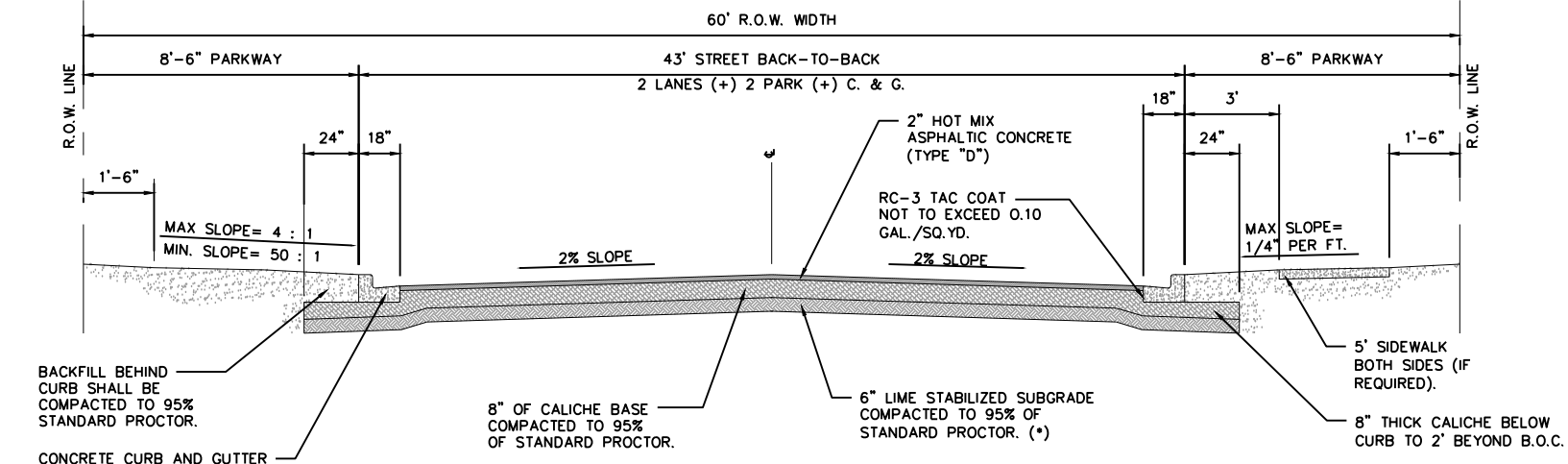
- NOTES:
- IF AN ALTERNATIVE PAVEMENT SECTION IS REQUESTED, A PAVEMENT DESIGN ANALYSIS WILL BE REQUIRED FOR APPROVAL BY THE CITY ENGINEER
 - FOR STREETS SERVING A SUBDIVISION WITH NO STREET TREES (LESS THAN 16 LOTS).



FLEXIBLE BASE (TYPE E GRADE 4) SHALL CONFORM TO THE FOLLOWING REQUIREMENTS, PRIOR TO THE ADDITION OF LIME:

Retained on Sg. Sieve	Percent Required
2"	0
3"	20 - 60
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No. 40	70 - 90
Max. P.I.	15
Max. Wet Ball P.I.	15
Wet Ball Min. Max. Amount	50

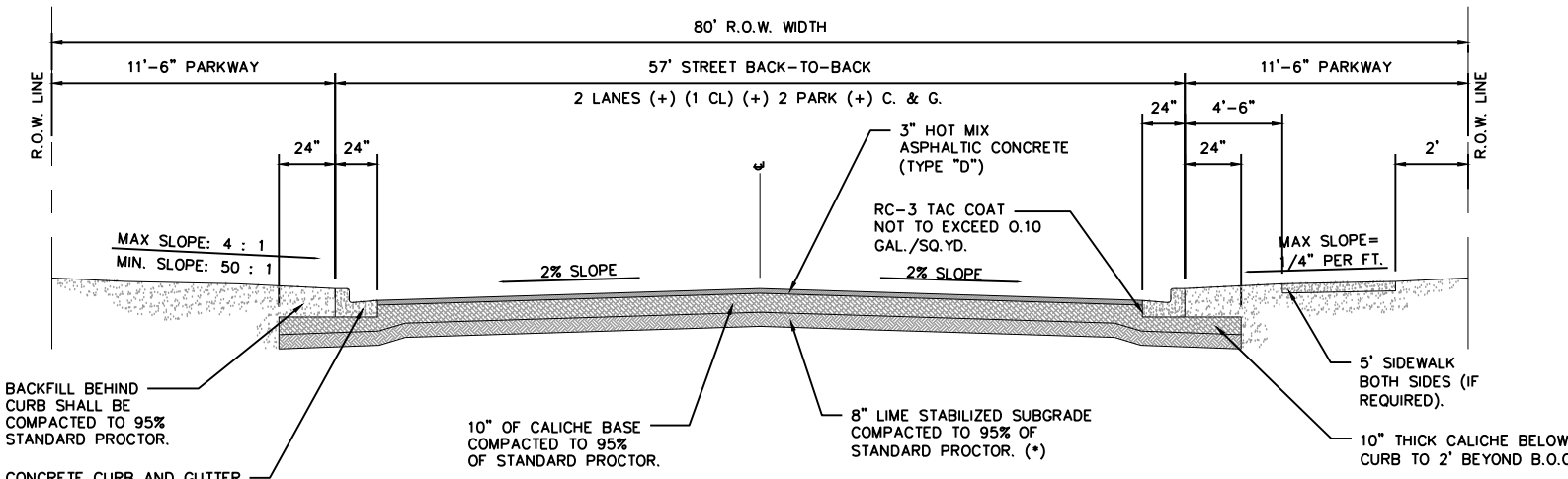
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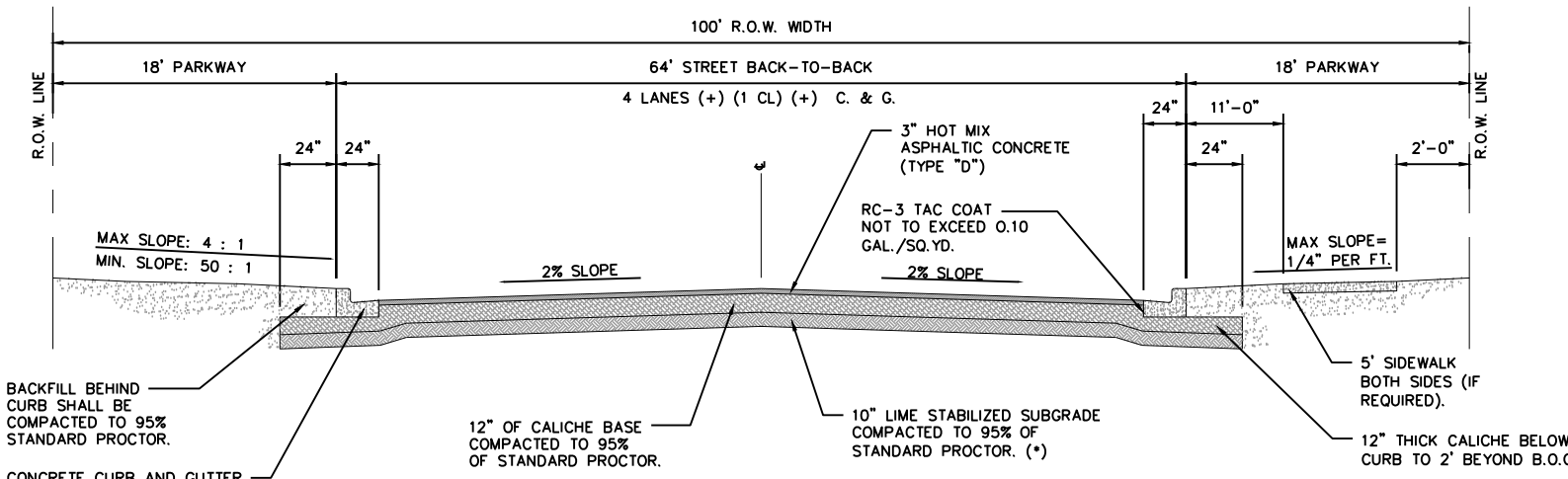
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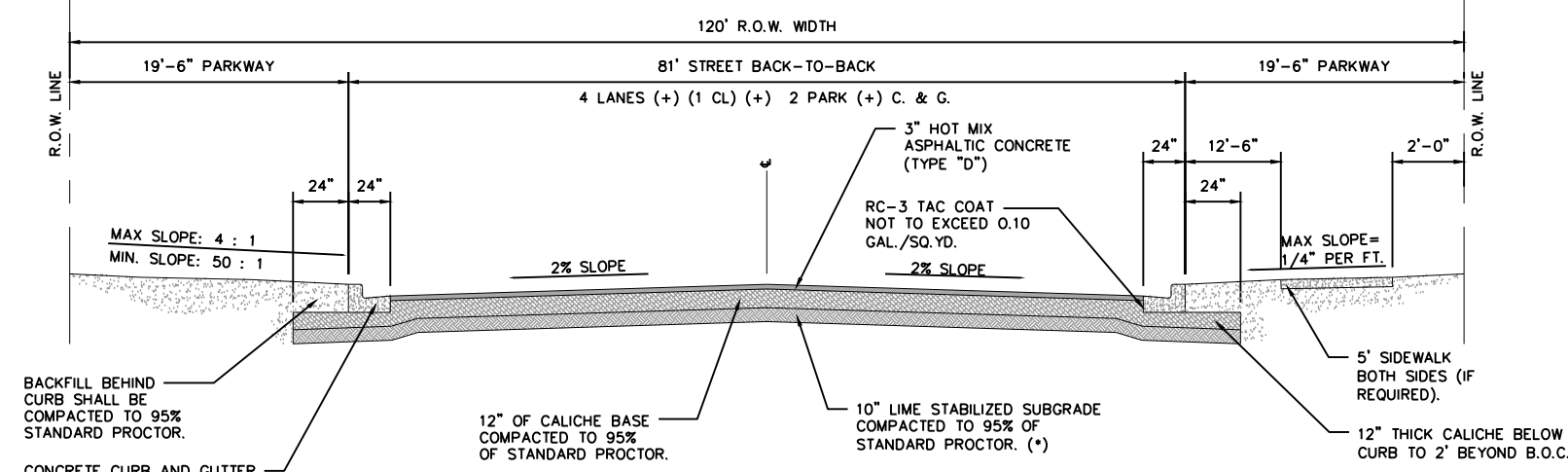
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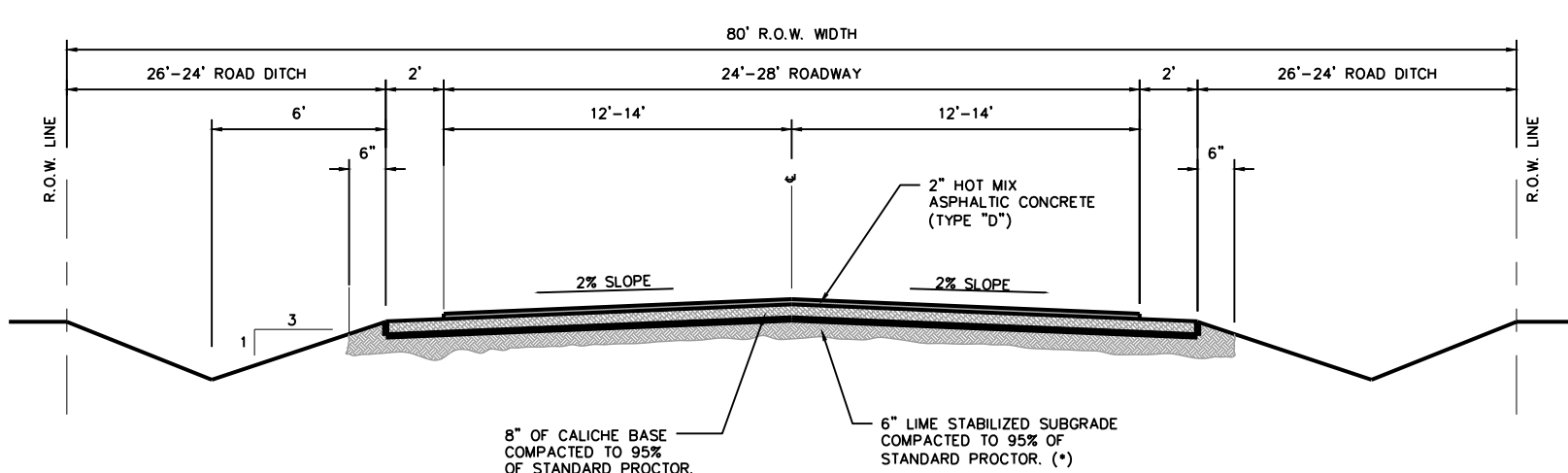
- NOTE:
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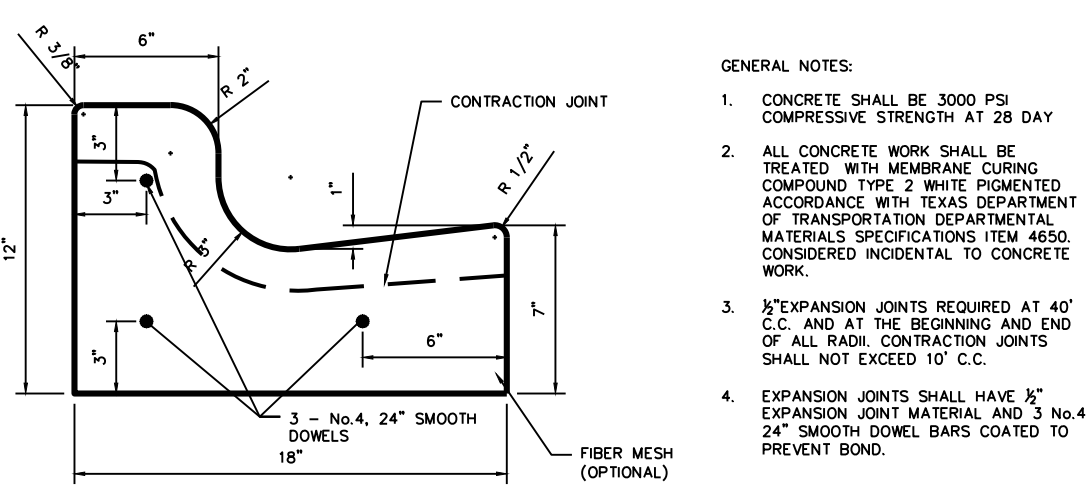
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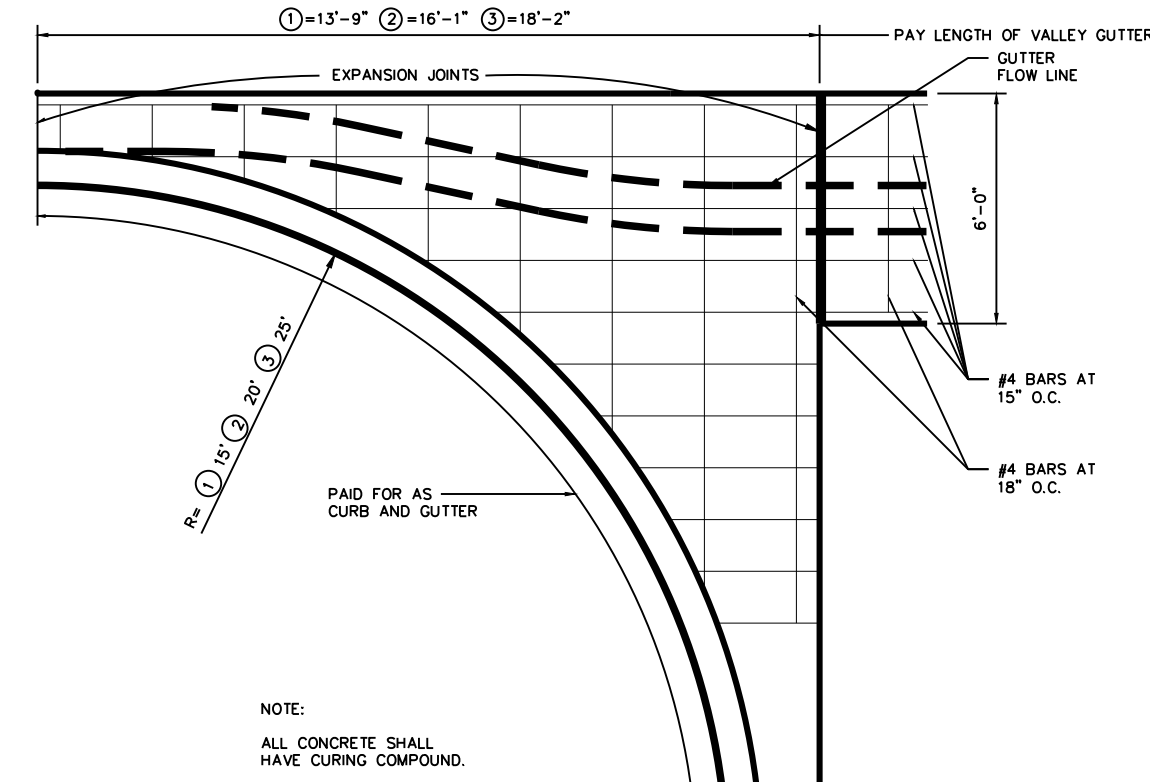
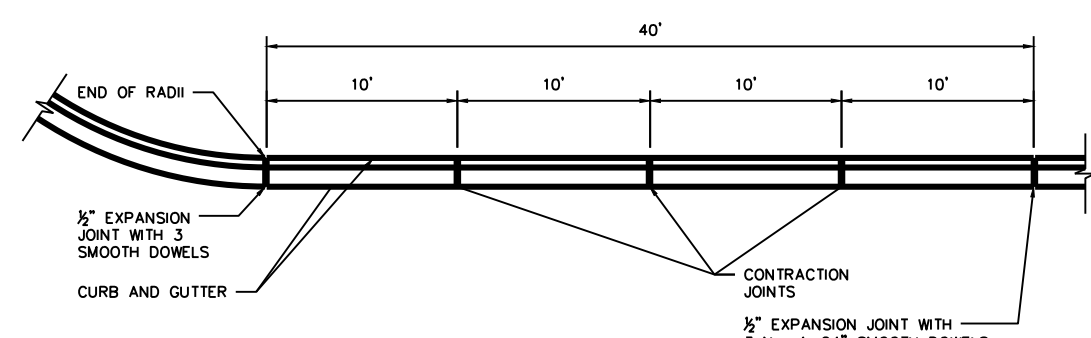
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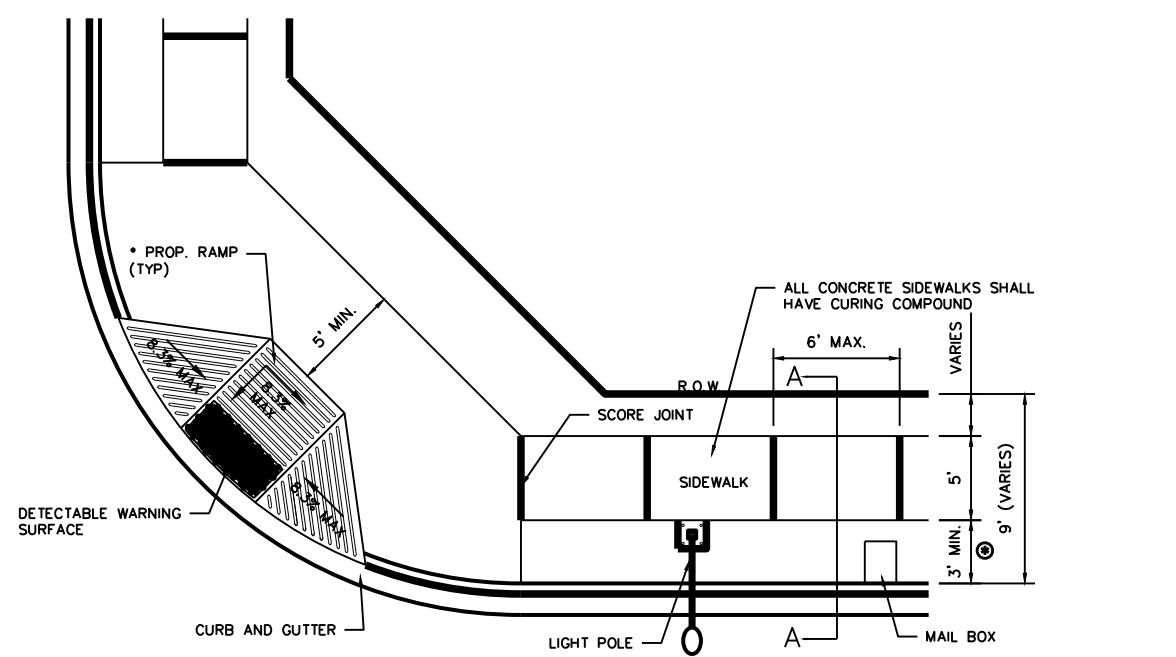
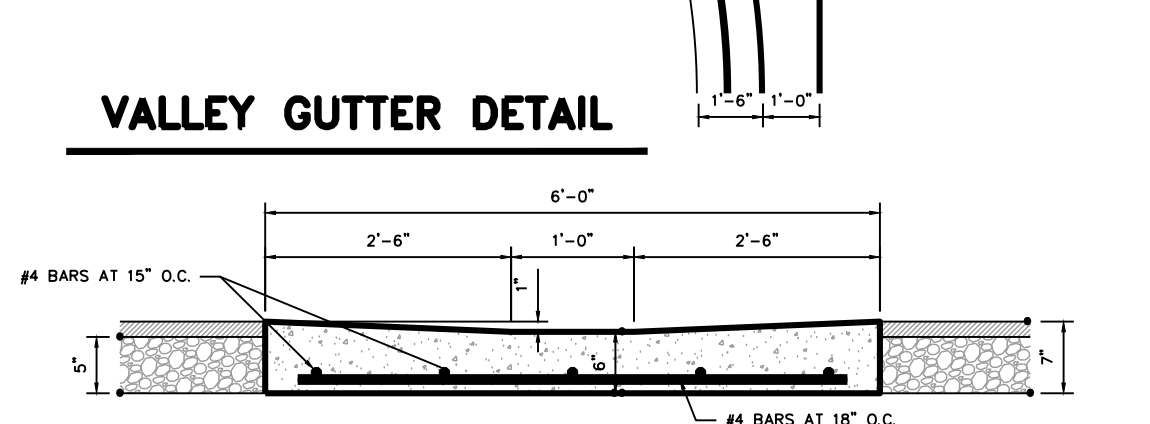
- NOTE:
- IF AN ALTERNATIVE PAVEMENT SECTION IS REQUESTED, A PAVEMENT DESIGN ANALYSIS WILL BE REQUIRED FOR APPROVAL BY THE CITY ENGINEER



- GENERAL NOTES:
- CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH AT 28 DAY
 - ALL CONCRETE WORK SHALL BE TREATED WITH MEMBRANE DURING COMPOUND TYPE 2 WHITE PIGMENTED ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION DEPARTMENTAL MATERIALS SPECIFICATIONS ITEM 4650, CONSIDERED INCIDENTAL TO CONCRETE WORK.
 - 2\"/>
 - EXPANSION JOINTS SHALL HAVE 3\"/>

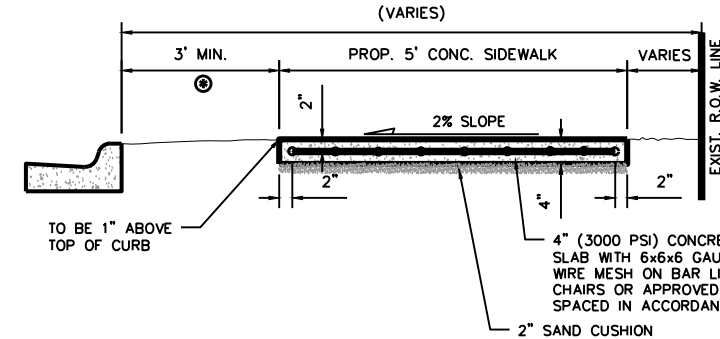


- NOTE:
- ALL CONCRETE SHALL HAVE CURING COMPOUND.



- * NUMBER RAMPS AND RAMP TYPES MAY VARY WHERE PROPOSED.

- NOTES:
- SCORE JOINTS 1\"/>
 - EXPANSION JOINT EVERY 30'
 - JOINT IN CENTER OF SIDEWALK IF OVER 15' WIDE.
 - ANY OTHER DEVIATION SHOULD BE APPROVED BY CITY ENGINEER.



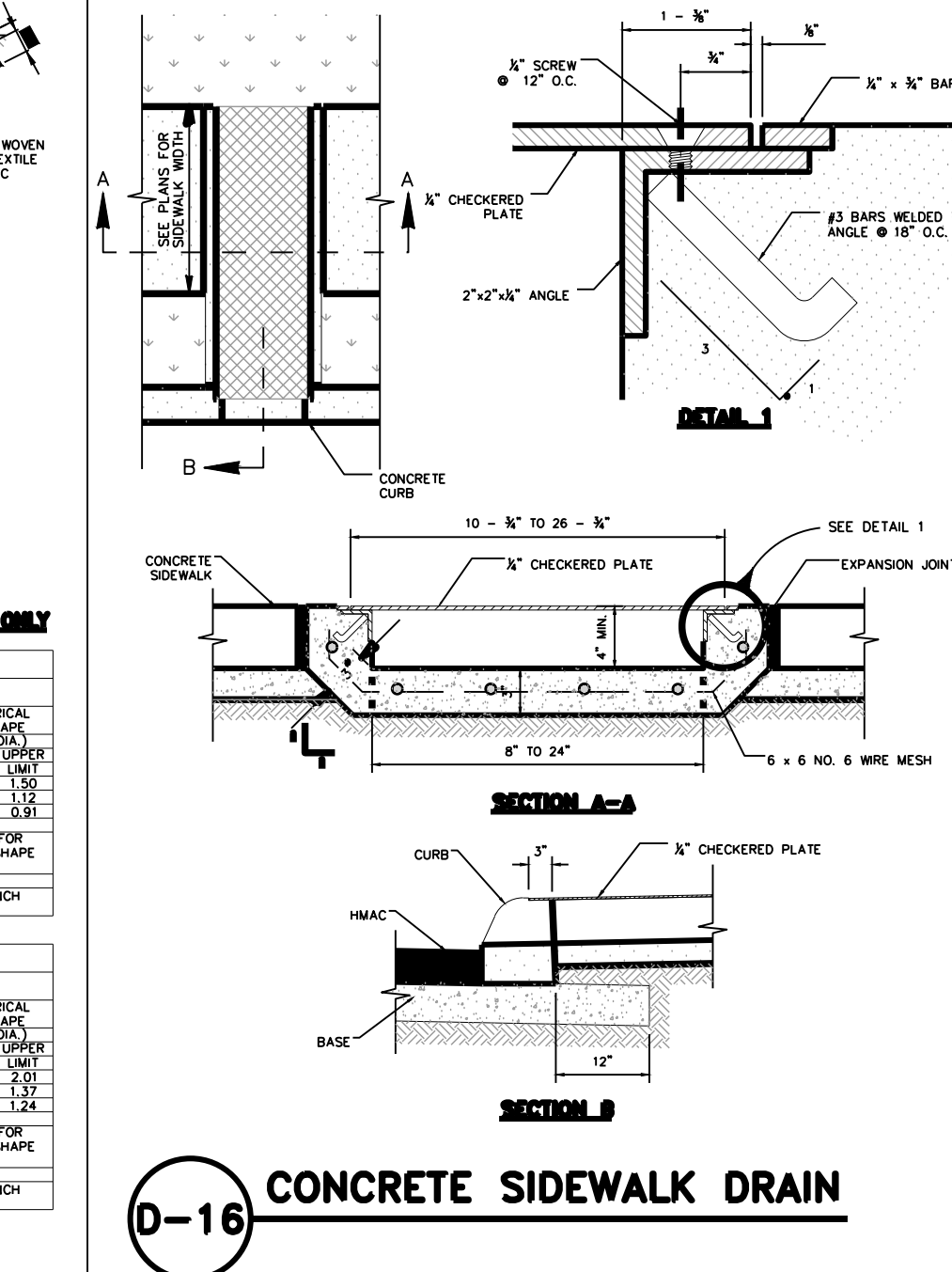
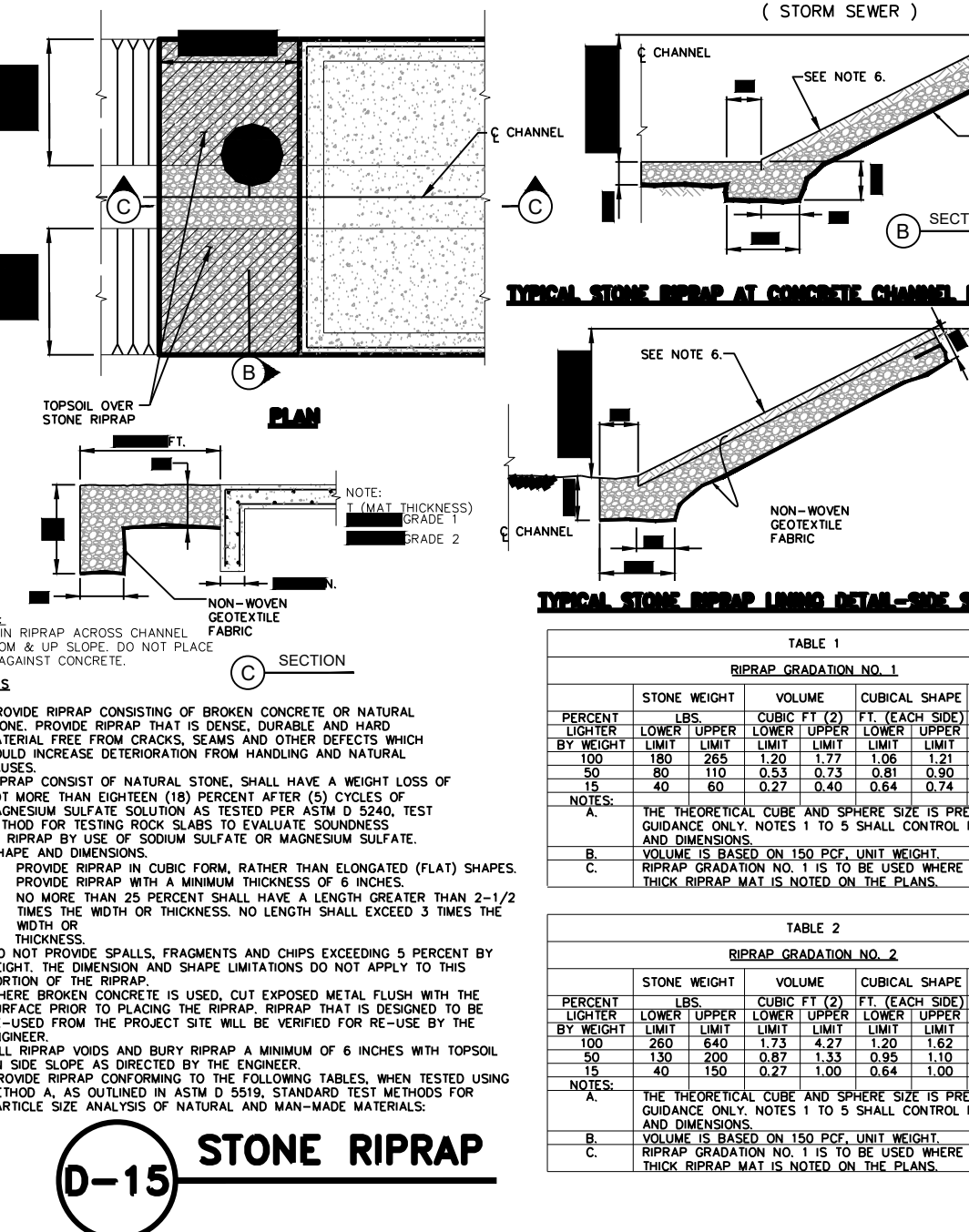
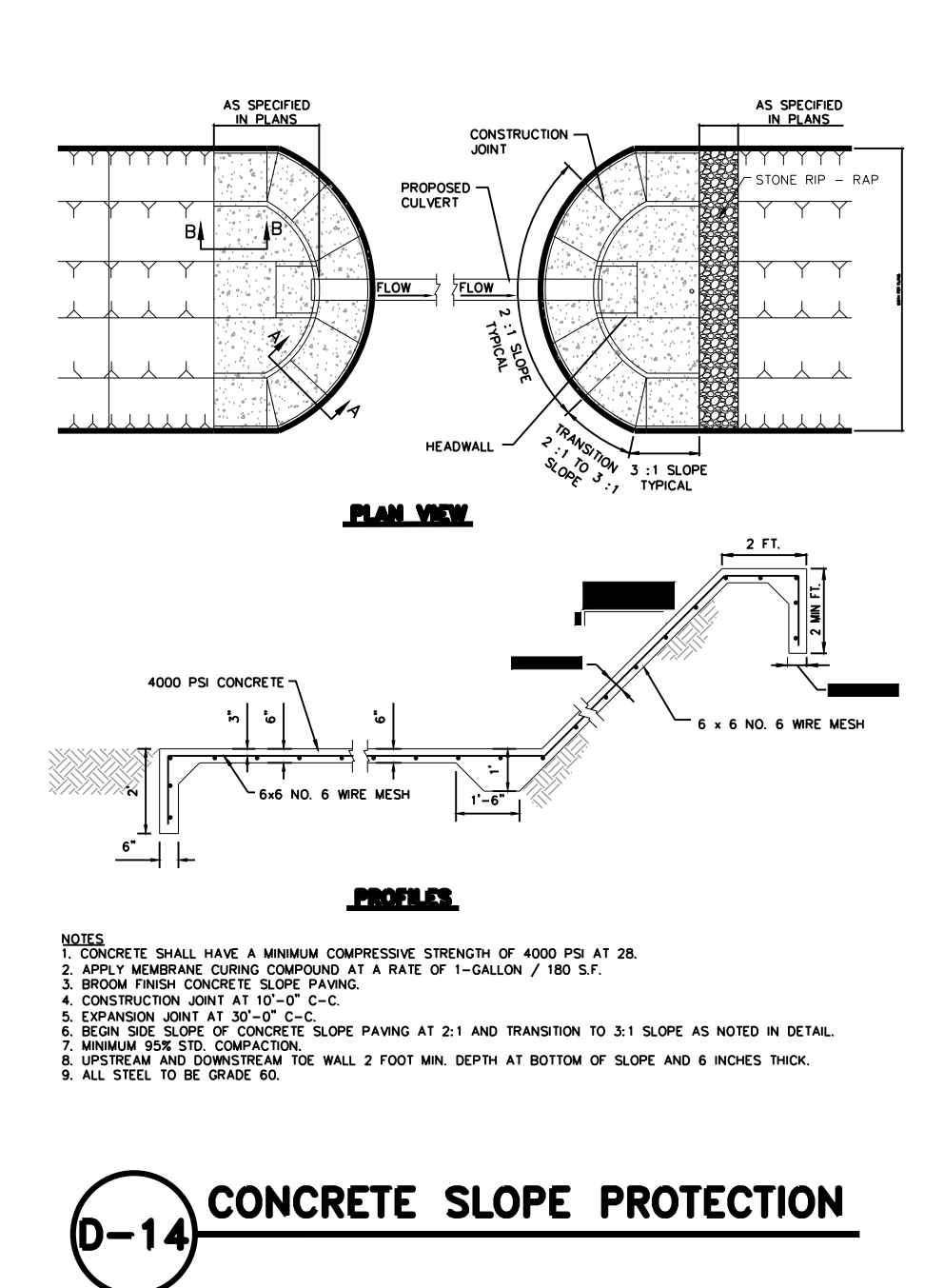
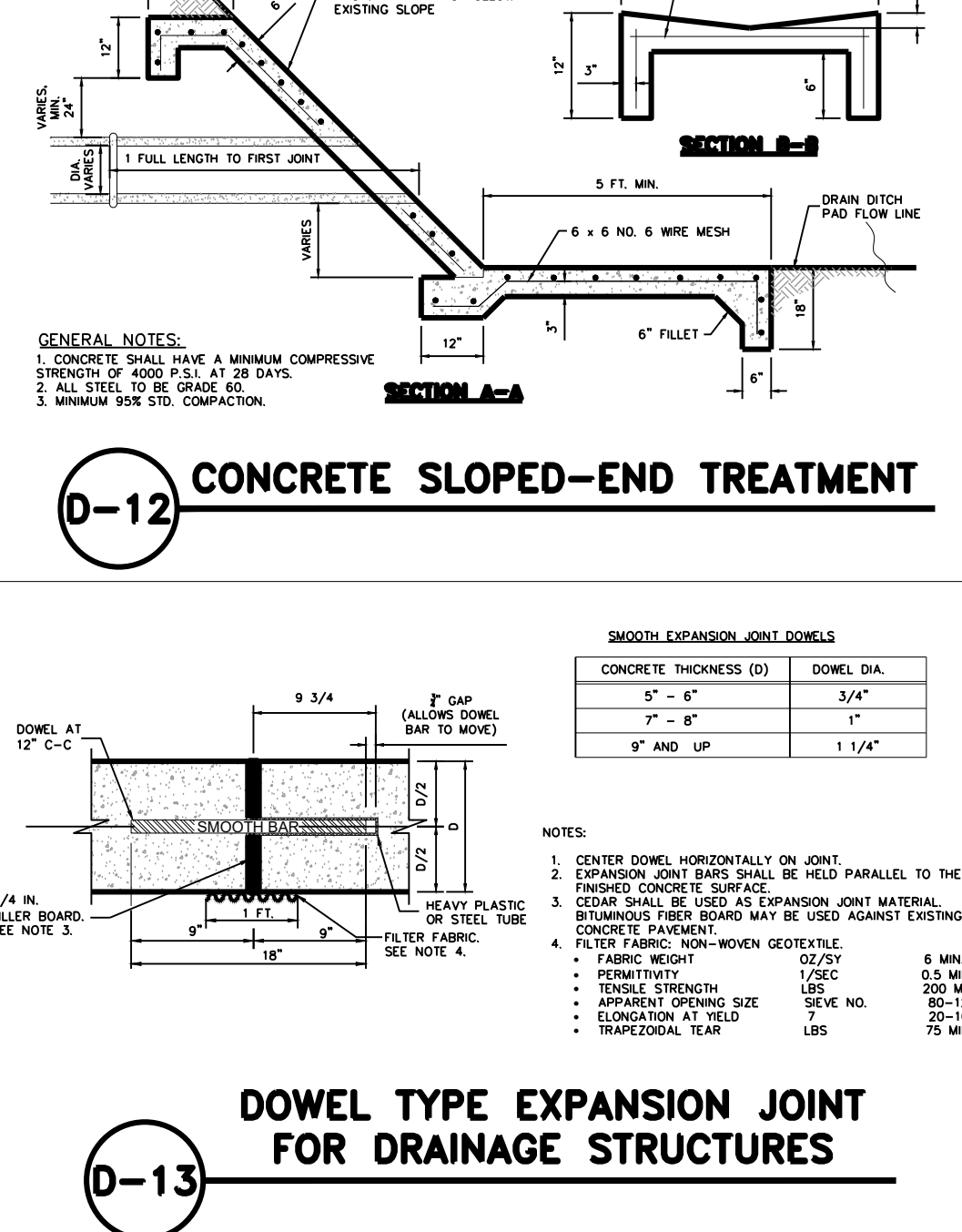
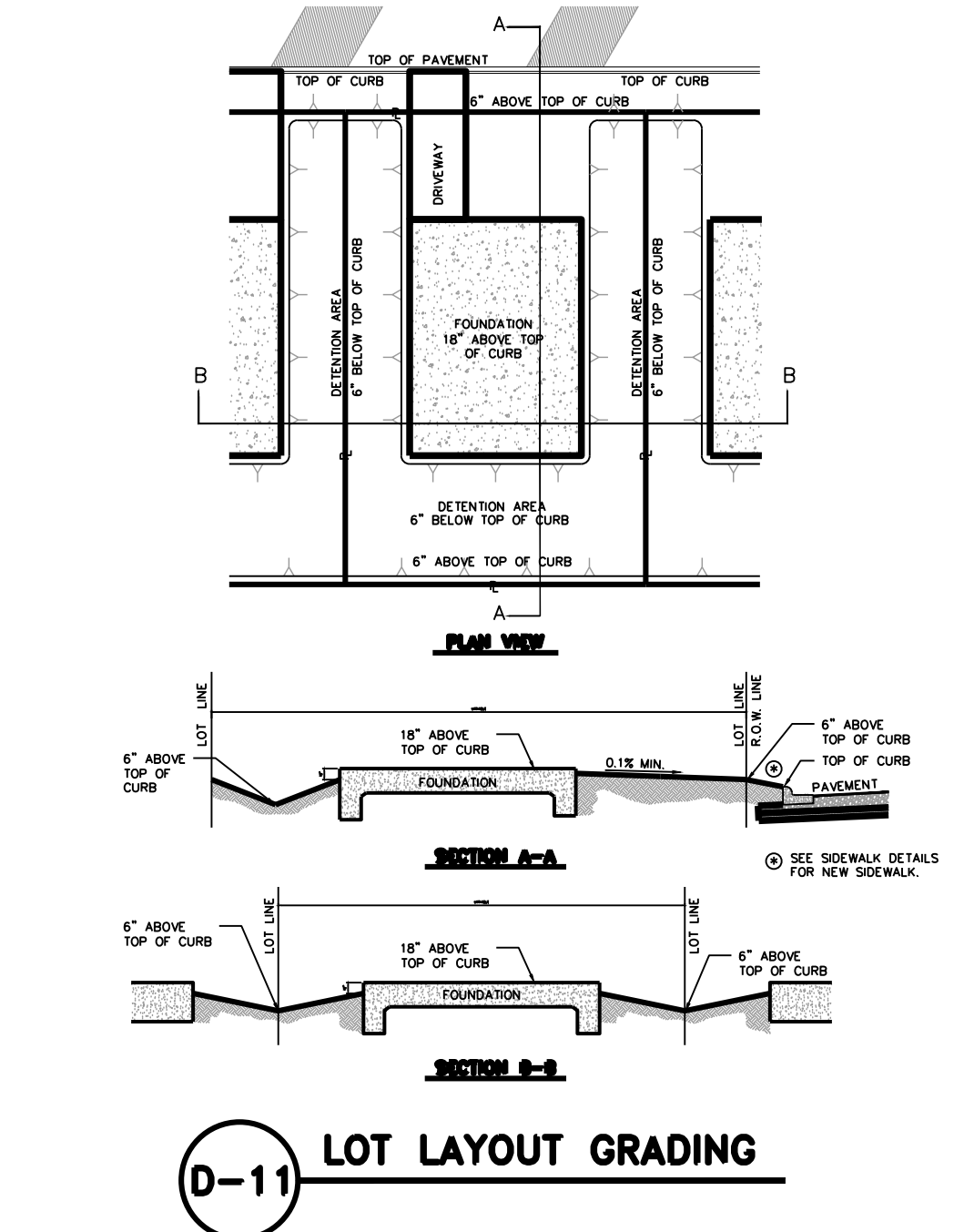
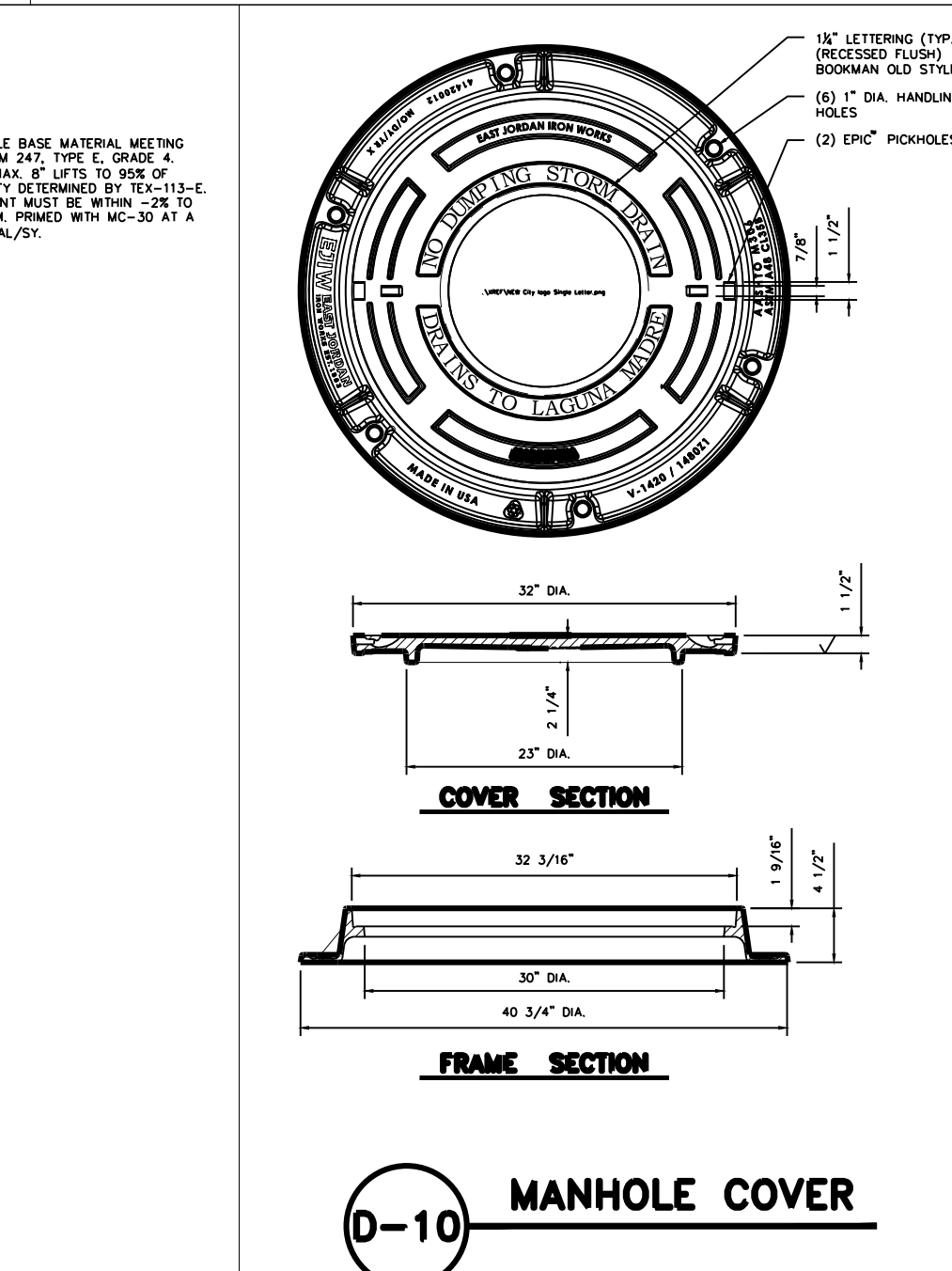
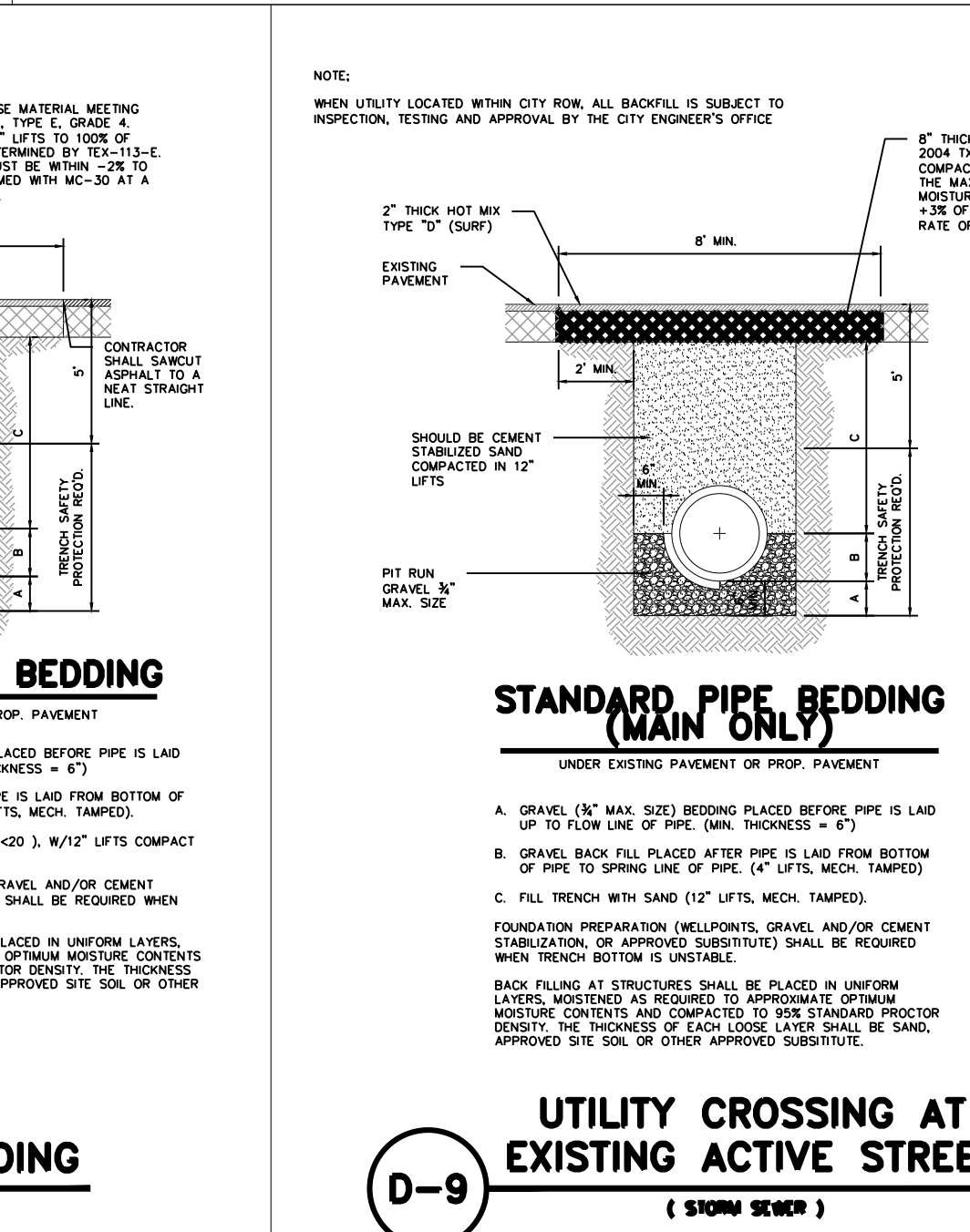
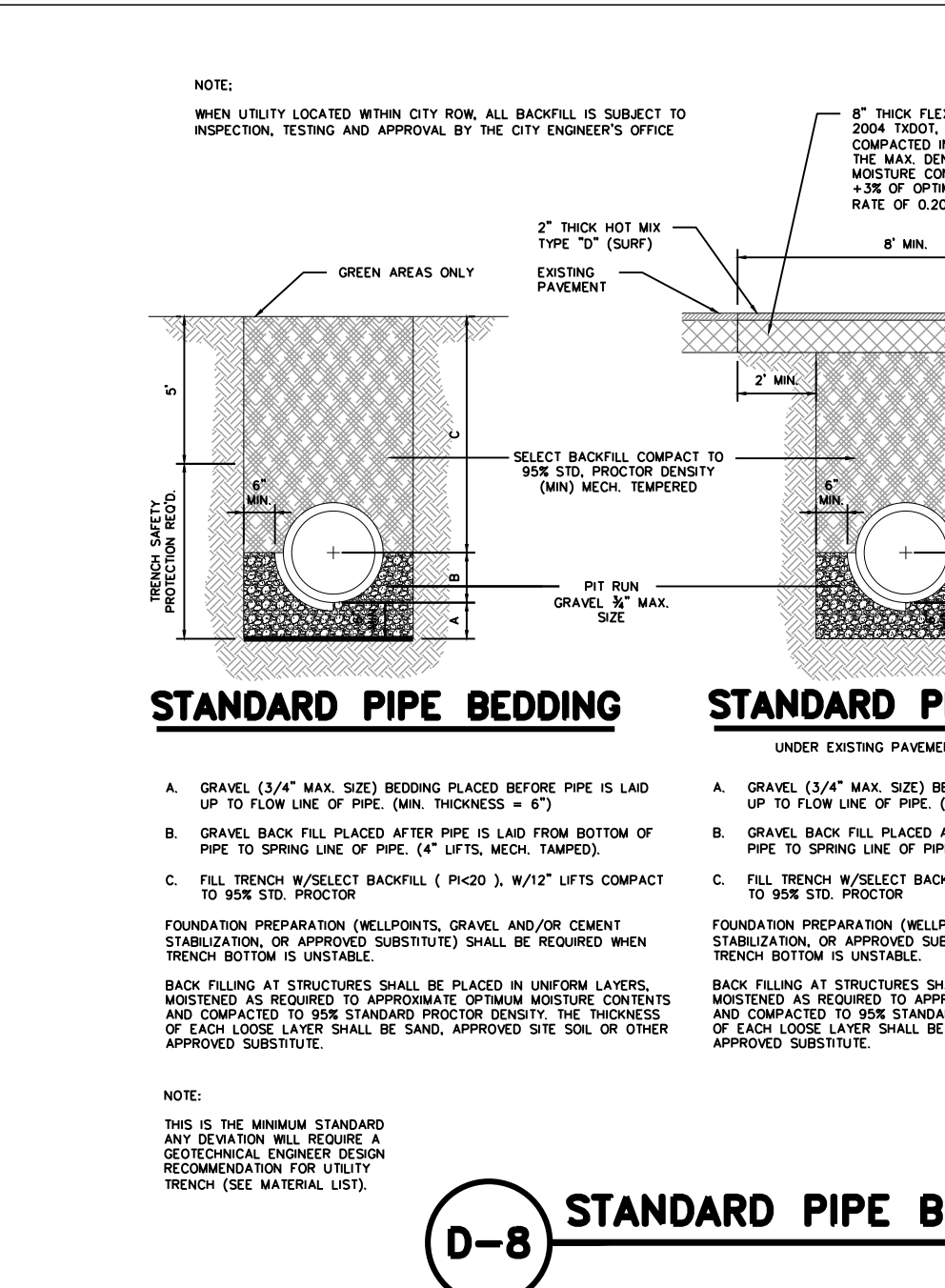
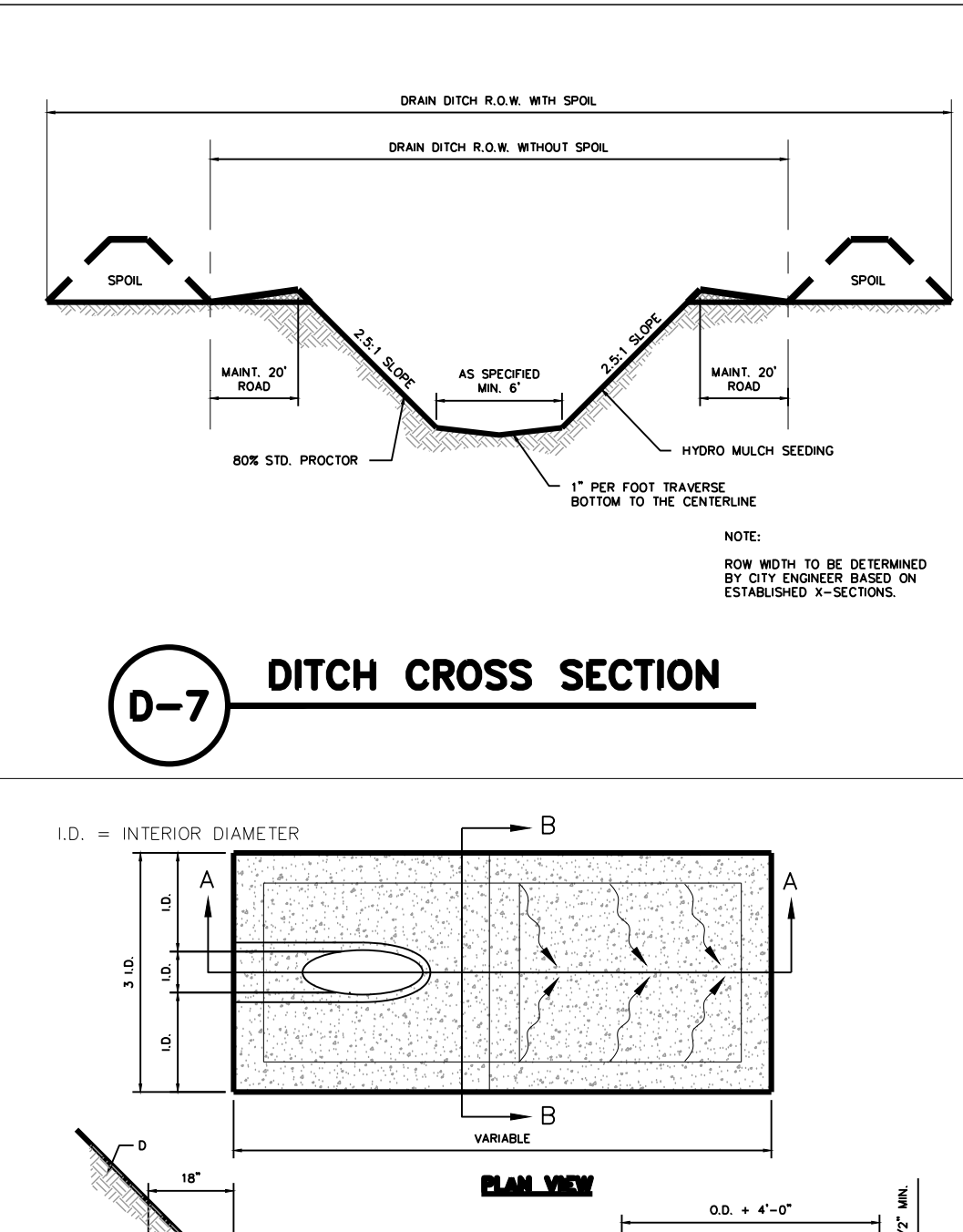
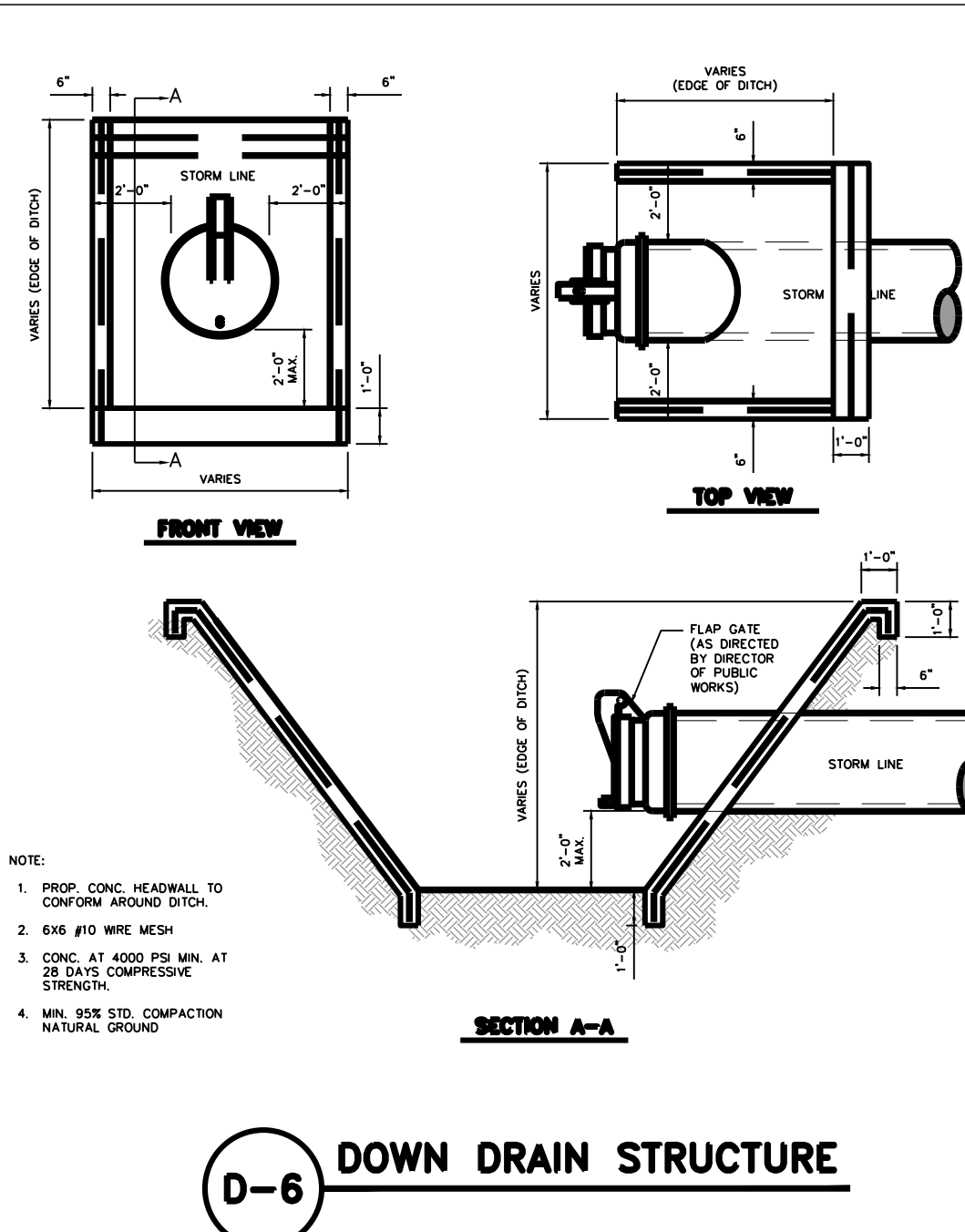
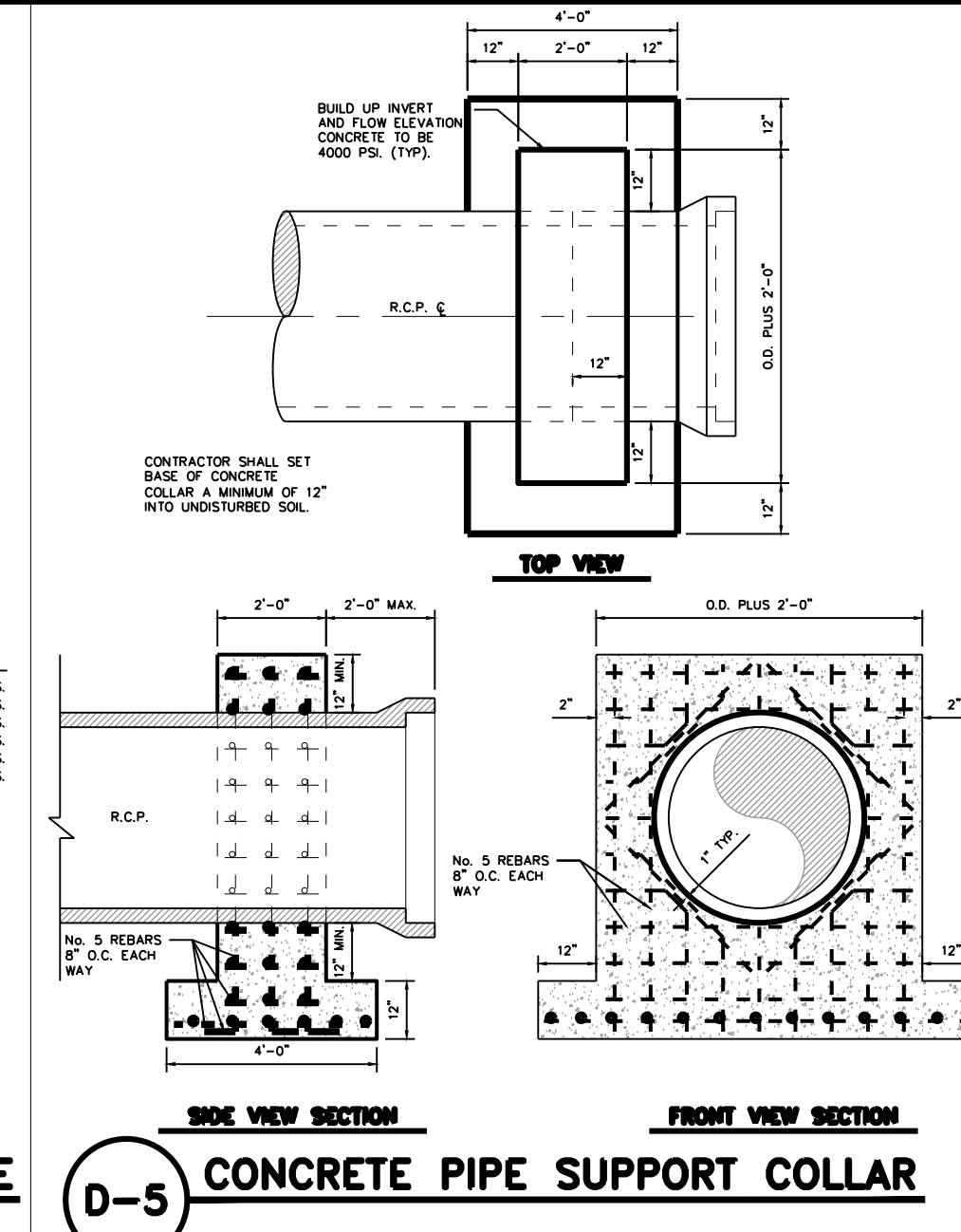
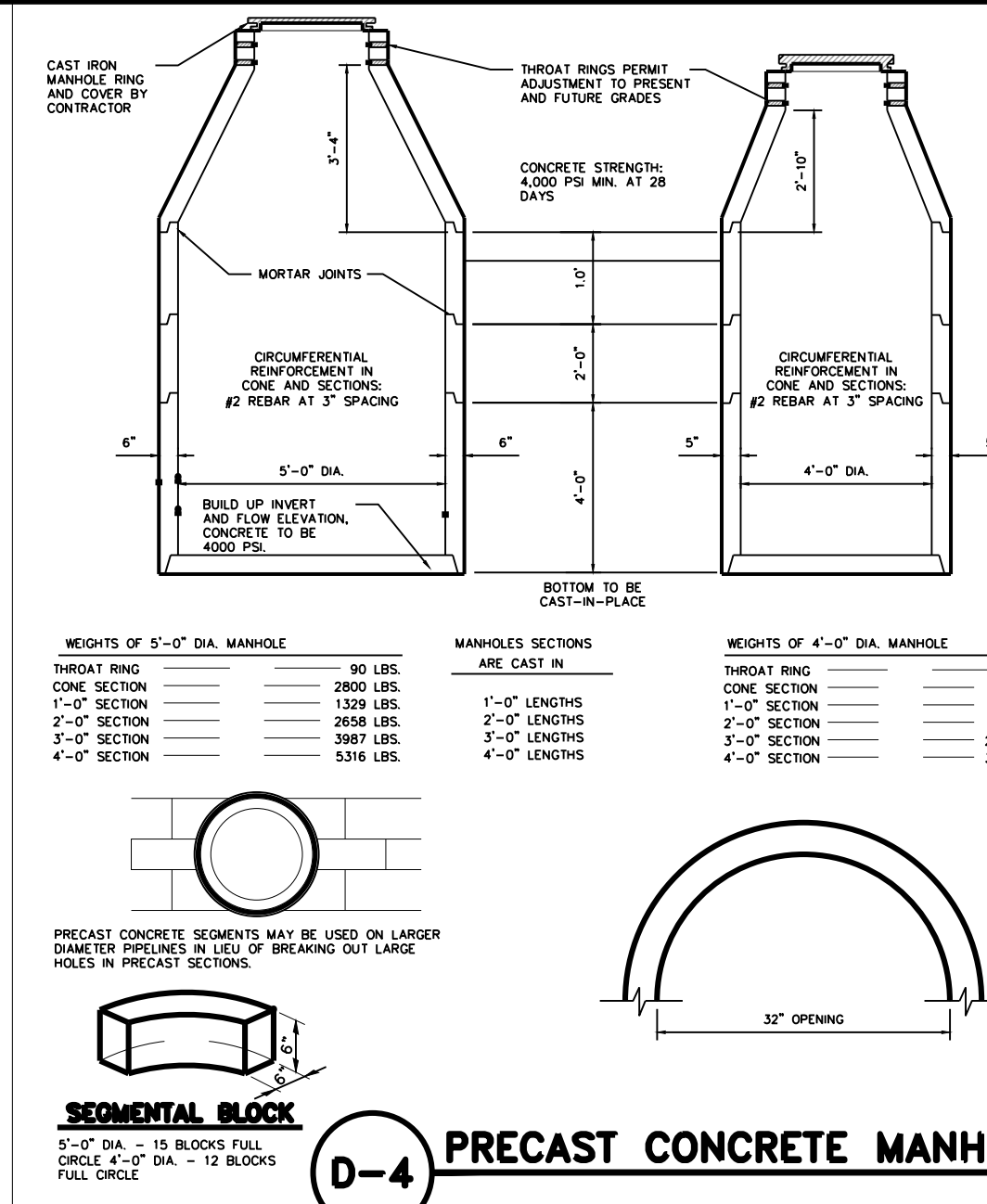
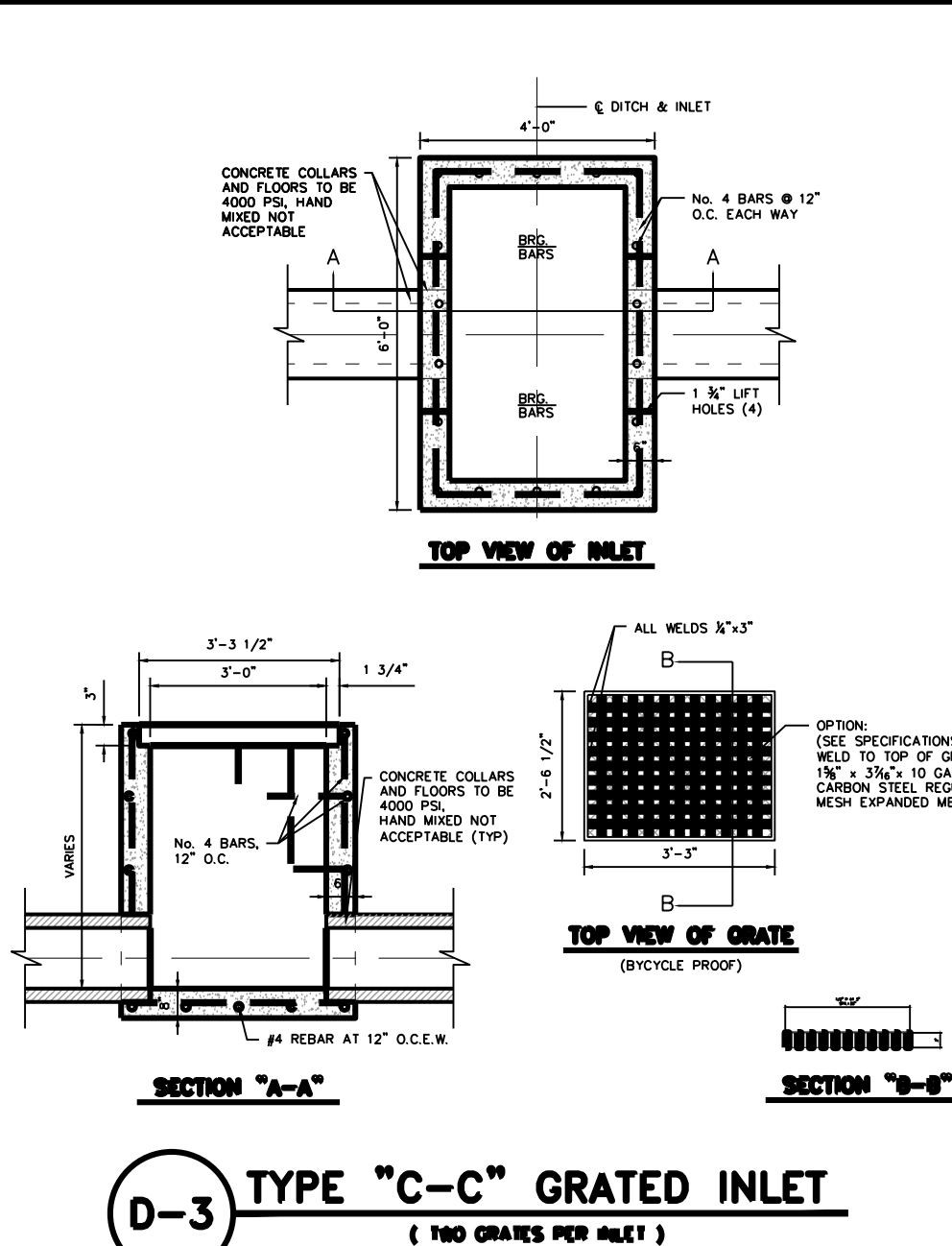
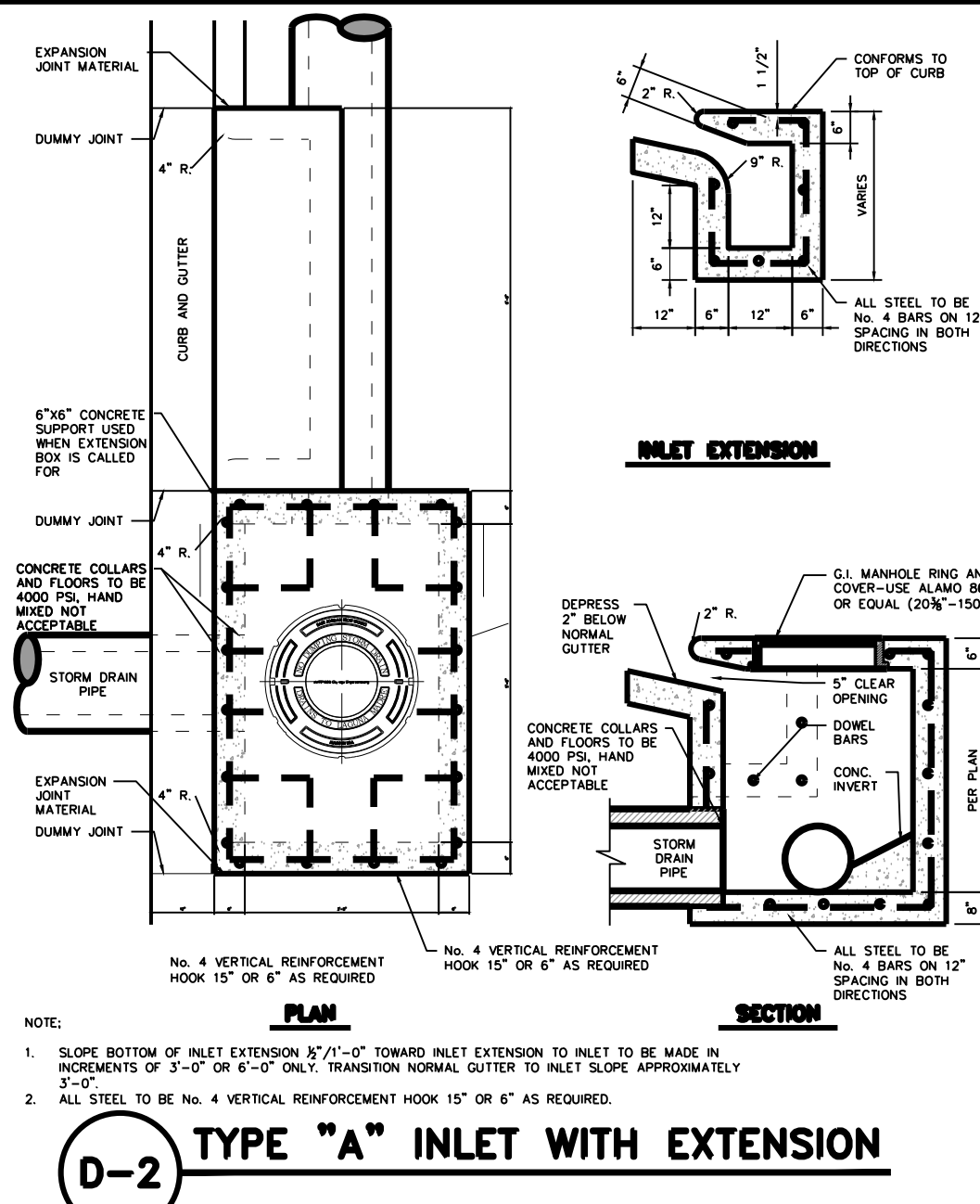
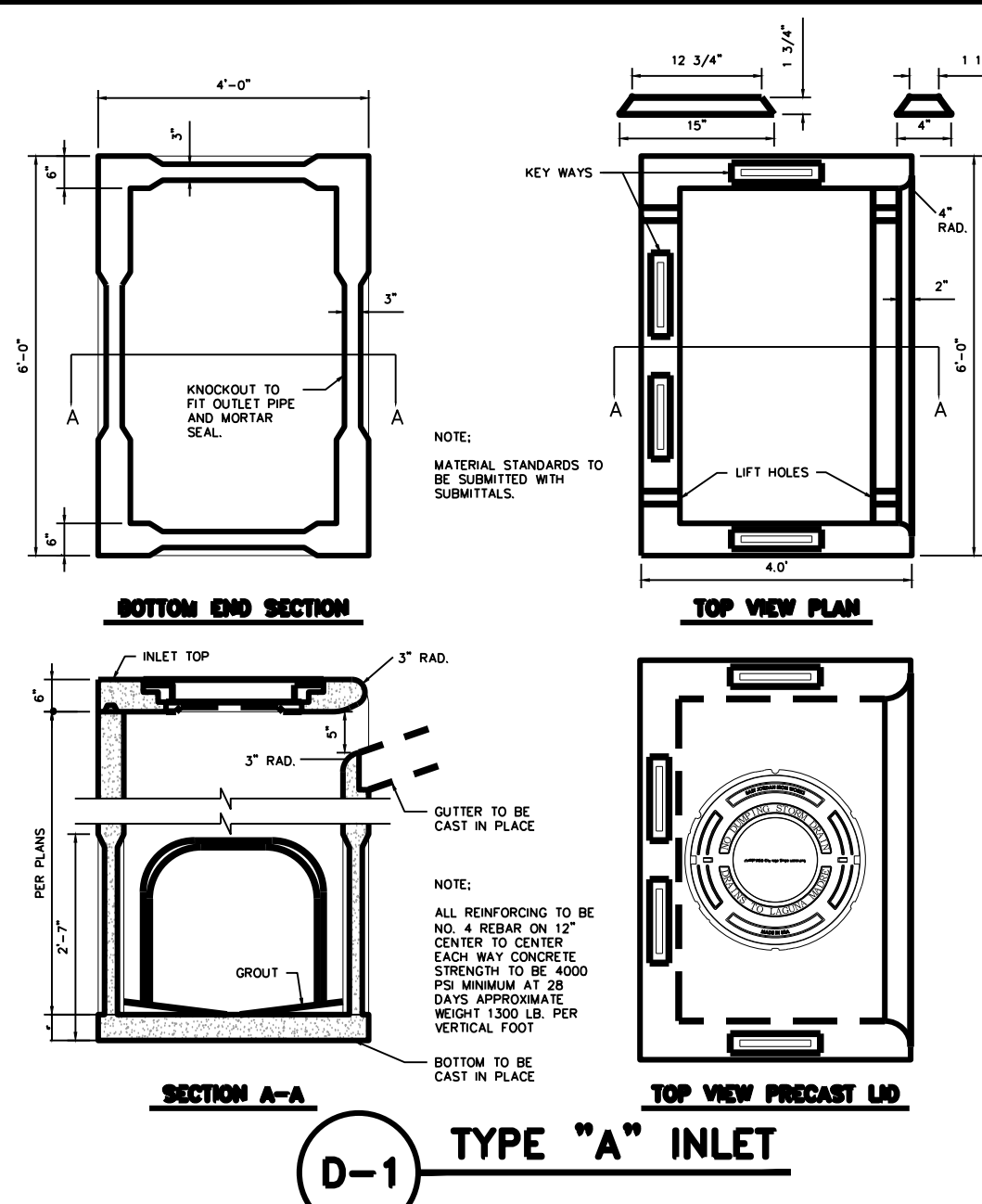
TEXAS FIRM No. F-18526
1803 MOZELLE ST. PHARR, TEXAS 78577
PH. (956) 688-8860
RSALAZAR@TRIMADSTX.COM
JPEREZ@TRIMADSTX.COM

PRELIMINARY
NOT FOR CONSTRUCTION
This document is released for
DESIGN REVIEW
only under the authority of
RICARDO SALAZAR, P.E.,
No. 125392 on APRIL, 2024

PAVING DETAILS II
MIDWAY ESTATES
DONNA, TEXAS

PROJ. NO.: 22.003
DESIGNED: SR
DRAWN: CAD

SHEET: 24 OF 24





Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-653	
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. (There was no action on June 4, 2024; 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:

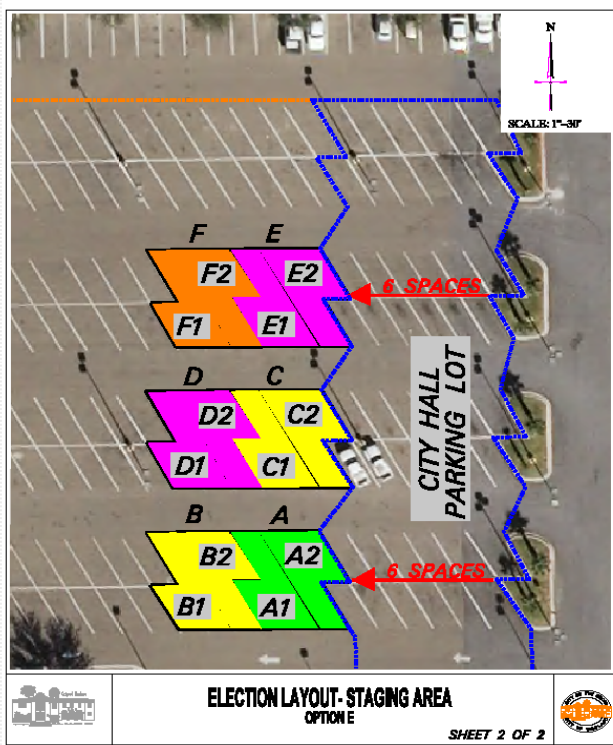
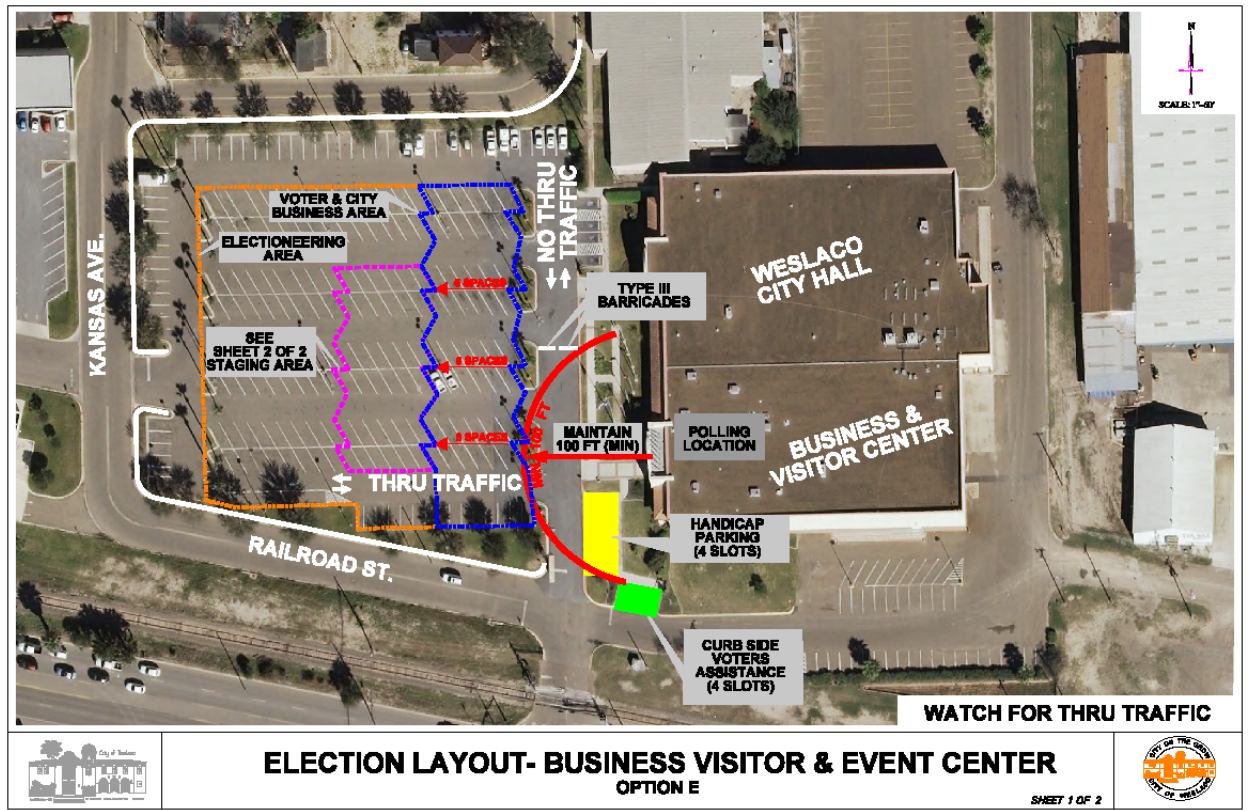
1. **Camp fee (known as the space(s) assigned to a candidate) shall have a non-refundable fee of \$100 per candidate, per election, which includes the run-off election. Payment shall be made prior to the drawing for a place on the ballot.**
2. **Candidates may place political signs as specified by following 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).

DRAFT



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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-654	
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. (There was no action on June 4, 2024; 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):			
ADELAIDA VEGA 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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-659	
From:			
Subject: Discussion and consideration to approve and accept a financing proposal (RFP 203-24-30) from U.S. Bankcorp Government Leasing and Finance for the purchase of the Fire Department Ferrara 107' Ladder Truck in the amount of \$1,230,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 070224 RFP 2023-24-30 LADDER TRUCK FINANCING, 2023-24-30 FINANCING TABULATION			
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 26, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: RFP 2023-24-30 Ferrara Ladder Truck Financing

The City requested proposals for the Financing of the 107' Ferrara Ladder Truck, with expected delivery July 2024.

The City received 5 proposal from different financing institutions. U.S. Bankcorp Government Leasing and Finance provided the lowest interest rate, resulting in the lowest total cost over the 10-year financing period.

U.S. Bankcorp Government Leasing and Finance proposed a 4.66% interest rate for a total interest cost of \$336,712.00 for the financing period.

Staff recommends approval.

**CITY OF WESLACO - FERRARA 107' LADDER TRUCK / 10 YEAR PAYMENT PLAN
ACQUISITION & FINANCING RFP 2023-24-30 TABULATION**



Commerce Bank, Clayton Holdings
8000 Forsyth Boulevard
St. Louis, MI 63105-1797
314.746.3678
Frank D. Hill
Frank.Hill@CommerceBank.com

U.S. Bankcorp Government Leasing and Finance
950 17th Street
Denver, CO 80202
300.330.4160
Tasha Barreau
tasha.barreau@usbank.com

Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Rick Ramirez
rick.ramirez@frostbank.com

Option	DESCRIPTION	Pmts		Pmts		Pmts
			CONTRACT AMT	\$ 1,230,000.00	CONTRACT AMT	\$ 1,230,000.00
	ANNUAL PAYMENTS	10	\$ 157,055.07	\$ 1,570,550.70	\$ 156,671.20	\$ 1,566,712.00
			ORIGINATION FEE	\$ -	ORIGINATION FEE	\$ -
			INTEREST	\$ 340,550.70	INTEREST	\$ 336,712.00
			TOTAL	\$ 1,570,550.70	TOTAL	\$ 1,566,712.00
			4.71%		4.66%	

First American Equipment Finance
211 High Point Drive
Victor, NY 14564
585.361.6515
Nick Prieston
nick.prieston@faef.com

Government Capital Corporation
345 Miron Drive
Southlake, Texas 76092
817.422.0212
Stepahie Cates
stephanie.cates@govcap.com

Option	DESCRIPTION	Pmts									
			CONTRACT AMT	\$	1,230,000.00	CONTRACT AMT	\$	1,230,000.00			
	ANNUAL PAYMENTS	10	\$	158,935.68	\$	1,589,356.80	10	\$	161,619.57	\$	1,616,195.70
			ORIGINATION FEE	\$	-	ORIGINATION FEE	\$	-			
			INTEREST	\$	359,356.80	INTEREST	\$	386,195.70			
			TOTAL	\$	1,589,356.80	TOTAL	\$	1,616,195.70			
			4.954%			5.30%					

Tabulation created by: Homer Rhodes
Proposal opening held on 6/21/2024 at 10:00 AM



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-668	
From:			
Subject: Discussion and consideration to solicit Request for Qualifications (RFQ's) for the creation of a Tax Increment Reinvestment Zone (TIRZ) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: We are asking for authorization to request qualifications for a Tax Increment Reinvestment Zone (TIRZ) Consultant, so that they may guide administration in the creation, management, and administration of this TIRZ. The consultant will work closely with the City's Financial Advisors to create a feasibility analysis which will assist the Commission in determining the significance the creation of the TIRZ will bring to the citizens of Weslaco			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: 070224 TIRZ Consultant Services, RFQ - TIRZ CONSULTATION SERVICES			
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 27, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Tax Increment Reinvestment Zone (TIRZ)

The City's administration has been working to inform the City Commission regarding a proposed Tax Increment Reinvestment Zone (TIRZ). We have had 2 informative workshops, in which we have discussed the benefits a TIRZ would bring to the City of Weslaco.

A TIRZ is a defined reinvestment zone within our city limits that is created by City Commission action to provide infrastructure improvements to undeveloped areas as determined. A TIRZ can bring benefits of renovating deteriorated, blighted, or under-developed areas. As well as the acquisition and/or construction of public works, such as utilities, streets, water and sewer facilities, parks, drainage facilities, public buildings (ex. Fire & PD substations), or parking facilities.

We are asking for authorization to request qualifications for a Tax Increment Reinvestment Zone (TIRZ) Consultant, so that they may guide administration in the creation, management, and administration of this TIRZ. The consultant will work closely with the City's Financial Advisors to create a feasibility analysis which will assist the Commission in determining the significance the creation of the TIRZ will bring to the citizens of Weslaco.



REQUEST FOR QUALIFICATIONS

**TAX INCREMENT REINVESTMENT ZONE (TIRZ)
CONSULTANT SERVICES
RFQ : 2023-24-XX**

QUALIFICATIONS DUE: XXX XX, 2024 :00 PM

Introduction

The City of Weslaco is a community of approximately 43,000 located in Hidalgo County. The City is seeking qualifications from qualified firms to provide all necessary management and administrative services related to a Tax Increment Reinvestment Zone (TIRZ) Consultant. The City is beginning the process of creating its first TIRZ and seeks an experienced firm to assist in the creation, management, and administration of this and future TIRZs. Qualifications may be submitted via BidNet in accordance with the requirements of this RFP. Interested firms are encouraged to review this RFP in detail, submit questions, and provide qualifications exhibiting their ability to assist with TIRZ administration.

Questions

Questions regarding these RFPs shall be submitted via Bidnet by 12:00 p.m. on MM, DD, YYY.

TAX INCREMENT REINVESTMENT ZONE CONSULTANT SERVICES

Description of Services:

The selected firm will provide TIRZ Consulting Services, to include but not limited to:

- Act as liaison in representation of City while working with local, State, and Federal agencies as well as non-profits, City Staff and City Commission, to determine the feasibility of creating a TIRZ.
- Represent the City while creating the TIRZ and advise the City accordingly.
- Support the development of a TIRZ Board.
- Support the creation of Bylaws that will govern the TIRZ Board.
- Data gathering and analysis includes but is not limited to:
 - » The creation of a Finance Plan
 - » The creation of a Project Plan
 - » The submission of Annual Reports.
- Participation in all required meetings and public hearings regarding the TIRZ.

Submittal Requirements & Contents:

1. Firm Name
2. Business Address
3. Telephone Number
4. Location of Branch Offices and Home Office
5. Year Business Established
6. Type of Organization (Individual, Partnership, Corporation)
 - a. Executive Summary: Describe your understanding of the scope of work to be performed and your firm's ability to perform the work.
 - b. Team Qualifications: Identify the specific partners, managers, and in-charge staff who will be assigned to this engagement. Provide their bios specifying experience relevant to the type of services requested.
 - c. Fees: Please provide an estimate of fees, billing rates for the anticipated services to be provided, and billing frequency. Please indicate whether you are willing to make a commitment to a fixed fee schedule.
 - d. Client References: Include a list of relevant clients that your firm has served within the past five years.

Selection Criteria:

40 Points	Qualifications, experience, and expertise
30 Points	Firm's profile, staff resources, its principals, current workload
20 Points	Firm's approach to TIRZ consulting
10 Points	Firm's projects within last five years and references

100 Points Total

Submission

In order to be considered, submittals must be received no later than **4:00 pm on MM, DD, YYYY**

Qualifications will be accepted via Bidnet:

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

After reviewing qualifications, the City staff will select a firm(s) to present to City Commission approval. The City intends to maintain an aggressive schedule in moving forward with the project.

Questions can be submitted via Bidnet.



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-655	
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. (There was no action on June 4, 2024; 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)

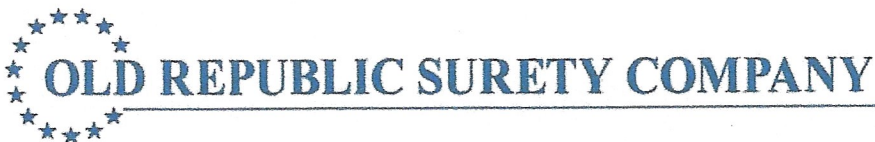
(Title) [Signature]
Old Republic Surety Company
(Surety) (Seal)

(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.

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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

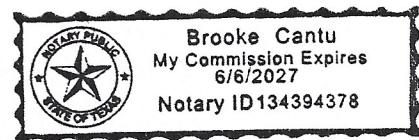
By: CRC DEVELOPMENT & CONSTRUCTION CO. LLC
BIDDER

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 Mulvex
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 31st this May 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: CR C 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



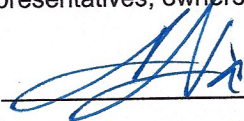
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

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

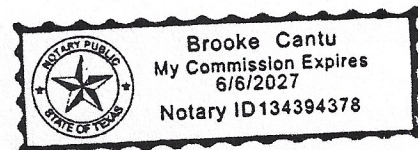
Subscribed and sworn to me this 3rd day of May, 20 24.

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



CONTRACTOR'S ACT OF ASSURANCE

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]

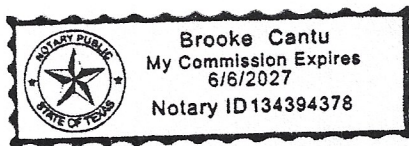
the CRC DEVELOPMENT / CAST CO. LLC, Contractor, that he is authorized to represent Contractor
[Contractor]

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

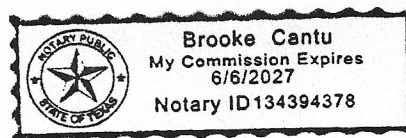
meeting and that the resolution has not been rescinded or amended and is now in full forces

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

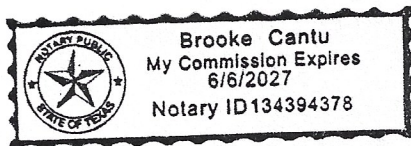
[Name of Corporation / Contractor]

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]

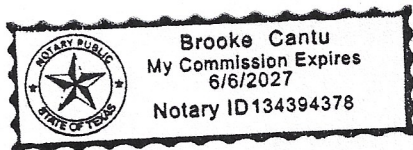
being by me duly sworn on his oath stated that he is President, of
[Title]

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:

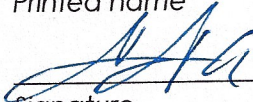
1. Lone Start Material – 956-514-0300
2. Builders Choice – 956-686-1761
3. Morison Supply – 956-994-9131

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: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-662	
From: OMAR RODRIGUEZ			
Subject: Discussion and consideration to enter into an agreement with Boultinghouse Simpson Gates Architects, Inc. for architectural design services for the Valley Nature Center - Reroof project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)			
Background: The existing visitor's center building located at the Valley Nature Center needs to be reproofed and the budgeted construction cost for this project is \$500,000. The commission authorized staff to negotiate a contract with Boultinghouse Simpson Gates Architects for this project at the June 18th meeting. A negotiated fee of 8% of the construction cost is being presented including consulting services provided by Raba Kistner Consultants. A competitive sealed bid process will be utilized for the selection of a contractor.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: AIA B104-2017 Agreement-FinalReview=062624			
Responsibilities upon Approval:			

AIA[®] Document B104[®] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Boultinghouse Simpson Gates Architects, Inc.
3301 N. McColl Road
McAllen, Texas 78501
(956)630-9494

for the following Project:
(Name, location and detailed description)

Valley Nature Center - Reroof Project
301 S. Border Ave.
Weslaco, TX 78596
Reroofing of the existing building at the Valley Nature Center

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The existing visitor's center building located at the Valley Nature Center in Weslaco, Texas needs to be reroofed, and the budgeted construction cost for this project is \$500,000. BSG Architects in McAllen, will contract with Raba Kistner Consultants, Inc. to provide roofing design and construction phase consulting services. Contractor will be selected through a competitive bidding process.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the

professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate

.2 Automobile Liability

\$1,000,000 Each Occurrence

.3 Workers' Compensation

Statutory Limit

.4 Professional Liability

\$1,000,000 Each Occurrence
\$1,000,000 General Aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services twelve (12) visits to the site by the Architect or its Consultant(s) during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within nine (09) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is ~~provided in Initial Information, Five Hundred Thousand Dollars (\$500,000)~~, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.~~

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

For Work performed through Bidding & Contract Negotiations, fee to be calculated at 8% of Owner's Budget Cost.

~~() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. For Work performed during Construction Administration Phase through Final Completion, fee to be calculated at 8% of the Awarded Construction Cost. (.~~

~~.3 Other~~

.3 Other

~~(Describe the method of compensation)~~ (Describe the method of compensation)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

If required, these services would be described in a separate Fee Proposal to be approved by the Owner.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly Fee Basis

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Forty-five</u>	percent (	<u>45</u>	%)
Construction Bidding and Contract Negotiation Phase	<u>Five</u>	percent (	<u>05</u>	%)
<u>Construction Phase</u>	<u>Twenty-Five</u>	percent	<u>25</u>	
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit One below

Employee or Category	Rate
----------------------	------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (%) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

6 %

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this agreement.)

–

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit One: BSG Architects Hourly Fee Schedule

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

ARCHITECT (Signature)

(Printed name, title, and license number, if required)

EXHIBIT ONE: HOURLY FEE SCHEDULE

Boultinghouse Simpson Gates ARCHITECTS  2024 Architectural Hourly Billing Rates		
Category	Employee	Rate
Principal/Project Architect	Danny Boultinghouse, AIA	\$150/hr
Principal/Project Architect	Robert S. Simpson, AIA	\$150/hr
Principal/Project Architect	John Gates, AIA, NCARB	\$150/hr
Level I Technician	George Quintanilla	\$75/hr
Level I Technician	Danny Jalife	\$75/hr
Level II Technician	JR Guerra	\$65/hr
Level II Technician	Albert Mendoza	\$65/hr
Level II Technician	Adrian Reyes	\$65/hr
Administrative Personnel	Nancy C. Suarez Yucsili Rauda	\$50/hr



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-657	
From: Albert Aldana			
Subject: Discussion and consideration to approve a proposed one-year term contract with AIMS GIS Solutions to assist the city with GIS administrative, IT support, and mapping development services and authorize the mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Albert Aldana Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 06-27-2024CC_AIM GIS SOLUTIONS, 2024-0006_MSP_WESLACO_240624			
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

TO: Mayor Adrian Gonzalez, City Commissioners,
& Mr. Garza, City Manager

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

RE: **APPROVAL OF ONE-YEAR CONTRACT WITH
AIM GIS SOLUTIONS**

This item seeks your approval to award a one-year contract with AIM GIS Solutions to provide GIS Services to the City of Weslaco.

AIM GIS Solutions has been assisting the city with administration of GIS licensing through ESRI when our license renewals came up earlier this year. AIM GIS also assisted the city in development of databases for utilities, drainage projects, addresses, and city limits.

Engineering proposes that AIM GIS be awarded a one-year contract to assist the city with ArcGIS Online Administration, IT support and maintenance, and GIS Map Data development services. The proposed contract would take effect starting August 1, 2024, and would run thru July 31, 2025.

Staff recommends approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldana", written over a light blue horizontal line.

ATTACHMENTS: Proposed Agreement

AIM GIS



SOLUTIONS



esri

Partner Network
Bronze

Geographic Information System (GIS) Solutions and Services Proposal

prepared for

City of Weslaco
All Departments

June 24, 2024

Proposal Contacts:

Sergio Castro, ENP
Owner

Direct: 956-480-2437

scastro@aimgissolutions.com

Aimee Castro, MSOL
Owner

Direct: 956-578-5999

acastro@aimgissolutions.com

Non-Disclosure

The contents of this document and provided to the Customer by AIM GIS Solutions (**AIM GIS**) is confidential. This restricts the disclosure of any information herein to a third-party and other terms and conditions under the terms of a Non-Disclosure Agreement between **AIM GIS** and the Customer, if applicable.

Open Records Act Request

The customer will immediately advise **AIM GIS** in writing of any Open Records Act type of requests as it may relate to this proposal, or any information contained herein.

Evaluation Purpose Only

AIM GIS's evaluation herein is based on its knowledge and expertise but is dependent upon information provided to **AIM GIS** on behalf of the customer. As such, the information contained herein is intended for Customer evaluation purposes only.

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1. NEEDS ASSESSMENT OVERVIEW

AIM GIS always strives to provide the best solutions and services possible. For this reason, we always like to understand our client's needs and expectations through a needs assessment study to better guide ourselves on what GIS solutions and services to offer.

1.1 ABOUT US

AIM GIS builds strong relationships with our clients, and we want our clients to be satisfied with our GIS solutions and services.

We will be satisfied once you are!

With **nineteen (19) years** of experience in Geographic Information Systems (GIS) in many industries such as 9-1-1, public safety, emergency management industry, and local government entities, **AIM GIS** understands the day-to-day GIS solutions and services needed by them. **AIM GIS** strongly associates with many local governments, the private sector, educational entities, and international relationships.

VISION STATEMENT

AIM GIS's vision is to provide outstanding professional services, practical and innovative training, and cost-effective solutions for those we serve. Our vision empowers us to grow and contribute to the quality of life of the communities and organizations of the Lower Rio Grande Valley.

MISSION STATEMENT

- To assist an ever-increasing number of public, educational, or private sector clients in uniting state-of-the-art geographical information technologies to enhance and expand their operations.
- To provide unparalleled, client-focused services designed to ensure long-term, mutually beneficial relationships.
- To assist our employees in maximizing their talents and reward them for their individual contributions.
- To generate profits to allow the company to grow and prosper to ensure the continuation of services of the highest quality.
- To leverage our recognized position as a community asset to promote social betterment.

We provide all-inclusive GIS solutions and services as follows:

- GIS Map Data Development and Enhancements
- Server and WEB GIS Administration Services
- ArcGIS Online Administration
- Addressing and Address Verification Process
- Planning and Zoning Database Development
- Public Works Database Development
- Utilities Database Development
- GPS Field Collection and Verification
- Drone Services and Implementation
- Data Analysis
- Maintenance Services
- NG9-1-1, Public Safety, and Emergency Management GIS Data Development
- Grant GIS Data Resources
- Customize Training Services
- Project Management Services

And much more!

1.2 AGENCY NEEDS AND EXPECTATIONS

As many agencies need to create, maintain, and develop their GIS data, solutions and services, The City of Weslaco (**AGENCY**) has the same exact needs. The **AGENCY** needs to map out all types of geospatial data, train on such data, and many other features to serve their clients better. After our needs assessment meeting, **AIM GIS** has been able to identify the following Needs and Expectations of the **AGENCY**:

- 1.) Currently the city already has GIS data that needs to be updated and maintained constantly such Sanitary Sewer, Water, Storm and much more.
- 2.) Currently the ArcGIS Online administration has been re-organized but will need constant maintenance and upkeep.
- 3.) The city has the need to integrate GIS data with other equipment such as GPS units, drones, permitting systems and others.
- 4.) The city's GIS Online Maps needs to be updated with the latest data and keep adding data as it gets rectified and updated.
- 5.) Planning and Zoning Cases is currently time consuming and GIS process would be more beneficial.
- 6.) Permits need a mechanism to validate and update addresses more efficiently in Energov.
- 7.) There is some evidence that subdivision development or construction projects are being maintained in GIS format, so the development of dashboards for these two items are needed.
- 8.) Update and Maintain Annexation Data

- 9.) Develop and create Subdivision Layer
- 10.) ArcGIS Online administration
- 11.) Develop and create Address Points and Block Range Layers
- 12.) Develop workflows and processes for day-to-day operations.
- 13.) Recommendations for IT support with WEB administration and general needs
- 14.) Maintain and upkeep existing relationships with stakeholders.
- 15.) Prepare future and maintain existing Field Map applications for data collection and use of Field Worker license.

The **AGENCY** can expect to accomplish all these needs and expectations with our GIS solutions and services. However, this is dependent on the **AGENCY** providing data to **AIM GIS** to process and work on.

2. PROPOSAL OVERVIEW

The following is the proposal for the **AGENCY**, which will help to implement, develop, train, and maintain its GIS solutions and services within their organization to serve its stakeholders better. We created a plan to deliver the needed GIS solutions and services based on information gathered from our need assessment study.

Specifically, this proposal is for the **AGENCY** to establish their GIS solutions and services program, maintain GIS data as accurate as possible and become a GIS driven organization. All solutions and services will be done with ESRI technology, the leader in GIS platform development. Our GIS solutions and services will assist the **AGENCY** in developing new data, accessing information more efficiently, and sharing data more easily with other agencies. The advanced feature of GIS will help us develop better workflows and customized training for the **AGENCY**.

It is understood that the **AGENCY** is interested in GIS solutions and services from **AIM GIS**, and we are here to serve and partner with the **AGENCY** to fulfill this goal.

2.1 GIS SOLUTIONS AND SERVICES

Besides the **NEEDS** specified in **SECTION 1.2**, As part of this proposal, the following GIS solutions and services are also included:

- GIS Map Data Development and Enhancements
- Addressing and Address Verification Process
- ArcGIS Online Administration
- All Departments Database Development
- Third party software data updates
- NG9-1-1, Public Safety, and Emergency Management GIS Data Development
- Data Analysis
- Maintenance Services
- Customize Training Services with limited hours as specified in **SECTION 2.2**
- IT Support and Maintenance

Other services, **NOT INCLUDED IN THIS PROPOSAL** but may be requested from **AIM GIS** include:

- Other Customize Training upon usage of hours included in this proposal and/or other training needed not cover by this proposal.
- GPS Field Collection and Verification
- Drone Services and Implementation
- Project Management Services
- Hardware or Software Procurement Services

2.2 CUSTOMIZE TRAINING SERVICES

As part of this proposal, **AIM GIS** will provide eight (8) hours of training included in the pricing per year. However, the hours will expire each year, and they will not accumulate to the next year. **AIM GIS**, with the assistance of the **AGENCY**, will be responsible for the setup of all training.

If **AIM GIS** is requested to do training after the eight (8) hours have been used, a job task order will be generated for these services and **AIM GIS** will charge the corresponding fee associated for the training under the **Services and Fees Schedule**.

Dates and Times for such trainings will be coordinated with the **AGENCY**, and they will also be responsible for providing the venue for the training. **AIM GIS** will not charge for travel or meals within the Lower Rio Grande Valley (Hidalgo, Cameron, Starr, and Willacy Counties). However, any living expenses (such as hotel and per diem expenses) will be charged to the **AGENCY**, or the **AGENCY** may pay in advance for them.

2.3 SOFTWARE REQUIREMENTS

The **AGENCY** is responsible for all software licenses and renewal fees that may occur during the term of this proposal and will provide AIM GIS access as needed. However, **AIM GIS** will provide administrative assistance and assist the **AGENCY** in obtaining temporary licenses if needed. **AIM GIS** will serve as your liaison with ESRI to ensure you purchase the necessary licenses and extensions.

2.4 GIS DATA FORMAT

Any GIS data created, gathered, or developed by **AIM GIS** will be provided to the **AGENCY** in a file geodatabase and will do all work using ArcGIS Pro. These data types will meet all the requirements for this proposal.

2.5 HARDWARE REQUIREMENTS

The **AGENCY** is responsible for all the hardware needed to fulfill the GIS solutions and services outlined in this proposal. **AIM GIS** will serve as an IT consultant to the **AGENCY**, updating any existing or new hardware available so that the software can run efficiently. Upon request, **AIM GIS** can also recommend new hardware specifications if needed at no additional cost.

2.6 NETWORK RECOMMENDATIONS

If the **AGENCY** has a network in place, **AIM GIS** will work with the **AGENCY's** respective IT personnel to ensure all GIS solutions and services work properly through the network. **AIM GIS** will make recommendations to the **AGENCY** as we move along with the project to improve and enhance network reliability for the purpose of this proposal.

2.7 DELIVERABLES

The success of these deliverables depends on both agencies' participation and involvement in promptly providing GIS solutions and services. The **AGENCY** will need to

provide a reliable point of contact for communication purposes and questions as needed from the **AGENCY**. We will ask the city for data as needed throughout the duration of this proposal.

AIM GIS can make certain deliverables from their offices, and others will require on-site customer visits, venue visits, or fieldwork. For the following table, refer to the following legend to identify which deliverables will be performed at **AIM GIS** office or customer location:

- ⇒ Performed from **AIM GIS** office.
- ⇒ Performed at the customer location, venue, or fieldwork.

Outline of Deliverables:

- ⇒ Kick-off meeting
- ⇒ Customize trainings (**AGENCY** may define a location as needed)
- ⇒ Attend meetings as requested by **AGENCY** (must coordinate with **AIM GIS** at least a week in advance)
- ⇒ Update map data and training materials.
- ⇒ Develop, create, and implement new data and/or online applications.
- ⇒ Progress meetings via Teams once a month or as needed.
- ⇒ Ongoing support and maintenance
- ⇒ Administer ArcGIS Online Services
- ⇒ Publish all GIS data to ArcGIS Online
- ⇒ Standardize all GIS data.
- ⇒ Configure and set up all mobile devices.
- ⇒ Synchronize data for sharing of most updated information across all platforms.
- ⇒ Provide consulting services as requested.
- ⇒ Develop Standard Operating Procedures for day-to-day operations, for example Rezoning Cases.

2.8 OTHER SERVICES

As part of this proposal, **AIM GIS** will provide other services, which are outlined below:

- IT support and maintenance in general
- Consulting services for new or existing projects
- Serve as a liaison with other agencies.

These other services can be requested by the **AGENCY** as needed throughout the term of this proposal and will work with **AIM GIS** available schedule.

DISCLAIMER:

AIM GIS would like to make sure the **AGENCY** understands that for **AIM GIS** to fulfill this proposal access to the software and data will be required. However, the **AGENCY** is the sole owner and authority of all licenses and data utilized, updated, or maintained by **AIM GIS**. Furthermore, the hours recommended within this proposal will not be sufficient for **AIM GIS** to complete all the work the **AGENCY** needs within the term. In case the **AGENCY** is in a state where most of the data needs to be digitized and/or converted to GIS, keep in mind for this to be accomplished, several years to come are expected.

However, we promise to deliver our best efforts with this proposal.

3. TERMS, CONDITIONS, AND PRICING INFORMATION

AIM GIS offers the **AGENCY** GIS solutions and services that will allow the **AGENCY** to improve how it serves its members. This pricing includes the costs for developing, implementing, training, and delivering such GIS solutions and services.

The terms, conditions, and pricing below are based on costs associated with carrying out the best possible proposal plan for the **AGENCY**. The estimates are based on our experience in delivering cost-effective services to agencies. All travel for installation, collection, and delivery of GIS data is included in this proposal. **AIM GIS** commits to the costs specified within this proposal through the **ACCEPTANCE AND APPROVAL** by both agencies.

3.1 TERMS AND CONDITIONS

1. **TERM:** The term for this proposal shall be **twelve (12) months**, starting from **August 1, 2024, to July 31, 2025, for twenty (20) hours per month**. Furthermore, this proposal will be renewed according to **SECTION 3.3** of this proposal.
2. **MONTHLY RECURRING CHARGE (MRC):** This proposal will be paid out in monthly payments & **will be processed according to the city check run schedule with a NET 30-DAY TERM on all invoices**. **AIM GIS** will coordinate with the **AGENCY** to submit invoices on a timely matter for payment to be processed.
3. **GIS SOLUTIONS AND SERVICES:** **AIM GIS** will provide all the items specified under **SECTION 2.1** of this proposal as part of the price.
4. **CUSTOMIZE TRAINING SOLUTIONS:** **AIM GIS** will provide training hours as specified in **SECTION 2.2** of this proposal.
5. **IT SUPPORT AND MAINTENANCE:** **AIM GIS** will work with the Agencies IT Department to provide recommendations needed for the software and data storage needs.
6. **PROJECT MANAGEMENT SERVICES:** This only applies to any existing or new GIS-related projects from the **ACCEPTANCE AND APPROVAL** of this proposal.
7. **TRAVEL, MEALS, AND LIVING EXPENSES:** As mentioned in **SECTION 2.2**, travel and meal expenses will not be charged to the **AGENCY**. However, any living expenses will be charged to the **AGENCY** unless they pay for them in advance.

3.2 PRICING INFORMATION

The following table outlines the pricing for all items in **SECTION 3.1 - TERMS AND CONDITIONS**:

DESCRIPTION	TERM ¹	MRC ²
GIS Solutions and Services ³	12 Months	\$3,000
Training Services ⁴	8 Hours	\$0.00
IT Support and Maintenance ⁵	12 Months	\$0.00
Project Management Services ⁶	12 Months	\$0.00
Travel, Meals & Living Expenses ⁷	12 Months	\$0.00

NOTE: This proposal is a lump sum per month with a calculated amount of 20 hours per month and based on our **Services and Fees Schedule**. Any additional hours that **AIM GIS** invest will not be charged to the **AGENCY**.

TWO (2) YEAR TERM DISCOUNT: **AIM GIS** is willing to provide all the items outlined in this proposal at a 10% discounted price per month if a two (2) year term is accepted in **SECTION 4 – ACCEPTANCE AND APPROVAL**.

3.3 RENEWAL CONTINGENCY

This proposal will be renewed by mutual written agreement by both parties for an additional one-year term.

3.4 CANCELLATION CLAUSE

To cancel this proposal, written notice shall be received by either party **30 days** prior to cancellation date.

3.5 NON-APPROPRIATION CLAUSE

Notwithstanding anything in this proposal to the contrary, any and all payments which the **AGENCY** is required to make under this proposal shall be subject to annual appropriation or other availability of funds. If the **AGENCY** cannot appropriate funding, then either party has the right to terminate this proposal by providing ten (10) days' written notice to the other party.

4. ACCEPTANCE AND APPROVAL

ACCEPTANCE OF PROPOSAL TERM

Please indicate below which term the **AGENCY** will be accepting for this proposal:

(Please select one)

☐ 12-Month Term (1 year) \$3,000 / Monthly

☐ 24-Month Term (2 years) \$2,700 / Monthly

APPROVAL AND AUTHORIZATION FOR PROPOSAL

The parties hereto, each acting with proper authority **APPROVE AND AUTHORIZE** this proposal to begin on **August 1, 2024**.

Sergio Castro, ENP

Full name

Full name

Owner

Title

Title

Signature

Signature

6/24/2024

Date

Date



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-667	
From: ARMANDO ESPINOZA			
Subject: Discussion and consideration to approve the continuation of the interlocal agreement with Weslaco Independent School District for eight (8) law enforcement officers and one (1) Sergeant to serve as school resource security officers (SRO), to be reimbursed in the amount not exceed \$492,153.90 for the 2024-2025 school year and \$513,851.37 for the 2025-2026 school year based on 5% increase per year, as well as a contingency reimbursement of \$3,000 per year per SRO for training and equipment, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: Approval on the continuation of the interlocal agreement with Weslaco Independent School District for eight (8) law enforcement officers and one (1) Sergeant to serve as school resource security officers (SRO), to be reimbursed in the amount not exceed \$492,153.90 for the 2024-2025 school year based on an increase of 5% of the MOU for the 2023-2024 school year of \$470,762.85 and \$513,851.37 for the 2025-2026 school year based on 5% increase of the 2024-2025 school year, as well as a contingency reimbursement of \$3,000 per year per SRO for training and equipment.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
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 JOEL RIVERA Martin Garza		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Recommend Approval			
Attachments, if any: City of Weslaco PD MOU 2024-2026			
Responsibilities upon Approval: Upon approval, provide executed signatures on the original agreement and forward to Weslaco Police Department			

**SCHOOL RESOURCE OFFICER PROGRAM
MEMORANDUM OF UNDERSTANDING (MOU)
For the
2024-2025 and 2025-2026
School Years**

This Agreement, in accordance with the State of Texas Inter-Local Cooperation Act (Chapter 791-Texas Government Code), is made and entered into between the following parties with an effective date of **August 19, 2024**:

- Weslaco Independent School District
Dr. Richard Rivera, Superintendent of Schools
319 West Fourth Street
Weslaco, Texas 78596
- City of Weslaco
Martin Garza, City Manager
255 S. Kansas Avenue
Weslaco, Texas 78596

Article I. Purpose of MOU

1.01 The MOU formalizes the relationship between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between law enforcement officers and the youth of our community, with the goal of reducing crime committed by juveniles and young adults. This MOU delineates the mission, organizational structure, and procedures of the School Resource Officer Program (hereinafter the "SRO Program") as a joint cooperative effort between WISD (hereinafter the "Contracting Agency," "WISD" or the "District") and the City of Weslaco by and through its Police Department (hereinafter the "Providing Agency" or "City of Weslaco").

1.02 The success of this program relies upon the effective communication between the Agencies' employees, the Superintendent, designee, and principal of each individual WISD campus, and other key staff members of each organization.

Article 2. Term

2.01 The term of this MOU shall begin on the date this Agreement has been approved by the Parties hereto and end on last day of school for the 2025-2026 school year, **unless terminated earlier as provided herein with a 30-day written notice**. The parties may renew or extend this MOU only by separate written agreement or addendum hereto, which must be executed by both parties.

Article 3. Mission, Goals and Objectives

3.01 The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. As in other Districts across the State, the Board of Trustees of WISD wishes to prevent acts of violence and vandalism occurring on school campuses which threaten the safety of the students, faculty and administrative personnel and the security of public property.

3.02 The Board of Trustees of the WISD find it that it in the best interest of the WISD enter this agreement so the City of Weslaco may provide police protection services by assigning the number of police officers agreed to by the Chief of Police and WISD to act as School Resource Officers (also referred to herein as "SROs") as authorized under Texas Education Code §37.081(c).

3.03 The formation of the SRO Program aims to create and maintain safe, secure and orderly learning environments for students, teachers and staff. This is accomplished by assigning Law Enforcement Officers (hereinafter referred to as "SROs") employed by Participating Agencies to WISD school facilities for a term agreed upon.

3.04 Goals and objectives are designed to develop and enhance rapport between youth, police officers, school administrators and parents. Goals of the SRO Program include:

- 1.** Reduce incidents of school violence;
- 2.** Reduce criminal offenses committed by juveniles and young adults;
- 3.** Establish rapport between the SROs and the student population;
- 4.** Establish rapport between the SROs and parents, faculty, staff, and administrators. Furthermore, SROs will establish a trusting channel of communication with students, parents and teachers.
- 5.** SROs will serve as a positive role model to instill in students' good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community.
- 6.** SROs will promote citizen awareness of the law to enable students to become better-informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law.

7. In collaboration with WISD campus administration and counselors, SROs may serve as a confidential source of counseling for students and parents concerning problems they face as well as providing information on community resources available to them.

Article 4. Organizational Structure

4.01. Composition

The Providing Agency shall assign full time law enforcement officers to serve as SROs in the SRO Program. The SROs will be certified by the State of Texas and meet all requirements as set forth' by the Texas Commission on Law Enforcement related to work standards and training requirements. WISD authorizes the officers to carry the department's assigned weapons in the officers' jurisdiction. The school resource officers' jurisdiction includes all territory in the boundaries of the WISD or within 300 feet of school property, and all property outside the boundaries of the WISD that is owned, leased or rented or otherwise under the control of WISD and its Board of Trustees.

4.02. Supervision

The day-to-day operation and administrative control of the SRO Program will be the responsibility of both Agencies. SROs are to conduct themselves in a manner consistent with the rules and regulations governing the Weslaco Police Department, City of Weslaco, Civil Service Rules and WISD School District Policy as applicable. Responsibility for the conduct of SROs, both personally and professionally, shall remain with the City of Weslaco. WISD shall refer any disciplinary concerns involving the conduct of the SROs during duty hours to the City's Chief of Police or his designee. The City of Weslaco shall immediately replace an SRO if the WISD advises the City of a request for change of an SRO in writing. School Resource Officers are employed and retained by the Providing Agency, and in no event shall any employee of the Providing Agency be considered an employee of WISD.

4.03. Hold Harmless Agreement

To the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each party to this Agreement will indemnify and hold harmless the other parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying party or its officers, employees or agents.

Article 5. Procedures

5.01 Selection

Available SRO positions will be selected through a process developed by the Police Chief and WISD Superintendent or designee. The selection of the officers will be mutually agreed upon and these officers shall adhere to the school policies and department directives incorporating the principles of community policing.

SRO #1 Weslaco H.S. & SRO #2 Weslaco H.S.

SRO #3 Weslaco East H.S. & SRO #4 Weslaco East H.S.

SRO #5 Central M.S., SRO #6 Cuellar M.S., SRO #7 B. Garza M.S. & SRO #8 Mary Hoge M.S.

SRO Sergeant / Rover

5.02. SROs Duty Hours

5.02.01. The hours of SRO Duty shall be subject to the limitations contained in Chapter 142, Texas Government Code and may consist of the following hours:

- a. SRO #1 Weslaco H.S.& SRO #3 Weslaco East H.S.: 8:00 a.m.-4:00 p.m.
- b. SRO #2 Weslaco H.S.& SRO #4 Weslaco East H.S.: 9:00 a.m.-5:00 p.m.
- c. SRO #3 Central M.S., SRO #4 Cuellar M.S., SRO #5 B.Garza M.S. & SRO #6 Mary Hoge M.S. 7:30 a.m.-3:30 p.m.
- d. SRO Sergeant/ Rover 8:00 a.m. - 4:00 p.m.
- e. **The hours may change, upon request from the WISD administration.**

5.02.02 If (2) two SROs are assigned to the same campus, their working hours will overlap as indicated above.

5.02.03 SROs assigned to Middle Schools will rotate at their discretion or as requested by WISD designee.

5.02.04 WISD has the right to place more than two SROs at a campus as they see fit.

5.02.05 After-hour duties may be performed with the approval of the parties.

5.02.06 Time spent in court, time spent in inter-agency meetings and investigating school-related crimes within the scope of the SROs duties are compensable based on the department's policy on total hours worked for the week.

5.03. COMPENSATION

5.03.01 The City of Weslaco shall provide and the WISD agrees to receive eight (8) SROs and one sergeant. WISD shall appropriate from current revenues and pay to the City the salary of the school resource officers for up to 187 school work days as per the City's salary schedule to defray the expense of the school resource officers' salaries and benefits, including but not limited to sick leave and vacation leave accrued during the term of this Agreement. Contingency costs for training and equipment shall not exceed \$3,000 per SRO. Reimbursement for eight SROs and one SRO sergeant shall be commensurate with amounts indicated and shall not exceed **\$492,153.90** for the 2024-2025 school year based on an increase of 5% of the MOU for the 2023-2024 school year of **\$470,762.85** and **\$513,851.37** for the 2025-2026 school year based on 5% increase of the 2024-2025 school year. **As stipulated by the WISD administration the increase for 2024-2025 shall not exceed more than 5% of the current 2023-2024 school year MOU of \$470,762.85.**

5.03.02 Weslaco ISD shall incur the cost of the sergeant (supervisor).

5.03.03 The SROs shall adhere to the WISD Board of Trustees approved 2024-2025 and 2025-2026 school calendars and perform the prescribed duties for up to 187 days to cover for required officer training, and District staff development when applicable. The District may hire SROs for summer school at a rate of \$40.00 an hour.

5.03.04 In addition to the compensation to be paid, WISD shall appropriate from current revenues and pay to the City an amount equal to any overtime pay for which the City becomes liable to the school resource officers as a result of the officers' being required to work overtime in furtherance of the officers' duties as the school resource officer. No overtime work shall be assigned to the officers without the specific approval of the Chief of Police or designee and the Superintendent or designee.

5.03.05 The District shall provide two (2) vehicles designed only for SROs or off duty officers working District details. The District will incur all maintenance and fuel costs. The City shall equip the vehicles with decals, lights, and other emergency equipment, the decals must include decals designated by WISD.

5.03.06 The District may choose to hire off-duty officer(s) at a rate of \$40 per hour and based on availability. These officers will be hired on an hourly basis and based on needs and times identified by the Chief of Police and Superintendent or designee. WISD will pay the off duty officers directly.

5.03.07 In the event an SRO is absent for two consecutive days; the City of Weslaco shall immediately appoint a temporary replacement for the SRO so as to prevent a third consecutive day of absence. The District further reserves the right to request a change of an SRO that exhibits a pattern of absenteeism.

5.03.08 The terms and conditions of duties performed by the SROs must comply with the existing Collective Bargaining Agreement between the Weslaco Municipal Police Union ("CBA") and the City of Weslaco and chapter 143 of the Texas Local Government Code. The Weslaco ISD will be notified by the City in the event that a task or duty requested conflicts with the CBA. **The Weslaco ISD is not a party to the CBA by virtue of entering this Memorandum of Understanding.**

5.04. SRO Program Structure

5.04.01 Under this framework, SROs are first and foremost law enforcement officers for the Providing Agency. SROs shall be responsible for carrying out all duties and responsibilities of a law enforcement officer and shall remain at all times under the control, through the chain of command, of the Providing Agency.

5.04.02 All acts of commission or omission shall conform to the guidelines of the Providing Agency's directives. WISD should ensure that non-criminal student disciplinary matters remain the responsibility of school staff and not the SRO.

5.04.03 SROs will not be asked to respond to or held responsible for requests to resolve routine discipline problems involving students. Enforcement of the code of student conduct and non-criminal student misbehavior is the responsibility of WISD. The SRO shall refrain from being involved in the enforcement of disciplinary rules that do not constitute violations of law, except to support staff in maintaining a safe school environment.

5.04.04 SROs are not formal counselors or educators, and will not act as such. However, SROs may be used as a resource to assist students, faculty, staff, and all persons involved with the school. **SROs can be utilized to help instruct students and staff on a variety of subjects, ranging from alcohol and drug education, crime prevention to formalized academic classes.**

5.04.05 SROs may use these opportunities to build rapport between the students and the staff. The Providing Agency recognizes, however, that WISD shall maintain full, final, and plenary authority over curriculum and instruction in the WISD, including the instruction of individual students. The parties recognize and agree that classroom instruction is the responsibility of the classroom teacher, not the Providing Agency or its employees, and the Providing Agency and its employees shall not attempt to control, influence, or interfere with any aspect of the school curriculum or classroom instruction except in emergency situations.

5.05. Information Sharing

5.05.01 As stated, the success of this program relies upon the effective communication between the members of each organization.

5.05.02 To enhance the objective of providing a safe educational setting, the dissemination of information among the parties involved must be effortlessly distributed. However, as it is as important to obtain information contained in records systems (education and law enforcement records) maintained by the school, it cannot be done indiscriminately as federal laws restrict the release of information contained in a student's education record.

5.05.03 WISD will allow SROs to obtain student directory information. The information obtained will be closely monitored by school staff.

5.05.04 WISD may also exercise the following exceptions as they relate to the disclosure of information from an education record:

- a. WISD shall disclose information from a student's education record in compliance with a lawfully issued subpoena or court order. WISD must make a reasonable attempt to notify the parent before complying with a subpoena or court order; unless the court or issuing agency stipulates no disclosure.
- b. WISD may disclose information from a student's education record to appropriate authorities in connection with an emergency in order to protect the health or safety of a student or other individual.
- c. Nothing in FERPA prevents a school official from disclosing to local law enforcement authorities' information that is based on that official's personal knowledge or observation and not from an education record.

5.06 Notification to Schools

1. The SROs will work closely with the Weslaco Police Department's Criminal Investigation Division in providing the required school notification when the SROs or members of the Weslaco Police Department make an arrest and/or refers a student to the office or official designated by the juvenile board when the student is believed to engaged in one of the following offenses and enrolled as a student in the WISD:

I. Any felony offense

II. An offense under Penal Code (PC) Sections 20.02 (Unlawful Restraint), 21.08 (Indecent Exposure), 22.01 (Assault), 22.05 (Deadly Conduct), 22.07 (Terroristic Threat), or 71.02 (Engaging in Organized Criminal Activity).

III. The unlawful use, sale or possession of a controlled substance, drug paraphernalia or marijuana as defined by Chapter 481; Health & Safety Code.

IV. The unlawful possession of any of the weapons or devices listed in Sections 46.01 (1-14 or 16) of the Penal Code or a weapon listed **as a** prohibited weapon under PC 46.05.

The Chief of Police or his/her designee will orally notify the Superintendent of WISD his/her designee within 24 hours after the arrest or referral is made or before the next school day; whichever is earlier.

2. Within seven (7) days after the oral 15.27 notice is given, the head of the law enforcement agency or the designee shall mail written notification marked "Personal and Confidential" to the superintendent or designee. The written notification must include the facts contained in the oral notification; the name of the person who was orally notified, the date and time the person was notified and sufficient details of the arrest or referral.

3. A person may substitute electronic notification for oral notification as allowed the Texas Code of Criminal Procedure 15.27 sub section (i). If electronic notification is substituted for oral notification, any written notification required by this article is not required.

Article 6. Duties and Responsibilities

6.01. The responsibilities of the SROs include, but are not limited to:

1. Handle requests for calls for service; investigate crimes committed in and around the school campus and complete required reports.

2. Respond to unauthorized persons on school property.

3. Enforce criminal law and protect the students, staff, and public at large against criminal activity. The SROs shall follow the chain of command as set forth in the policies and procedures manual of the participating law enforcement agency. School authorities and the parents of any child involved shall be notified as quickly as possible when the SROs take any direct law enforcement action involving a student, on-campus or off-campus, during school hours.

4. Coordinate, whenever practical, investigative procedures between law enforcement and WISD school administrators. The SROs shall abide by all applicable legal requirements concerning interviews or searches should it become necessary to conduct formal law enforcement interviews or searches with students or staff on property or at school functions under the jurisdiction of the WISD. The SROs will not be involved in administrative searches conducted by school personnel unless a criminal act is involved or unless school personnel require the assistance of the SROs because of exigent circumstances, such as the need for safety or to prevent flight. Formal investigations and arrests by law enforcement officials will be conducted in accordance with applicable legal requirements.

5. Take appropriate enforcement action on criminal matters as necessary. The SROs shall, whenever practical, advise the principal before requesting additional enforcement assistance on campus and inform the principal of any additional law enforcement responsibilities that may need to be undertaken.

6. Wear law enforcement agency issued uniform at all times or other apparel approved by the Providing Agency.

7. Be highly visible throughout the campus, but to be unpredictable in their movements. For Officer Safety, SROs shall not establish any set routine, which allows predictability in their movements and their locations.

8. Confer with the principal to develop safety plans and / or strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities.

9. Comply with all laws, regulations, and school board policies including but not limited to laws, regulations and policies regarding the detention, investigation, and searching of students on school premises, provided that SROs shall under no circumstances be required or expected to act or in a manner inconsistent with their duties as law enforcement officers. The use of confidential school records by the SRO shall be done only with the principal's approval and as allowed under the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA) and other applicable laws. Any existing rights or benefits of personnel assigned under this agreement shall not be abridged and remain in full effect.

10. The SROs may serve as a liaison between the school and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws.

11. The SROs shall notify the school principal or his/her designee if it is necessary for the SROs to be off campus during regular school hours' non-emergency situations.

12. Attend school special events as needed (for example, PTSA meetings). Off duty assignments are not included. (this will be extra duty pay of \$40.00 per hour)

13. Attend law enforcement agency in-service training as required. Providing Agency will schedule suitable replacements of regular SROs to permit regular SROs to attend training.

14. Attend meetings of parent and faculty groups to solicit their support and understanding of the SRO Program and to promote awareness of law enforcement functions.

6.02. Responsibilities of the SRO supervisor (Sergeant) will include but will not be limited to:

- 1.** Coordinate work assignments of the SROs between various campuses.
- 2.** Ensure SROs compliance with Providing Agency's directives.
- 3.** Coordinate scheduling and work hours of the SROs (Vacation requests, sick leave, etc.).

6.03. WISD shall provide the SROs of each campus the following materials, facilities, and access, which are deemed necessary to the performance of the SROs duties:

- 1.** Private office space that can be secured and acceptable to the participating law enforcement agency so that the SROs can conduct interviews and maintain confidential records. The office shall contain a telephone, desk, chair, computer and filing cabinet.
- 2.** Reasonable opportunity to address students, teachers, school administrators, and parents about the SRO Program, goals and objectives. Administrators shall seek input from the SROs regarding criminal justice problems relating to students and site security issues.
- 3.** The school administrator shall ensure that staff cooperates with police investigations and any subsequent actions related to crime or criminal activity on school campus.

6.04. Enforcement

Although SROs have been placed in a formal educational environment, they are not relieved of the official duties as a law enforcement officer. The SRO shall intervene when it is necessary to **prevent any criminal act or maintain a safe school environment.** Citations shall be issued and arrests made when appropriate and in accordance with Texas state law and department policy. The SRO or the Providing Agency will have the final decision on whether criminal charges shall be filed. The Providing Agency will reserve the right to temporarily remove the SROs in the event that additional officers are needed during a critical incident or natural disaster.

Article 7. NOTICE, TERMINATION & RENEWAL

7.01 This Agreement will be taken to the governing bodies of the Parties for renewal consideration no later than July 1, 2024

7.02 Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities, listed above.

7.03 Any notice, consent or other communication in connection with this Agreement, other than what is stipulated in 7.01, shall be in writing and may be delivered in person, by mail, email or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by facsimile copy, or email the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipients follows:

If to WISD:

Dr. Richard Rivera, Superintendent
Weslaco Independent School District
319 West Fourth Street
Weslaco, Texas 78596

If to the City of Weslaco

Martin Garza, City Manager
255 S. Kansas Avenue
Weslaco, Texas 78596

If to Providing Agency:

Joel Rivera Ph.D. Chief of Police
Weslaco Police Department
901 Airport Drive
Weslaco, Texas 78596

7.04 Should this agreement be terminated at any time for any purpose advance notice of the termination must be provided to the City of Weslaco no less than thirty (30) days before termination or six months prior to the end of the MOU for the current year.

This has been agreed to in cooperation with the Weslaco Independent School Board of Education and the City of Weslaco.

As agreed to and in partnership with:

City of Weslaco Mayor

Date:

Attest:

City of Weslaco Secretary

APPROVED AS TO FORM:

City of Weslaco Attorney

Weslaco Independent School District

Board President: Jaclyn Sustaita

Attest:

Board Secretary: Dr. Jaime Rodriguez

Date



Standardized Agenda Request Form

Date of Meeting: July 2, 2024		Agenda Item No. (to be assigned by CSO): 2024-675	
From: ARMANDO ESPINOZA			
Subject: Discussion and consideration to approve the continuation of the interlocal agreement between the City of Mercedes and Weslaco Police Department regarding the housing of prisoners in the City of Weslaco's municipal jail for a period of (4) four months term beginning July 1, 2024, until October 31, 2024, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)			
Background: Discussion and consideration to approve the continuation of the interlocal agreement between the City of Mercedes and Weslaco Police Department regarding the housing of prisoners in the City of Weslaco's municipal jail for a period of (4) four months term beginning July 1, 2024, until October 31, 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):			
ADELAIDA VEGA JOEL RIVERA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval.			
Attachments, if any: Interlocal City of Mercedes and Weslaco			
Responsibilities upon Approval: Upon approval, provide executed signatures on the original agreement and forward to Weslaco Police Department			

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF WESLACO, TEXAS AND THE CITY OF MERCEDES, TEXAS**

This Agreement is made by and between the City of Weslaco, Texas hereinafter referred to as "Weslaco" and the City of Mercedes, Texas; hereinafter referred to as "Mercedes", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City of Weslaco is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Mercedes is in need of obtaining services for the temporary housing and detention of prisoners awaiting arraignment or transfer to the Hidalgo County Jail, and

WHEREAS, City of Weslaco has located within their Police Department Facility holding cells, and

WHEREAS, both parties recognize the need and have a desire to cooperate with each other on all matters related to Law Enforcement

WHEREAS, City of Weslaco and City of Mercedes are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, The City of Weslaco and City of Mercedes, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Purpose.

- 1.1** The purpose of this agreement is for the temporary housing and detention of Mercedes prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Weslaco agrees to make use of their holding cells for prisoners of the City of Mercedes subject to availability of space based on their facility's capacity, and as provided herein.

2. **Term and Termination.**

- 2.1 The term of this agreement is for a period of four (4) months commencing on July 1, 2024, and ending at midnight on October 31, 2024, unless otherwise agreed to by the parties in writing. If any party desires to extend the term of this agreement, said party must notify the other party in writing of such request at least sixty (60) days prior to the expiration of the term. Any agreement to extend must be in writing.
- 2.2 Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

3. **Processing and Housing.**

- 3.1 Weslaco agrees to process and temporarily confine persons arrested ("prisoners") by a Mercedes peace officer at a cost of **Fifty-Four Dollars (\$54) per prisoner per day on a twenty-four-hour cycle.** The day the prisoner is "booked in" will be counted and charged as one day. The succeeding days charges will begin after the prisoner has been confined for twenty-four (24) hours. This cost will include detention, transportation, and meal costs. Weslaco agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.
- 3.2 Mercedes agrees to transport prisoners to the Weslaco Police Department Jail and to assist Weslaco Police Department personnel in processing said prisoners.
- 3.3 The length of confinement shall not exceed a forty-eight (48) hour period per prisoner. Within the 48-hour confinement period, Mercedes shall make all necessary arrangements to transport said prisoners out of the Weslaco Police Department Jail Facility.
- 3.4 Weslaco agrees to provide the same level of care and security for Mercedes prisoners as they do for their own prisoners.
- 3.5 Weslaco agrees to notify Mercedes as soon as possible of any issues involving Mercedes prisoners including but not limited to health, safety, and general condition of the prisoners, while housed in the Weslaco jail facility.
- 3.6 City of Mercedes agrees that the Mercedes personnel involved in delivering and retrieving prisoners from the Weslaco facility shall at all times adhere to Weslaco rules and procedures in place pertaining to the detention of prisoners.
- 3.7 City of Mercedes agrees to reimburse Weslaco for any reasonable costs incurred in the care and housing of the prisoners. All reimbursements shall be as provided in this agreement.
- 3.8 If requested by Weslaco, Mercedes will relocate any Mercedes prisoners that the Weslaco Police Department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Mercedes further agrees to relocate any Mercedes prisoners

that the Weslaco Police Department is unable to accommodate for health, safety or crowded conditions.

- 3.9 Weslaco reserves the right to refuse to accept for processing or temporary confinement of any prisoner, pursuant to this Agreement when in its judgment it is unable to perform hereunder by reason of temporary understaffing, temporary overcrowding, the condition of the prisoner, or any other reason as determined by Weslaco.

4. Use of Intoxilyzer.

- 4.1 Upon request of Mercedes peace officer, Weslaco agrees to provide the use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Mercedes peace officer is not certified or trained to use the intoxilyzer, Weslaco agrees to provide a certified peace officer to administer the breath test. A Mercedes peace officer shall remain present at all times during the use of the intoxilyzer instrument.

5. Medical Treatment.

- 5.1 Weslaco reserves the right to refuse to accept for processing any prisoner who is reasonably believed to be injured or sick until appropriate and necessary treatment has been provided by a physician or hospital and said person has been released thereby and determined to be physically capable of jail confinement. A written medical clearance form must accompany the Mercedes prisoner to the Weslaco Police Jail facility in order to be confined, or to resume confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Mercedes.
- 5.2 In the event that a prisoner has been accepted for processing pursuant to this Agreement and is thereafter determined to require medical treatment and/or hospitalization, Mercedes agrees that it will make the same available to any such prisoner. Weslaco agrees to notify Mercedes of any such circumstance and in emergency situations, shall transport the prisoner to the proper medical facilities, and Mercedes agrees to relieve Weslaco within thirty (30) minutes of transport. Any such emergency treatment and the cost thereof shall be the responsibility of Mercedes.

6. Insurance and Indemnification.

- 6.1 Mercedes agrees to notify the City's Insurance Provider, TML, of this agreement and Mercedes will provide Weslaco proof that TML has been notified. Mercedes further agrees to indemnify and hold harmless the City of Weslaco for any legal action arising from any complaints, lawsuits, or civil complaints brought about by any prisoners housed under the terms and conditions of this agreement, unless a proper investigation determines that any agent or employee of the City of Weslaco acted illegally or contrary to approved Weslaco policies, rules, regulations, or commonly accepted practices.

7. Other Terms.

- 7.1 Conflict with applicable Law. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this 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 or provisions 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.

- 7.2 No Waiver. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 7.3 Entire Agreement: This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Mercedes and City of Weslaco and not otherwise.
- 7.4 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.
- 7.5 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 the City of Weslaco:
255 S. Kansas Ave.
Weslaco, Texas 78596

Attn: Martin Garza, City Manager

If to City of Mercedes:
400 S. Ohio Ave.
Mercedes, Texas 78570

City of Mercedes Attn: City Manager

Any other 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.

- 7.6 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.
- 7.7 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.
- 7.8 Assignment. This Agreement shall not be assignable.
- 7.9 Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 7.10 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.
- 7.11 Authority to Execute. The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
- 7.12 Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 7.13 Severability. Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken here from, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

[Signature Page to Follow]

WITNESS THE HANDS OF THE PARTIES effective as of the_____ day of _____

City of Weslaco, Texas

Adrian Gonzalez, **Mayor**

Date

ATTEST:

Norma A. Cantu, **City Secretary**

APPROVED AS TO FORM:

Juan E. Gonzalez, **City Attorney**

City of Mercedes, Texas

Oscar D. Montoya, Sr., **Mayor**

Date

ATTEST:

Joycelyn Castillo, **City Secretary**

Date

APPROVED AS TO FORM:

City Attorney

Date