**A REGULAR MEETING**
**OF THE WESLACO CITY COMMISSION**
**TUESDAY, OCTOBER 15, 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, October 15, 2024 at 5:30 PM for the purpose of discussing the following items:

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

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

## I. CALL TO ORDER

A. Certification of Public Notice.
B. Invocation.
C. Pledge of Allegiance.
D. Roll Call.
E. Mayoral recognition.
   1) Proclamation - Chamber of Commerce Week
   2) Proclamation - TX1015 Sweet Onion Day
   3) Proclamation - Fire Prevention Month

## II. PUBLIC COMMENTS

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

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

## III. REPORTS

A. Drainage Improvements update - Drainage Committee

## IV. PUBLIC HEARING

A. To solicit input on behalf of Gloria Salazar to approve a Conditional Use Permit to operate an event center at 2611 N Texas Blvd. Ste. 5, also being Lot 3, Block 1, Tejas Development, Weslaco, Hidalgo County, Texas.

B. To solicit input in compliance with the Consolidated Plan for Community Planning and Development (CDBG) Urban County Program Fiscal Year 38 (2025) Needs Assessment Plan. Attachment.

## 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 on the request from First Baptist Church for street closure from 2:00 pm to 8:00 pm on October 31, 2024, from Kansas Street between 6th and 7th Street for their Halloween Fall Festival and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.

B. Approval to ratify acceptance of the FY25 Violence Against Women Act (VAWA) Justice and Training Program #4507603 for the amount of $21,487.67 with a cash match of $9,209.01 to pay for training in violence against women and family violence and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

C. Approval on Resolution 2024-70 to apply for the FY2025 Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant in the amount not to exceed $61,000 with 20% match required not to exceed $12,200 to purchase fixed lpr cameras and have access to software data, and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

D. Approval to use the Court Technology Fund to pay for the yearly maintenance fee for Tyler Technologies Incode Software System for Municipal Court, which includes the following services: Court Case Management, and Third Party System Software (System Software Non SQL Maintenance) in the amount not to exceed $11,643.88 and authorize the Mayor to execute any related items. (Staffed by the Municipal Court.) Attachment.

## VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Gloria Salazar to approve a Conditional Use Permit to operate an event center at 2611 N Texas Blvd. Ste. 5, also being Lot 3, Block 1, Tejas Development, Weslaco, Hidalgo County,

Texas, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

B. Discussion and consideration to approve Ordinance 2024-30 for the Voluntary Annexation of Alto Bonito also being Lot 2 Reisser Subdivision an 8.172-acre tract of land, Weslaco, Hidalgo County, Texas located West of 18th Street East of South Milanos Rd. and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-30. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

C. Discussion and consideration to approve the Final Plat for Altamura Subdivision being 41.06 acres out of Farm Tracts 242 and 249, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 170 feet south of Mile 12 North and Mile 5 West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

D. Discussion and consideration to approve the Final Plat for the Amended Plat of Mid-Valley International Industrial Park Subdivision being 146.09 acres out of Farm Tracts 1056,1057 and 1058 Blk 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of the intersection of Mile 9 & 1015 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

E. Discussion and consideration to approve the Water Rights Fees be waived for Texas Heights Phase II Subdivision being 22.192 acres out of Farm Tracts 108 and 109, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on Texas Blvd & Northcross Avenue and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

F. Discussion and consideration on the petition from Greener Pastures Mobile Home Subdivision for the release of 3.94 acre tract of land being Lots 82,133,134,135 and 136, Greener Pastures Mobile Home Subdivision, Hidalgo County, Texas real property located in the city's Extraterritorial Jurisdiction and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.

G. Discussion and consideration to approve Ordinance 2024-31 adopting a final budget amendment to the General fund and Water/Wastewater, Solid Waste, Airport and other funds presented and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2024-31. Possible action. (Staffed by Finance Department.) Attachment.

H. Discussion and consideration on Resolution 2024-71 to approve participation with the cities served by AEP Texas Inc., authorizing hiring of Lloyd Gosselink Attorneys and Consulting Services to review the AEP's Resiliency Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by City

Manager.) Attachment.

I. Discussion and consideration to accept the resignation of the City Attorney and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment.

J. Discussion and consideration to appoint an Interim City Attorney and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

K. Discussion and consideration to award the Airport Appraisals Rent Study Contract to AMCG for a fixed fee of $29,195 and authorize Mayor to execute any related documents. Possible action. (Staffed by Airport Department.) Attachment.

L. Discussion and consideration to amend an Administrative Services Agreement with Creative Benefits Administrators to include Health Reimbursement Arrangement (HRA) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources) Attachment.

M. Discussion and consideration to award bid for RFB #2023-24-36 to the most advantageous bidder, Cornett Construction, LLC out of La Feria, Texas, in the amount of $1,853,024.99 for the proposed new Lift Station #12 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.

## VII. EXECUTIVE SESSION

*Texas Government Code, Section 551 Open Meetings:*
*§551.145. Closed Meeting Without Certified Agenda or Tape Recording; Offense; Penalty*
(a) A member of a government body commits an offense if the member participates in a closed meeting of the governmental body knowing that a certified agenda of the closed meeting is not being kept or that a tape recording of the closed meeting is not being made.
(b) An offense under Subsection (a) is a Class C misdemeanor.
*§551.146. Disclosure of Certified Agenda or Tape Recording of Closed Meeting; Offense; Penalty; Civil Liability*
(a) An individual, corporation, or partnership that without lawful authority knowingly discloses to a member of the public the certified agenda or tape recording of a meeting that was lawfully closed to the public under this chapter:
(1) commits an offense; and
(2) is liable to a person injured or damaged by the disclosure for:
(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
(B) reasonable attorney fees and court costs; and
(C) at the discretion of the trier or fact, exemplary damages.
(b) An offense under Subsection (a)(1) is a Class B misdemeanor.
(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
(1) the defendant had good reason to believe the disclosure was lawful; or
(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City

Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.

B. Legal Consultation - Consultation with City Attorney on legal opinion related to the appointment of a Municipal Judge as authorized by Section §551.071 of the Texas Government Code.

C. 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.

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 Weslaco Municipal Police Union (WMPU) as authorized by Section §551.071 of the Texas Government Code.

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

F. Legal Consultation - Consultation with the City Attorney regarding the status of City of Weslaco vs CDM as authorized by Section §551.071 of the Texas Government Code.

G. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Blue Diamond as authorized by Section §551.087 of the Texas Local Government Code.

## VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

## IX. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 11th day of October 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 CARRIEDHANDGUN), 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:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-512 |

**From:**

**Subject:**
Certification of Public Notice.

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

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

| | | |
|---|---|---|
| Amount: | Term of Impact: | Identified in Current Budget: |

**Additional Action Prompted:**

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

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

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

NORMA CANTU
ADELAIDA VEGA
Martin Garza

Created

**City Manager Comments:**

**Staff Recommendation:**
A. Mayor will Call to Order and certify Public Notice.
B. Pastor Raja Masilamony from Seventh Day Adventist 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:**

**Responsibilities upon Approval:**

# Standardized Agenda Request Form

| | | |
|---|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-944 | |
| **From:** | | |
| **Subject:**<br>Proclamation - Chamber of Commerce Week | | |
| **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)**:** | | |
| NORMA CANTU<br>ADELAIDA VEGA<br>Martin Garza | Created | |
| **City Manager Comments:** | | |
| **Staff Recommendation:** | | |
| **Attachments, if any:** | | |
| **Responsibilities upon Approval:** | | |

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-982 |
| **From:** | |
| **Subject:**<br>Proclamation - TX1015 Sweet Onion Day | |
| **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)**:** | |
| NORMA CANTU<br>Martin Garza | Created |
| **City Manager Comments:** | |
| **Staff Recommendation:** | |
| **Attachments, if any:** | |
| **Responsibilities upon Approval:** | |

# Standardized Agenda Request Form

| | | |
|---|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-986 | |
| **From:** | | |
| **Subject:**<br>Proclamation - Fire Prevention Month | | |
| **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)**:** | | |
| EDNA SILVA<br>ADELAIDA VEGA<br>Martin Garza | Created | |
| **City Manager Comments:** | | |
| **Staff Recommendation:** | | |
| **Attachments, if any:** | | |
| **Responsibilities upon Approval:** | | |

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-952 |

**From:**

**Subject:**
Drainage Improvements update - Drainage Committee

**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)**:**

EDNA SILVA
ADELAIDA VEGA
Martin Garza

Created

**City Manager Comments:**

**Staff Recommendation:**

**Attachments, if any:**

**Responsibilities upon Approval:**

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-947 |

**From:**
REBEKAH DE LA FUENTE

**Subject:**
To solicit input on behalf of Gloria Salazar to approve a Conditional Use Permit to operate an event center at 2611 N Texas Blvd. Ste. 5, also being Lot 3, Block 1, Tejas Development, Weslaco, Hidalgo County, Texas.

**Background:**
The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on September 20, 2024.

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

| | | |
|---|---|---|
| Amount: | Term of Impact: | Identified in Current Budget: |

**Additional Action Prompted:**
Mayor's Signature
Public Hearing

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

**If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:**
Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 11, 2024.

**Advisory Review, if any** (name of board/committee, date of action, recommendation)**:**
The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of October 2, 2024.

| | |
|---|---|
| FLOR ELISA ACUNA | Created/Initiated |
| REBEKAH DE LA FUENTE | Approved |
| Martin Garza | New |

**City Manager Comments:**

**Staff Recommendation:**
Staff recommends approval.

**Attachments, if any:**

**Responsibilities upon Approval:**
Staff will advise the applicant.

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-975 |

**From:**

**Subject:**
To solicit input in compliance with the Consolidated Plan for Community Planning and Development (CDBG) Urban County Program Fiscal Year 38 (2025) Needs Assessment Plan.

**Background:**
In compliance with the Consolidated Plan for community development block grant (CDBG), City of Weslaco is conducting a public hearing to solicit input from interested parties' needs under the Urban County Program Fiscal Year (38) FY2025. Primary goals are to enable the City to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for low to moderate income persons.

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

| | | |
|---|---|---|
| Amount: | Term of Impact: | Identified in Current Budget: |

**Additional Action Prompted:**
Public Hearing

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

**If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:**
Notices were posted on the following locations; 255 S Kansas and 525 S. Kansas avenue, on October 9, 2024.

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

| | |
|---|---|
| Rosalinda Cavazos<br>Rosalinda Cavazos<br>Martin Garza | Created |

**City Manager Comments:**
Approve solicitation of public comments.

**Staff Recommendation:**
Staff recommends soliciting public comments.

**Attachments, if any:**
UCP Memorandum Annual Action Plan, 2025-2026 AAP Workplan Calendar, FY 2025 - 2026 Needs Assessment Public Hearings Schedule, AMIGOS DEL VALLE - LETTER OF REQUEST FOR CDBG FUNDS 2025-2026

**Responsibilities upon Approval:**

# HIDALGO COUNTY
# URBAN COUNTY PROGRAM

## MEMORANDUM

**To:** Hidalgo County Urban County Program CDBG Participating Cities' and Precincts'

**From:** Marissa Garza, UCP Director

**Date:** September 27, 2024

**Reference:** **FY 2025-2026 Annual Action Plan – CDBG Funding Process**

In compliance with the U.S. Department of Housing and Urban Development (HUD) regulations governing the Community Development Block Grant (CDBG) Program, the Urban County Program is initiating the process for the development of FY 2025-2026 Annual Action Plan.

We are providing the Cities/Precincts Request for Proposals (previously referred to as the Work Plan), Public Service Agency Funding Application, and the CDBG Program Calendar. Please carefully follow the instructions outlined in the applications. They are due at UCP on November 15, 2024 by 4 pm.

In accordance with 24 CFR Part 91, each grantee must provide citizens the opportunity to participate and comment in the development of the Annual Action Plan. The Cities and Precincts are required to hold a public hearing, between **October 02** and **October 31, 2024**, as outlined in the attached CDBG Program Calendar.

Please schedule the public hearing for your City/Precinct during this timeframe. It is essential that the meeting is posted in advance, allowing residents ample opportunity to attend and comment on your proposed projects and/or community needs, as per the Citizen Participation Plan requirements.

Please provide the confirmed date and time for the public hearing as soon as possible, so that we may coordinate the necessary publication and ensure compliance.

Should you require any technical assistance or clarification on the process, please do not hesitate to contact CDBG Division staff at 956-787-8127. We appreciate your prompt attention to this matter and your continued partnership in advancing the goals of the CDBG program.

Thank you for your cooperation and commitment to adhering to HUD's CDBG regulations.

1916 TESORO STREET  PHARR, TEXAS 78577  (956) 787-8127  FAX: (956) 318-2988
E-mail: ucp@ucp.co.hialgo.tx.us

**Equal Housing Opportunity**
**Equal Employment Opportunity Employer**

**HIDALGO COUNTY**
**URBAN COUNTY PROGRAM**
**CDBG PROGRAM CALENDAR**
**FISCAL YEAR 2025-2026**
**ANNUAL ACTION PLAN (AAP)**

| DATE | TIMELINE FOR 2025-2026 PROJECTS |
|---|---|
| **September 23-27, 2024** | • Send Memorandum to the Cities & Precincts AAP Calendar & schedule technical assistance and training, if necessary and/if requested.<br>• Publish NOFA & Public Hearing on the Monitor & El Periodico |
| **October 02, 2024-**<br>**October 31, 2024** | **Cities and Precincts Must Hold A Needs Assessment Public Hearing**<br>• Emphasize public attendance and input;<br>• Keep attendance log and minutes for meeting;<br>• Provide public with information about past years funding/spending.<br>• Obtain input about public needs and provide answers to questions.<br>• If suggestions from the public are not included in plan, the city/precinct must explain why.<br>• Distribute Funding Applications to the Public Service Agencies |
| **November 15, 2024** | **Funding Applications Due at Urban County Program Office**<br>• Cities must submit funding applications or forfeit their funds.<br>• The Coordinator will schedule one-on-one meetings with City staff to review the funding applications.<br>• Each activity should be well documented and must include photos, location map (identifying project location), flood zone map.<br>• Project cost estimates and estimated length of time to complete and estimated start date. |
| **December 16, 2024** | **UCP Projects Eligibility Determination**<br>• Funding Applications returned to City/Precinct with comments and/or revisions if needed, along with request for City Council approval. |
| **January 31, 2025** | **Final Funding Applications Due At UCP Offices.**<br>• Funding Application submissions should include a copy of City Council approved resolution, minutes and sign-in sheet. |
| **February 03, 2025** | **UCP Staff Begins Preparation of The Annual Action Plan**<br>• Staff begins to enter the data (drafted from the Funding Applications submitted, to include narratives, maps, eligibility documents, etc.) into the Integrated Disbursement & Information System (IDIS) to prepare for the Annual Action Plan. |
| **February 22, 2025** | **UCP Publish Summary of The Proposed AAP & Public Hearing**<br>• Post on Website<br>• Send notice/affidavits to the Cities/ Precincts for posting<br>• DRAFT FY 2025 AAP must be ready for posting |
| **February 24, 2025** | **UCP Start of 30 Day Comment Period (Start the Environmental Process)** |
| **March 1-31, 2025** | **UCP Start Environmental Review Record (ERR)**<br>• Exempt<br>• Categorical Exclusions Not Subject to §58.5<br>• Environmental Assessment<br>• Environmental Impact Statements |
| **March 05, 2025** | **UCP Hold Public Hearing on Proposed AAP at Commissioners Court** |
| **March 26, 2025** | **UCP End of FY 2025 AAP 30 Day Comment Period**<br>• UCP Prepare and submit AAP Agenda Item |
| **March 27, 2025** | **UCP to Follow up on Environmental Consultation Letters** |
| **April 1, 2025** | **Commissioners Court Approves Final AAP**<br>• **Post Copy of Final AAP on Website** |
| **May 15, 2025***<br>**APP Due at HUD** | **UCP submit FY 2025-2026 Annual Action Plan to HUD (target day May 13, 2025)** |
| **June 30, 2025** | Audits are due in UCP Office (before 5:00 p.m.) from cities. |

**HIDALGO COUNTY**
**URBAN COUNTY PROGRAM**
**CDBG PROGRAM CALENDAR**
**FISCAL YEAR 2025-2026**
**ANNUAL ACTION PLAN (AAP)**

| DATE | TIMELINE FOR 2025-2026 PROJECTS |
|---|---|
| **May, 2025** | **Completion of Environmental Reviews** |
| **May 21 – June 05, 2025** | **Publish NOI/ RROF**<br>• 15 Day Comment Period<br>• Submit Combined Notice to "The Monitor" for publishing<br>• Combined Notice Published |
| **May 22, 2025** | **Submit Request of Funds and Certification form to HUD**<br>• HUD Comment Period (7 Days for Individual Projects) |
| **July - June, 2025** | **Receive Authority to utilize Grant Funds** |

***(Dates are subject to change, based on HCCC date availability)***

# HIDALGO COUNTY URBAN COUNTY PROGRAM
# FY 2025 - 2026 ANNUAL ACTION PLAN
# NEEDS ASSESSMENT
# PUBLIC HEARING

| CITY/PRECINCT | DATE | TIME | LOCATION ADDRESS |
|---|---|---|---|
| CITY OF ALAMO | 10/17/2024 | 6:00 p.m. | City Hall - 420 N. Tower Road, Alamo, Texas 78516 |
| CITY OF ALTON | 10/22/2024 | 7:30 p.m. | City Hall - 509 S. Alton Blvd., Alton, Texas 78573 |
| CITY OF DONNA | 10/15/2024 | 5:30 p.m. | City Hall - 307 S. 12th Street Donna, Texas 78537 |
| CITY OF EDCOUCH | 10/17/2024 | 5:30 p.m. | City Hall - 211 Southern Ave., Edcouch, Texas 78538 |
| CITY OF ELSA | 10/15/2024 | 6:30 p.m. | City Hall - 102 S. Diana Street Elsa, Texas 78543 |
| CITY OF GRANJENO | 10/15/2024 | 6:30 p.m. | City Hall 6603 S. FM 494, Granjeno Texas 78572 |
| CITY OF HIDALGO | 10/21/2024 | 6:00 p.m. | City Hall 704 E. Ramon Ayala Drive, Hidalgo, Texas 78557 |
| CITY OF LA JOYA | 10/22/2024 | 6:00 p.m. | City Hall 701 E. Expressway83, La Joya, Texas 78560 |
| CITY OF LA VILLA | 10/17/2024 | 6:30 p.m. | City Hall 916 S. Mike Chapa, La Villa Texas 78562 |
| CITY OF MERCEDES | 10/15/2024 | 6:30 p.m. | City Hall 400 S. Ohio Street, Mercedes, Texas 78570 |
| CITY OF PALMVIEW | 10/29/2024 | 6:00 p.m. | City Hall 400 W. Veterans Ave., Palmview, Texas 78572 |
| CITY OF PENITAS | 10/16/2024 | 6:00p.m. | Library: 1111 S. Main Street, Peñitas, Texas 78576 |
| CITY OF PROGRESO | 10//23/2024 | 6:00 p.m. | City Hall 300 N. Business FM 1015, Progreso, Texas 78579 |
| CITY OF SAN JUAN | 10/22/2024 | 6:00p.m. | Community Center 600 W. 1st St., San Juan, Texas78589 |
| CITY OF SULLIVAN | 10/23/2024 | 6:30 p.m. | City Hall 500 Cenizo Dr. Sullivan City, Texas 78595 |
| CITY OF WESLACO | 10/17/2024 | 5:30 p.m | City Hall 255 S. Kansas Ave., Weslaco, Texas 78596 |
| PCT 1 | 10/16/2024 | 6:30 p.m. | Pct. #1 Office1902 Joe Stephens, Suite 101, Weslaco, Texas 78596 |
| PCT 2 | 10/23/2024 | 6:30 p.m. | Pct. #2 Office 300 W. Hall Acres, Pharr, Texas 78577 |
| PCT 3 | 10/17/2024 | 5:30 p.m. | Pct. #3 Office 724 N. Breyfogle, Mission Texas 78574 |
| PCT 4 | 10/23/2024 | 6:00 p.m. | Pct. #4 Annex Building1124 N. M Rd, Edinburg, Texas 78542 |

AMIGOS DEL VALLE, INC.
"Providing 49 Years of Service"
1974 - 2024

212 W 18th St.
Mission, Texas 78572
Phone: (956) 213-9400
Fax: (956) 213-8119
www.advrgv.org

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**Juan J. Barrios**
Banking / Finance

**Executive Director - Amigos Del Valle, Inc.**
**ALEJANDRO GUERRA**

October 1, 2024

Office Of The City Manager
OCT - 4 2024
Weslaco, Texas

Mr. Martin Garza
City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

Re: Letter of request for CDBG Funds FY 2025-2026

Dear Mr. Garza,

Amigos Del Valle, Inc.is respectfully requesting $5,000 in CDBG funds for Fiscal Year 2025-2026. These funds will continue to be utilized to provide home delivered meals to 05 eligible citizens for 165 days that reside within the **City of Weslaco area.**

With your continued financial support, we will be able to continue providing much needed meals to the homebound seniors to assist them to continue living as healthy, independent, productive and self-sufficient lives as possible.

Please be assured that we are very grateful for your proven generous, valuable financial and moral support for our agency's projects throughout our forty-nine (49) years of experience.

If you have any questions or concerns, please do not hesitate to contact us at (956)213-9400 or by email:

Alejandro Guerra, Executive Director: aguerra@advrgv.org
Dianira Gonzalez, Nutrition Coordinator: dgonzalez@advrgv.org
Ayssa DeAlejandro, Nutrition clerk: adealejandro@advrgv.org

Alejandro Guerra
Executive Director

AG/AD

EQUAL HOUSING OPPORTUNITY

AMIGOS DEL VALLE, INC.
"Providing 49 Years of Service"
1974 - 2024

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-940 |

**From:**

**Subject:**
Approval on the request from First Baptist Church for street closure from 2:00 pm to 8:00 pm on October 31, 2024, from Kansas Street between 6th and 7th Street for their Halloween Fall Festival and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.

**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)**:**

| | |
|---|---|
| EDNA SILVA<br>Martin Garza | Created |

**City Manager Comments:**
Approved as requested by First Baptist Church.

**Staff Recommendation:**

**Attachments, if any:**
Request for Street Closure- First Baptist Church

**Responsibilities upon Approval:**

# Special Events Checklist:
## City of Weslaco Requirements and Procedures

Office of the City Secretary · 956.968.3181 · esilva@weslacotx.gov

| | |
|---|---|
| **Name of Applicant (Person or Entity):** FIRST BAPTIST CHURCH | **Name of Event:** FALL FESTIVAL |
| **Contact Person:** ELIZABETH RAMIREZ | **Telephone Number:** (956)968.9585 |
| **Address:** 600 S. KANSAS AVE. | **E-Mail Address:** eramirez@fbcweslaco.org |
| **City:** WESLACO / **State:** TX | **Zip Code:** 78596 |
| **Event Purpose (fundraiser, school activity, etc.):** COMMUNITY OUTREACH | **Expected Attendance:** 300 |
| **Start Time:** 2:00PM / **End Time:** 8:00PM | **Event Date(s):** THURSDAY, 10.31.2024 |

**Relevant Policies and Fees:** (*Commission consent by agenda action may be required)

| **Special Event:** | |
|---|---|
| ☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate | ☐ Limited use of live animals (Code of Ordinances §22) * |
| ☐ Authorization to display promotional signage* | ☐ Park, Pool, Facility Rental |
| ☐ Evidence of Health Permit (food service) | ☐ Vendor Application with Fee of $75.00 |
| ☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine* | ☐ Special Event Permit with Fee of $100.00 |
| **Traffic Control (Code of Ordinances §134):** | |
| ☐ Route Map | ☐ Parade and Processions Fee of $50.00 |
| ☐ Written Consent of Affected Property Owners | ☑ Street Closure Fee of $50.00 |
| ☑ Barricade Fee of $50.00/location + $100 deposit | ☐ Traffic Safety Plan by Police Department |
| ☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way* | ☐ Police Escort of $20.00/officer per hour (2-hour minimum) |
| **Sound Amplification (Code of Ordinances §94 and Election Code §61):** | |
| ☐ Use of loudspeakers, microphone, bullhorn, etc. | ☐ Sound Truck Fee of $25.00 |
| ☐ Vehicle Description, License Plate, Driver's License | $25.00 fee is for 3 consecutive days |
| *Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.* | **Timestamp of Receipt:** SEP 23 2024 |
| **Applicant's Signature:** Elizabeth Ramirez | Payment type: ☐ Cash ☐ Credit Card |

**Additional Stipulation(s) of Authorization:**

| Approved | Denied | Reason | Signature as Applicable |
|---|---|---|---|
| | | | Police Chief |
| | | | Fire Chief |
| | | | Public Works Director |
| | | | Planning/Code Enforcement/City Engineer |
| | | | Parks Director |
| | | | Traffic Safety Officer/City Manager |

BARRICADES TO BE PLACED AT ENTRANCE OF 6TH AND KANSAS

AND TOWARD EXIT OF KANSAS AND 7TH

BARRICADES WILL BE FOR FALL FESTIVAL THURSDAY, OCTOBER 31, 2024 FROM 2PM-8PM.

# Standardized Agenda Request Form

| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-941 |
|---|---|

**From:**
ARMANDO ESPINOZA

**Subject:**
Approval to ratify acceptance of the FY25 Violence Against Women Act (VAWA) Justice and Training Program #4507603 for the amount of $21,487.67 with a cash match of $9,209.01 to pay for training in violence against women and family violence and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.

**Background:**
The purpose of this announcement is to accept funds that promote a coordinated multidisciplinary approach to improve the justice system's response to violent crimes against women, including domestic violence, sexual assault, dating violence, and stalking.

**Funding Source** (budget code, if applicable)**:**
101-5202-522043

| Amount: $21,487.00 | Term of Impact: FY 2024-2025 | Identified in Current Budget: Yes |
|---|---|---|

**Additional Action Prompted:**

**If item previously considered, provide date and action by Commission:**
Commission Meeting February 6, 2024, Item Approved for solicitation of funds.

**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)**:**

| | |
|---|---|
| ARMANDO ESPINOZA<br>JOEL RIVERA<br>Martin Garza | Created/Initiated<br>New |

**City Manager Comments:**
Approved as recommended by Police Department Staff.

**Staff Recommendation:**
Recommend Approval

**Attachments, if any:**
Statement of Grant Award #4507603, VAWA 2024 - Fund Specific Conditions (1), SOGA_GeneralResponsibilitiesMemo_2022-09-01 (2) (1), PSO-SOGA_CongratulatoryLetter_2021-09-01 (2) (1)

**Responsibilities upon Approval:**
Certificate Letter

**Statement of Grant Award (SOGA)**

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

| | | | |
|---|---|---|---|
| **Grant Number:** | 4507603 | **Award Amount:** | $21,487.67 |
| **Date Awarded:** | 9/20/2024 | **Grantee Cash Match:** | $9,209.01 |
| **Grant Period:** | 09/01/2024 - 08/31/2025 | **Grantee In Kind Match:** | $0.00 |
| **Liquidation Date:** | 11/29/2025 | **Grantee GPI:** | $0.00 |
| **Program Fund:** | WF-Violence Against Women Formula Grants | **Total Project Cost:** | $30,696.68 |
| **Grantee Name:** | Weslaco, City of | | |
| **Project Title:** | Weslaco Violence Against Women Justice and Training | | |
| **Grant Manager:** | Brandi Barba | | |
| **Unique Entity Identifier (UEI):** | GJMZDZZAN4J3 | | |

| | |
|---|---|
| **CFDA:** | 16.588 - Violence Against Women Formula Grants |
| **Federal Awarding Agency:** | U.S. Department of Justice, Office on Violence Against Women |
| **Federal Award Date:** | 9/13/2024 |
| **Federal/State Award ID Number:** | 15JOVW-24-GG-00542-MUMU |
| **Total Federal Award/State Funds Appropriated:** | $13,935,716.00 |
| **Pass Thru Entity Name:** | Texas Office of the Governor – Criminal Justice Division (CJD) |
| **Is the Award R&D:** | No |
| **Federal/State Award Description:** | The STOP Program continues to encourage the development and implementation of effective, victim centered law enforcement, prosecution, and court strategies to address violent crimes against women and the development and enhancement of victim services in cases involving violent crimes against |

women. It envisions a partnership among law enforcement, prosecution, courts, and victim services organizations to enhance victim safety and hold offenders accountable for their crimes against women.

Office of the Governor

# Public Safety Office

## Criminal Justice Division
## Fund Specific Grant Conditions

***STOP Violence Against Women Act Grant Program***

***FFY 2024 Award***

September 2024

*About This Document*

In this document, grantees (also referred to as subrecipients) will find fund specific federal requirements and conditions applicable to the grant award administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

Any rights or privileges reserved or attributed to the federal awarding agency are also reserved or attributed to OOG, which may exercise them at its discretion.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at http://eGrants.Gov.Texas.Gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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## Article I. Remedies for Non-Compliance

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient (or any subrecipient) that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient (or any subrecipient), the authorized official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient (or subrecipient) official, all assurances or certifications submitted by or on behalf of the recipient (or subrecipient) that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP (or PSO for subrecipients) taking appropriate action with respect to the recipient (or subrecipient) and the award. Among other things, the OJP (or PSO for subrecipients) may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

## Article II. Applicability of Part 200 Uniform Requirements

The recipient and any subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. The recipient also agrees that all financial records pertinent to this award, including the general accounting ledger and all supporting documents, are subject to agency review throughout the life of the award, during the close-out process,

and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.334, 200.337.

## Article III. Personally Identifiable Information

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OVW Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## Article IV. Trafficking

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OVW authority to terminate award)

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (subgrantees), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)), and are incorporated by reference here.

## Article V. Suitability to Interact with Participating Minors

This condition applies to this award if it is indicated in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by the recipient or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here

## Article VI. Conference Costs

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

## Article VII. Training

OVW Training Guiding Principles

The recipient and any subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/sites/default/files/ovw/legacy/2012/06/28/ovw-training-guiding-principles-grantees-subgrantees.pdf.

## Article VIII. Civil Rights

### *Section 8.01 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42*

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

### *Section 8.02 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38*

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and Page: 8 of 20 requires that recipients and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

### *Section 8.03 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54*

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

### *Section 8.04 Nondiscrimination*

VAWA 2013 nondiscrimination condition

The recipient and any subrecipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits recipients and any subrecipient of OVW awards from excluding, denying benefits to, or discriminating against any

person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Recipients and any subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the recipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. The recipient and any subrecipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients (subgrantees) at any tier will comply with this provision.

## Article IX. Lobbying

Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds may not be used by the recipient, or any subrecipient (subgrantee) at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid violation of 18 U.S.C. 1913. The recipient, or any subrecipient (subgrantee) may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by OVW from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

## Article X. General Appropriations Restrictions

Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year

The recipient, and any subrecipient (subgrantee) at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at https://www.justice.gov/ovw/award-conditions (Award Condition: General appropriations-law restrictions on use of federal award funds), and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OVW for guidance, and may not proceed without the express prior written approval of OVW.

## Article XI. Reporting Fraud, Waste, and Abuse

*Section 11.01 Reporting potential fraud, waste, and abuse, and similar misconduct*

The recipient and any subrecipients (subgrantees) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; (3) by facsimile direc

ted to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

*Section 11.02 Restrictions and certifications regarding non-disclosure agreements and related matters*

No recipient or subrecipient (subgrantee) under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--
   a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
   b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards (subgrants), procurement contracts, or both--
   a. it represents that--
      i. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward (subgrant), procurement

contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

ii. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## Article XII. Whistleblower Protections

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## Article XIII. Text Messaging While Driving

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients (subgrantees) to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## Article XIV. General Terms and Conditions

Availability of general terms and conditions on OVW website

The recipient and any subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

## Article XV. Statutory and Regulatory Requirements

Compliance with statutory and regulatory requirements

The recipient and any subrecipient agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

## Article XVI. Solicitation Requirements

Compliance with solicitation requirements

The recipient and any subrecipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-and-faqs-grantees). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

## Article XVII. Misuse of Award Funds

The recipient and any subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

## Article XVIII. Limitation of Use of Funds

Limitation on use of funds to approved activities

The recipient and any subrecipient agrees that grant funds will be used only for the purposes described in the recipient's or subrecipient's application, unless OVW (or for subrecipients the OOG) determines that any of these activities are out of scope or unallowable. The recipient or subrecipient must not undertake any work or activities that are not described in the recipient’s or subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval, via Grant Adjustment Modification (GAM), from OVW (or for subrecipients the OOG).

## Article XIX. Supplanting

Non-supplantation

The recipient and any subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

## Article XX. Confidential Information

Confidentiality and information sharing

The recipient and any subrecipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining

documentation of compliance, such as policies and procedures for release of victim information. The recipient and any subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. The recipient also agrees to ensure that all subrecipients (subgrantees) at any tier meet these requirements.

## Article XXI. Victim Safety

Activities that compromise victim safety and recovery or undermine offender accountability

The recipient and any subrecipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted or companion guide under which the application was submitted.

## Article XXII. Response to Workplace-Related Incidents

Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

## Article XXIII. Program Income

Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income.

Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

## Article XXIV. Materials and Publication Notice

Publications disclaimer for STOP Formula subrecipients

The subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. [see Statement of Grant Award issued by the OOG] awarded by the state administering office for the Office on Violence Against Women, U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

## Article XXV. Copyrights

Copyrighted works

Pursuant to 2 C.F.R. 200.315(b), the recipient or any subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so.

OVW also reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, in whole or in part (including in the creation of derivative works), any work developed by a subrecipient (subgrantee) of this award, for federal purposes, and to authorize others to do so.

In addition, the recipient (or subrecipient, contractor, or subcontractor of this award at any tier) must obtain advance written approval from the OVW program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval, before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

It is the responsibility of the recipient (and of each subrecipient, contractor, or subcontractor as applicable) to ensure that this condition is included in any subaward, contract, or subcontract under this award.

## Article XXVI. Consultant Rates

Consultant compensation rates

The recipient and any subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified

maximum rate, recipients must submit to OVW a detailed justification and have such justification approved by OVW, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

## Article XXVII. Requirements for Providing Legal Assistance

The recipient (and subrecipient) agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient (and subrecipient). The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A)(i) is a licensed attorney or is working under the direct supervision of a licensed attorney, (ii) in immigration proceedings, is a Board of Immigration Appeals accredited representative, (iii) in Veterans' Administration claims, is an accredited representative, or (iv) is any person who functions as an attorney or lay advocate in tribal court; and (B)(i) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault, or stalking in the targeted population; or (ii) (I) is partnered with an entity or person that has demonstrated expertise described in clause (i) and (II) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a tribal, state, territorial, local, or culturally specific domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, state, territorial, and local law enforcement officials; (3) any person or organization providing legal assistance through this grant program has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) the recipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence, stalking, or child sexual abuse is an issue.

Office of the Governor

# Public Safety Office

## Criminal Justice Division &
## Homeland Security Grants Division

## *Grantee Standard Conditions and Responsibilities*

September 2022

### *About This Document*

In this document, grantees (also referred to as subrecipients) will find state and federal requirements and conditions applicable to grant funds administered by the Office of the Governor (OOG). These requirements and conditions are incorporated into the Grant Agreement accepted by a grant's Authorized Official.

These requirements are in addition to those that can be found on the eGrants system – including the Grant Application and Grant Award – or in documents identified there, to which grantees agreed when applying for and accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code; the Texas Grant Management Standards (TxGMS) published by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; for federal funding, the Funding Announcement or Solicitation under which OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice (DOJ), the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the grantee.

It is important for grantees to review all of these policies to successfully manage their grant, maintain eligibility for funding, and avoid violating the terms of the Grant Agreement, any of which could result in the revocation of funding or other actions.

For clarification or further information, please see the Guide to Grants and other support materials at https://eGrants.gov.texas.gov or contact the grant manager assigned to the relevant grant. If no grant manager has been assigned, please contact the eGrants help desk via email at: eGrants@gov.texas.gov, or via telephone at: (512) 463-1919 or dial 7-1-1 for relay services.

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# 1 Grant Agreement Requirements and Conditions

## *1.1 Applicability of Grant Agreement and Provisions*

The Grant Agreement is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

If any term or provision of this Grant Agreement is found to be invalid or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The invalid term or invalid provision shall be deemed severable and stricken from the Grant Agreement as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, maximum liability of OOG, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, disclaimers and limitation of liability, indemnification, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

## *1.2 Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required. State agencies are not required to adopt a resolution.

## *1.3 Amendments and Changes to the Grant Agreement*

OOG and the grantee may agree to make adjustments to the grant budget and detailed budget as documented in eGrants. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories, or changing funds in any awarded cost items or category or changing grant officials. OOG, at its sole discretion, and upon written notice by OOG to the grantee of any proposed adjustment, and after the grantee has had an opportunity to respond to the proposed adjustment, may adjust the grantee's Budget, Grant Narrative, Special Conditions, Period of Performance, and/or any other items as deemed appropriate by OOG, at any time, during the term of this Grant Agreement.

The grantee has no right or entitlement to reimbursement with grant funds. OOG and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of OOG is void unless a written amendment to this Grant Agreement is first executed and documented in eGrants. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of OOG in excess of the "Maximum Liability of the OOG" as set forth in the Statement of Grant Award (SOGA).

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in eGrants to be binding upon the Parties.

### *1.4 General Responsibility*

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with OOG administrative rules, policies and procedures, and applicable federal and state laws and regulations.

Grant funds may be used only for the purposes in the grantee's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from OOG.

The grantee will maintain an appropriate financial management and grant administration system to ensure that all terms, conditions and specifications of the grant are met.

### *1.5 Terms and Conditions*

The grantee will comply with the terms and conditions as set forth and required in the funding announcement under which the approved application was submitted, the application, and award in eGrants. Notwithstanding the imposition of corrective actions, financial hold, and/or sanctions, the grantee remains responsible for complying with these terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with the grant agreement. The failure of OOG to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of OOG's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this grant agreement shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this grant agreement.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

### *1.6 Special Conditions*

Special Conditions may be imposed by OOG, at its sole discretion and at any time, without amending this Grant Agreement. Failure by OOG to provide notice does not absolve grantee of compliance with any special conditions. OOG may place grantee on immediate financial hold, without further notice, until all Special Conditions, if any, are met.

### *1.7 Public Information*

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, OOG, and this Grant Agreement are subject to the Texas Public Information Act,

Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that OOG will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to OOG, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or State of Texas. The grantee will cooperate with OOG in the production of documents or information responsive to a request for information.

Information provided by or on behalf of the grantee under, pursuant to, or in connection with this Grant Agreement that the grantee considers proprietary, financial, trade secret, or otherwise confidential information (collectively "Confidential Information") shall be designated as such when it is provided to OOG or State of Texas or any other entity in accordance with this Grant Agreement. Merely making a blanket claim that the all documents are protected from disclosure because they may contain some proprietary or confidential information may not render the whole of the information confidential. Any information which is not clearly identified as proprietary or confidential is subject to release in accordance with the Act. OOG agrees to notify the grantee in writing within a reasonable time from receipt of a request for information covering the grantee's Confidential Information. OOG will make a determination whether to submit a Public Information Act request to the Attorney General.

The grantee agrees to maintain the confidentiality of information received from OOG or State of Texas during the performance of this Grant Agreement, including information which discloses confidential personal information particularly, but not limited to, personally identifying information, personal financial information and social security numbers.

The grantee must immediately notify and provide a copy to OOG of any Public Information Request or other third-party request for the disclosure of information it receives related to this Grant award.

### *1.8 Remedies for Non-Compliance*

If OOG determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, OOG, in its sole discretion and consistent with any applicable OOG Administrative Rules, may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by OOG;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by OOG until repayment to OOG is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of OOG;

8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless OOG expressly authorizes them in the notice of suspension or termination or subsequently.

OOG, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

### *1.9 False Statements by Grantee*

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then OOG may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to OOG under this grant agreement and applicable law. False statements or claims made in connection with OOG grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

### *1.10 Conflict of Interest Safeguards*

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement.

The grantee must disclose, in writing, within fifteen (15) calendar days of discovery, any existing, actual or potential conflicts of interest relative to its performance under this Grant Agreement.

The grantee is and shall remain in compliance during the term of this Grant Agreement with Texas Government Code, Section 669.003, Contracting with Executive Head of State Agency; and Section 572, Employment of Former State Officer or Employee of State Agency. The grantee certifies that it is not ineligible to receive this Grant Agreement under Texas Government Code, section 2155.004, regarding the financial participation by a person who received compensation from OOG or another state agency to participate in preparing the specifications or request for proposals on which the bid or contract is based, and acknowledges that this Grant Agreement may be terminated and payment withheld if this certification is inaccurate.

The grantee has not given or offered to give, nor does the grantee intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of OOG, at any time during the award of this grant or in connection with this Grant Agreement, except as allowed under relevant state or federal law. The grantee nor its personnel or entities employed in rendering services under this grant agreement have, nor shall they knowingly acquire, any interest that would be adverse to or conflict in any manner with the performance of the grantee's obligations under this grant agreement.

### *1.11 Fraud, Waste, and Abuse*

A. The grantee understands that OOG does not tolerate any type of fraud, waste, or misuse of funds received from OOG. OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

   In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from OOG that is made against the grantee, the grantee is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The grantee must also promptly refer to OOG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify OOG in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to OOG. If a federal or state court or administrative agency renders a judgement or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgement or order to OOG.

   The grantee is expected to report any possible fraudulent or dishonest acts, waste, or abuse to OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

B. Restrictions and certifications regarding non-disclosure agreements and related matters. No grantee or subgrantee under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information.

   The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information),

Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient:
    a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that federal agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants") or procurement contracts, or both:
    a. It represents that:
        i. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
        ii. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
    b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to OOG, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by OOG.

These provisions apply to all grantees and subgrantees or subcontractors.

### *1.12 Dispute Resolution*

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by OOG, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to

this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements.

Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by OOG in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

### *1.13 Funds Limited by Agreement and Subject to Availability*

The grantee agrees that nothing in this grant will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this grant. The grantee agrees that funding for this grant is subject to the actual receipt by OOG of grant funds (state and/or federal) appropriated to OOG for the grant program. The grantee agrees that the grant funds, if any, received from OOG may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this grant. The grantee agrees that notwithstanding any other provision of this grant, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds for this grant program, or if the funds appropriated to OOG for this grant program are required to be reallocated to fund other federal or state programs or purposes, OOG is not liable to pay the grantee the maximum liability amount specified in the SOGA or any other remaining balance of unpaid funds. If OOG or the program fund becomes subject to legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render performance under this grant agreement impossible, this grant agreement may be immediately terminated without recourse, liability, or penalty against OOG upon written notice to grantee.

### *1.14 Termination of the Agreement*

OOG may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against OOG, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, OOG may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

OOG and grantee may mutually agree to terminate this Grant Agreement. OOG in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement. Following termination by OOG, grantee shall continue to be obligated to OOG for the return of grant funds in accordance with applicable provisions

of this Grant Agreement. In the event of termination under this Section, OOG's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by OOG in its sole discretion to be reasonable and necessary to cost-effectively terminate the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

### *1.15 Communication with Grantee*

Notice may be given to the grantee via eGrants, email, hand-delivery, delivery service, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in eGrants.

### *1.16 Limitation of Liability*

To the extent allowed by law, the grantee agrees to indemnify and hold harmless OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands or suits whatsoever, including any litigation costs, attorneys' fees, and expenses, relating to tax liability, unemployment insurance and/or workers' compensation in grantee's performance under this grant agreement. The grantee shall be liable to pay all costs of defense including attorneys' fees. The defense shall be coordinated by grantee with OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee further agrees to indemnify and hold harmless, to the extent allowed by law, the OOG, the State of Texas and its employees, agents, officers, representatives, contractors, and/or designees from any and all liability, actions, claims, demands, or suits, whatsoever, including any litigation costs, attorneys' fees, and expenses, that arise from any acts or omissions of grantee or any of its officers, employees, agents, contractors, and assignees, relating to this grant agreement regardless of whether the act or omission is related to this grant agreement. The defense shall be coordinated by grantee, OOG and the Office of the Attorney General when OOG, the State of Texas or its employees, agents, officers, representatives, contractors and/or designees are named defendants in any lawsuit and grantee may not agree to any settlement without first obtaining the concurrence from OOG and the Office of the Attorney General. The grantee and OOG agree to furnish timely written notice to each other of any such claims.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by OOG, its officers, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that OOG or the State of Texas may have by operation of law.

### *1.17 Liability for Taxes*

The grantee agrees and acknowledges that grantee shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any

such persons, including laws regarding wages, taxes, insurance, and workers' compensation. OOG and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of OOG.

### *1.18 Force Majeure*

Neither the grantee nor OOG shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

### *1.19 Debt to State*

The grantee agrees, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

### *1.20 Grantee an Independent Contractor*

The grantee expressly agrees that it is an independent contractor and under no circumstances shall any owner, incorporator, officer, director, employee, or volunteer of grantee be considered an employee, agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. All persons furnished, used, retained, or hired by or on behalf of the grantee or any of the grantee's contractors shall be considered to be solely the employees or agents of the grantee or the grantee's contractors. The grantee or grantee's contractors shall be responsible for ensuring that any and all appropriate payments are made, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law. The grantee agrees to take such steps as may be necessary to ensure that each contractor of the grantee will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OOG or the State of Texas. The grantee is responsible for all types of claims whatsoever due to actions or performance under this Grant Agreement, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties.

### *1.21 No Assignment of Rights or Obligations*

The grantee may not assign this Grant Agreement or any of its rights or obligations under this Grant Agreement to any third party or entity. Any attempted assignment without OOG's prior written consent is void and may result in the termination of this Grant Agreement.

### *1.22 Funds Are for Sole Benefit of Grantee*

It is expressly agreed that any solicitation for or receipt of funds of any type by the grantee is for the sole benefit of the grantee and is not a solicitation for or receipt of funds on behalf of OOG or the Governor of the State of Texas.

### *1.23 Permission for Use of OOG Name and Labeling*

Other than the required statements listed in this document, grantee shall not use OOG's name or refer to OOG directly or indirectly in any media release, public service announcement, or public service disclosure relating to this Grant Agreement or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining written consent from OOG. This Section is not intended to and does not limit the grantee's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act. This Section is not intended to and does not limit OOG's duties and obligations to report this Grant Agreement, any grant payments made under this Grant Agreement, any contract compliance or performance information or other state or federal reporting requirements applicable to OOG.

### *1.24 Acknowledgement of Funding and Disclaimer*

All publications, including websites, produced in full or in part with grant funds awarded by OOG must include an acknowledgement of the funding and a disclaimer of non-endorsement by the funding agency. In general, no publication may convey OOG's or any federal funding agency's (i.e. DOJ or FEMA) official recognition or endorsement of the recipient's project simply based on having received funding. For websites, the acknowledgement should be present somewhere on all major entry pages. Acknowledgement language for grants made through state fund sources is below and language for grants made through specific federal fund sources is included within the fund specific conditions memo.

**For any state grant program:** "This [website/report/study/project/etc.] is funded [insert "in part", if applicable] through a grant from the Public Safety Office of the Texas Office of the Governor. Neither the Office of the Governor nor any of its components operate, control, are responsible for, or necessarily endorse, this website (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

### *1.25 Royalty-Free License*

Pursuant to 2 CFR 200.315(b), the grantee may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. OOG (and the federal funding agency, if the work is funded with a federal grant) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes:

A. Any work subject to copyright developed under an award or subaward; and

B. Any rights of copyright to which a grantee or subgrantee or subcontractor purchases ownership with state (or Federal) support.

The recipient acknowledges that OOG (and the federal funding agency) have the right to:

A. Obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and

B. Authorize others to receive, reproduce, publish or otherwise use such data for state (or federal) purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data- general).

It is the responsibility of the grantee (and of each subgrantee or subcontractor if applicable) to ensure that this condition is included in any subaward under this award. The grantee has the responsibility to obtain from subgrantees, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subgrantee contractor, or subcontractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the OOG program manager for the award and not proceed with the agreement in question without further authorization from OOG.

### *1.26 Project Period*

The performance period for this Grant is listed on the Statement of Grant Award. All goods must be obligated and all services must be received within the performance period. OOG will not be obligated to reimburse expenses incurred after the performance period.

### *1.27 Project Commencement*

The grantee must take reasonable steps to commence project activities upon receiving notice of a grant award. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a statement to OOG explaining the implementation delay. Upon receipt of the 90-day letter, OOG may cancel the project and redistribute the funds to other project areas. OOG may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

### *1.28 Project Close Out*

OOG will close-out the grant award when it determines that all applicable administrative actions and all required work of the Grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. Submission of the final Financial Status Report will initiate grant close out with OOG.

The grantee must promptly refund any balances of unobligated cash that OOG paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

### *1.29 Federal Program Laws, Rules, and Guidelines*

The grantee must comply with applicable provisions of federal and state law and regulations, terms and conditions applicable to the federal awards providing funding for the grant award, and any applicable program guidelines, which may include:

A. The Omnibus Crime Control and Safe Streets Act of 1968 (as amended - 42 U.S.C 3711 et seq.);

B. Victims of Crime Act (VOCA) program guidelines, including the VOCA Final Rule effective August 8, 2016 and included in 28 CFR 94;

C. Violence Against Women Act (VAWA) relevant statutory and regulatory requirements, including the Violence Against Women Act of 1994 (P.L., 103-322), the Violence Against Women Act of 2000 (P.L. 106-386), the Violence Against Women and Department of Justice Reauthorization Act of 2005 (P.L. 109-162), the Violence Against Women Reauthorization Act of 2013 (P.L. 113- 4), the Office on Violence Against Women's (OVW) implementing regulations at 28 CFR Part 90, OVW's general terms and conditions available at http://www.justice.gov/ovw/grantees (these do not supersede any specific conditions in the grant agreement), and the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide;

D. The provisions of the current edition of the Department of Justice Grants Financial Guide;

E. If the grantee uses grant funds to undertake research involving human subjects, the grantee may be subject to Department of Justice (DOJ) Office of Justice (OJP) policies and requirements adopted by OOG related to human subjects found in 28 CFR Part 46;

F. Section 2002 of the Homeland Security Act of 2002, as amended (P.L. 107-296) (6 U.S.C. § 603);

G. If grantee receives a grant award in excess of $150,000, it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Any subgrants or contracts made by the grantee in excess of $150,000 must contain this provision.

H. All other applicable Federal laws, orders, circulars, or regulations.

### *1.30 Applicability of Part 200 Uniform Requirements for Federally Funded Awards*

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 apply to any grants funded through an award from a Federal agency.

### *1.31 Required State Assurances*

The grantee must comply with the applicable State Assurances included within TxGMS, which are incorporated here by reference in the award terms and conditions.

## 2 Organizational Eligibility

### *2.1 Good Standing for Eligible Grantees*

A. The grantee is in good standing under the laws of the State in which it was formed or organized, and has provided OOG with any requested or required documentation to support this certification.

B. The grantee agrees to remain in good standing with any state or federal governmental bodies related to the grantee's right to conduct its business in Texas, including but not limited to the Texas Secretary of State and the Texas Comptroller of Public Accounts, as applicable.

C. The grantee owes no delinquent taxes to any taxing unit of this State as of the effective date of this Grant Agreement.

D. The grantee is non-delinquent in its repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 for additional information and guidance.

E. The grantee has or will obtain all licenses, certifications, permits, and authorizations necessary to perform its obligations under this Grant Agreement, without costs to OOG.

F. The grantee is currently in good standing with all licensing, permitting or regulatory bodies that regulate any or all aspects of grantee's business or operations.

G. The grantee agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance or state or federal laws.

H. The grantee shall comply with any applicable federal, state, county, local and municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with its obligations under this Grant Agreement.

I. The grantee does not have any existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

### *2.2 System for Award Management (SAM) Requirements*

A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.

B. Applicable to this Grant Agreement is the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective September 24, 2001, and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

C. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

D. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas

statutes and rules relating to procurement and that the grantee is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

### *2.3 Criminal History Reporting*

Counties or other governmental entities required to maintain and report criminal history records per the Texas Code of Criminal Procedure, Ch. 60, must maintain compliance with that statute and Governor's Executive Order GA-07, Order 8, in order to obtain or maintain eligibility for OOG grant funds.

### *2.4 Uniform Crime Reporting*

Local units of governments operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To maintain eligibility for funding, grantees must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, grantees are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

### *2.5 Immigration Related Matters*

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code which prohibits local entity or campus police departments from: (1) adopting, enforcing, or endorsing a policy under which the entity or department prohibits or materially limits the enforcement of immigration laws; (2) as demonstrated by pattern or practice, prohibiting or materially limiting the enforcement of immigration laws; or (3) for an entity that is a law enforcement agency or for a department, as demonstrated by pattern or practice, intentionally violate Article 2.251, Code of Criminal Procedure.

### *2.6 E-Verify*

A. The grantee shall comply with the requirements of the Immigration Reform and Control Acts of 1986 and 1990 ("IRCA") regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services in the United States of America under this Grant Agreement, if any, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") enacted on September 30, 1996.

B. The grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

    1. All persons employed to perform duties within Texas, during the term of the Grant; and
    2. All persons employed or assigned by the grantee to perform work pursuant to the Grant Agreement, within the United States of America.

    If this certification is falsely made, the Grant Agreement may be terminated.

C. If applicable, grantee will comply with Executive Order RP-80 regarding the U.S. Department of Homeland Security's E-Verify system.

### *2.7 Deceptive Trade Practices Violations*

The grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that the grantee has not been found to be liable for such practices in such proceedings. The grantee certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings. The grantee shall notify OOG in writing within five (5) calendar days if grantee or any of its officers are subject to allegations of Deceptive Trade Practices or are the subject of alleged violations of any unfair business practices in an administrative hearing or court suit, and that the grantee or officers have been found to be liable for such practices in such proceedings.

### *2.8 Hurricane Contract Violations*

Texas law prohibits OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, Hurricane Harvey, or any other disaster, as defined by section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under section 2155.006 and 2261.053 of the Texas Government Code, the grantee certifies that the entity named in this Grant Agreement is not ineligible from entering into this Grant Agreement and acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

### *2.9 Terminated Contracts*

The grantee has not had a contract terminated or been denied the renewal of any contract for non-

compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

### *2.10 Special Requirements for Units of Local Government*

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

A. Texas General Appropriations Act, Art. IX, Parts 2, 3, and 5, except there is no requirement for increased salaries for local government employees;

B. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;

C. Texas Government Code, Sections 2113.012 and 2113.101, which prohibits using grant funds to compensate any employee who uses alcoholic beverages on active duty and grantee may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;

### *2.11 Special Requirements for Non-Profit Grantees*

Each non-profit corporation receiving funds from OOG must obtain and have on file a blanket fidelity bond that indemnifies OOG against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the OOG grant period.

By accepting funds under this award, any non-profit grantee certifies and affirmatively asserts that it is a non-profit organization and that it keeps on file, and is available upon audit, either:

A. A copy of the recipient's 501(c)(3) designation letter;

B. A letter from the State of Texas stating that the recipient is a non-profit organization operating within Texas; or

C. A copy of the grantee's Texas certificate of incorporation that substantiates its non-profit status.

Grantees that are local non-profit affiliates of state or national non-profits should have available proof of (1), (2), or (3), and a statement by the state or national parent organization that the recipient is a local non-profit affiliate.

Non-profit recipients of Victims of Crime Act (VOCA) funding that are not a 501(c)(3) organization finally certified by the Internal Revenue Service must make their financial statements available online.

Church, mosque, and synagogue recipients of Nonprofit Security Grant Program funding are not required to apply for and receive a recognition of exemption under section 501(c)(3). Such organizations are automatically exempt if they meet the requirements of section 501(c)(3).

### *2.12 Special Requirements for Facilities or Entities that Collect Sexual Assault/Sex Offense Evidence or Investigates/Prosecutes Sexual Assault or other Sex Offenses*

Texas Government Code, Section 420.034, requires any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, to participate in a statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Failure to comply with the requirements of Chapter 420, Subchapter B or Subchapter B-1, of the Texas Government Code may be used to determine ongoing eligibility for receiving OOG grant funds.

### *2.13 Firearm Suppressor Regulation*

Texas Government Code, Section 2.103, prohibits state agencies, municipalities, counties, special districts or authorities, as defined in Section 2.101 of the Texas Government Code, from receiving state grant funds if the entity adopts a rule, order, ordinance, or policy that enforces or allows the enforcement of a federal law that purports to regulate a firearm suppressor if the federal statute, order, rule or regulation imposes a prohibition, restriction, or other regulation that does not exist under the laws of the State of Texas.

### *2.14 Enforcement of Public Camping Bans*

Local Government Code, Section 364.004, prohibits municipalities or counties, as defined in Section 364.001 of the Local Government Code, from receiving state grant funds if a judicial determination is made that the local entity adopts or enforces a policy, as described in Section 364.002 of the Local Government Code, that prohibits or discourages the entity from the enforcement of any public camping ban. The Comptroller of Public Accounts has adopted rules at Title 34, Part 1, Rule §20.600 applicable to implementation of Local Government Code, Section 364.004 requiring that in the event that a local entity receiving state grant funds is sued by the Attorney General under Local Government Code, Section 364.003 or such a case reaches a final judicial determination, the local entity must immediately disclose the lawsuit or judicial determination to all state agencies that oversee programs from which the entity currently receives state grant funds.

### *2.15 Prohibition on Agreements with Certain Foreign-Owned Companies in Connection with Critical Infrastructure*

Texas Government Code, Chapter 113 and Section 2274.0102, prohibits an entity or company from entering into an agreement with a company or entity that is headquartered in, owned by, or the majority of stock is held or controlled by China, Iran, North Korea, Russia or a country designated by the governor as a threat to critical infrastructure, as defined in Section 113.001 or Section 2274.0101 of the Texas Government Code, if the agreement is related to and grants access to or control of critical infrastructure in the State of Texas.

## 3 Civil Rights

### *3.1 Compliance with Civil Rights and Nondiscrimination Requirements*

A. The grantee will comply with all State and Federal statutes relating to civil rights and nondiscrimination and ensure, in accordance with federal civil rights laws, that the grantee shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

B. The grantee will comply, and all its contractors and subgrantees will comply, with all federal statutes and rules relating to civil rights and nondiscrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;
2. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990 (42 USC § 12131-34);
4. The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age;
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
7. Sections §§ 523 and 527 of the Public Health Service Act of 1912 (42 USC 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
8. Title VIII of the Civil Rights Act of 1968 (42 USC § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
9. Title I, II, and III of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities;
10. Any other nondiscrimination provisions in the specific statute(s) or the state or federal solicitation or funding announcement under which application for grant funds is being made, including but not limited to:
    i. **Section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968** (codified at 34 U.S.C. 10228(c); see also 34 U.S.C. 11182(b)),
    ii. **Section 1407(e) of the Victims of Crime Act of 1984** (codified at 34 U.S.C. 20110(e))
    iii. **Section 40002(b)(13) of the Violence Against Women Act of 1994** (codified at 34 U.S.C. 12291(b)(13))

C. A nondiscrimination provision that deals with discrimination in employment on the basis of religion is read *together* with the pertinent provisions of the Religious Freedom Restoration Act of 1993. As a result, even if an otherwise-applicable nondiscrimination provision states that a recipient or subrecipient may not discriminate in employment based on religion, an OJP recipient or subrecipient

that is a faith-based organization *may* consider religion in hiring, *provided* it satisfies particular requirements. Additional information on those requirements can be found at https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm#4.

D. Collectively, these federal laws prohibit a grantee from discriminating either in employment (subject to the exemption for certain faith-based organizations discussed in C. above) or in the delivery of services or benefits on the basis of race, color, national origin, sex, religion, or disability.

E. In the event any federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), or sex against the grantee, or the grantee settles a case or matter alleging such discrimination, the grantee must forward a copy of the complaint and findings to OOG and, as applicable, the Office of Justice Programs Office for Civil Rights (OCR), or the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

F. **All recipients of Department of Justice Grants** must review the Information on Civil Rights for grantees posted on the eGrants website. More information on Civil Rights and Nondiscrimination requirements for grantees receiving funding originating from the Department of Justice can be found at https://ojp.gov/about/ocr/statutes.htm.

### *3.2 Limited English Proficiency*

The grantee will comply with Title VI of the Civil Rights Act of 1964, which prohibits grantees from discriminating on the basis of national origin in the delivery of services or benefits, entails taking reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to funded programs or activities. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. Meaningful access may entail providing language assistance services, including oral interpretation and written translation, where necessary. In order to facilitate compliance with Title VI, grantees are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. More information can be found at http://www.LEP.gov.

### *3.3 Equal Employment Opportunity Plan*

**All recipients of Department of Justice grants** must submit the Equal Employment Opportunity Plan (EEOP) certification information to the Office of Civil Rights, Office of Justice Programs through their on-line EEOP Reporting Tool. For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at https://ojp.gov/about/ocr/eeop.htm.

The grantee acknowledges that failure to submit an acceptable EEOP (if recipient is required to submit one), that is approved by the Office for Civil Rights, is a violation of the Grant Agreement and may result in suspension or termination of funding, until such time as the recipient is in compliance.

## 4 Personnel

### *4.1 Overtime*

Overtime is allowable to the extent that it is included in the OOG-approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-funded and non-grant funded personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

### *4.2 Notification of Grant-Contingent Employees*

Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by OOG.

## 5 Travel

### *5.1 Travel Policies*

The grantee must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established written policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

## 6 Contracts and Procurement

### *6.1 Procurement Practices and Policies*

The grantee must follow applicable Federal and State law, Federal procurement standards specified in regulations governing Federal awards to non-Federal entities, their established policy, and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods.

A. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition.

B. When any contractual or equipment procurement is anticipated to be in excess of Simplified Acquisition Threshold, grantees must submit a Procurement Questionnaire https://eGrants.gov.texas.gov/updates.aspx to OOG for approval prior to procurement. Grantees must ensure these contracts address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

C. When contractual or equipment procurement is anticipated to be in excess of $10,000, grantees must address termination for cause and for convenience by the grantee including the manner by which it will be affected and the basis for settlement.

### *6.2 Subcontracting*

The grantee may not subcontract any of its rights or duties under this Grant Agreement without the prior written approval of OOG. It is within OOG's sole discretion to approve any subcontracting. In the event OOG approves subcontracting by the grantee, the grantee will ensure that its contracts with others shall require compliance with the provisions of this Grant Agreement to the extent compliance is needed to support the grantee's compliance with this Grant Agreement. The grantee, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this Grant Agreement and that OOG shall not be liable in any manner to any grantee subcontractor.

### *6.3 Buy Texas*

If applicable with respect to any services purchased pursuant to this Grant Agreement, the grantee will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials.

### *6.4 Contract Provisions Under Federal Awards*

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

## 7 Equipment Requirements

### *7.1 Property Management and Inventory*

The grantee must ensure equipment purchased with grant funds is used for the purpose of the Grant and as approved by OOG. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to OOG upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or OOG, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200 or TxGMS, as applicable.

The grantee shall not give any security interest, lien or otherwise encumber any item of equipment purchased with grant funds.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of $5,000 or greater, any firearms, any items on the Prohibited or Controlled Expenditures list, and the following equipment with costs between $500 and $4,999: sound systems and other audio equipment, still and video cameras, TVs, video players/recorders, desktop computers, laptop computers, data projectors, smartphones, tablets, other hand held devices, mobile/portable radios, and unmanned aerial vehicle (UAV) drones. (See Texas Government Code, Sec. 403.271(b) for further information. Users of these standards should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting Process User's Guide, Appendix A, available on the internet, for the most current listing.) The equipment and inventory procedures include:

A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to OOG at all times upon request.

B. At least every two (2) years, grantee must take a physical inventory and reconcile the results with property records.

C. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

D. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment.

Upon termination of this Grant Agreement, title, use, and disposal of equipment by the grantee shall be in conformity with TxGMS; however, as between OOG and the grantee title for equipment will remain with the grantee, unless TxGMS requires otherwise.

### *7.2 Maintenance and Repair*

The grantee will maintain, repair, and protect all equipment purchased in whole or in part with grant funds so as to ensure the full availability and usefulness of such equipment. In the event the grantee is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the equipment purchased under this Grant Agreement, the grantee shall use the proceeds to repair or replace said equipment.

### *7.3 Automated License Plate Readers*

Any grantee requesting funds for Automated License Plate Readers (ALPR) must have a written policy regarding use of the ALPR and related data retention. Subrecipients also must enter into a User Agreement with the Texas Department of Public Safety (DPS), Crime Records Division to gain access to the Texas Automated License Plate Reader (LPR) Database so that data may be shared among all participating local, state, and federal agencies. DPS Crime Records Division will provide written

certification of your jurisdiction's participation upon request. Grantees must provide OOG with a copy of the certification received from DPS Crime Records Division.

# 8 Information Technology

## *8.1 Accessibility Requirements*

If applicable, the grantee will comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in Title 1, Chapter 213 of the Texas Administrative Code when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, the grantee shall provide the Texas Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). A company not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov.

## *8.2 Criminal Intelligence System Operating Procedures*

Any information technology system funded or supported by these funds must comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies. Any grant-funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 CFR Part 23 at least once for each continuous two-year period that the person has responsibility for entering data into or retrieving data from an intelligence database.

## *8.3 Blocking Pornographic Material*

The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

## *8.4 Cybersecurity Training*

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible.

# 9 Indirect Costs

## *9.1 Approved Indirect Cost Rate*

If indirect costs are allowable under an award, the Indirect Cost Budget Category will be available on the Budget tab. Grantees choosing to apply indirect costs to the award (except for those choosing to use a de minimis rate as described in 2 CFR § 200.414(f)) must have an approved indirect cost rate agreement with their cognizant agency (see 2 CFR § 200 Appendix III-VII for assigned cognizant agencies). A copy of the approval letter from the cognizant agency must be uploaded to the grant application for the grantee to be eligible for the indirect cost rate for the associated award.

The indirect cost rate cited in the budget denotes the approved indirect rate at the time the grant was awarded. It is the grantee's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the grantee must be able to produce evidence of an approved indirect cost rate upon request.

## *9.2 De Minimis Rate*

In accordance with 2 CFR § 200.414(f) and TxGMS, grantees of federal or state funds that do not have a current negotiated (including provisional) rate may elect to charge a de minimis rate of 10% of modified total direct costs, which may be used indefinitely. A grantee that elects to use the de minimis indirect cost rate, must advise OOG in writing, in the grant application, before any such funds are obligated of its election, and must comply with all associated requirements in 2 CFR § 200.414(f) and TxGMS.

# 10 Audit and Records Requirements

## *10.1 Grantee Subject to Audits*

The grantee understands and agrees that grantee is subject to relevant audit requirements present in state or federal law or regulation or by the terms of this award. For federally funded grants, audit requirements can be found in 2 CFR Part 200 or OMB Circular A-133. For state funded awards, audit requirements can be found in the TxGMS.

## *10.2 Single Audit Requirements*

Any grantee expending more than $750,000 in state or $750,000 in federal funds in a fiscal year is subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements or the requirements in TxGMS.

The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier. A copy of the Single Audit Report Package or a notification email stating the date the Single Audit Report Package was uploaded to the Federal Audit Clearinghouse must be sent the Governor's Office of Compliance and Monitoring within nine months or less of the grantee's fiscal year end date. Documents must be emailed to OCM-FMU@gov.texas.gov

Grantees who are not required to have an audit for the grantee's fiscal year in which the state or federal awards were made or expended, shall complete and sign a ***Single Audit Reporting Exemption Form*** within nine months or less of their fiscal year end date**.** Exemption Forms are available by fiscal year end date on eGrants in the Updates section and Single Audit links. This form must be emailed to OCM-FMU@gov.texas.gov.

### *10.3 Cooperation with Monitoring, Audits, and Records Requirements*

A. In addition to and without limitation on the other audit provisions of this Grant Agreement, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office or successor agency, may conduct an audit or investigation of the grantee or any other entity or person receiving funds from the State directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement. The acceptance of funds by the grantee or any other entity or person directly under this Grant Agreement or indirectly through a subcontract under this Grant Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, the grantee or another entity that is the subject of an audit or investigation by the State Auditor's Office shall provide the State Auditor's Office with prompt access to any information the State Auditor's Office considers relevant to the investigation or audit. The grantee further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the grantee and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the grantee related to this Grant Agreement. This Grant Agreement may be amended unilaterally by OOG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement Section 2262.154 of the Texas Government Code.

B. The grantee agrees to comply with the grant monitoring guidelines, protocols, and procedures established by OOG and any federal funding agency, and to cooperate with OOG and any relevant federal agency generally, including on any compliance review or complaint investigation conducted by the Federal sponsoring agency or OOG and on all grant monitoring requests, including requests related to desk reviews and/or site visits.

C. The grantee shall maintain adequate records that enable OOG and any relevant federal agency to complete monitoring tasks, including to verify all reporting measures, requests for reimbursements, and expenditure of match funds related to this Grant Agreement. The grantee shall maintain such records as are deemed necessary by OOG, the State Auditor's Office, other auditors of the State of Texas, the federal government or such other persons or entities designated or authorized by OOG to ensure proper accounting for all costs and performances related to this Grant Agreement.

D. OOG may request documented proof of payment. Acceptable proof of payment includes, but is not necessarily limited to, a receipt or other documentation of a paid invoice, a general ledger detailing the specific revenue and expenditures, a monthly bank statement evidencing payment of the specific expenditure, bank reconciliation detail, copies of processed checks, or a printed copy of an electronic payment confirmation evidencing payment of the specific expenditure to which the reimbursement relates.

E. The grantee authorizes OOG, the State Auditor's Office, the Comptroller General, and any relevant

federal agency, and their representatives, the right to audit, examine, and copy all paper and electronic records, books, documents, accounting procedures, practices, and any other requested records, in any form; relevant to the grant, the operation and management of the grantee, and compliance with this grant agreement and applicable state or federal laws and regulations; and will make them readily available upon request. The grantee will similarly permit access to facilities, personnel, and other individuals and information as may be necessary.

F. If requested, the grantee shall submit to OOG a copy of its most recent independent financial audit. If requested, the grantee shall submit to OOG any audited financial statements, related management letters and management responses of grantee, and financial audit documents or portions thereof that are directly related to the grantee's performance of its obligations under this Grant Agreement.

G. OOG may make unannounced monitoring visits at any time but will, whenever practical as determined at the sole discretion of OOG, provide the grantee with up to five (5) business days advance notice of any such examination or audit. Any audit of records shall be conducted at the grantee's principal place of business and/or the location(s) of the grantee's operations during the grantee's normal business hours. The grantee shall provide to OOG or its designees, on the grantee's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone services and Internet connectivity, utilities, and office-related equipment and duplicating services as OOG or its designees may reasonably require to perform the audits described in this Grant Agreement.

H. In addition to the information contained in the required reports, other information may be required as requested by OOG, including OOG asking for more information regarding project performance or funds expenditures. In the event OOG requires additional information regarding the information or data submitted, the grantee will promptly provide the additional information. The grantee also agrees to assist OOG in responding to questions and assisting in providing information responsive to any audit, legislative request, or other inquiry regarding the grant award. Upon the request of OOG, the grantee must submit to OOG any additional documentation or explanation OOG may desire to support or document the requested payment or report submitted under this Grant Agreement.

I. If after a written request by OOG or a relevant federal agency, the grantee fails to provide required reports, information, documentation, or other information within reasonable deadlines set by OOG or the relevant federal agency, as required by this Grant Agreement, or fails to fulfil any requirement in this section, then OOG may consider this act a possible default under this Grant Agreement, and the grantee may be subject to sanctions including but not limited to, withholdings and/or other restrictions on the recipient's access to grant funds; referral to relevant agencies for audit review; designation of the recipient as a high-risk grantee; or termination of awards.

J. The grantee agrees to hold any subcontractors or subgrantees to the provisions of this section and to require and maintain the documentation necessary to complete monitoring tasks performed by any subcontractor or subgrantee. The grantee shall ensure that this section concerning the authority to audit funds received indirectly by subcontractors through grantee and the requirement to cooperate is included in any subcontract it awards related to this grant. The grantee will direct any other entity, person, or contractor receiving funds directly under this Grant Agreement or through a subcontract under this Grant Agreement to likewise permit access to, inspection of, and reproduction of all books, records, and other relevant information of the entity, person, or contractor that pertain to this Grant Agreement.

### *10.4 Requirement to Address Audit Findings*

If any audit, financial or programmatic monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to OOG a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of OOG.

OOG, at its sole discretion, may impose remedies as part of a corrective action plan, including, but not limited to: increasing monitoring visits; requiring that additional or more detailed financial and/or programmatic reports be submitted; requiring prior approval for expenditures; requiring additional technical or management assistance and/or making modifications in business practices; reducing the grant award amount; and/or terminating this Grant Agreement. The foregoing are not exclusive remedies, and OOG may impose other requirements that OOG determines will be in the best interest of the State.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by OOG (and/or, in the case of federally funded grant, a relevant federal agency) through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by OOG within the time period specified by OOG and to the satisfaction of OOG, at the sole cost of the grantee. The grantee shall provide to OOG periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

### *10.5 Records Retention*

A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from OOG under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement. The grantee's automated systems, if any, must provide the means whereby authorized personnel have the ability to audit and to verify performance and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of payment information.

B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333, TxGMS, and state law.

   1. The grantee must retain these records and any supporting documentation until the third anniversary of the later date of (1) the submission of the final expenditure report, or (2) the resolution of all issues that arose from any litigation, claim, negotiation, audit, or administrative review involving the grant.

   2. Records related to real property and equipment acquired with grant funds shall be retained for three (3) years after final disposition.

   3. For all training and exercises paid for by this Grant, grantee must complete, deliver to the

appropriate source, and then retain copies of all after-action reports and certificates of training completion for the time period specified in this Section.

4. OOG or the Federal Funding Agency may direct a grantee to retain documents for longer periods of time or to transfer certain records to OOG or federal custody when OOG or the Federal Funding Agency determines that the records possess long term retention value.

5. The grantee must give the Federal Funding Agency, the Comptroller General of the United States, the Texas State Auditor's Office, OOG, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by grantee pertaining to this Grant including records concerning the past use of grant funds. Such rights to access shall continue as long as the records are maintained.

The grantee must include the substance of this Section in all subcontracts.

C. If the grantee collects personally identifiable information, it will have a publically-available privacy policy that describes what information it collects, how it uses the information, whether it shares the information with third parties, and how individuals may have their information corrected where appropriate. The grantee shall establish a method to secure the confidentiality of any records related to the grant program that are required to be kept confidential by applicable federal or state law or rules. This provision shall not be construed as limiting OOG's access to such records and other information under any provision of this Grant Agreement.

# 11 Prohibited and Regulated Activities and Expenditures

## *11.1 Inherently Religious Activities*

A grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may, of course, engage in inherently religious activities; however, these activities must be separate in time or location from the federally assisted program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. Grantees must also not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief in the delivery of services or benefits funded by the grant. These requirements apply to all grantees, not just faith-based organizations.

## *11.2 Political Activities*

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

A. Unless specifically authorized to do so by federal law, grant recipients or their subgrantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus

use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

D. Grant funds will not be used, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior approval of OOG and applicable federal funding agencies. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify OOG to obtain the appropriate disclosure form.

E. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

F. Grant funds – whether expended by the grantee or by any subgrantee or subcontractor – will not be used for political polling. This prohibition regarding political polling does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

G. As applicable, the grantee will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

The grantee will include the language of this section in the award documents for all subawards at all tiers and will require all subrecipients to certify accordingly.

### *11.3 Generally Prohibited Expenditures*

The following items and activities are specifically prohibited from being funded under this Grant Agreement:

A. Costs of advertising and public relations designed solely to promote the governmental unit;

B. Costs of international travel[1];

C. Costs of entertainment, including amusement, diversion, and social activities and any costs

[1] In certain circumstances international travel may be allowed under the Homeland Security Grant Program with prior written approval from the US Department of Homeland Security, Federal Emergency Management Agency (FEMA).

directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities);

D. Fundraising;

E. Lobbying;

F. Alcoholic beverages;

G. Costs to support any activity that has as its objective funding of sectarian worship, instruction, or proselytization; and

H. Promotional items and memorabilia, including models, gifts, and souvenirs.

### *11.4 Acorn*

The grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OOG.

### *11.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*

The John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), prohibits the purchase of certain telecommunications and video surveillance services or equipment from specified entities. For more information on this prohibition please refer to Public Law No. 115-232 at https://www.congress.gov/bill/115th-congress/house-bill/5515/text?format=txt.

## 12 Financial Requirements

### *12.1 Financial Status Reports*

Financial Status Reports must be submitted to OOG via eGrants. Unless otherwise specified by OOG, Reports may be submitted monthly but must be submitted at least quarterly. Reports are due after each calendar quarter regardless of when the grant was awarded. Due dates are:

1. April 22 (January-March quarter)
2. July 22 (April-June quarter)
3. October 22 (July-September quarter)
4. January 22 (October-December quarter)

A grant liquidation date will be established in eGrants. The final Financial Status Report must be submitted to OOG on or before the liquidation date or the grant funds may lapse and OOG will provide them as grants to others who need the funding. Payments will be generated based on expenditures reported in the reports. Upon OOG approval of the report, OOG will issue a payment through direct deposit or electronic transfer.

### *12.2 Approval of Financial Status Report*

Grant payments will be generated based on expenditures as reported in the Financial Status Reports in eGrants or, if authorized by OOG, through Advance Payment Requests. Upon OOG approval of a Financial Status Report or Advance Payment Request, a payment will issue through direct deposit or electronic transfer, though additional documentation may be required and this statement does not override other rules, laws or requirements. It is the policy of OOG to make prompt payment on the approval of a properly prepared and submitted Financial Status Report and any other required documentation.

### *12.3 Reimbursements*

OOG will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Each item of expenditure shall be specifically attributed to the eligible cost category as identified in the Grant Budget. The Grant Budget is established as provided in eGrants and is the approved budget for the planned expenditure of awarded grant funds, with expenditures identified by approved cost category. OOG is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

By submission of a Financial Status Report, the grantee is warranting the following: (1) all invoices have been carefully reviewed to ensure that all invoiced services or goods have been performed or delivered; (2) that the services or goods have been performed or delivered in compliance with all terms of this Grant Agreement; (3) that the amount of each new Financial Status Report added together with all previous Financial Status Reports do not exceed the Maximum Liability of OOG; and (5) the charges and expenses shown on the Request for Reimbursement are reasonable and necessary.

### *12.4 Generally Accepted Accounting Principles*

The grantee shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by the grantee. The grantee shall follow OOG fiscal management policies and procedures in processing and submitting requests for reimbursement and maintaining financial records related to this Grant Agreement.

### *12.5 Program Income*

"Program income" means gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Unless otherwise required under the terms of this Grant Agreement, any program income shall be used by the grantee to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. Program income shall be used to offset the grant award. The grantee shall identify and report this income in accordance with OOG's reporting instructions. The grantee shall expend program income during the term of this Grant Agreement; program income not expended during the term of this Grant Agreement shall be refunded to OOG.

### *12.6 Refunds and Deductions*

If OOG determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to OOG the amount identified by OOG as an overpayment. The grantee shall refund any overpayment to OOG within thirty (30) calendar days of the receipt of the notice of the overpayment from OOG unless an alternate payment plan is specified by OOG.

### *12.7 Liquidation Period*

The liquidation date is ninety (90) calendar days after the grant end date, unless otherwise noted in the original grant award or a grant adjustment. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to OOG.

### *12.8 Duplication of Funding*

If grantees receive any funding that is duplicative of funding received under this grant, they will notify OOG as soon as possible. OOG may issue an adjustment modifying the budget and project activities to eliminate the duplication. Further, the grantee agrees and understands that any duplicative funding that cannot be re-programmed to support non-duplicative activities within the program's statutory scope will be de-obligated from this award and returned to OOG.

### *12.9 Supplanting*

Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated, allocated or disbursed for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. For additional information on supplanting, refer to the Guide to Grants at https://eGrants.gov.texas.gov/updates.aspx.

## 13 Required Reports

### *13.1 Measuring, Reporting, and Evaluating Performance*

Grantees should regularly collect and maintain data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes specified in the program solicitation, or as otherwise specified by OOG. This evaluation includes a reassessment of project activities and services to determine whether they continue to be effective.

Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by OOG or its designee. If requested by OOG, the grantee shall report on the progress towards completion of the grant project and other relevant information as determined by OOG. To remain eligible for funding, the grantee must be able to show the scope of services provided and their impact, quality, and levels of performance

against approved goals, and that their activities and services effectively address and achieve the project's stated purpose.

### *13.2 Report Formats, Submissions, and Timelines*

The grantee shall provide to OOG all applicable reports in a format and method specified by OOG. The grantee shall ensure that it submits each report or document required by OOG in an accurate, complete, and timely manner to OOG or the Federal sponsoring agency, as specified by this Grant Agreement or OOG, and will maintain appropriate backup documentation to support the reports. Unless filing dates are given herein, all other reports and other documents that the grantee is required to forward to OOG shall be promptly forwarded.

### *13.3 Failure to File Required Reports*

Failure to comply with submission deadlines for required reports, Financial Status Reports, or other requested information may result in OOG, at its sole discretion, placing the grantee on immediate financial hold without further notice to the grantee and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If the grantee is placed on financial hold, OOG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time the grantee was placed on financial hold.

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy
Executive Director
Public Safety Office

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-960 |

**From:**
ARMANDO ESPINOZA

**Subject:**
Approval on Resolution 2024-70 to apply for the FY2025 Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant in the amount not to exceed $61,000 with 20% match required not to exceed $12,200 to purchase fixed lpr cameras and have access to software data, and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

**Background:**
To incorporate automatic license plate reader programs, surveillance equipment, and other uses of technology to increase the number of stolen catalytic converters recovered and the number of persons arrested for catalytic converter crimes.

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

| | | |
|---|---|---|
| Amount: $48,800<br>$12,200 | Term of Impact: FY 2024-2025<br>FY 2024-2025 | 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)**:**

ARMANDO ESPINOZA Created
JOEL RIVERA
Martin Garza

**City Manager Comments:**
Approved as recommended by Police Department Staff.

**Staff Recommendation:**
Recommend Approval

**Attachments, if any:**
MVCPA_FY2025_RFA-SB224_CatalyticConverterGrant_SecondSolicitation, R2024-70 Catalytic Converter Grant

**Responsibilities upon Approval:**

# MOTOR VEHICLE CRIME PREVENTION AUTHORITY

## Fiscal Year 2025 Request for Applications, 2nd Solicitation – SB 224 Catalytic Converter Grant

## September 16, 2024

### Notice of Request for Applications

The Motor Vehicle Crime Prevention Authority **(MVCPA)** has authorized the issuance of the Fiscal Year 2025 **(FY 2025) Request for Applications (RFA).** Senate Bill 224 provides that, "The money deposited to the credit of the general revenue fund for coordinated regulatory and law enforcement activities intended to detect and prevent catalytic converter theft in this state… may be appropriated to the Authority for the activities required by this section." To implement SB 224, the MVCPA is providing grants to local law enforcement taskforces and agencies to combat Catalytic Converter Theft. Eligible applicants may request funds for program operation by submission of an application consistent with the information, including the requirements and conditions stated in this RFA. This RFA is posted in the Texas Register for at least thirty (30) days prior to the due date for Applications.

All applications submitted will be for FY 2025. If awarded an FY 2025 SB 224 Catalytic Converter Grant, the MVCPA may provide a FY 2026 grant subject to availability of funding and grantees' positive program performance. The MVCPA may use the same FY 2025 application and prorated budget values as originally submitted for the additional period. Any ongoing program (scope) changes or budget changes will be submitted by grantees through the grant adjustment process after the creation of the second-year grants.

### Due Date

Grant Applications from eligible applicants must be completely submitted on-line at https://MVCPA.tamu.edu on or before **5:00 PM, November 12, 2024. First**

**time applicants must establish an account and perform account setup steps prior to an application being able to be submitted.**

The required Resolution and any optional supporting documents must be scanned and submitted as attachments to the application at https://MVCPA.tamu.edu on or before **5:00 PM, November 12, 2024.**

## Applicable Authority and Rules

Motor Vehicle Crime Prevention Authority grant programs are governed by the following statutes, rules, standards, and guidelines:

- Texas Transportation Code Chapter 1006 (https://statutes.capitol.texas.gov/Docs/TN/htm/TN.1006.htm)
- Texas Administrative Code (TAC): Title 43; Part 3; Chapter 57 (https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=3&ti=43&pt=3)
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts (https://comptroller.texas.gov/purchasing/grant-management/)
- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and any subsequent adopted grantee instruction manuals (https://www.txdmv.gov/sites/default/files/body-files/MVCPA_FY20_Grant_Admin_Manual.pdf)
- This Request for Applications issued on **September 16, 2024.**

## Eligible Applicants.

Only Texas law enforcement agencies through their city or county are eligible to apply for the FY 2025 SB 224 Catalytic Converter Grant funding.

## Application Category

New Grant – These are potentially annual grants subject to available legislative funding. A 20 % Cash Match is required for this application. Applicants meeting

the eligibility requirements may submit a new grant application to the priority established by the MVCPA in the FY 2025 RFA. New applicants shall email MVCPA at GrantsMVCPA@txdmv.gov from an official governmental agency email account to request an account and that access be established.

## Grant Type

Reimbursement – This is a total program budget reimbursement grant. Applicants that are awarded grants will expend local (agency) funds and then will be reimbursed quarterly, subject to compliance with standard and special conditions as contained in the Statement of Grant Award (SGA), at the agreed rate for all allowable, reasonable, and necessary program costs incurred.

## Grant Term

The FY 2025 grant cycle is a one (1) year funding cycle to begin on **Signing Date of Resolution by Authorized Official, 2024, and end August 31, 2025.** Subject to availability of funding and grantees' positive program performance the MVCPA may provide a FY 2026 grant using the same on-line application systems and prorated budget values as originally submitted. No obligations or expenses may be incurred or made outside of the grant period(s).

## Method of Application

Grant Applications from eligible applicants shall be submitted on-line at https://MVCPA.tamu.edu **on or before 5:00 PM, November 12, 2024**. All forms will be completed on-line. The Resolution and all supporting documents must be submitted as attachments.

## Resolution Required

A Resolution (Order or Ordinance) by the applicant governing body is required to make application for these funds. The resolution shall provide that the governing body applies for the funds for the purpose provided in statute (SB 224 and this RFA) and agrees to return the grant funds in the event of loss or misuse and

designate the officials that the governing body chooses as its agents to make uniform assurances and administer the grant if awarded.

Only the governing body that submits an application needs to adopt and submit a Resolution. Participating jurisdictions in multi-agency taskforces shall agree and commit to the grant through Interlocal Cooperation Contract or agreements as provided under Texas Local Government Code Chapter 362, Texas Government Code Chapter 791, and TxGMS.

In the event a governing body has delegated the application authority to a city manager, chief of police, sheriff or other official, then applicants must submit on-line a copy of the delegation order (documentation) along with the Resolution signed by the official. A sample Resolution is attached as Appendix A.

**Program Category**

To be eligible for consideration for funding, a law enforcement taskforce grant application must be designed to support one or more of the following MVCPA program categories (43 TAC §57.14):

**Law Enforcement, Detection, and Apprehension** - provide financial support to law enforcement agencies for catalytic converter theft and crime enforcement teams (referred to as taskforces). Taskforces will develop organized methods to combat catalytic converter theft through the enforcement of applicable law. This may include recovery of vehicles, clearance of cases, arrest of law violators, and disruption of organized motor vehicle crime. This category includes development of uniform programs to prevent stolen catalytic converters from entering Mexico or being removed from Texas through outbound seaports.

**Prosecution/Adjudication/Conviction** - provide financial support for taskforces to work with prosecutors and the judiciary to implement programs designed to reduce the incidence of catalytic converter theft.

**Prevention, Anti-Theft Devices and Automobile Registration** - provide financial support for taskforces to work with organizations and communities to reduce the incidence of catalytic converter theft. The application shall demonstrate how financial support will assist motor vehicle owners to reduce catalytic converter theft.

**Reduction of the Sale of Stolen Vehicles or Parts** - provide financial support for taskforces to work with businesses, organizations, and communities to reduce the sale of catalytic converters. Applicants will develop organized methods to combat the sale of stolen catalytic converters using any of the following: vehicle identification number (VIN) inspections; inspections of motor vehicle part and component distribution enterprises; parts labeling and etching methods; and means to detect the fraudulent sale of stolen catalytic converters.

**Educational Programs and Marketing** – provide financial support for taskforces to work with individuals, businesses, organizations, and communities to assist motor vehicle owners in detecting and preventing catalytic converter theft. Develop and provide specialized training or education program(s) to the public on detecting and preventing catalytic converter theft, law enforcement on interdiction and prosecution, and government officials on detecting and preventing catalytic converter theft in this state.

**Priority Funding**

The MVCPA enabling statute provides that "The authority shall allocate grant funds primarily based on the number of motor vehicles stolen in, or the motor vehicle burglary or theft rate across, and the number of fraud-related motor vehicle crimes committed in the state rather than based on geographic distribution." (TTC Section 1006.151(c); SB 224). In addition, the following grant features will be given priority consideration in evaluating new grant applications:

**Continuing Funded Programs in Compliance with MVCPA Grant Conditions -** Applications that provide for the continuation of existing programs that currently meet the program and fiscal reporting conditions of the MVCPA grant program. Applicants must provide the ongoing need and their progress and impactful performance toward detecting and preventing catalytic converter theft.

The applicant must describe the experience and qualifications of investigators used in the program and how utilization of grant inventory and resources for continued operation of these specialized investigative grant programs are useful for state and local governments.

**Programs to Combat Organized Catalytic Converter Crime** – Applications for detecting and preventing catalytic converter theft enforcement teams that introduce, increase, or expand efforts to detect and prevent theft of catalytic converters by organized crime.

**Border and Port Security** – Applications that provide specific initiatives to identify and prevent stolen catalytic converters from crossing the border with Mexico using automatic license plate readers, training of local state and federal personnel in the identification of stolen vehicles, and bridge and port inspections.

**Use of Technology** – Applications that incorporate automatic license plate reader programs, surveillance equipment, and other uses of technology to increase the number of stolen catalytic converters recovered and the number of persons arrested for catalytic converter crimes.

**Theft of Parts from a Motor Vehicle** – Applications that incorporate a reasonable, objective plan to combat and prevent the theft of catalytic converters.

**Dedicated Prosecutors** – Applications that incorporate a dedicated prosecutor to increase the priority of catalytic converter theft prosecutions and decrease the number of repeat offenders through successful and timely prosecution efforts.

## Supporting Documents

Documents that provide evidence of local support or commitment from other officials or agencies for the application may be submitted following the same instructions as the Resolution. Interagency agreements shall be submitted prior to payments being authorized if an award is made. MVCPA recommends that interagency agreements be completed after award determinations are made to ensure correct amounts are reflected in those agreements. All interagency agreements must meet the conditions and elements required in the TxGMS.

## Supplanting Prohibited

Grant funds provided by the Authority under this RFA shall not be used to supplant federal, state, or local funds that otherwise would be available for the same purposes (43 Texas Administrative Code §57.9). Supplanting means the replacement of other funds with MVCPA grant funds. This shall include using existing resources already available to a program activity as cash match.

**NICB** – Applicants may enter into formal agreements with the National Insurance Crime Bureau (NICB) to work on grant funded activities. The amount of salary and other direct costs related to the work on grant activity provided by the NICB may be reported. Time certifications are required to be made by the employee for these positions as required by TXGMS.

## In-Kind Match

Only include in-kind match if necessary for the local jurisdiction. In-kind match may be used to: 1) reflect the total level of jurisdictions' effort/costs to combat catalytic converter theft; 2) reflect how the grant program fits into jurisdictions' operation; 3) effectively operate a single program with multiple funding streams;

and/or 4) contributions from the applicant or third parties that are for grant funded activity. Costs in detail line items shall not be split between in-kind match and grant funding. For example, the entire salary of an officer shall be placed in one expense type rather than split between grant and in-kind.

**Reporting and Webinar Attendance Requirements**

Applicants that are awarded grants will be required to provide:

**Quarterly Progress Reports** - The MVCPA requires the submission of quarterly progress reports to demonstrate progress toward meeting goals and activities provided in the grant application. These include: 1) Monthly progress toward meeting statutorily required performance measures; 2) Monthly progress recorded on the *Goals, Strategies and Activities report;* and 3) Quarterly Summary and Success section. Grantees designated as Border/Port Security grants are required to complete additional sections required by the Texas Legislature.

**Quarterly Financial Reports** – Reports of actual expenses incurred are required to request funds. All expenditures must be in accordance with local policies and procedures and grant requirements. Grantees shall review all expenditures, ensure all applicable regulations are followed, and maintain documentation that is accurate and complete. All expenses must be supported by appropriate documentation.

**Webinar Attendance:** One grant financial representative from the applicant agency is required to attend a monthly session via teleconference or webinar that includes information on MVCPA grant administration.

One law enforcement officer is required to attend the information sharing and networking sessions on a monthly session via teleconference or webinar that includes law enforcement issues and other MVCPA issues critical to the successful operation of MVCPA taskforces.

**Funding Requirements and Conditions:**

**State Funds Availability** – All awards by the MVCPA are subject to availability of state funds.

**Right of Refusal** – The Authority reserves the right to reject any or all the applications submitted.

**Awards** – Publishing the RFA does not legally obligate the Authority to fund any programs.

**Partial Funding** – The Authority may choose to offer funds for all, or any portion of a program submitted in an application.

**Substitution** – The Authority may offer alternative funding sources, special conditions, or alternative program elements in response to submitted Applications.

**Application Required** – Registration for on-line access is required. The MVCPA is not responsible for applicants that cannot complete the registration and application process on time.

**No Alternative Application Submission** – Paper applications and requests for funding are not accepted in lieu of the on-line grant application process.

**Review Criteria** – Authority staff and any designated MVCPA Board member(s) will review each grant using subjective and objective tools and comparative analysis. The weight given to each section or combination of sections is at the sole discretion of the Authority.

**Questions and Clarification** – During the review period, the applicant may be contacted by Authority staff to answer questions or to seek clarification regarding information provided in the application. Failure to promptly respond will not disqualify an applicant, but information that is submitted after the review period may not be considered.

**Final Selection** – The Authority may select and award programs that best meet the statutory and legislative purposes of SB 224 and that reflect its current priorities. No appeal may be made regarding the Authority's decisions.

**Changes in Application** – If an applicant proposes changes to be made in the program type or participation of jurisdictions after an award is determined, then the Authority will review the changes and may make modifications (including the amount) or cancel the award as deemed appropriate by the Authority.

**Delayed Start** – An applicant that is awarded a grant and does not begin operations within 30 days of the issuance of the Statement of Grant Award is considered terminated.

**Application instructions** – the MVCPA will provide additional details and instructions in the on-line application system that are incorporated by reference as part of this RFA and which must be followed during the application and award process.

**Program Income** – is defined in the TxGMS. Current grantees carrying forward program income to future years will follow the new rules established by the Texas Comptroller and MVCPA Grant Administrative Manual.

**TCOLE Certifications Required** – All law enforcement agencies regulated by Chapter 1701, Occupations Code must certify that they are in compliance with the Texas Commission on Law Enforcement standards or provide a certification from the Texas Commission on Law Enforcement that states that the requesting agency is in the process of achieving compliance with said rules.

**Selection Process:**

Eligible applications will be reviewed. Grant award decisions by MVCPA are final and not subject to judicial review.

Applications that do not meet the stated requirements of this RFA and that are not eligible for review will be notified within ten (10) working days after the due date.

**Application Workshop**

**Potential applicants are requested to attend the on-line "Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant Application Workshop" which has been scheduled for: Wednesday November 20, 2024 (1:30 PM to 3:00 PM). Join by using the following links:**

**THIS MEETING WILL BE HELD REMOTELY VIA MICROSOFT TEAMS MEETING**

Join on your computer, mobile app or room device.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2IwNjI4MWYtNTQxYy00YTM5LTlkMTUtYWU2YTY2YzUzZWMx%40thread.v2/0?context=%7b%22Tid%22%3a%2272719f70-3533-46b3-9456-ec1235143768%22%2c%22Oid%22%3a%22a810f53f-9b01-49b0-9a51-e2652a0e7c64%22%7d

Meeting ID: 299 797 027 424
Passcode: 5nydFF

Download Teams (https://www.microsoft.com/en-us/microsoft-teams/download-app)

Join on the web (https://www.microsoft.com/microsoft-teams/join-a-meeting)

**Or call in (audio only)**

+1 737-787-8456,, 138752901#  United States, Austin

Phone Conference ID: 138 752 901#

**MVCPA Application Checklist**

Each Applicant must:

1) Complete the on-line Application on or before **5:00 PM, November 12, 2024.**
2) Complete the Resolution with the city or county and attach with other supporting documents on or before **5:00 PM, November 12, 2024.**

2025 **Blank City / County** Resolution or Order or Ordinance

**Motor Vehicle Crime Prevention Authority**

**2025 Blank City / County Resolution**

**FY 25 SB 224 Catalytic Converter Grant Program**

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, [ GOVERNMENTAL ENTITY] has agreed that in the event of loss or misuse of the grant funds, [ GOVERNMENTAL ENTITY] agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that [NAME], [TITLE], is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that [Name] is designated as the Program Director and [Name] is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2024.

_____

NAME

TITLE: County Judge /Mayor/ City Manager

# RESOLUTION NO. 2024-70

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

**WHEREAS** this grant (FY 25 SB 224 Catalytic Converter Grant) program will assist this jurisdiction to combat catalytic converter theft; and

**WHEREAS**, the City of Weslaco has agreed that in the event of loss or misuse of the grant funds, the City of Weslaco agrees and assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

**NOW THEREFORE, BE IT RESOLVED** and ordered that Robert Lopez, Captain is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

**BE IT FURTHER RESOLVED** that Robert Lopez is designated as the Program Director and Robert Lopez is designated as the Financial Officer for this grant.

**Passed and approved** this 15th day of October 2024.

CITY OF WESLACO

_____

Adrian Gonzalez, **MAYOR**

**ATTEST**:

_____

Norma A. Cantu, **CITY SECRETARY**

**APPROVED AT TO FORM:**

_____

Eden Ramirez, **INTERIM CITY ATTORNEY**

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-953 |

**From:**
ROSA Badillo

**Subject:**
Approval to use the Court Technology Fund to pay for the yearly maintenance fee for Tyler Technologies Incode Software System for Municipal Court, which includes the following services: Court Case Management, and Third Party System Software (System Software Non SQL Maintenance) in the amount not to exceed $11,643.88 and authorize the Mayor to execute any related items. (Staffed by the Municipal Court.) Attachment.

**Background:**
Every year we pay a yearly maintenance fee to use our Incode Version 9 software system for the court to function. There is no cost to the city.

**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)**:**

| | |
|---|---|
| ROSA Badillo<br>ROSA Badillo<br>Martin Garza | Created |

**City Manager Comments:**

**Staff Recommendation:**
Staff Recommends approval.

**Attachments, if any:**
City Hall Memo, Tyler Techonologies Invoice 2024- 2025, Tyler Technologies Credit Memo

**Responsibilities upon Approval:**
Once the City Commission approves, we will proceed to work on the Purchase Order to pay for service that will be rendered.

# 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**

INTERDEPARTMENTAL MEMO
WESLACO MUNICIPAL COURT

DATE: October 7, 2024

TO: Mayor & City Commissioners

FROM: Rosa Badillo, Court Administrator

SUBJECT: Court Technology Fund

The Municipal Court must pay a yearly fee for the usage of our Tyler Technologies Incode Software. The Municipal Court has a Court Technology Fund to pay for any maintenance fee regarding any software that the Court uses. There was a credit to the initial invoice due to some modifications to the software that we are using. The final amount that Court will be paying will be $11,643.88. See attachments.

Should you have any questions or comments, please do not hesitate to contact me.

# Invoice

**Remittance:**
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

| Invoice No | Date | Page |
|---|---|---|
| 025-476247 | 09/01/2024 | 1 of 1 |

**Questions:**
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To WESLACO MUNICIPAL COURT
255 SOUTH KANSAS
WESLACO, TX 78596

Ship To WESLACO MUNICIPAL COURT
255 SOUTH KANSAS
WESLACO, TX 78596

| Cust No.-BillTo-ShipTo | Ord No | PO Number | Currency | Terms | Due Date |
|---|---|---|---|---|---|
| 45019 - 10704 - 10704 | 200508 | | USD | NET30 | 10/01/2024 |

| Contract Date | Description | Units | Rate | Extended Price |
|---|---|---|---|---|
| Contract No.: Weslaco, City of | | | | |
| Cycle: Start: 01/Oct/2024, End: 30/Sep/2025 | | | | |
| Municipal Justice Annual Fees | | 1 | | $14,458.47 |
| 01/Dec/2009 | Court Case Management | | | |
| | Cycle: Start: 01/Oct/2024, End: 30/Sep/2025 | | | |
| 01/Dec/2009 | Police (non-INCODE Interface to Court | | | |
| | Cycle: Start: 01/Oct/2024, End: 30/Sep/2025 | | | |
| Third Party System Software | | 1 | | $76.70 |
| 01/Dec/2009 | System Software Non SQL Maintenance | | | |
| | Cycle: Start: 01/Oct/2024, End: 30/Sep/2025 | | | |

****ATTENTION****
**Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.**

| | |
|---|---|
| **Subtotal** | 14,535.17 |
| **Sales Tax** | $0.00 |
| **Invoice Total** | 14,535.17 |

**Remittance:**
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

# Credit Memo

| Invoice No | Date | Page |
|---|---|---|
| 025-480424 | 09/19/2024 | 1 of 1 |

**Questions:**
Tyler Technologies- Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

Bill To WESLACO MUNICIPAL COURT
255 SOUTH KANSAS
WESLACO, TX 78596

Ship To WESLACO MUNICIPAL COURT
255 SOUTH KANSAS
WESLACO, TX 78596

| Cust No.-BillTo-ShipTo | Ord No | PO Number | Currency | Terms | Due Date |
|---|---|---|---|---|---|
| 45019 - 10704 - 10704 | | | USD | RECEIPT | 09/19/2024 |

| Contract Date | Description | Units | Rate | Extended Price |
|---|---|---|---|---|
| Municipal Justice Annual Fees | Police (non-INCODE Interface to Court | 1 | | $2,891.29 |

***Comments:*** Applied to Invoice 025-476247 (10/01/2024 - 09/30/2025)

****ATTENTION****
**Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.**

| | |
|---|---|
| **Subtotal** | (2,891.29) |
| **Sales Tax** | $0.00 |
| **Invoice Total** | (2,891.29) |

# Standardized Agenda Request Form

| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-948 |
|---|---|

**From:**
REBEKAH DE LA FUENTE

**Subject:**
Discussion and consideration after public hearing on behalf of Gloria Salazar to approve a Conditional Use Permit to operate an event center at 2611 N Texas Blvd. Ste. 5, also being Lot 3, Block 1, Tejas Development, Weslaco, Hidalgo County, Texas, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

**Background:**
The applicant is requesting to obtain a Conditional Use Permit to operate an Event Center. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on September 20, 2024.

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

| Amount: | Term of Impact: | Identified in Current Budget: |
|---|---|---|

**Additional Action Prompted:**
Mayor's Signature
Public Hearing

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

**If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:**
Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 11, 2024.

**Advisory Review, if any** (name of board/committee, date of action, recommendation)**:**
The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of October 2, 2024.

| | |
|---|---|
| FLOR ELISA ACUNA | Created/Initiated |
| REBEKAH DE LA FUENTE | Approved |
| Martin Garza | New |

**City Manager Comments:**
Approved as recommended by Staff.

**Staff Recommendation:**
Staff recommends approval.

**Attachments, if any:**
CUP-2611 n texas blvd ste 5 - Memo, 2611 n texas blvd. Ste 5-Application, Notice and Radius Map, 2611 N Texas Ste 5- Areial

**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

**M E M O**

TO: Mayor and City Commission

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

RE: CUP- 2611 N Texas Blvd Ste 5

DATE: October 2, 2024

---

The applicant is proposing to obtain a permit for a small event center. The applicant has already gone through a facility inspection and meet all requirements. The site will host small events. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM

# APPLICATION FOR CONDITIONAL USE PERMIT

USE-000684-2024

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 for which Conditional Use Permit is requested:

Lot 3 AND 4A HIDALGO COUNTY PROPERTY ID: 294038 AND 577373 Block 1

Subdivision Name TEJAS DEVELOPMENT

Street Address 2611 N TEXAS BLVD

Existing Zoning OFFICE / RETAIL Existing Land Use OFFICE / RETAIL

Purpose for the Conditional Use Permit Request SUITE 5 SMALL PARTY CENTER MAX 60 PEOPLE

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

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

## APPLICANT

Name Gloria Salazar Phone 956 998-1479

Address 217 North Beto Garcia Dr Fax:

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

## OWNER

Name SMART STAR PROPERTIES / MONICA GREER Phone 956 521-9779

Address PO BOX 3606 Fax:

City BROWNSVILLE State TX Zip Code 78523 E-Mail: smartstarprop@gmail.com



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

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

Yes_____ No XX

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

Signature _____ Date 08/17/2024
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

**STAFF USE ONLY**

Accepted By_____ Payment Received By _____ Date Paid_____

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

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

City Commission Notice of Public Hearing Published in Newspaper — Date _____

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

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

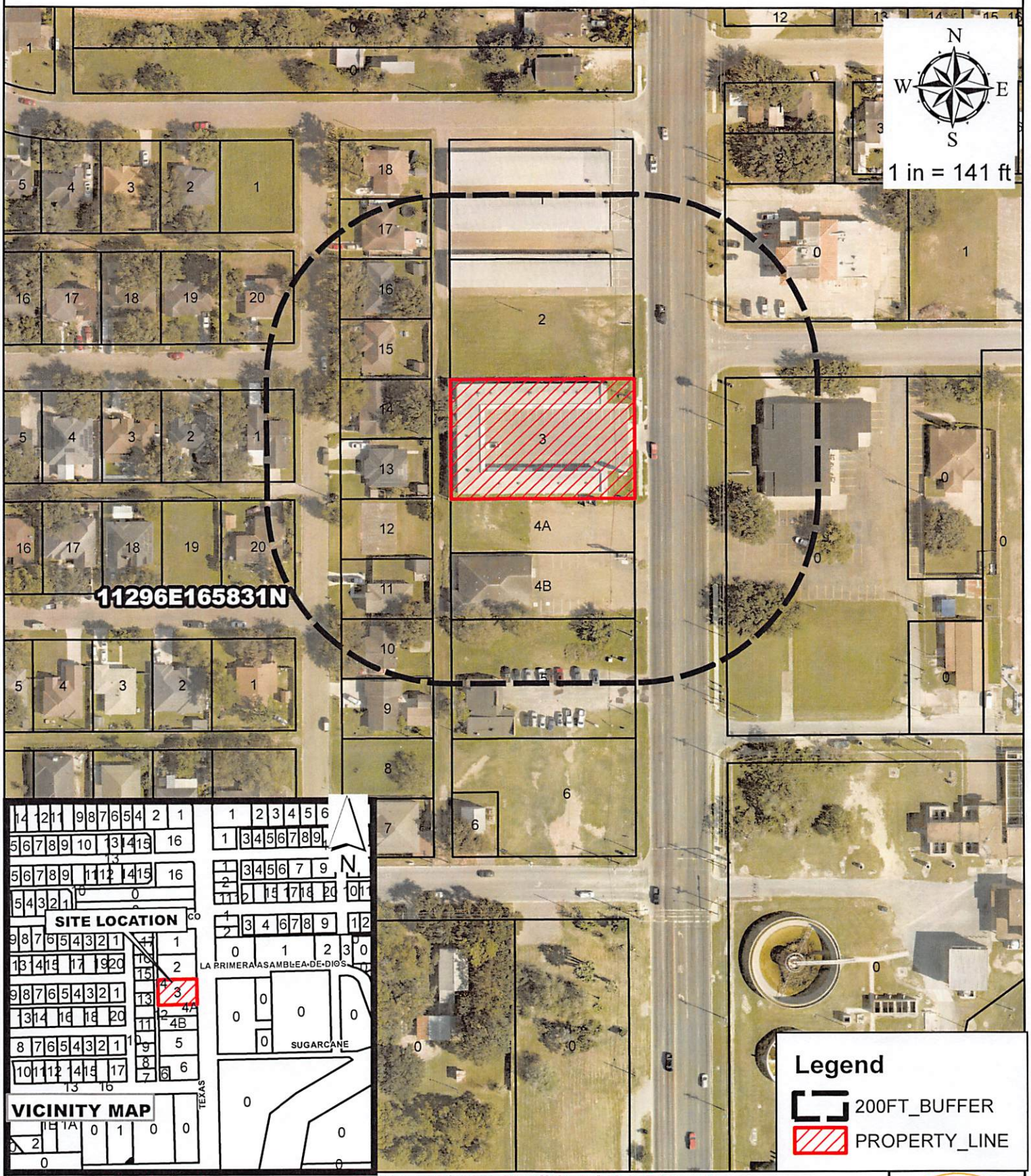


255 S. KANSAS AVE ■ WESLACO, TEXAS 78596-6285 ■ 956-447-3401 ■ (Fax) 956-973-3128 ■ WWW.WESLACOTX.GOV

Planning & Code Enforcement

# CITY OF WESLACO

Planning & Code Enforcement




**Gloria Salazar**
**2611 N Texas Blvd Ste 5**
**Tejas Development**

**Purpose for the Conditional Use Request**

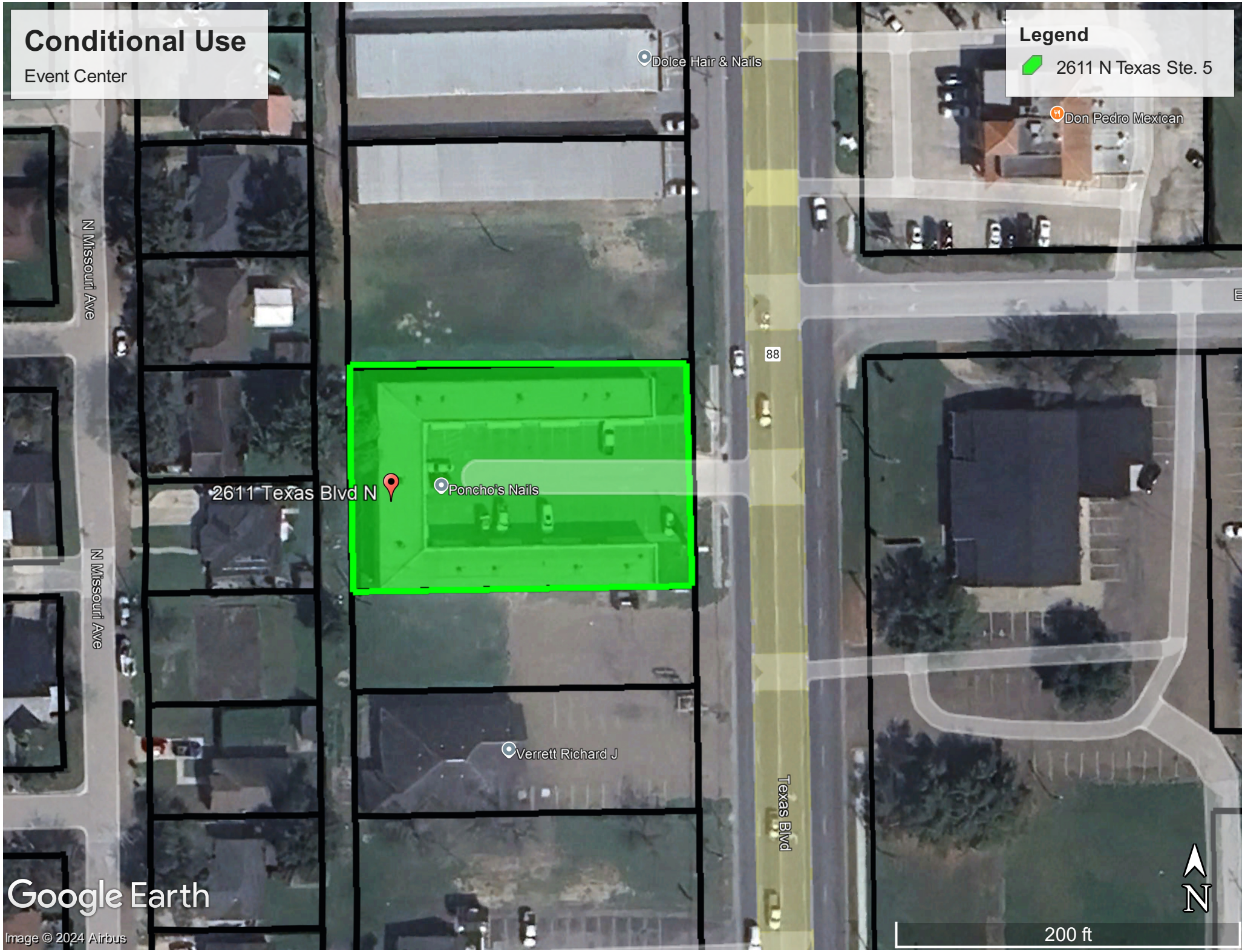
**Existing zoning:** B-2
**Existing land use:** Commercial
**CUP Reques:** Event Center

City of Weslaco Code Enforcement Dept.

SEP 17, 2024

| | | |
|---|---|---|
| TEJAS BUILDING & DEV INC<br><br>2623 N TEXAS BLVD<br>WESLACO TX 78599 | T1200-00-001-0001-00<br>TEJAS DEVELOPMENT LOT 1 BLK 1<br><br>2707 N TEXAS BLVD | L: 195000<br><br>B: 144878 |
| TEJAS DEVELOPMENT<br><br>2623 N TEXAS BLVD<br>WESLACO TX 78599 | T1200-00-001-0002-00<br>TEJAS DEVELOPMENT LOT 2 BLK 1<br><br>2623 N TEXAS BLVD | L: 195000<br><br>B: 46060 |
| SMART STAR PROPERTIES LTD<br><br>PO BOX 3606<br>BROWNSVILLE TX 78523 | T1200-00-001-0003-00<br>TEJAS DEVELOPMENT LOT 3 BLK 1<br><br>2611 N TEXAS BLVD | L: 195000<br><br>B: 542256 |
| DE LA GARZA NORMA E<br>JOSE OMAR ESCOBAR<br>1632 E BUSINESS 83<br>WESLACO TX 78596 | T1200-00-001-0005-00<br>TEJAS DEVELOPMENT LOT 5 BLK 1<br><br>2517 N TEXAS BLVD | L: 195000<br><br>B: 51810 |
| OZUNA EPHRAIM & MARIA ELENA<br><br>2514 N MISSOURI<br>WESLACO TX 78599 | T1200-00-001-0009-00<br>TEJAS DEVELOPMENT LOT 9 BLK 1<br><br>2514 N MISSOURI AVE | L: 37700<br><br>B: 86623 |
| GARCIA RICARDO JR<br><br>2520 N MISSOURI AVE<br>WESLACO TX 78599 | T1200-00-001-0010-00<br>TEJAS DEVELOPMENT LOT 10 BLK 1<br><br>2520 N MISSOURI AVE | L: 37700<br><br>B: 88766 |
| OCHOA MARIO<br><br>2526 N MISSOURI AVE<br>WESLACO TX 78599 | T1200-00-001-0011-00<br>TEJAS DEVELOPMENT LOT 11 BLK 1<br><br>2526 N MISSOURI AVE | L: 37700<br><br>B: 140991 |
| FAZ RAMIRO & GLENDELIA<br><br>316 JALAPA ST<br>WESLACO TX 78599 | T1200-00-001-0012-00<br>TEJAS DEVELOPMENT LOT 12 BLK 1<br><br>2604 N MISSOURI AVE | L: 37700<br><br>B: 10270 |
| GARCES GAMALIEL GARZA<br><br>1427 EL CAMINO DR<br>WESLACO TX 78599 | T1200-00-001-0013-00<br>TEJAS DEVELOPMENT LOT 13 BLK 1<br><br>2610 N MISSOURI AVE | L: 26975<br><br>B: 94619 |
| MALDONADO CARLOS<br><br>2115 N MISSOURI AVE<br>WESLACO TX 78599 | T1200-00-001-0014-00<br>TEJAS DEVELOPMENT LOT 14 BLK 1<br><br>2614 N MISSOURI AVE | L: 37700<br><br>B: 87148 |
| CAVAZOS REINALDO JR & JESSICA<br><br>2620 N MISSOURI AVE<br>WESLACO TX 78599 | T1200-00-001-0015-00<br>TEJAS DEVELOPMENT LOT 15 BLK 1<br><br>2620 N MISSOURI AVE | L: 37700<br><br>B: 153639 |
| MERCADO ZACHARY D & STEPHANIE<br><br>2624 M MISSOURI AVE<br>WESLACO TX 78599 | T1200-00-001-0016-00<br>TEJAS DEVELOPMENT LOT 16 BLK 1<br><br>2624 N MISSOURI AVE | L: 37700<br><br>B: 151043 |

| | | | |
|---|---|---|---|
| BAEZ IRAM & DORA A BRISENO<br><br>2121 N MISSOURI AVE<br>WESLACO TX 78599 | T1200-00-001-0017-00<br>TEJAS DEVELOPMENT LOT 17 BLK 1<br><br>2704 N MISSOURI AVE | L:<br><br>B: | 37700<br><br>127489 |
| DAVILA RUBEN<br><br>2123 N MISSOURI AVE<br>WESLACO TX 78599 | T1200-00-001-0018-00<br>TEJAS DEVELOPMENT LOT 18 BLK 1<br><br>2710 N MISSOURI AVE | L:<br><br>B: | 37120<br><br>133620 |
| SMART STAR PROPERTIES LTD<br><br>PO BOX 3606<br>BROWNSVILLE TX 78523 | T1200-00-001-004A-00<br>TEJAS DEVELOPMENT LOT 4A BLK 1<br><br>2605 N TEXAS BLVD | L:<br><br>B: | 87750<br><br>7068 |
| ARREDONDO GUADALUPE<br><br>321 E MESQUITE ST<br>WESLACO TX 78596 | T1200-00-001-004B-00<br>TEJAS DEVELOPMENT LOT 4B BLK 1<br><br>2601 N TEXAS BLVD | L:<br><br>B: | 107250<br><br>98554 |
| GALVAN JORGE<br><br>210 W ZACATECAS ST<br>WESLACO TX 78599 | T1200-00-002-0020-00<br>TEJAS DEVELOPMENT LOT 20 BLK 2<br><br>210 ZACATECAS ST | L:<br><br>B: | 46400<br><br>98801 |
| GONZALEZ JOE P & HILDA<br><br>209 W ZACATECAS ST<br>WESLACO TX 78599 | T1200-00-003-0001-00<br>TEJAS DEVELOPMENT LOT 1 BLK 3<br><br>209 ZACATECAS ST | L:<br><br>B: | 46400<br><br>115556 |
| RODRIGUEZ ELODIA<br><br>210 JALAPA ST<br>WESLACO TX 78599 | T1200-00-003-0020-00<br>TEJAS DEVELOPMENT LOT 20 BLK 3<br><br>210 JALAPA ST | L:<br><br>B: | 46400<br><br>76676 |
| LICON ALMADA FAMILY LIMITED<br><br>3530 PLAZAS DEL LAGO DR<br>EDINBURG TX 78539 | W3800-00-107-0000-00<br>WEST TRACT-S150'-N711'-E220'-W250' FT<br>ET<br>2708 N TEXAS BLVD | L:<br><br>B: | 248288<br><br>97602 |
| GUERRA FUNERAL HOME OF<br><br>PO BOX 72<br>WESLACO TX 78599 | W3800-00-107-0000-02<br>WEST TRACT S389'-W268.80' FT 107<br>NET<br>201 WATER ST | L:<br><br>B: | 413820<br><br>169856 |


Conditional Use
Event Center
Legend
2611 N Texas Ste. 5
Dolce Hair & Nails
Don Pedro Mexican
N Missouri Ave
N Missouri Ave
88
2611 Texas Blvd N
Poncho's Nails
Verrett Richard J
Texas Blvd
Google Earth
Image © 2024 Airbus
N
200 ft

# Standardized Agenda Request Form

| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-949 |
|---|---|

**From:**
REBEKAH DE LA FUENTE

**Subject:**
Discussion and consideration to approve Ordinance 2024-30 for the Voluntary Annexation of Alto Bonito also being Lot 2 Reisser Subdivision an 8.172-acre tract of land, Weslaco, Hidalgo County, Texas located West of 18th Street East of South Milanos Rd. and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-30. Possible action. (Staffed by Planning & Code Enforcement Department.)

**Background:**
The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8” waterline and sewer by City of Weslaco through an 8” sewer line. The property is within a Flood Zone “X”.

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

| Amount: | Term of Impact: | Identified in Current Budget: |
|---|---|---|

**Additional Action Prompted:**
Mayor's Signature
Ordinance - First Reading

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

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

**Advisory Review, if any** (name of board/committee, date of action, recommendation)**:**
The Planning and Zoning Commission recommended approval of the annexation at their regular meeting of October 2, 2024.

| | |
|---|---|
| FLOR ELISA ACUNA | Created/Initiated |
| REBEKAH DE LA FUENTE | Approved |
| Martin Garza | New |

**City Manager Comments:**
Approved as recommended by Staff.

**Staff Recommendation:**

Staff recommends approval.

**Attachments, if any:**
Voluntary Annexation- Alto Bonito - Memo, alto bonito - areial, Alto bonito subd. -Application, O2024-30 Alto Bonito-Annex Ordinance

**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

**M E M O**

TO: Mayor and City Commission

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

RE: Voluntary Annexation- Alto Bonito

DATE: October 8, 2024

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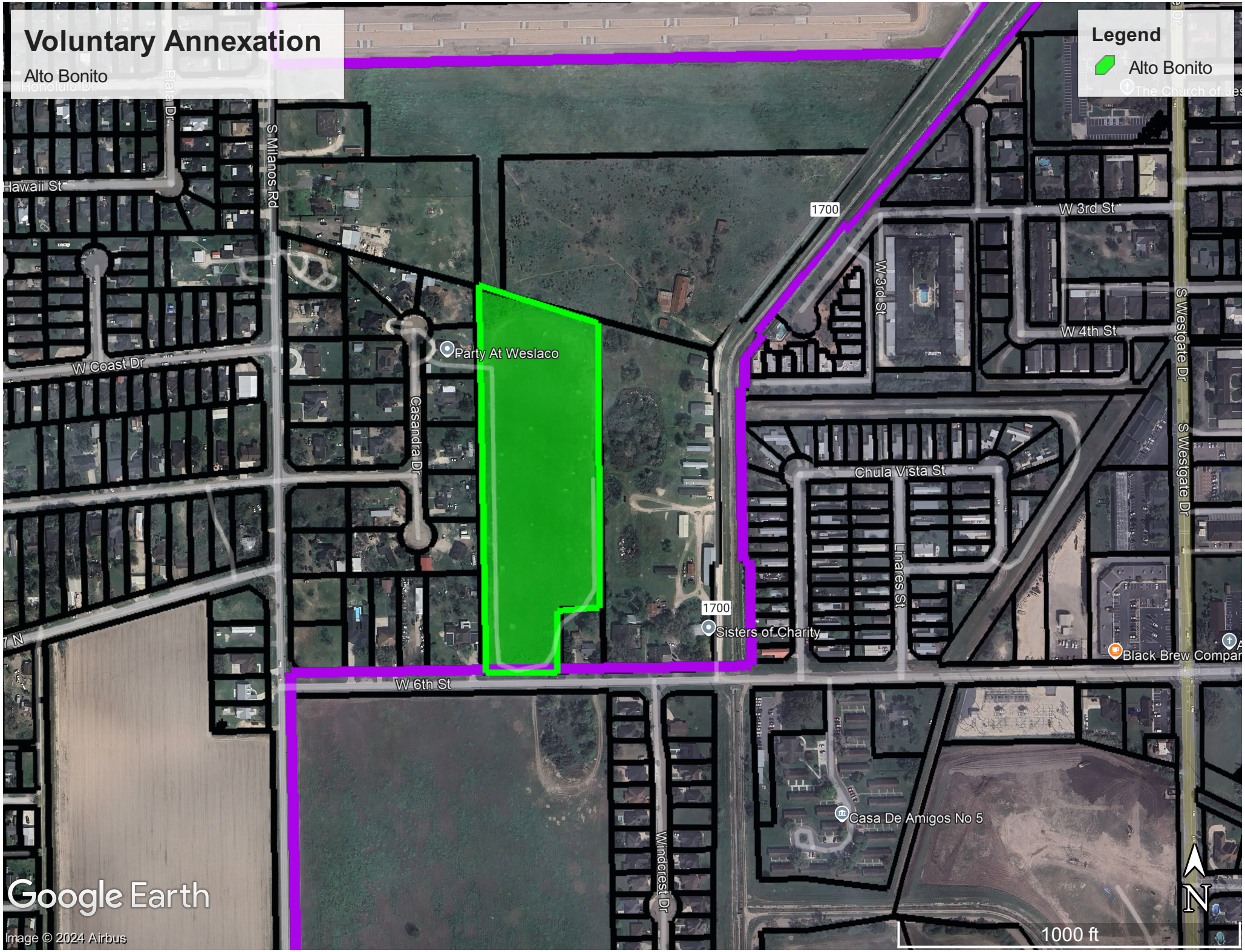
The proposed thirty-six (36) lot subdivision is located just outside the City of Weslaco city limits along West 18th street east of South Milanos Rd. The location is provided with water and sewer by City of Weslaco. This annexation will be contiguous to the current city limits.

Thank you,

Rebekah de la Fuente, CFM

# Voluntary Annexation

Alto Bonito



# APPLICATION FOR VOLUNTARY ANNEXATION

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

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

FILE NO._____

## GENERAL INFORMATION

Name of Subdivision: Alto Bonito Subdivision

Location: North side of Sixth Street & approx 600 ft east of S. Milanos Rd.

Legal Description: All of Lot 2, Reisser Subdivision City of Weslaco

X Petition for annexation signed and notarized by property owners.
x Detailed dimensioned site plan/map must be submitted with this request.
x Survey and metes and bounds.
x City and school tax receipts attached.

## OWNER INFORMATION

Owner's Name: 3BU Limited Partnership Telephone: (956) 778-8252

Address: 533 N Alamo Rd Fax: _____

City: Alamo State: Texas Zip: 78516 E-mail: art@ortegaventures.com

## ENGINEER INFORMATION

Name: Gilberto A Gracia Telephone: (956)240-3246

Address: 2121 E Griffin Parkway suite 2 Fax: _____

City: Mission State: Texas Zip: 78574 E-mail: diana.izaguirre@yahoo.com

## AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Arturo Ortega

Owner Signature: _____ Date: 9-18-24

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

**********

**THIS PAGE FOR STAFF USE ONLY**

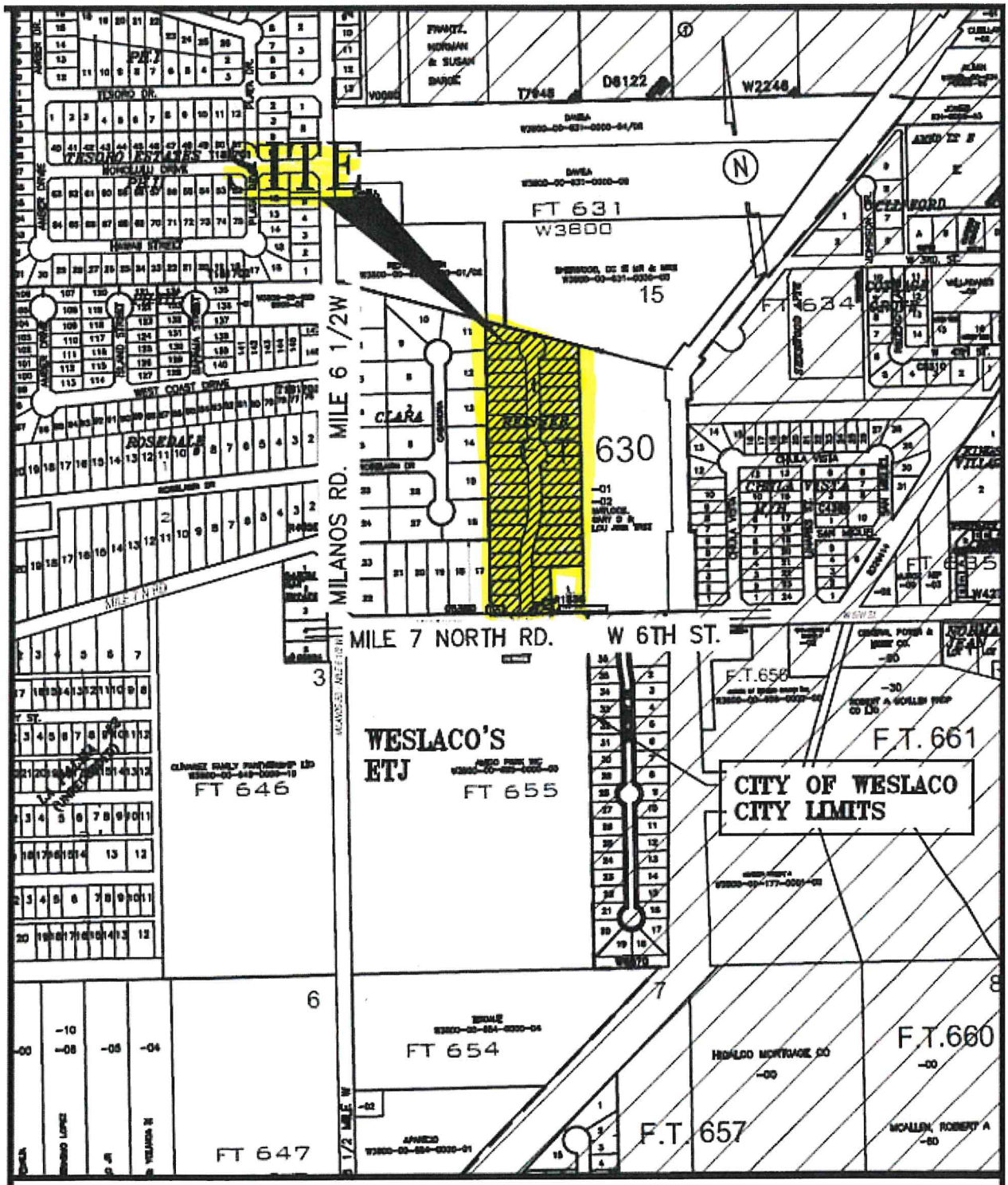
Date Received: _____ Received By: _____

Staff Review Date: _____

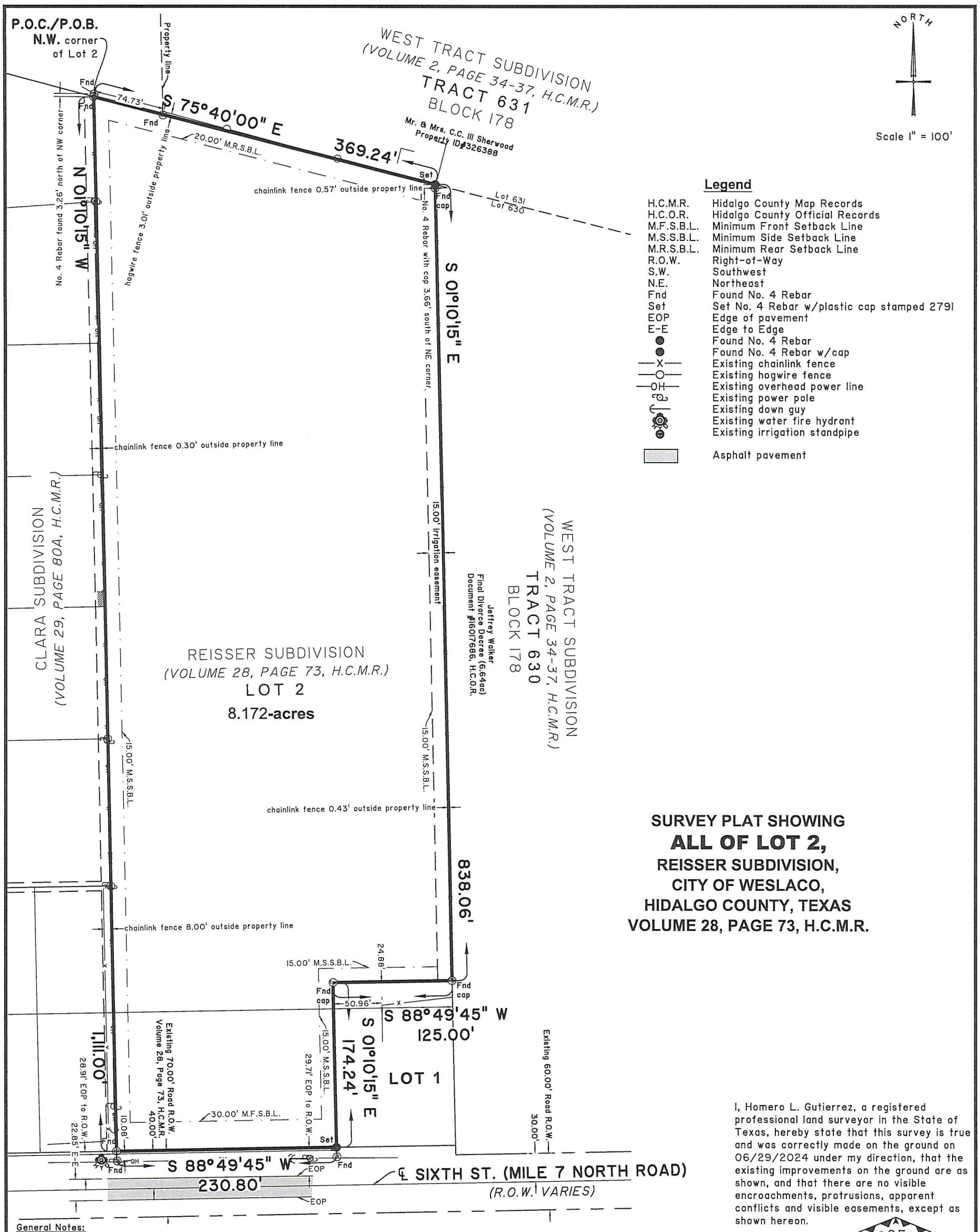
P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____




LOCATION MAP SCALE= 1":1000'




## Legend

| | |
|---|---|
| H.C.M.R. | Hidalgo County Map Records |
| H.C.O.R. | Hidalgo County Official Records |
| M.F.S.B.L. | Minimum Front Setback Line |
| M.S.S.B.L. | Minimum Side Setback Line |
| M.R.S.B.L. | Minimum Rear Setback Line |
| R.O.W. | Right-of-Way |
| S.W. | Southwest |
| N.E. | Northeast |
| Fnd | Found No. 4 Rebar |
| Set | Set No. 4 Rebar w/plastic cap stamped 2791 |
| EOP | Edge of pavement |
| E-E | Edge to Edge |
| ● | Found No. 4 Rebar |
| ● | Found No. 4 Rebar w/cap |
| —X— | Existing chainlink fence |
| —O— | Existing hogwire fence |
| —OH— | Existing overhead power line |
| | Existing power pole |
| | Existing down guy |
| | Existing water fire hydrant |
| | Existing irrigation standpipe |
| | Asphalt pavement |

**SURVEY PLAT SHOWING**
**ALL OF LOT 2,**
**REISSER SUBDIVISION,**
**CITY OF WESLACO,**
**HIDALGO COUNTY, TEXAS**
**VOLUME 28, PAGE 73, H.C.M.R.**

I, Homero L. Gutierrez, a registered professional land surveyor in the State of Texas, hereby state that this survey is true and was correctly made on the ground on 06/29/2024 under my direction, that the existing improvements on the ground are as shown, and that there are no visible encroachments, protrusions, apparent conflicts and visible easements, except as shown hereon.

STATE OF TEXAS
REGISTERED
HOMERO LUIS GUTIERREZ
2791
PROFESSIONAL
LAND SURVEYOR

Homero Luis Gutierrez
Homero Luis Gutierrez, RPLS No. 2791
Date: 07/19/2024

General Notes:

1. Survey is valid only if print has original electronic seal and signature of surveyor.
2. Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 Feet.
3. Commitment of Title Insurance issued by Westcor Land Title Insurance Company
   Reference: Anne Reisser
   To: 3BU Family Limited Parnership Inc.
   GF: No. AT-24-1183

Also, see Schedule B. 10.a thru 10.i for additional easement and property matters.

a. Building/setback lines, easements, and/or other matters as shown on plat recorded in/under Volume 28, Page 73-B Map/Plat Records, Hidalgo County, Texas.
d. Any inclusion in the Hidalgo County Drainage District(s) including any and all easements, terms, conditions, fees, charges, liens and/or assessments.
g. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
h. Visible and apparent easements on or across property described in Schedule A.

4. Homero L. Gutierrez did not research or prepare a title report or abstract of title on the above property.
5. Building, zoning, platting and/or regulatory laws and/or ordinances at any municipal and/or other governmental authority will apply.
6. The existence, if any underground gas lines or other underground utilities not shown on this survey should be thoroughly investigated by the owner prior to any construction on this site. The Surveyor has limited his investigation of underground utilities on this site to that which can be seen.
7. Surveyor's statement: The property corners of the tract surveyed were staked out based on the best fit of monuments found for this property and others within the immediate vicinity, taking into account the intent of the surveyors' original foot steps. A survey of the original mother tracts to correctly establish minor discrepancies that were found in the property corners would not be a feasible option for the parties concerned. The client has been made aware of any discrepancies found and the respective action taken to stake out his property as per the found and set monuments shown hereon.
8. Flood Zone "X" - Areas determined to be outside 500-year floodplain.
   Community Panel No. 480334 0450C
   Map Revised: June 6, 2000
   Revised to Reflect LOMR Dated: May 30, 2002


HOMERO L. GUTIERREZ
P.O. Box 548
McAllen, Texas 78505
(956) 369-0988


DATE: 07/19/2024
DATE: 07/11/2024

DATE: 07/02/2024 JOB No.: HLG24-091

**ORDINANCE NO. 2024-30**

**AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 8.172 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.**

**WHEREAS**, the City of Weslaco, Texas (the "City"), is a home rule municipality authorized by State law and the City's Charter to annex territory lying adjacent and contiguous to the City;

**WHEREAS**, the City Council, in compliance with *§43.021, Tex. Local Gov't Code*, instituted proceedings for the annexation of certain property more particularly described herein (the "subject property");

**WHEREAS**, the subject property hereby annexed is adjacent and contiguous to the present City limits;

**WHEREAS**, the boundaries of the City are contiguous to the subject property on at least two sides;

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

**SECTION 1.** That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 15.00 acres and are more specifically described as follows, to-wit:

**METES & BOUNDS DESCRIPTION**

AN 8.172-ACRE TRACT OF LAND, MORE OR LESS, BEING ALL OF LOT 2, REISSER SUBDIVISION, IN CITY OF WESLACO, TEXAS, AS PER MAP OR MAP THEREOF RECORDED IN VOLUME 28, PAGE 73, MAP RECORDS, THE COUNTY CLERK OFFICE, HIDALGO COUNTY, TEXAS (REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSE), IS LOCATED ON THE NORTH SIDE OF SIXTH STREET (MILE 7 NORTH ROAD) APPROXIMATELY 582 FEET EAST OF MILE 6 ½ WEST ROAD, IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.) BEING AT A NO. 4 REBAR FOUND, BEARING S 01°10'15" W A DISTANCE OF 3.26 FROM A NO. 4 REBAR FOUND, FOR THE APPARENT NORTHWEST CORNER OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT, AND ALSO BEING THE POINT OF BEGINNING (P.O.B.) OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 75°40’00” E, ALONG AN EXISITNG HOGWIRE FENCE AT A USUAL 3.01 FEET TO THE LEFT OF, FOLLOWED BY AN EXISTING CHAILINK FENCE AT A USUAL 0.57 OF A FOOT TO THE LEFT OF, AND WITH THE APPARENT NORTH LOT LINE OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 369.24 FEET TO NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, BEARING N 01°10’15” E A DISTANCE OF 3.66 FROM NO. 4 REBAR FOUND, FOR THE APPARENT NORTHEAST CORNER OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 01°10’15” W, ALONG AN EXISTING CHAILINK FENCE AT A USUAL 0.43 OF A FOOT TO THE LEFT OF, AND WITH THE APPARENT WEST LOT LINE OF A 6.64-ACRE TRACT OF LAND VESTED IN JEFFREY WALKER (FINAL DIVORCE DECREE, DOCUMENT NO. 16017686, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE EAST LOT LINE OF SAID REISSER SUBDIVISION, AND THE EASTERNMOST EAST LOT LINE OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 318.33 FEET TO A NO. 4 REBAR FOUND FOR THE APPARENT NORTHEAST CORNER OF LOT 1 OUT OF SAID REISSER SUBDIVISION, AND THE NORTHERNMOST SOUTHEAST CORNER OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED; AND EAST LOT LINE OF SAID LOT 2

THENCE, N 88°49’45” W, WITH THE APPARENT NORTH LOT LINE OF SAID LOT 1, AND THE NORTHERNMOST SOUTH LOT LINE OF SAID 8.172-ACRE TRACT, A DISTANCE OF 125.00 FEET TO A NO. 4 REBAR FOUND WITH CAP FOR AN APPARENT INTERNAL CORNER OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 01°10’15” W, WITH THE APPARENT WEST LOT LINE OF SAID LOT 1, AND THE WESTERNMOST EAST LOT LINE OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 174.24 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 ON THE APPARENT EXISITNG NORTH RIGHT-OF-WAY LINE OF SAID SIXTH STREET, BEARING N 01°10’15” E A DISTANCE OF 9.99 FEET FROM A NO. 4 REBAR FOUND, FOR THE APPARENT SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 88°49’45” W, WITH THE SAID SIXTH STREET EXISITNG NORTH RIGHT-OF-WAY LINE THE APPARENT SOUTH LOT OF SAID REISSER SUBDIVISION, AND THE SOUTHERNMOST SOUTH LOT LINE OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 230.80 FEET TO A NO. 4 REBAR FOUND, BEARING N 01°10’15” E A DISTANCE OF 10.08 FEET FROM A NO. 4 REBAR FOUND, FOR THE APPARENT SOUTHWEST CORNER OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 01°10’15” E, ALONG AN EXISTING CHAILINK FENCE AT A USUAL 8.00 FEET

TO THE LEFT OF, AND WITH THE APPARENT EAST LOT LINE OF CLARA SUBDIVISION (VOLUME 29, PAGE 80A, MAP RECORDS, HIDALGO COUNTY), AND WEST LOT LINE OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 1,111.00 FEET TO THE SAID NO. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED, AND ALSO BEING THE POINT OF BEGINNING (P.O.B.), CONTAINING A GROSS OF 8.172 ACRES OF LAND, OF WHICH 0.289 OF AN ACRE LIES IN EXISTING IRRIGATION EASEMENT, FOR A NET OF 7.883 ACRES, MORE OR LESS.

**SECTION 3.** That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

**SECTION 4.** This ordinance shall be published in one (1) newspaper of general circulation published in Weslaco, once a week for two (2) weeks, after the last reading of the ordinance.

**SECTION 5.** That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

**SECTION 6.** That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Tex. Gov't. Code*.

**PASSED AND APPROVED** on first reading at a regular meeting of the City Commission this 15th day of October 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:**

_____
Eden Ramirez, **INTERIM CITY ATTORNEY**

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-950 |

**From:**
REBEKAH DE LA FUENTE

**Subject:**
Discussion and consideration to approve the Final Plat for Altamura Subdivision being 41.06 acres out of Farm Tracts 242 and 249, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 170 feet south of Mile 12 North and Mile 5 West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

**Background:**
The proposed sixty-five (65) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through an 8" waterline and sewer by OSSF. The property is within a Flood Zone "X". Applicant was granted a variance request for OSSF and off-site drainage.

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

| | | |
|---|---|---|
| Amount: | Term of Impact: | Identified in Current Budget: |

**Additional Action Prompted:**
Mayor's Signature

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

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

**Advisory Review, if any** (name of board/committee, date of action, recommendation)**:**
The Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting of October 2, 2024.

| | |
|---|---|
| FLOR ELISA ACUNA | Created/Initiated |
| REBEKAH DE LA FUENTE | Approved |
| Martin Garza | New |

**City Manager Comments:**
Approved as recommended by Staff.

**Staff Recommendation:**
Staff recommends approval of Final Plat.

**Attachments, if any:**
Altamura- Memo, Altamura subd. -Application, Drainage Report and Legal Documents, ALTAMURA PH I AND II PLAT, altamura-Areial

**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

**M E M O**

TO: Mayor and City Commission

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

RE: Altamura- Final Plat

DATE: October 2, 2024

---

The proposed use for the sixty-five (65) lot subdivision is for residential use and is located outside the city limits of Weslaco. The developer has requested a variance for OSSF and off-site drainage and has provided the letters of support from the drainage district and the irrigation district. The subdivision will be provided with water by NAWSC and sanitary sewer by OSSF. The developer has complied with all staff comments. The Planning & Zoning Commission recommended approval of the final plat.

Thank you,

Rebekah de la Fuente, CFM

# SUBDIVISION PLATTING APPLICATION

PLAT-000689-2024

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

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

FILE NO._____

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

**STAFF USE ONLY**

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

## GENERAL INFORMATION

Name of Subdivision: **ALTAMURA SUBDIVISION**

Location: 170 feet south of the centerline of Mile 12 North along the west side of F.M. 88 (Mile 5 West)

Legal Description: 41.06 acres being a part or portion of Farm Tracts 242 and 249, The West and Adams Tract as recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas.

Is subdivision inside city limits? ☐ YES ☒ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: n.a.

Existing Land Use: Agricultural Proposed Land Use: Single Family Dwelling

Number of Lots Proposed: 65 Gross Acreage: 41.06 Acres

Title Report Submitted: ☐ YES ☐ NO

## OWNER INFORMATION

Owner's Name: RD Altamura LLC., Jason Garza, Mgr. Telephone: (956) 451-6390

Address: P.O. Box 6105 Fax: _____

City: McAllen State: TX Zip: 78502 E-mail: jason@wtcementers.com

## ENGINEER INFORMATION

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

Address: 416 E. Dove Ave. Fax: _____

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

## UTILITY PROVISIONS

Will proposed subdivision connect to:

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

☐ YES ☐ NO Wastewater Provision: OSSF

☒ YES ☐ NO Electric Company: Magic Valley Electric Coop

| | | |
|---|---|---|
| ☒ YES ☐ NO Phone Utility AT&T | ☐ YES ☐ NO Gas Utility | ☒ YES ☐ NO Cable Utility |

Proposed subdivision is in the following districts:

| | |
|---|---|
| ☒ YES ☐ NO Drainage District #1 | ☒ YES ☐ NO Irrigation District HCCID#9 |

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

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

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

## SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____**$355.00** Planning Review fee

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing street names

_____Drainage plans and calculations with engineer's seal

- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property

_____If septic tank system required, submit soil evaluation report

_____Water Rights associated with the property

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

## SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

_____One 11" X 17" reduced copy of plat

_____Plat Layout

- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements

_____Contours
_____Flood Zones
_____Adjoiners
_____Existing & Proposed street names
_____Utility Layout
_____Existing & Proposed Utilities
_____Proposed Fire Hydrants
_____Adjoiners
_____Street names
_____Drainage plans and calculations with engineer's seal
_____Elevations
_____Flood directional arrows
_____Detention areas
_____Street names
_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full
_____Number of fire hydrants proposed for subdivision
_____Trip Generation Worksheet

**SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance****
_____**Twelve (12)** sets of plans **FOLDED & STAPLED** (24 x 36) & **PDF** copy **with all corrections**
_____Plats to be sealed by Professional Engineer
_____Approved Drainage Report
_____Traffic Impact Analysis (If required)

**SUBMITTALS REQUIRED FOR FINAL (City Commission)**
_____One set of 8 ½ x 11 of plat and utilities with all corrections done

**SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING**
_____Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
_____Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
_____Notice of Intent
_____SW3P

**SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING**
_____Electronic file of final plat and as-builds
_____Reproducible plat to be recorded with all required signatures
_____3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
_____2% inspection fee
_____Park Fees
_____Checks or Receipts: HCCID #9; HCDD #1; County Clerk
_____Tax certificates
_____Memo from engineering inspector releasing subdivision
_____Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
_____30 Year Water and 30 Year Sewer Service Agreements
_____Park dedication/Fees in lieu of

**SUBMITTALS REQUIRED FOR RECORDING BY SECURITY**
_____ Sealed engineering cost estimates
_____ Letter of Credit/Performance Bond/Escrow

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

**AUTHORIZATION AND ACKNOWLEDGEMENTS**

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

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

Owner Printed Name: RD Altamura LLC., Jason Garza Mgr.

Owner Signature: _____ Date: 8/22/24

Javier Hinojosa is the authorized agent

Authorized Agent Signature: _____ Date: 8/22/24

Authorized Agent Printed Name: Javier Hinojosa, P.E.

**********

**THIS PAGE FOR STAFF USE ONLY**

---

Date Received: _____ Received By: _____ Date Paid _____

P & Z Commission Approval on Preliminary Plat: _____

P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____

_____

# APPLICATION FOR SUBDIVISION VARIANCE

VAR-000690-2024

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._____

## GENERAL INFORMATION

Name of Subdivision: **ALTAMURA SUBDIVISION**

Location: 170 feet south of the centerline of Mile 12 North along the west side of F.M. 88 (Mile 5 North)

Legal Description: 41.06 Acres of land, being a part or portion of Farm Tracts 242 and 249, The West and Adams Tracts as recorded in Volume 2, Page 34-37, Map Records, Hidalgo County, Texas.

## VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Sanitary Sewer ☐ YES ☐ NO

Describe in detail the reason for the variance request:
The developer is requesting "OSSF" for this subdivision. There is no available sewer system in the area and all lots have a minimum of 21,780 square feet or 1/2 acre in size in support of the "OSSF".

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:
Discharge of this subdivision will be into the adjacent H.C.D.D.#1 drainage ditch along the south side of Mile 12 North.

□ Minimum Lot Size □ YES □ NO

Describe in detail the reason for the variance request:

_____

_____

□ Sidewalks □ YES □ NO

Describe in detail the reason for the variance request:

_____

_____

□ Easement Requirements □ YES □ NO

Describe in detail the reason for the variance request:

_____

_____

□ Other _____ □ YES □ NO

Describe in detail the reason for the variance request:

_____

_____

**OWNER INFORMATION**

Owner's Name: RD Altamura, LLC., Jason Garza, Mgr. Telephone: (956) 451-6390

Address: P.O. Box 6105 Fax: _____

City: McAllen State: TX Zip: 78502 E-mail: jason@wtcementers.com

**AUTHORIZATION AND ACKNOWLEDGEMENTS**

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

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

Owner Printed Name: RD Altamura LLC., Jason Garza, Mgr.

Owner Signature: _____ Date: 8/22/24

Javier Hinojosa is the authorized agent

Authorized Agent Signature: _____ Date: 8/22/24

Authorized Agent Printed Name: Javier Hinojosa, P.E.

# Hidalgo and Cameron Counties Irrigation District No. 9

General Office

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

E-Mail
hccid9@hotmail.com

Randy Winston
General Manager

Debra Pena
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

Date: 08/09/2024

GIL TEEGARDIN
JAVIER HINOJOSA ENGINEERING
416 E DOVE AVE
MCALLEN, TX 78504

RE: **ALTAMURA SUB PH 1 AND 2** Subd. Drainage and Detention

Good Morning Mr. Rodriguez:

I have received your revised cross section and calculations dated 05/03/2024 for the **ALTAMURA SUB PH 1 AND 2** Subdivision modified to include the 50 year detention volume in the proposed drain ditch as shown on your provided cross sections.

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

1. The Proposed Ditch widening, and Detention Area will require outlet controls going into existing ditch
2. Discharge Permit will be required.
3. The existing Irrigation line adjacent to the drainage ditch will need to be relocated/slipped at expense of HCDD 1 as per attached letter and email in reference to Bond Proj.
4. Ensuring guard rail is continuous to ensure protection to citizens.

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

Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
Raul E. Sesin, PE, CFM
District General Manager
Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES Board Member | EDUARDO "EDDIE" CANTU Board Member | RICHARD F. CORTEZ Chairman of the Board | EVERARDO "EVER" VILLARREAL Board Member | ELLIE TORRES Board Member

August 6, 2024

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

RE: Javier Hinojosa Engineering – Altamura Subdivision Phase I and II

This letter is in response to a request from the Engineer of record for Altamura Subdivision Phase I and II, Javier Hinojosa, PE. HCDD1 has received and approved the drainage statement for the above-mentioned development located in the City of Weslaco ETJ and has no objections to the Engineer's plan to discharge water as identified in the recent conversations dated August 6, 2024 that include an improved proposed cross section.

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

Sincerely,
Hidalgo County Drainage District No. 1

Yvette Barrera, PE, CFM
Assistant General Manager

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

**isaac hccid9.org**

| | |
|---|---|
| **From:** | Yvette Barrera <yvette.barrera@hcdd1.org> |
| **Sent:** | Tuesday, August 6, 2024 3:38 PM |
| **To:** | javier@javierhinojosaeng.com |
| **Cc:** | isaac hccid9.org; isaac.gonzalez@hcdd1.org; Raul Sesin |
| **Subject:** | Re: ALTAMURA SUBDIVISION DRAINAGE DITCH/DETENTION |

Good afternoon,

HCDD1 has no objections to the proposed excavation needed to meet requirements for the subdivision. As we had previously discussed, the detention would be allowed as an extension of the ditch and the additional 23 ft of dedication meets the requirement for this Phase of development. Please note that the additional 23 ft for the future phase will also be required at the next phase of the subdivision.

Additionally, as HCCID 9 advised in the previous email, HCDD1 will be coordinating forwith HCCID9 for the relocation of the irrigation line as part of the 2018 Bond Project construction.

On Tue, Aug 6, 2024 at 3:22 PM <javier@javierhinojosaeng.com> wrote:

Yvette,

Attached please find a PDF copy of the utility layout showing the proposed ditch / detention improvements as discussed earlier today. Hopefully, this meets with everyone's approval.

Thank you,

**Gil Teegardin**

**JAVIER HINOJOSA ENGINEERING**

**416 E. Dove Avenue**

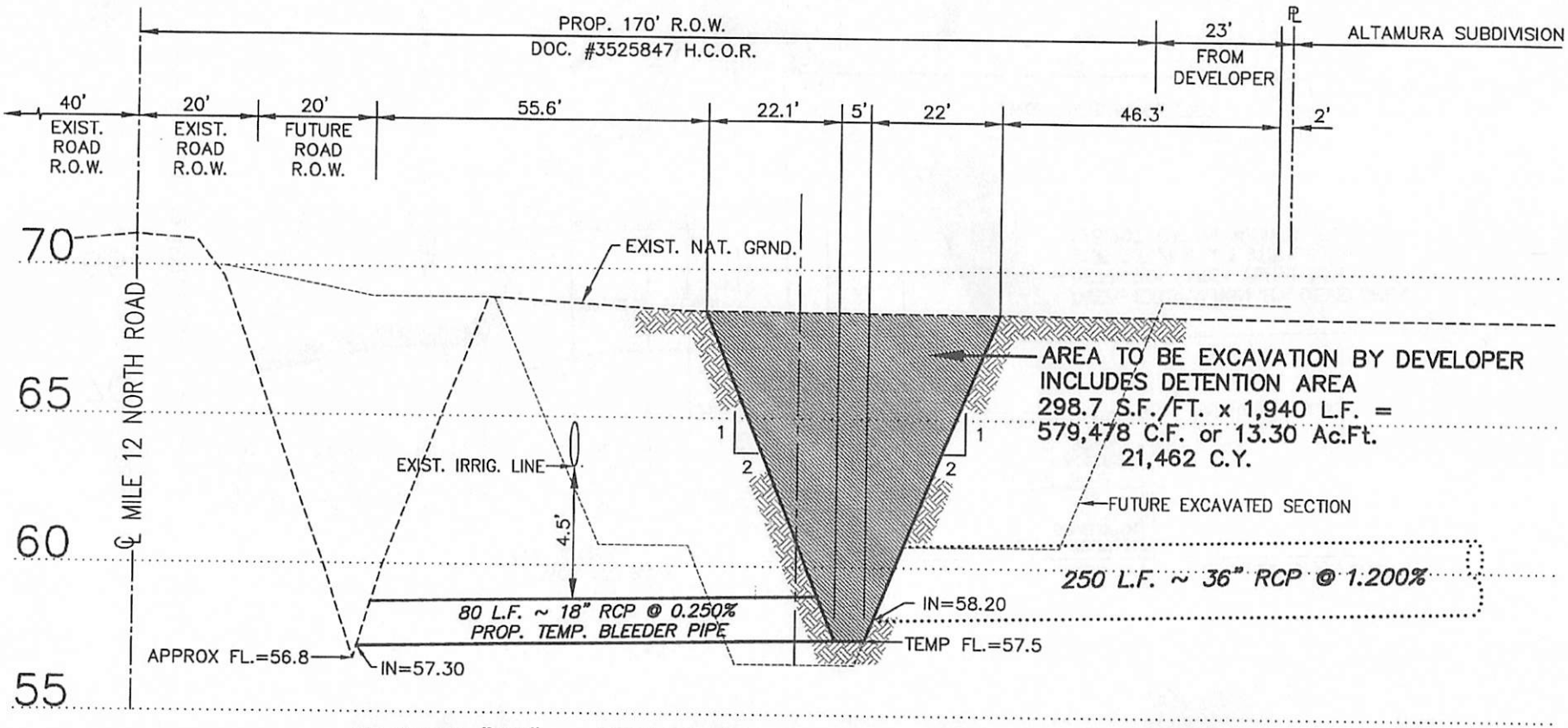
**McAllen, Texas 78504**

**Tel: 956-668-1588**

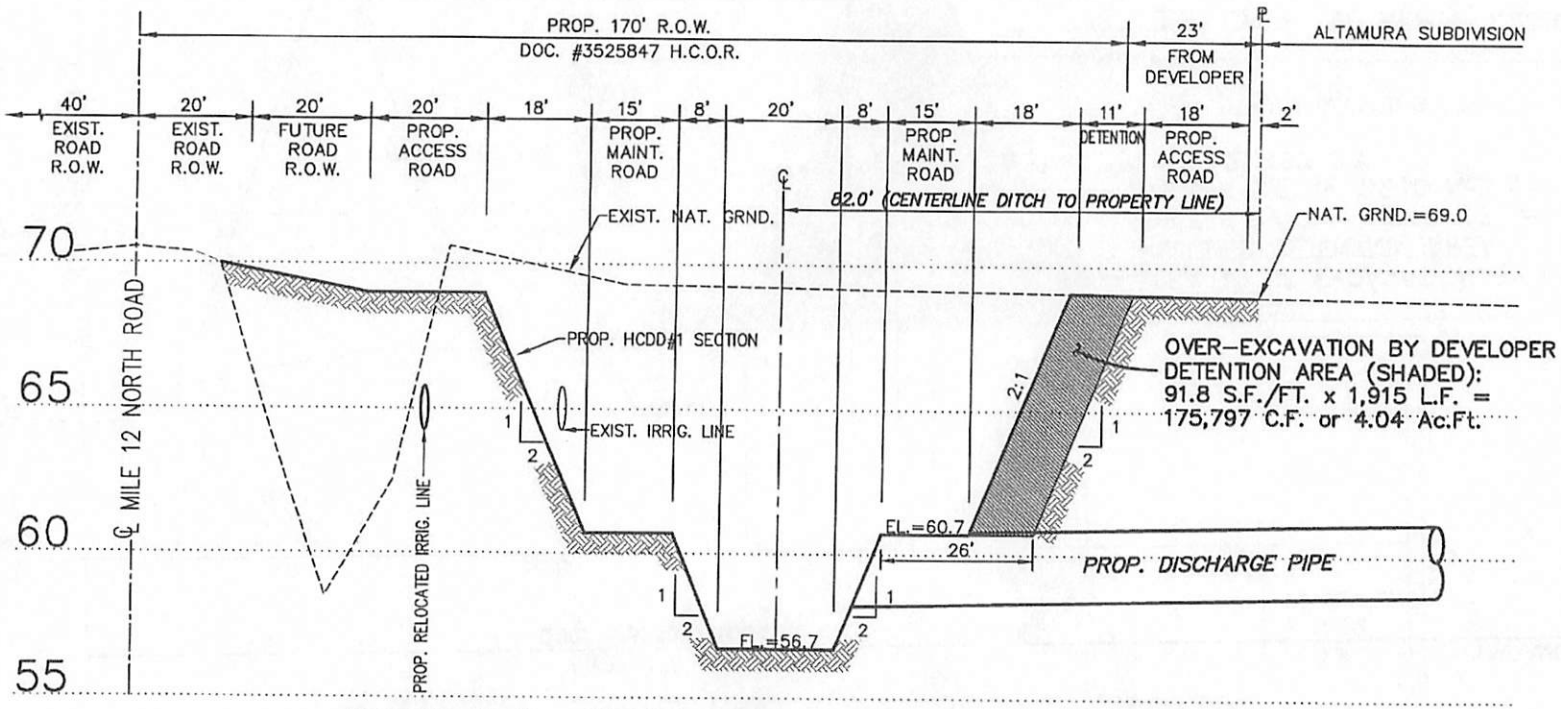
**email:** javier@javierhinojosaeng.com

--

Yvette Barrera, PE, CFM
Assistant District General Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5809
Fax:(956)292-7089
yvette.barrera@hcdd1.org




SECTION "BB" – TEMPORARY H.C.D.D.#1 DITCH CROSS SECTION




SECTION "AA" – FUTURE H.C.D.D.#1 DITCH CROSS SECTION

**City of Weslaco**
**Engineering Division**
255 S. Kansas ◇ Weslaco, TX 78570 ◇ (956)

# TRIP GENERATION WORKSHEET

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

## A. Subdivision Information

Subdivision Name: Altamura Subdivision Phase I & II

Location: 170' South of Mile 12 North along the west side of F.M. 88

Applicant: Javier Hinojosa, P.E. ☐Owner ☒Agent

Address: 416 E. Dove Ave. McAllen, Tx 78504 Phone Number: (956) 668-1588

## B. Trip Generation Calculation

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

| ITE Code | Anticipated Land Use | Project Size | | | AM Peak Hour Trips | PM Peak Hour Trips | Weekday Trips |
|---|---|---|---|---|---|---|---|
| | | Acres | GFA | # of Units | | | |
| 210 | Single-Family Detached Housing | 41.06 | N.A. | 65 Units | 55 | 71 | |

Comments: This development with be developed in two phases.

Prepared by: Javier Hinojosa Engineering April 23, 2024 Date:

Address: 416 E. Dove Ave. McAllen, TX. 78504 Phone Number: (956) 668-1588

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

_____ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.

_____ A traffic impact analysis is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

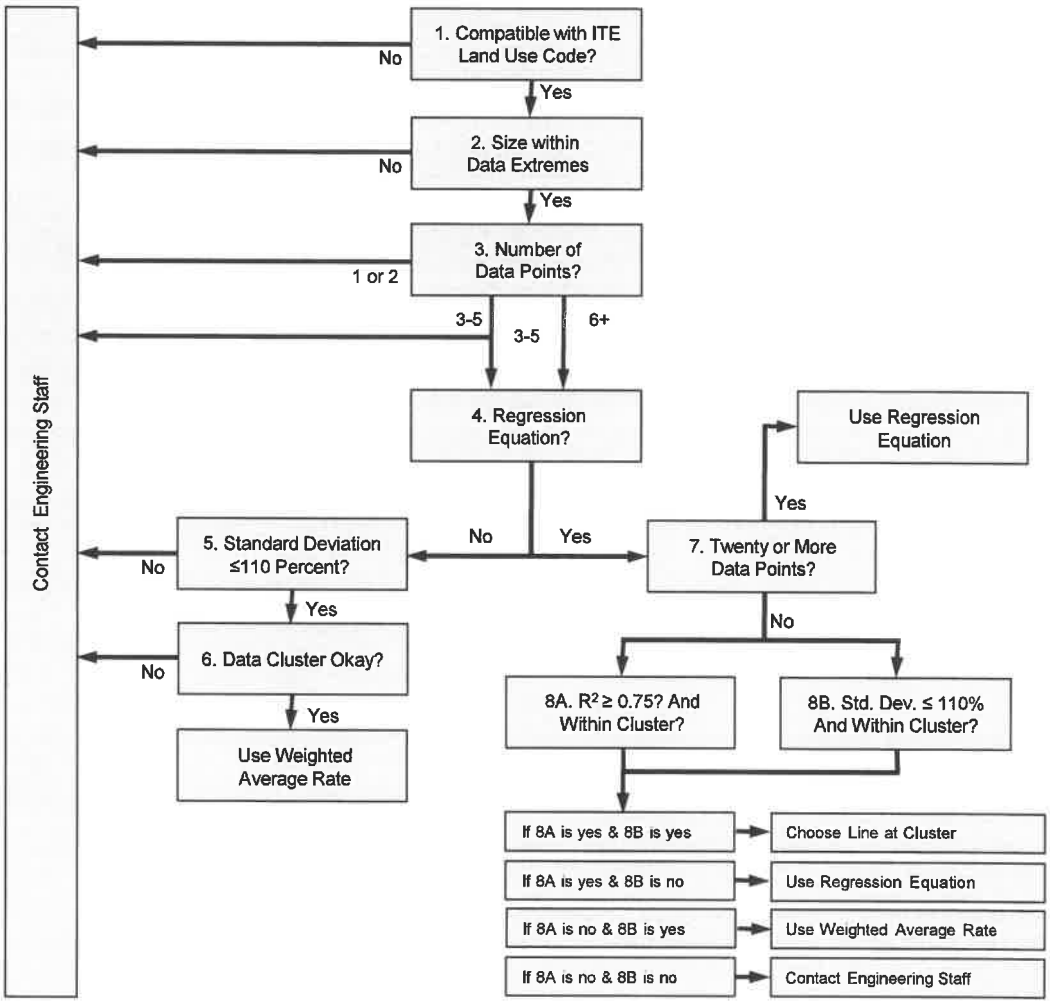
Comments:

Reviewed by: _____ Date: _____ STID#: _____

GFA = Gross Floor Area (bldg size sq.ft.)

ITE = Institute of Transportation Engineers, Trip Generation, 7th Edition.

## Recommended Procedure for Selecting Between Trip Generation Average Rates and Equations




From ITE Trip Generation Handbook


City of Weslaco
Engineering Division
255 S. Kansas Ave
Weslaco, TX 78596

(956)

(956) 973-3128 (fax)

Subdivision Name: Altamura Subdivision Ph. I and II
Location: 170 feet south of Mile 12 North along the west side of F.M. 88
Applicant: Javier Hinojosa, P.E. (Agent)
Address: 416 E. Dove Ave., McAllen, Texas 78504 Ph. (956) 668-1588

Number of Lots: 65 Number of Dwellings: 65
ITE Code: 210 Single-Family Detached Housing

## TRIP GENERATION CALCULATIONS:

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

Avg. Rate: 0.74

0.74 x 65 Dwellings = 48.1 trips

Fitted Curve: T =0.71(x) + 4.80
= 0.71(65) + 4.8

= 51.0 trips

**use 51 trips**

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

Avg. Rate: 0.99

0.99 x 65 Dwellings = 64.4 trips

Fitted Curve: Ln(T) = 0.96 Ln(x) + 0.20
= 0.96 Ln(65) + 0.20
Ln(T) = 4.2074
T = $e^{4.2074}$
= 67.2 trips

**use 67 trips**

**Weekday, AM Peak Hour of Generator**

Avg. Rate: 0.76

0.76 x 65 Dwellings = 49.4 trips

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

$= 0.91\ Ln(65) + 0.20$

$Ln(T) = 3.9987$

$T = e^{3.9987}$

$= 54.5$ trips

**use 55 trips**

**Weekday, PM Peak Hour of Generator**

Avg. Rate: 1.00

1.00 x 65 Dwellings = 65.0 trips

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

$= 0.94\ Ln(65) + 0.34$

$Ln(T) = 4.2639$

$T = e^{4.2639}$

$= 71.1$ trips

**use 71 trips**

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER

4/23/24

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

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

**MEMORANDUM**

To: Hidalgo County Drainage District No. 1

From: Javier Hinojosa, P.E. JH

**Subject: Altamura Subdivision Phase I and Phase II**

Date: April 16, 2024

Attached please find the updated drainage report for Altamura Subdivision Phase I and Phase II. This drainage report is being resubmitted due to a reconfiguration of the subdivision due to the right of way purchase of the drainage ditch on the north side by Hidalgo County Drainage District No. 1. We are resubmitting this new drainage report for approval. If you have any questions or require further information, please feel free to contact me at your convenience.

# Proposed

# Altamura Subdivision Phase I and II

## Weslaco, Texas

# DRAINAGE REPORT

**Prepared For:**

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

**Prepared By:**


**JAVIER HINOJOSA ENGINEERING**
CONSULTING ENGINEERS

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


**Updated April 15, 2024**

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER

4/16/24

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# Drainage Statement
# Altamura Subdivision Phase I and II
# Weslaco, Texas

## Introduction

Altamura Subdivision is a 41.06-acre tract of land out of Farm Tracts242 and 249, The West and Adams Tract Subdivision as recorded in Volume 2, Page 34-37, Hidalgo County MapRecords. Altamura Subdivision Phase I is 22.45 acres and Phase 2 is 18.61 acres. This subdivision is located 170 feet south of the northeast corner of Mile 12 North and Mile 5 West (F.M. 88) and is within the E.T.J. of Weslaco, Texas.

## Flood Plain

Altamura Subdivision Phase I and II is located in Zone "X" on a Flood Insurance Rate Map, Community Panel No. 480334 0450C, map revised May 30, 2002 to reflect LOMR. Zone "X" is defined as "areas determined to be outside the 500-year floodplain." The minimum finish floor elevation shall be 18" above the top of curb as measured at the center of the lot or elevation 69.00, whichever is higher.

## Soil Conditions

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

## Pre-developed Conditions

The current land use for this property has beenused for agricultural purposes and has an existing runoff in a northeasterly direction. Based on an existing 10-year storm, a total storm runoff of 27.00 cubic feet per second is being generated by this subdivision.

## Proposed Conditions

Altamura Subdivision is a proposed 65 lot, single-family subdivision with 34 lots occurring in Phase I, and 31 lots in Phase II. Drainage shall be accomplished within this development with the placement of curb inlets to intercept drainage runoff generated by this subdivision. Pipe sizes shall range from a 24" to 36" throughout the subdivision and discharge into a H.C.D.D. #1 Drainage Ditch along the south side of Mile 12 in two locations. Phase I shall discharge into the ditch with a 36" pipe and Phase II shall discharge with a 30" pipe. Phase I and II of this development will increase runoff to a maximum of 116.41 cubic feet per second based on the 50-year storm frequency for an increase Q of 89.41 cubic feet per second. Required detention for this subdivision is 160,290 cubic feet (3.68 Ac.Ft.). The H.C.D.D.#1 drainage ditch shall be over-excavated by eleven feet above the benched maintenance road to fulfill detention requirements. This will net an increase in capacity of 175,797 cubic feet (4.04 Ac.Ft.). The excavation of the detention area shall be fully excavated as part of Altamura Phase I construction and was designed to adequately hold the necessary detention for both phases of the development. H.C.D.D. #1 has purchased the necessary property from the developer for the drainage ditch as part of the 2018 bond issue. In addition, the developer shall

dedicate an additional 23 feet to the drainage district for the further expansion of the ditch (see correspondence at the rear of the report between H.C.D.D.#1 and the engineer). HCDD No. 1 discharge structures shall be installed as required by the drainage districts permit. Chokes on the discharge pipe will not be required because the detention area is part of the drainage ditch.

Javier Hinojosa, P.E.

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER

4/16/24

☐ REJECTED
☑ APPROVED FOR SUBMITTAL
☑ TO H.C. PLANNING DEPT.
☐ TO CITY
☑ DISCHARGE PERMIT REQUIRED
☑ DISTRICT FACILITY
☐ CITY FACILITY
☐ OTHER_____

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Alexis Lozano
H.C.D.D. NO. 1

5/3/24
DATE

# DRAINAGE ANALYSIS

PROJECT NAME: **Altamura Subdivision Phase I & II**
DATE: Updated April 15, 2024

## I. Existing Condition-10 year

| | | | | | |
|---|---|---|---|---|---|
| | | | Int. Coeff. "k | 0.213 | Table 3-2 |
| Ex. Area: | 1,690,600 | sf | Kμ | 3.28 | |
| | 38.811 | ac | Length | 1230 | |
| Imp.Area: | - | sf | Velocity | 0.383298 | ft/sec |
| % Imp. : | 0.00 | | | | |
| Slope : | 0.301 | % | | | |
| tc : | 53.48 | min | | | |

Rainfall Intensity (10yr) 3.478 in/hr
c factor 0.200
Q peak existing condition: 27.00 cfs

## II. Future Condition-50 year

Future area: 1,690,600.00 sf
38.811 ac
Estimated Imp. Area: 402,365 sf
% Imp. : 23.80 %
Slope : 0.25%
tc : 19.56 min
Rainfall Intensity (50yr) 7.998 in/hr
c factor 0.375
Q future cond. = Aci = i * = 116.41 * 0.38
14.5540634 i

| time min. | time hour | $i_{50}$ in/hr | $Q_{50}$ in cfs | Vin cf | $Q_{10}$ out cfs | Vout cf | REQ'D V cf | |
|---|---|---|---|---|---|---|---|---|
| 60 | 1.00 | 4.144 | 60.31 | 217,111 | 27.00 | 64,437 | 152,674 | |
| 70 | 1.17 | 3.745 | 54.51 | 228,941 | 27.00 | 72,536 | 156,405 | |
| 80 | 1.33 | 3.426 | 49.87 | 239,352 | 27.00 | 80,635 | 158,717 | |
| 90 | 1.50 | 3.164 | 46.05 | 248,671 | 27.00 | 88,734 | 159,937 | |
| 100 | 1.67 | 2.944 | 42.85 | 257,124 | 27.00 | 96,834 | 160,290 | MAX. |
| 110 | 1.83 | 2.757 | 40.13 | 264,870 | 27.00 | 104,933 | 159,937 | |
| 120 | 2.00 | 2.596 | 37.78 | 272,030 | 27.00 | 113,032 | 158,998 | |
| 130 | 2.17 | 2.455 | 35.73 | 278,694 | 27.00 | 121,131 | 157,563 | |
| 140 | 2.33 | 2.331 | 33.92 | 284,935 | 27.00 | 129,230 | 155,705 | |
| 150 | 2.50 | 2.220 | 32.31 | 290,808 | 27.00 | 137,329 | 153,479 | |

Storage Required: **160,290** cf
Storage Required: 3.680 Ac.-Ft.
w/ release rate of: 27.00 cfs

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER

4/16/24

**TABLE I**

**TIME OF CONCENTRATION DETERMINATION**

## Altamura Subdivision Phase I & II

| COMPUTATION POINT | DESCRIPTION OF RUNOFF MEDIUM | OVERLAND FLOW | | | | CHANNEL, PIPE, STREET, ETC. FLOW | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | C | LENGTH (FT.) | GRADE (%) | TIME (MIN) | WIDTH\DIA. (FT) | GRADE (%) | LENGTH (FT) | VELOCITY (FPS) | TIME (MIN) | TOTAL TIME (MIN) |
| Existing | Overland | 0.200 | 1230 | | 53.48 | | | | | | 53.48 |
| | | | | | | | | | | | |
| D.A. #1 | Overland & Gutter | 0.375 | 185 | | 7.71 | | | 220 | 1.0 | 3.67 | 11.38 |
| D.A. #1-D.A.#2 | Pipe Flow | 0.375 | | | | | | 35 | 3.0 | 0.19 | 11.57 |
| | | | | | | | | | | | |
| D.A. #2 | Overland & Gutter | 0.375 | 245 | | 10.21 | | | 93 | 1.0 | 1.55 | 11.76 |
| D.A.#2-D.A.#5 | Pipe Flow | 0.375 | | | | | | 467 | 3.0 | 2.59 | 14.35 |
| | | | | | | | | | | | |
| D.A.#3 | Overland & Gutter | 0.375 | 185 | | 7.71 | | | 355 | 1.0 | 5.92 | 13.63 |
| D.A.#3-D.A.#4 | Pipe Flow | 0.375 | | | | | | 35 | 3.0 | 0.19 | 13.82 |
| | | | | | | | | | | | |
| D.A.#4 | Overland & Gutter | 0.375 | 179 | | 7.46 | | | 355 | 1.0 | 5.92 | 13.38 |
| D.A.#4-D.A.#5 | Pipe Flow | 0.375 | | | | | | 449 | 3.0 | 2.49 | 15.87 |
| | | | | | | | | | | | |
| D.A.#5 | Overland & Gutter | 0.375 | 179 | | 7.46 | | | 255 | 1.0 | 4.25 | 11.71 |
| D.A.#5-D.A.#6 | Pipe Flow | 0.375 | | | | | | 35 | 3.0 | 0.19 | 16.06 |
| | | | | | | | | | | | |
| D.A.#6 | Overland & Gutter | 0.375 | 185 | | 7.71 | | | 255 | 1.0 | 4.25 | 11.96 |
| D.A.#6-D.A.#9 | Pipe Flow | 0.375 | | | | | | 365 | 3.0 | 2.03 | 18.09 |
| | | | | | | | | | | | |
| D.A.#7 | Overland & Gutter | 0.375 | 185 | | 7.71 | | | 220 | 1.0 | 3.67 | 11.38 |
| D.A.#7-D.A.#8 | Pipe Flow | 0.375 | | | | | | 35 | 3.0 | 0.19 | 11.57 |
| | | | | | | | | | | | |
| D.A.#8 | Overland & Gutter | 0.375 | 245 | | 10.21 | | | 93 | 1.0 | 1.55 | 11.76 |
| D.A.#8-D.A.#12 | Pipe Flow | 0.375 | | | | | | 467 | 3.0 | 2.59 | 14.16 |
| | | | | | | | | | | | |
| D.A.#10 | Overland & Gutter | 0.375 | 185 | | 7.71 | | | 355 | 1.0 | 5.92 | 13.63 |
| D.A.#10-D.A.#11 | Pipe Flow | 0.375 | | | | | | 35 | 3.0 | 0.19 | 13.82 |

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

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

**TABLE IA**

**FLOWRATE DETERMINATION**

## Altamura Subdivision Phase I & II

| COMPUTATION POINT | TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres) | C | TIME (SEE TABLE 1) (minutes) | RETURN FREQUENCY (years) | INTENSITY (in./hr.) | FLOWRATE (c.f.s.) | PIPE SIZE (inches) | MIN. SLOPE (FT./FT.) |
|---|---|---|---|---|---|---|---|---|
| Existing | 38.811 | 0.200 | 53.48 | 10 | 3.478 | 27.00 | | |
| | | | | | | | | |
| D.A. #1 | 1.263 | 0.375 | 11.38 | 10 | 8.274 | 3.92 | | |
| D.A. #1-D.A.#2 | 1.263 | 0.375 | 11.57 | 10 | 8.214 | 3.89 | 24 | 0.030% |
| | | | | | | | | |
| D.A. #2 | 2.976 | 0.375 | 11.76 | 10 | 8.156 | 9.10 | | |
| D.A.#2-D.A.#5 | 4.239 | 0.375 | 14.35 | 10 | 7.449 | 11.84 | 30 | 0.083% |
| | | | | | | | | |
| D.A.#3 | 2.526 | 0.375 | 13.63 | 10 | 7.633 | 7.23 | | |
| D.A.#3-D.A.#4 | 2.526 | 0.375 | 13.82 | 10 | 7.582 | 7.18 | 24 | 0.101% |
| | | | | | | | | |
| D.A.#4 | 2.463 | 0.375 | 13.38 | 10 | 7.698 | 7.16 | | |
| D.A.#4-D.A.#5 | 4.989 | 0.375 | 15.87 | 10 | 7.096 | 13.27 | 30 | 0.105% |
| | | | | | | | | |
| D.A.#5 | 2.238 | 0.375 | 11.71 | 10 | 8.172 | 7.16 | | |
| D.A.#5-D.A.#6 | 11.466 | 0.375 | 16.06 | 10 | 7.053 | 30.33 | 36 | 0.207% |
| | | | | | | | | |
| D.A.#6 | 2.296 | 0.375 | 11.96 | 10 | 8.096 | 7.16 | | |
| D.A.#6-D.A.#9 | 13.762 | 0.375 | 18.09 | 10 | 6.642 | 34.28 | 36 | 0.265% |
| | | | | | | | | |
| D.A.#7 | 1.263 | 0.375 | 11.38 | 10 | 8.274 | 7.16 | | |
| D.A.#7-D.A.#8 | 1.263 | 0.375 | 11.57 | 10 | 8.214 | 3.89 | 24 | 0.030% |
| | | | | | | | | |
| D.A.#8 | 2.976 | 0.375 | 11.76 | 10 | 8.156 | 7.16 | | |
| D.A.#8-D.A.#12 | 4.239 | 0.375 | 14.16 | 10 | 7.495 | 11.91 | 24 | 0.278% |
| | | | | | | | | |
| D.A.#10 | 2.526 | 0.375 | 13.63 | 10 | 7.633 | 7.16 | | |
| D.A.#10-D.A.#11 | 2.526 | 0.375 | 13.82 | 10 | 7.582 | 7.18 | 24 | 0.101% |

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

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

**TABLE I**

**TIME OF CONCENTRATION DETERMINATION**

**Altamura Subdivision Phase I & II**

| COMPUTATION POINT | DESCRIPTION OF RUNOFF MEDIUM | OVERLAND FLOW | | | | CHANNEL, PIPE, STREET, ETC. FLOW | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | C | LENGTH (FT.) | GRADE (%) | TIME (MIN) | WIDTH\DIA. (FT) | GRADE (%) | LENGTH (FT) | VELOCITY (FPS) | TIME (MIN) | TOTAL TIME (MIN) |
| D.A.#11 | Overland & Gutter | 0.375 | 179 | | 7.46 | | | 355 | 1.0 | 5.92 | 13.38 |
| D.A.#11-M.H.#12 | Pipe Flow | 0.375 | | | | | | 449 | 3.0 | 2.49 | 16.31 |
| | | | | | | | | | | | |
| D.A.#9 | Overland & Gutter | 0.375 | 185 | | 7.71 | | | 255 | 1.0 | 4.25 | 11.96 |
| D.A.#9-D.A.#12 | Pipe Flow | 0.375 | | | | | | 35 | 3.0 | 0.19 | 18.29 |
| | | | | | | | | | | | |
| D.A.#12 | Overland & Gutter | 0.375 | 179 | | 7.46 | | | 255 | 1.0 | 4.25 | 11.71 |
| D.A.#12-OUTFALL A | Pipe Flow | 0.375 | | | | | | 230 | 3.0 | 1.28 | 19.56 |
| | | | | | | | | | | | |
| D.A.#13 | Overland & Gutter | 0.375 | 245 | | 10.21 | | | 320 | 1.0 | 5.33 | 15.54 |
| D.A.#13-D.A.#14 | Pipe Flow | 0.375 | | | | | | 35 | 3.0 | 0.19 | 15.74 |
| | | | | | | | | | | | |
| D.A.#14 | Overland & Gutter | 0.375 | 185 | | 7.71 | | | 180 | 1.0 | 3.00 | 10.71 |
| D.A.#14-M.H.#17 | Pipe Flow | 0.375 | | | | | | 190 | 3.0 | 1.06 | 16.79 |
| | | | | | | | | | | | |
| D.A.#15 | Overland & Gutter | 0.375 | 245 | | 10.21 | | | 242 | 1.0 | 4.03 | 14.24 |
| D.A.#15-D.A.#16 | Pipe Flow | 0.375 | | | | | | 35 | 3.0 | 0.19 | 14.44 |
| | | | | | | | | | | | |
| D.A.#16 | Overland & PL | 0.375 | 85 | | 3.54 | | | 85 | 1.0 | 1.42 | 4.96 |
| D.A.#16-M.H.#17 | Pipe Flow | 0.375 | | | | | | 266 | 3.0 | 1.48 | 15.91 |
| M.H.#17-D.A.#17 | Pipe Flow | 0.375 | | | | | | 175 | 3.0 | 0.97 | 17.76 |
| | | | | | | | | | | | |
| D.A.#17 | Overland & Gutter | 0.375 | 185 | | 7.71 | | | 180 | 1.0 | 3.00 | 10.71 |
| D.A.#17-D.A.#18 | Pipe Flow | 0.375 | | | | | | 37 | 3.0 | 0.21 | 17.97 |
| | | | | | | | | | | | |
| D.A.#18 | Overland & Gutter | 0.375 | 245 | | 10.21 | | | 320 | 1.0 | 5.33 | 15.54 |
| D.A.#18-OUTFALL B | Pipe Flow | 0.375 | | | | | | 230 | 3.0 | 1.28 | 19.25 |
| | | | | | | | | | | | |

**TABLE IA**

**FLOWRATE DETERMINATION**

## Altamura Subdivision Phase I & II

| COMPUTATION POINT | TOTAL DRAINAGE AREA CONTRIBUTING TO POINT (acres) | C | TIME (SEE TABLE 1) (minutes) | RETURN FREQUENCY (years) | INTENSITY (in./hr.) | FLOWRATE (c.f.s.) | PIPE SIZE (inches) | MIN. SLOPE (FT./FT.) |
|---|---|---|---|---|---|---|---|---|
| D.A.#11 | 2.463 | 0.375 | 13.38 | 10 | 7.698 | 7.11 | | |
| D.A.#11-M.H.#12 | 4.989 | 0.375 | 16.31 | 10 | 6.999 | 13.09 | 30 | 0.102% |
| | | | | | | | | |
| D.A.#9 | 2.296 | 0.375 | 11.96 | 10 | 8.096 | 6.97 | | |
| D.A.#9-D.A.#12 | 16.058 | 0.375 | 18.29 | 10 | 6.605 | 39.78 | 36 | 0.357% |
| | | | | | | | | |
| D.A.#12 | 2.238 | 0.375 | 11.71 | 10 | 8.172 | 6.86 | | |
| D.A.#12-OUTFALL A | 27.524 | 0.375 | 19.56 | 10 | 6.376 | 65.81 | 36 | 0.976% |
| | | | | | | | | |
| D.A.#13 | 2.255 | 0.375 | 15.54 | 10 | 7.169 | 7.16 | | |
| D.A.#13-D.A.#14 | 2.255 | 0.375 | 15.74 | 10 | 7.125 | 6.03 | 24 | 0.071% |
| | | | | | | | | |
| D.A.#14 | 1.508 | 0.375 | 10.71 | 10 | 8.489 | 7.16 | | |
| D.A.#14-M.H.#17 | 3.763 | 0.375 | 16.79 | 10 | 6.899 | 9.74 | 24 | 0.186% |
| | | | | | | | | |
| D.A.#15 | 2.832 | 0.375 | 14.24 | 10 | 7.476 | 7.16 | | |
| D.A.#15-D.A.#16 | 2.832 | 0.375 | 14.44 | 10 | 7.428 | 7.89 | 24 | 0.122% |
| | | | | | | | | |
| D.A.#16 | 0.659 | 0.375 | 4.96 | 10 | 11.067 | 2.73 | | |
| D.A.#16-M.H.#17 | 3.491 | 0.375 | 15.91 | 10 | 7.086 | 9.28 | 24 | 0.168% |
| M.H.#17-D.A.#17 | 7.254 | 0.375 | 17.76 | 10 | 6.705 | 18.24 | 24 | 0.651% |
| | | | | | | | | |
| D.A.#17 | 1.508 | 0.375 | 10.71 | 10 | 8.489 | 7.16 | | |
| D.A.#17-D.A.#18 | 8.762 | 0.375 | 17.97 | 10 | 6.665 | 21.90 | 24 | 0.939% |
| | | | | | | | | |
| D.A.#18 | 2.255 | 0.375 | 15.54 | 10 | 7.169 | 6.06 | | |
| D.A.#18-OUTFALL B | 11.017 | 0.375 | 19.25 | 10 | 6.431 | 26.57 | 30 | 0.420% |
| | | | | | | | | |

| TABLE 3-2: Intercept Coefficients | |
|---|---|
| | |
| Land Cover/ Flow Regime | "k" |
| Forest with heavy ground litter; hay meadow (overland flow) | 0.076 |
| Trash fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow) | 0.152 |
| Short grass pasture (overland flow) | 0.213 |
| Cultivated straight row (overland flow) | 0.274 |
| Nearly bare and untilled (overland flow); alluvial fans in western mountain regions | 0.305 |
| Grassed waterway (shallow concentrated flow) | 0.457 |
| Unpaved (shallow concentrated flow) | 0.491 |
| Paved area (shallow concentrated flow); small upland gullies | 0.619 |

| Weighted "c" value (POST DEVELOPMENT CONDITIONS) | | | | |
|---|---|---|---|---|
| Type of Drainage Area | "c" value: | Square Footage | Acreage | partial "c" |
| Residential | | | | |
| Single Family (Lots less than 1/4 acre) | 0.35 | 0 | 0.000 | 0.000 |
| Single Family (Lots 1/4 to 1/2 acre) | 0.3 | 0 | 0.000 | 0.000 |
| Single Family (Lots greater than 1/2 acre) | 0.25 | 0 | 0.000 | 0.000 |
| Multi-Family (Less than 20 DU / AC) | 0.45 | 0 | 0.000 | 0.000 |
| Multi-Family (Greater than 20 DU / AC) | 0.55 | 0 | 0.000 | 0.000 |
| | | | | |
| Business Districts: | 0.7 | 0 | 0.000 | 0.000 |
| | | | | |
| Industrial | | | | |
| Light areas | 0.5 | 0 | 0.000 | 0.000 |
| Heavy areas | 0.6 | 0 | 0.000 | 0.000 |
| | | | | |
| Railroad yard areas | 0.2 | 0 | 0.000 | 0.000 |
| | | | | |
| Parks, cemeteries | 0.1 | 0 | 0.000 | 0.000 |
| | | | | |
| Unimproved Areas | | | | |
| Bare Surface | 0.3 | 0 | 0.000 | 0.000 |
| Grassland | 0.25 | 1252744 | 28.759 | 7.190 |
| Cultivated | 0.2 | 0 | 0.000 | 0.000 |
| Ditch/Detention Area | 0.25 | 0 | 0.000 | 0.000 |
| | | | | |
| | | | | |
| Streets | | | | |
| Asphalt Street | 0.7 | 165476 | 3.799 | 2.659 |
| Concrete Street | 0.7 | 0 | 0.000 | 0.000 |
| Driveways | 0.75 | 44200 | 1.015 | 0.761 |
| Parking | 0.75 | 0 | 0.000 | 0.000 |
| Sidewalks | 0.75 | 33180 | 0.762 | 0.571 |
| Houses | 0.75 | 195000 | 4.477 | 3.357 |
| | | | | |
| Total: | | 1,690,600 | 38.811 | 14.539 |
| | | | | |
| **Weighted "c":** | | | **0.375** | |

$C_W=(C_1A_1+C_2A_2+C_3A_3+\ldots C_nA_n) / A_{total}$

$C_W$ = Weighted Runoff Coefficient (Composite Coefficient)
$C_n$ = Runoff Coefficient n-th term
$A_n$ = Area of n-th term
$A_{total}$ = Total Area (acres)
$A_{total}$ = Total Area (acres)

# HIDALGO COUNTY RAINFALL INTENSITY TABLES

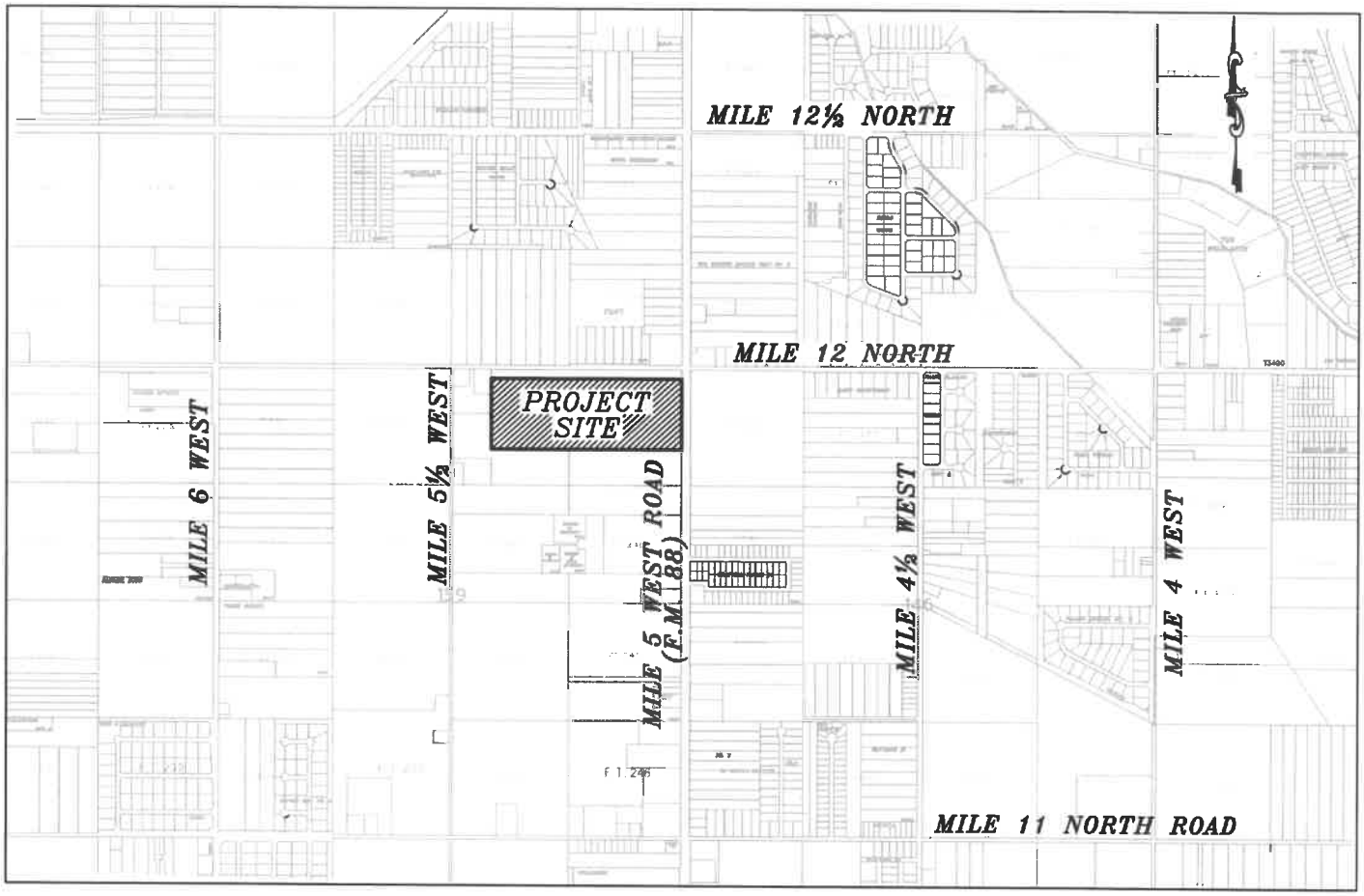
based on Weather Bureau (NWS) Technical Paper No. 40 "Rainfall Frequency Atlas of the United States"

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

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

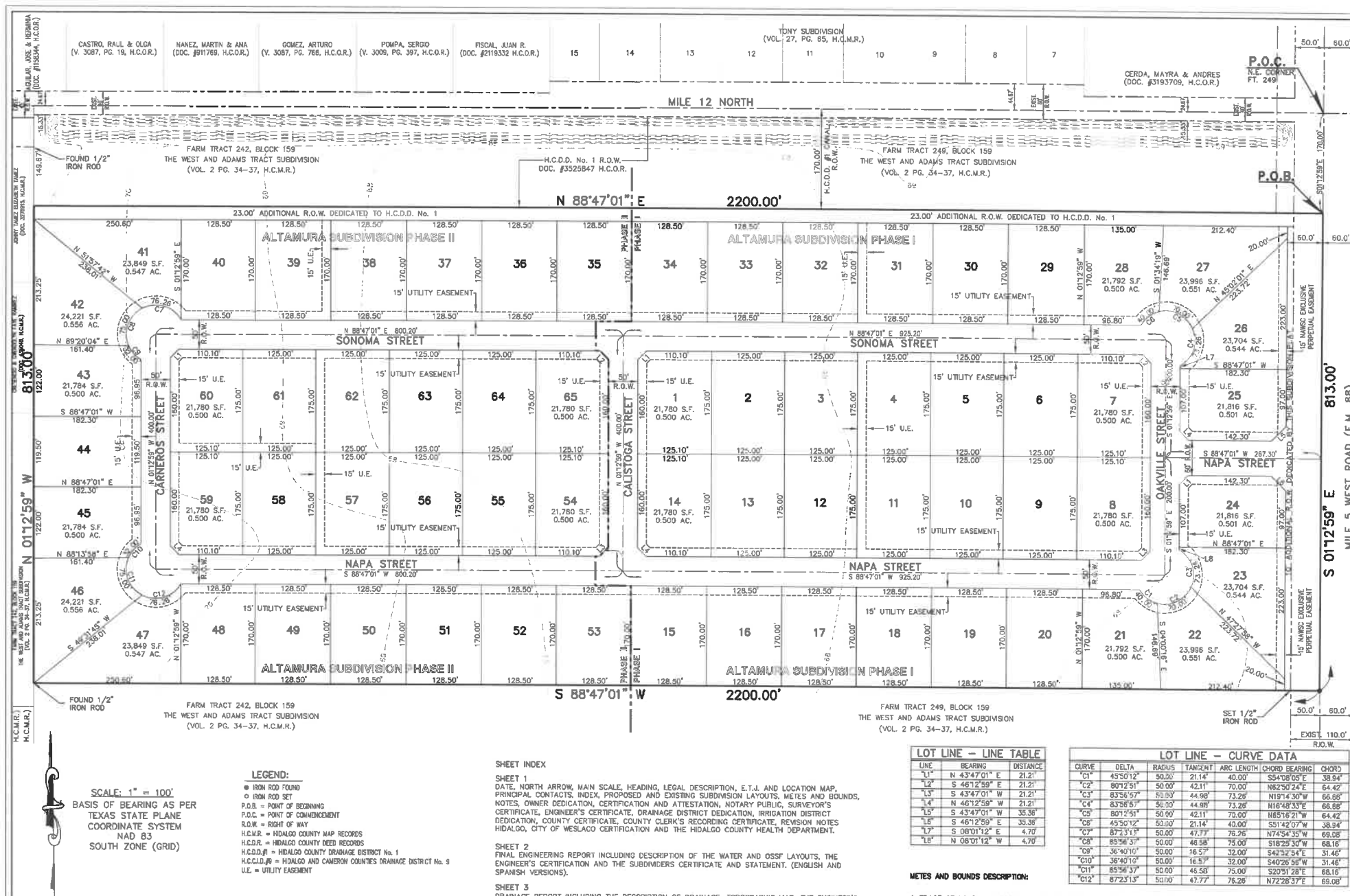
| TIME | 2 yr. | 5 yr. | 10 yr. | 25 yr. | 50 yr. | 100 yr. |
|---|---|---|---|---|---|---|
| 36 | 3.095 | 3.866 | 4.486 | 5.189 | 5.701 | 6.098 |
| 37 | 3.040 | 3.799 | 4.410 | 5.103 | 5.608 | 6.001 |
| 38 | 2.986 | 3.735 | 4.337 | 5.019 | 5.519 | 5.908 |
| 39 | 2.935 | 3.673 | 4.267 | 4.939 | 5.433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

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




# LOCATION MAP

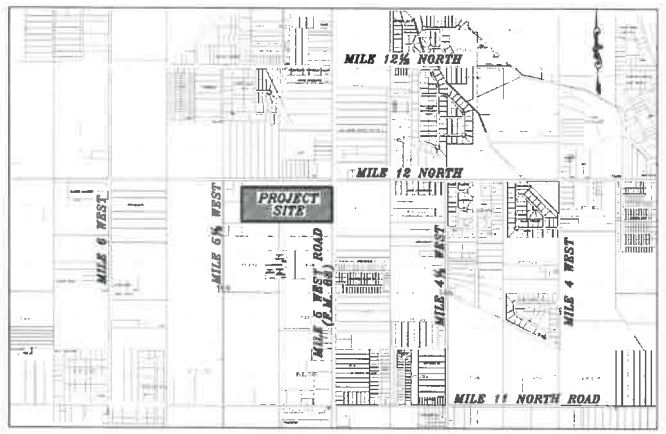
SCALE: 1" = 2000'




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

**LEGEND:**

- ● IRON ROD FOUND
- ○ IRON ROD SET
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT OF WAY
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.D.D.#1 = HIDALGO COUNTY DRAINAGE DISTRICT No. 1
- H.C.C.I.D.#9 = HIDALGO AND CAMERON COUNTIES DRAINAGE DISTRICT No. 9
- U.E. = UTILITY EASEMENT




LOCATION MAP
SCALE: 1" = 2000'

DATE OF PREPARATION: APRIL 15, 2024 DRAWN BY: G. TEEGARDIN


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


SHEET INDEX

SHEET 1
DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, METES AND BOUNDS, NOTES, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES HIDALGO, CITY OF WESLACO CERTIFICATION AND THE HIDALGO COUNTY HEALTH DEPARTMENT.

SHEET 2
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, THE ENGINEER'S CERTIFICATION AND THE SUBDIVIDERS CERTIFICATE AND STATEMENT. (ENGLISH AND SPANISH VERSIONS).

SHEET 3
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION AND CONSTRUCTION DETAILS.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

DATED THIS_____ DAY OF_____ 20 _____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. HCCID#9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

**PRINCIPAL CONTACTS:**

| NAME | ADDRESS | CITY & ZIP | PHONE # /FAX# |
|---|---|---|---|
| OWNER: RD ALTAMURA, LLC | P.O. BOX 6105 | McALLEN, TX 78502 | 956-451-6390 |
| ENGINEER: JAVIER HINOJOSA | 416 E. DOVE AVENUE | MCALLEN, TX 78504 | 668-1588/994-8102 |
| SURVEYOR: CARLOS VASQUEZ | 517 BEAUMONT AVE. | MCALLEN, TX 78501 | 618-1551/618-1547 |

**LOT LINE – LINE TABLE**

| LINE | BEARING | DISTANCE |
|---|---|---|
| "L1" | N 43°47'01" E | 21.21' |
| "L2" | S 46°12'59" E | 21.21' |
| "L3" | S 43°47'01" W | 21.21' |
| "L4" | N 46°12'59" W | 21.21' |
| "L5" | S 43°47'01" W | 35.36' |
| "L6" | S 46°12'59" E | 35.36' |
| "L7" | S 08°01'12" E | 4.70' |
| "L8" | N 08°01'12" W | 4.70' |

**LOT LINE – CURVE DATA**

| CURVE | DELTA | RADIUS | TANGENT | ARC LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|---|
| "C1" | 45°50'12" | 50.00' | 21.14' | 40.00' | S54°08'05"E | 38.94' |
| "C2" | 80°12'51" | 50.00' | 42.11' | 70.00' | N82°50'24"E | 64.42' |
| "C3" | 83°56'57" | 50.00' | 44.98' | 73.26' | N19°14'30"W | 66.85' |
| "C4" | 83°56'57" | 50.00' | 44.98' | 73.26' | N16°48'33"E | 66.88' |
| "C5" | 80°12'51" | 50.00' | 42.11' | 70.00' | N85°16'21"W | 64.42' |
| "C6" | 45°50'12" | 50.00' | 21.14' | 40.00' | S51°42'07"W | 38.94' |
| "C7" | 87°23'13" | 50.00' | 47.77' | 76.26' | N74°54'35"W | 69.08' |
| "C8" | 85°56'57" | 50.00' | 48.58' | 75.00' | S18°25'30"W | 68.16' |
| "C9" | 36°40'10" | 50.00' | 16.57' | 32.00' | S42°32'54"E | 31.46' |
| "C10" | 36°40'10" | 50.00' | 16.57' | 32.00' | S40°26'56"W | 31.46' |
| "C11" | 85°56'57" | 50.00' | 48.58' | 75.00' | S20°51'28"E | 68.16' |
| "C12" | 87°23'13" | 50.00' | 47.77' | 76.26' | N72°28'37"E | 69.08' |

**METES AND BOUNDS DESCRIPTION:**

A TRACT OF LAND CONTAINING 41.08 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 41.08 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING ON THE NORTHEAST CORNER OF SAID FARM TRACT 249, WITHIN THE INTERSECTION OF MILE 5 WEST ROAD (F.M. 88) AND MILE 12 NORTH ROAD, THENCE S 01°12'59" E ALONG THE EAST LINE OF SAID FARM TRACT 249 AND WITHIN THE RIGHT-OF-WAY OF MILE 5 WEST ROAD (F.M. 88), A DISTANCE OF 170.00 FEET A ¾" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 01° 12' 59" E, CONTINUING ALONG THE EAST LINE OF SAID FARM TRACT 249, WITHIN SAID MILE 5 WEST ROAD (F.M. 88) A DISTANCE OF 813.00 FEET, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 88° 47' 01" W, AT DISTANCE OF 50.00 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 5 WEST ROAD (F.M. 88) AS RECORDED IN VOLUME 817, PAGE 294, H.C.D.R. AND THE EAST LINE OF A 15.0 FOOT EASEMENT TO NORTH ALAMO WATER SUPPLY CORP. (NAWSC), RECORDED IN VOLUME 2399, PAGE 551, H.C.D.R., AT DISTANCE OF 65.00 FEET PASS THE WEST LINE OF SAID NAWSC EASEMENT, AT A DISTANCE OF 1,320.00 FEET PASS THE COMMON LINE OF SAID FARM TRACTS 249 AND 242, AND CONTINUING A TOTAL DISTANCE OF 2,200.00 FEET A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 01° 12' 59" W, AT A DISTANCE OF 461.00 FEET PASS A 1/2" IRON ROD FOUND ON THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO CRESENCIO RAMIREZ AND GWENDOLYN FAT RAMIREZ, RECORDED IN DOCUMENT NO. 425048, H.C.D.R. AND CONTINUING ALONG THE EAST LINE OF SAID MARTINEZ TRACT A DISTANCE OF 683.00 FEET PASS A 1/2" IRON ROD FOUND ON THE EASTERN MOST NORTHEAST CORNER OF SAID MARTINEZ TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO JOHNNY TAMEZ AND ELIZABETH TAMEZ, RECORDED IN DOCUMENT NUMBER 3276915, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID TAMEZ TRACT AT A DISTANCE OF 813.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" SET ON THE SOUTH RIGHT-OF-WAY LINE OF A 170 FOOT HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RIGHT-OF-WAY FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 88° 47' 01" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HIDALGO COUNTY DRAINAGE DISTRICT No.1 RIGHT-OF-WAY, AT DISTANCE OF 880.00 FEET PASS THE COMMON NORTH CORNER OF SAID FARM TRACTS 242 AND 249 AND CONTINUING ALONG THE SOUTH LINE OF SAID DRAINAGE DISTRICT RIGHT-OF-WAY, AT 2,150.00 FEET THE WEST RIGHT-OF-WAY LINE OF SAID MILE 5 WEST (F.M. 88), IN ALL A TOTAL DISTANCE OF 2,200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 41.08 ACRES OF LAND, MORE OR LESS.

**LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY**

ALTAMURA SUBDIVISION PHASE I IS LOCATED IN WEST CENTRAL PORTION OF HIDALGO COUNTY PRECINCT No. 1 APPROXIMATELY 20,000 FEET NORTH INTERSTATE 2. THE NEAREST MUNICIPALITY IS THE CITY OF WESLACO. ACCORDING TO THE OFFICIAL MAP OF THE CITY OF WESLACO THE PROPERTY LIES APPROXIMATELY 2.0 MILES NORTH OF THE CITY LIMITS (AND IS INSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 212.001 & 42.021

**GENERAL PLAT NOTES & RESTRICTIONS:**

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0450 C, REVISED MAY 30, 2002. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE JURISDICTION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IN IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 25.00 FEET
REAR: 20% OF LOT DEPTH, NOT TO EXCEED 25 FEET OR GREATER FOR ESM'T.
SIDE: 6.00 FEET OR GREATER FOR EASEMENT
SIDE CORNER: 10.00 FEET OR TO EASEMENT LINE, WHICHEVER IS GREATER
3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST STIPULATE ON ALL DEEDS AND CONTRACTS FOR DEEDS APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND OR ELEVATION 69.00, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOT'S LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FLOOR ELEVATIONS FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. BENCHMARK NOTE: ELEVATION=67.16 TOP OF STORM MANHOLE LOCATED APPROXIMATELY 48 FEET NORTH AND 45' EAST OF THE INTERSECTION OF MILE 12 AND F.M. 88.
6. SET 1/2" IRON ROD ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
7. STREET LIGHTS AND STREET SIGNS SHALL BE INSTALLED IN ACCORDANCE TO THE CITY OF WESLACO ORDINANCE BY THE DEVELOPER PRIOR TO ISSUANCE OF A BUILDING PERMIT.
8. STREET LIGHTS MUST BE LOCATED AT 300-FOOT MAXIMUM SPACING.
9. CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTION AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
10. DRAINAGE: (DETENTION REQUIREMENTS FOR ALTAMURA SUBDIVISION PHASE I & II)

IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, ALTAMURA SUBDIVISION PHASE I AND II WILL BE REQUIRED TO DETAIN A COMBINED TOTAL OF 160.290 CUBIC FEET (3.68 ACRE-FEET) OF STORM RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS AND WILL BE ACCOMPLISHED AS FOLLOWS:

THE DEVELOPER WILL OVER-EXCAVATE BY ELEVEN FEET THE PROPOSED HIDALGO COUNTY DRAINAGE DISTRICT No. 1 DRAINAGE DITCH ABOVE THE MAINTENANCE BENCH TO FULFILL DETENTION REQUIREMENTS. THE OVER-EXCAVATION WILL NET AN INCREASE OF 175,797 CUBIC FEET (4.035 AC. FT.). THE PROPOSED DETENTION HAS THE CAPACITY TO DETAIN THE DIFFERENCE BETWEEN THE 10-YEAR AND 50-YEAR STORM. DETENTION AS PROPOSED WILL ACCOMODATE THE REQUIREMENTS FOR BOTH ALTAMURA PHASE I AND II.

11. A 4-FOOT SIDEWALK SHALL BE REQUIRED ALONG BOTH SIDES OF INTERIOR STREETS AT TIME OF BUILDING PERMIT.
12. A 5-FOOT SIDEWALK SHALL BE REQUIRED ALONG THE WEST SIDE OF F.M. 88 UPON THE ISSUANCE OF A NOTICE TO PROCEED.
13. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
14. A 6-FOOT TALL CEDAR FENCE SHALL BE REQUIRED ALONG THE NORTH LOT LINES OF LOTS 27 THROUGH 41 INCLUSIVE, AT THE TIME OF LOT'S OCCUPANCY.
15. ON-STE SEWAGE FACILITIES (OSSF) NOTE:

THIS SUBDIVISON SHALL USE ON-STE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AS OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED.

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

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

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.

E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.

16. THERE ARE NOT WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
17. JASON GARZA, THE OWNER AND SUBDIVIDER OF ALTAMURA SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
18. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
19. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY UTILITY PROVIDERS.
20. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.
21. 1/2" DIAMETER IRON RODS SET AT ALL LOT CORNERS. UNLESS OTHERWISE SPECIFIED.
22. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
23. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWXP) REQUIREMENTS.
24. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.
25. A 6' BUFFER SHALL BE REQUIRED WHEN ADJOINING ANY COMMERCIAL LOT WHETHER EXISTING OR WHEN SUCH COMMERCIAL LOT IS EVIDENT BY LOT OWNER.
26. STREET AND STOP SIGNS WILL BE INSTALLED BY THE DEVELOPER.

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED
PROFESSIONAL ENGINEER

FILE 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

# SUBDIVISION PLAT OF
# ALTAMURA SUBDIVISION PHASE I & II

**A TRACT OF LAND CONTAINING 41.08 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

**OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION**

I, JASON GARZA, AS OWNER OF THE 41.06 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ALTAMURA SUBDIVISION PHASE I AND II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S232.032, AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARD.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE STANDARD.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS AND
(D) GAS CONNECTIONS, 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.

_____
BY: JASON GARZA, DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78502

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD JASON GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20_____ A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.

ON THIS THE _____ DAY _____, 20_____ A.D.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

**CITY OF WESLACO**
**CERTIFICATE OF PLAT APPROVAL**
**UNDER LOCAL GOVERNMENT CODE §232.028(a)**

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO ATTEST: CITY SECRETARY

DATE:_____ DATE:_____

THIS SUBDIVISION PLAT OF ALTAMURA SUBDIVISION PHASE I HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE HIDAGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20_____ A.D.

_____
CHAIRMAN , PLANNING & ZONING COMMISSION

**COUNTY OF HIDALGO**
**CERTIFICATE OF PLAT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____ 20_____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

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

JAVIER HINOJOSA, P.E. DATE 4/16/24
LICENSED PROFESSIONAL ENGINEER NO. 74808

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF ALTAMURA SUBDIVISION PHASE I AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON JUNE 22, 2022.

_____
CARLOS VASQUEZ, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS, LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
TEL. (956) 618-1551 DATE SURVEYED: 06-22-2022
TBPELS FIRM No. 10119600

| REVISIONS |
|---|
| |
| |
| |

SHEET NO. 1 OF 3

220406

**COST ESTIMATE:**

| | |
|---|---|
| STREET PAVING | $ 1,023,682.50 |
| WATER SUPPLY SYSTEM: | $ 547,204.00 |
| SEPTIC TANK SYSTEM: | $ 67,500.00 |
| DRAINAGE: | $ 432,902.50 |

**SUBDIVIDER CERTIFICATION:**

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDAROS AND THAT (A) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDAROS AND (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDAROS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

I, JASON GARZA, SUBDIVIDER OF ALTAMURA SUBDIVISION PHASE I, HEREBY CERTIFY THAT SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

BY: JASON GARZA, DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78596

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD NORALINDA G. GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20_____A.D.

NOTARY PUBLIC
MY COMMISSION EXPIRES_____

**FINAL ENGINEERING REPORT FOR ALTAMURA SUBDIVISION PHASE I**
BY JAVIER HINOJOSA, P.E.
**WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE**

ALTAMURA SUBDIVISION PHASE I IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION. THE SUBDIVIDER AND NORTH ALAMO WATER SUPPLY CORPORATION HAVE ENTERED INTO A CONTRACT IN WHICH NORTH ALAMO WATER SUPPLY CORPORATION HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST THIRTY YEARS AND NORTH ALAMO WATER SUPPLY CORPORATION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG-TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. NORTH ALAMO WATER SUPPLY CORPORATION HAS AN EXISTING 8" DIAMETER WATER LINE LOCATED ALONG THE WEST SIDE OF F.M. 88. 791 FEET OF EXISTING 8" WATER LINE WILL BE RELOCATED INTO A 15' NAWSC EXCLUSIVE PERPETUAL EASEMENT WITHIN THE SUBDIVISION ALONG F.M. 88. 8" NAWSC WATER LINES WILL BE EXTENDED INTO THE SUBDIVISION WITHIN THE NORTH RIGHT OF WAY OF NAPA STREET, WITHIN THE WEST RIGHT OF WAY LINE OAKVILLE STREET, WITHIN THE EAST RIGHT OF WAY LINE OF CALISTOGA STREET AND CARNEROS STREET AND THE WITHIN THE SOUTH RIGHT OF WAY LINE OF SONOMA STREET FOR A TOTAL OF 4,624 FEET OF 8" WATER LINE. EACH LOT IS PROVIDED WITH A 3/4" INCH WATER SERVICE CONNECTING TO THE EXISTING 8" WATER LINE. A TOTAL OF 34 3/4" SINGLE SERVICE LINES CONNECTIONS HAVE BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS INSTALLED SEVEN FIRE HYDRANTS WITHIN THE SUBDIVISION. THE COST FOR INSTALLATION OF THE WATER IMPROVEMENTS IS A TOTAL OF $547,204.00. THE SUBDIVIDER HAS IN ADDITION PAID TO THE NORTH ALAMO WATER SUPPLY CORPORATION THE SUM OF $67,650.00 WHICH COVERS THE COST PER LOT FOR THE WATER METER (INCLUDING INSTALLATION COSTS, ALL TAP FEES, WATER RIGHTS AND MEMBERSHIP FEES). UPON REQUEST BY THE OWNER OF A LOT, NORTH ALAMO WATER SUPPLY CORPORATION WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY NORTH ALAMO WATER SUPPLY CORPORATION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

**REPORTE DE INGENIERIA DE ALTAMURA SUBDIVISON FASE I**
BY: JAVIER HINOJOSA P.E.
**ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD**

LA SUBDIVISION DE ALTAMURA FASE I SERA ABASTECIDA CON AGUA POTABLE POR LA COMPAÑIA DE ALAMO WATER SUPPLY CORPORATION. EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑIA DE ALAMO WATER SUPPLY CORPORATION HAN FIRMADO UN CONTRATO EN EL CUAL LA COMPAÑIA DE ALAMO WATER SUPPLY CORPORATION SE HA COMPROMETIDO A PROPORCIONAR AGUA SUFICIENTE A ESTA SUBDIVISIÓN POR LO MENOS HASTA TREINTA AÑOS Y TAMBIEN LA COMPAÑIA DE ALAMO WATER SUPPLY CORPORATION TENDRA QUE PROPORCIONAR LA DOCUMENTACIÓN PARA ABASTECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE AGUA A LARGO PLAZO DE LOS SUMINISTROS DE AGUA DISPONIBLES PARA SERVIR AL PLENO DESARROLLO DE ESTA SUBDIVISIÓN. DENTRO DE LA SUBDIVISIÓN POR EL CAMINO F.M. 88 EXTENDERAN UNA LINEA DE 8" DENTRO DEL R.O.W. DE LA CALLE NAPA Y TAMBIEN AL OESTE DEL R.O.W. DE LA CALLE OAKVILLE, DENTRO DEL OESTE R.O.W. DE LA CALLE CALISTOGA Y DE LA CALLE CARNEROS DENTRO DEL SUR DEL R.O.WDE LA CALLE SONOMA, SERA UN TOTAL DE 4,624 PIES LINEALES DE AGUA POTABLE DE 8" DE DIAMETRO ESTA SUBDIVISIÓN SE CONECTARA A LA LINEA DE AGUA EXISTENTE DE 8" CADA LOTE TENDRA UN SERVICIO DE AGUA DE 3/4" DE PARA CONECTARSE A LA LINEA DE AGUA EXISTENTE DE 8". SERAN INSTALADAS UN TOTAL DE 34 SERVICIO DE 3/4" SENCILLOS Y EL DUEÑO TENDRA QUE INSTALAR 7 HIDRANTES EN ESTA SUBDIVISION. EL COSTO PARA LA INSTALACIÓN DE LAS MEJORAS DEL AGUA ES UN TOTAL DE $547,204.00. EL DUEÑO TENDRA QUE PAGAR A LA COMPAÑIA DE AGUA, EL ABASTECIMIENTO. LA SUMA DE $67,650.00 QUE CUBRE EL COSTO POR CADA LOTE PARA EL MEDIDOR DE AGUA (INCLUYENDO COSTOS DE INSTALACIÓN, TODOS LOS HONORARIOS DE TAP, DERECHOS DE AGUA Y CUOTAS DE MEMBRESIA). A PETICIÓN DEL PROPIETARIO, NORTH ALAMO WATER SUPPLY CORPORATION. INMEDIATAMENTE INSTALARÁ SIN CARGO EL MEDIDOR DE AGUA PARA ESE LOTE. LAS INSTALACIONES DEL AGUA HAN SIDO APROBADAS Y ACEPTADAS POR NORTH ALAMO WATER SUPPLY. Y DICHO SISTEMA DE DISTRIBUCIÓN INICIARA A PARTIR DE LA FECHA QUE SEA REGISTRADO EL PLAT.

**SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE**

SEWAGE FROM ALTAMURA SUBDIVISION PHASE I IS TREATED BY INDIVIDUAL ONSITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR REPLACEMENT DRAIN FIELD.

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A SANDY LOAM SOIL FOR THE AREA. A TOTAL OF 2 SOIL BORING WERE PEFORMED FOR THIS SUBDIVISION. THE SOIL IS UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR THE FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $97,500.00. WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC SYSTEM IN THE SALES PRICE OF EACH LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

**DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA FECHA DE OPERABILIDAD**

EL DRENAJE DE ALTAMURA SUBDIVISION FASE I CONSISTE DE UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO RESPONSABLE DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION PROPUESTA MIDE POR LO MENOS ½ ACRE SE HICIERON 2 EXCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TIPO FINO-ARCILLOSO ARENOSO) Y SE EXTIENDE 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS ABAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE EN PERFECTAS CONDICIONES.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR ES $ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO Y LICENCIA. EN EL MOMENTO DE LA APLICACIÓN PARA FINALIZAR EL PLAT, NO SE HA INSTALADO NINGUNA FOSA SEPTICA. CON DICHA APLICACION, EL SUBDIVIDOR PROVEERA BUENAS GARANTIAS ECONOMICAS SUFICIENTES EN FORMA DE (CHEQUE DE CAJERO O CHEQUE PERSONAL) REPRESENTANDO UN DEPOSITO EN EFECTIVO QUE ESTARA EN POSECION DEL CONDADO DE HIDALGO POR LA CANTIDAD DE $97,500.00. QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA SEPTICO EN CADA LOTE. EL SUBDIVIDOR INCLUIRA EL COSTO DEL SISTEMA SEPTICO EN LA VENTA DE CADA LOTE.

EN CUALQUIER MOMENTO DESPUES DE LA VENTA DEL TERRENO, EL COMPRADOR PUEDE INICIAR LA INSTALACION DEL SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO. EL PROPIETARIO ES EL RESPONSABLE DE METER LA APLICACION PARA EL PERMISO DE INSTALACION DEL SISTEMA SEPTICO CON EL DEPARTAMENTO DE SANIDAD DEL CONDADO DE HIDALGO. EL SISTEMA SEPTICO DEVERA SER INSTALADO ANTES DE QUE EL CONDADO OTORGUE EL PERMISO FINAL PARA LA LUZ Y AGUA.

**CERTIFICATION:**

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL THE WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED UPON FINAL PLAT APPROVAL, EXCEPT FOR INSTALLATION OF WATER METERS, AT A COST OF $ 547,204.00. THE SUBDIVIDER HAS ALSO PAID A TOTAL OF $ 67,650.00 NORTH ALAMO WATER SUPPLY CORP. TO COVER THE COSTS OF INSTALLATION OF METERS, WATER RIGHTS, MEMBERSHIPS AND ALL TAP FEES.

SEWAGE FACILITIES – SEPTIC SYSTEMS HAVE BEEN CONSTRUCTED UPON FINAL PLAT APPROVAL BY MEANS OF SEPTIC TANKS AND DRAIN FIELDS AT A COST OF $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL COST OF $97,500.00 FOR THE SUBDIVISION.

JAVIER HINOJOSA, P.E., #74808 DATE

**CERTIFICACION:**

CON MI FIRMA CERTIFICO QUE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO DESCRITOS ANTERIORMENTE, CUMPLAN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.

CERTIFICO QUE LOS COSTOS ESTIMADOS DE INSTALACION DE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO (OSSF). DISCUTIDOS ANTERIORMENTE SON DE LA SIGUIENTE MANERA:

AGUA – EL SISTEMA ESTARA TOTALMENTE CONSTRUIDO DESPUES DE LA APROBACION DEL PLANO FINAL, EXCEPTO LA INSTALACION DE MEDIDORES DE AGUA CON UN COSTO DE $ 547,204.00. LA PERSONA ENCARGADA O DUEÑO DE LA SUBDIVISION DEBERA PAGAR UN TOTAL DE $ 67,650.00 A NORTH ALAMO WATER SUPPLY CORP. PARA CUBRIR LOS GASTOS, DE INSTALACION DE MEDIDORES DE AGUA, POR LOS DERECHOS DE AGUA, Y COSTOS DE INSTALACION.

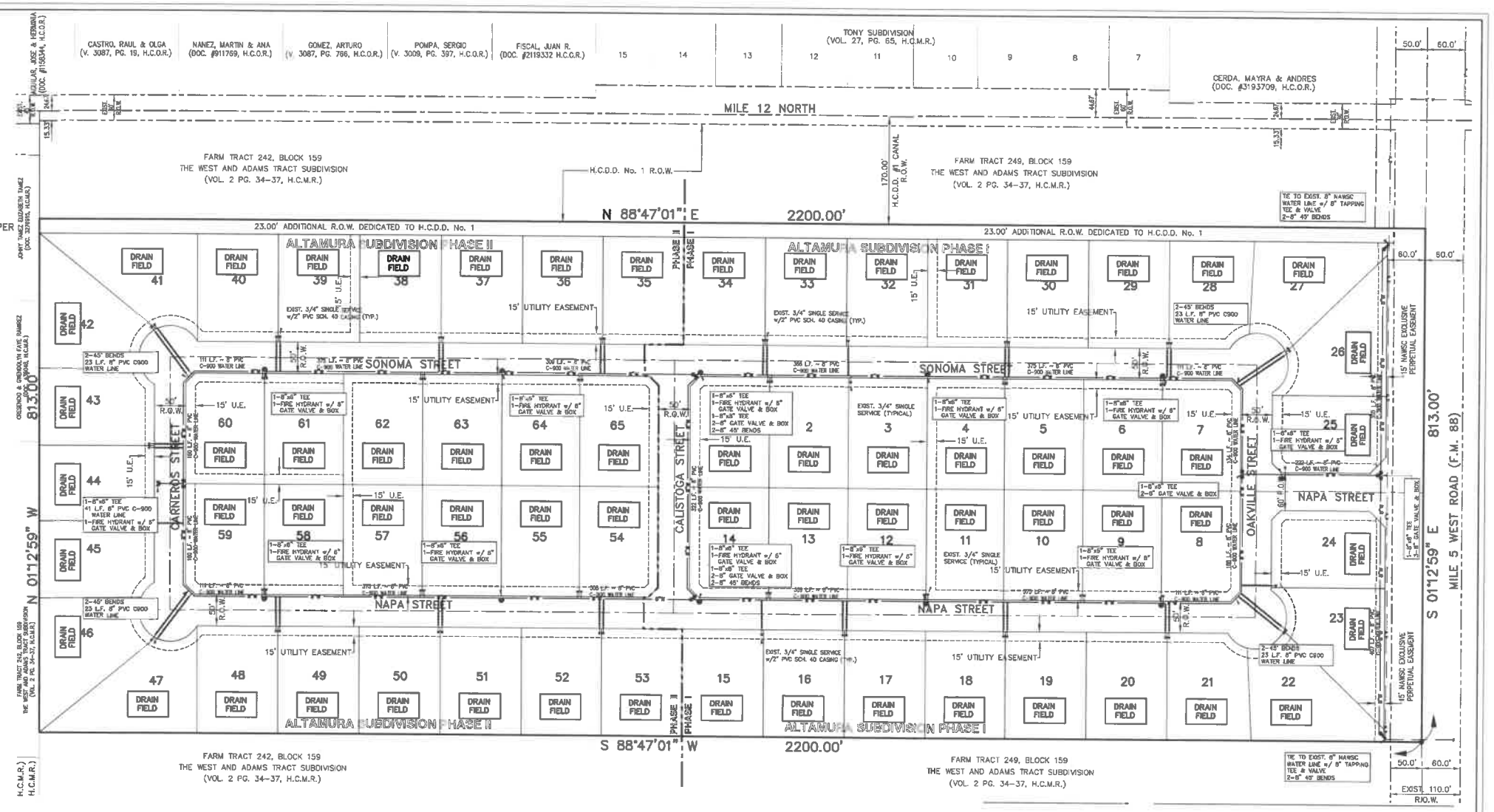
DRENAJE SANITARIO – EL SISTEMA SEPTICO HA SIDO CONSTRUIDO AL TIEMPO DE LA APROBACION FINAL CONSISTIENDO EN TANQUES SEPTICOS Y DESAGUES A UN COSTO DE $ 1,500.00 POR LOTE (TODO INCLUIDO), CON UN TOTAL DE $ 97,500.00 POR LA SUBDIVISION.

JAVIER HINOJOSA, P.E., #74808 DATE

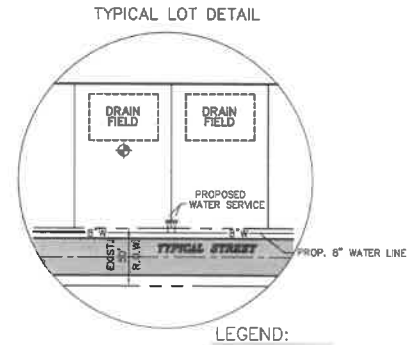
**REVISIONS**

| | |
|---|---|
| | |
| | |
| | |
| | |

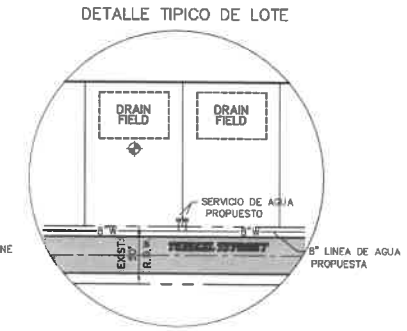
SCALE: 1" = 100'
BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 SOUTH ZONE (GRID)




TYPICAL LOT DETAIL

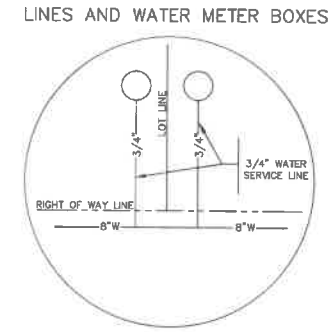



DETALLE TIPICO DE LOTE



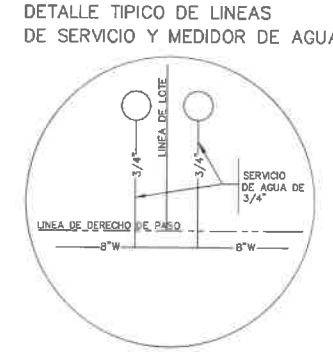

LEGEND:
APPROXIMATE LOCATION OF SOIL BORINGS AS PERFORMED BY THE SOILS EVALUATOR.

TYPICAL DETAIL OF SERVICE LINES AND WATER METER BOXES




LEGEND
WATER METER BOX

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDOR DE AGUA




LEGEND
MEDIDOR DE AGUA

FILE 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

# ALTAMURA SUBDIVISION PHASE I & II

## WATER DISTRUBUTION MAP AND SEWER LAYOUT
## MAPA DE DISTRIBUICION DE AGUA Y DRENAJE

SHEET NO. 2 OF 3


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


220406

**COST ESTIMATE:**

| | |
|---|---|
| STREET PAVING | $ 1,023,682.50 |
| WATER SUPPLY SYSTEM: | $ 547,204.00 |
| SEPTIC TANK SYSTEM: | $ 97,500.00 |
| DRAINAGE: | $ 432,902.50 |

## DRAINAGE REPORT
## ALTAMURA SUBDIVISION PHASE I

### INTRODUCTION
ALTAMURA SUBDIVISION IS A 41.06-ACRE TRACT OF LAND OUT OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACT SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 34-37, HIDALGO COUNTY MAPRECORDS. ALTAMURA SUBDIVISION PHASE I IS 22.45 ACRES AND PHASE 2 IS 18.61 ACRES. THIS SUBDIVISION IS LOCATED 170 FEET SOUTH OF THE NORTHEAST CORNER OF MILE 12 NORTH AND MILE 5 WEST (F.M. 88) AND IS WITHIN THE E.T.J. OF WESLACO, TEXAS.

### FLOOD PLAIN
ALTAMURA SUBDIVISION PHASE I AND II IS LOCATED IN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0450C, MAP REVISED MAY 30, 2002 TO REFLECT LOMR. ZONE "X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN." THE MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB AS MEASURED AT THE CENTER OF THE LOT OR ELEVATION 69.00, WHICHEVER IS HIGHER.

### SOIL CONDITIONS
ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE USDA NATURAL RESOURCES CONSERVATION SERVICE; THE SOILS IN THIS SUBDIVISION ARE FOUND TO BEHIDALGO FINE SANDY LOAM (25) AND HIDALGO SANDY CLAY LOAM (28). SOILS GROUP 25 AND 28 ARE IN HYDROLOGIC GROUP "B" AND ARE MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX.

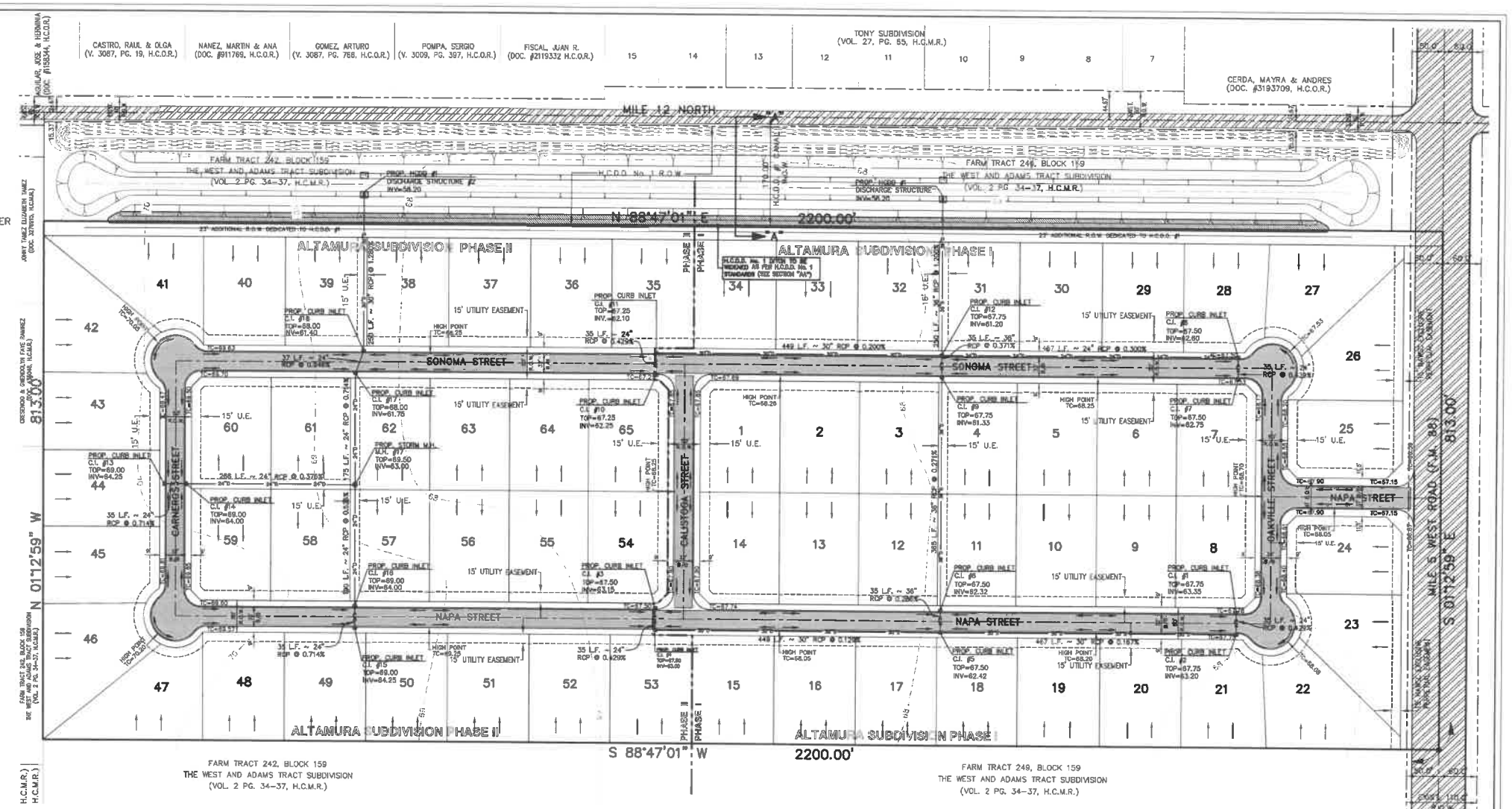
### PRE-DEVELOPED CONDITIONS
THE CURRENT LAND USE FOR THIS PROPERTY HAS BEENUSED FOR AGRICULTURAL PURPOSES AND HAS AN EXISTING RUNOFF IN A NORTHEASTERLY DIRECTION. BASED ON AN EXISTING 10-YEAR STORM, A TOTAL STORM RUNOFF OF 27.00 CUBIC FEET PER SECOND IS BEING GENERATED BY THIS SUBDIVISION.

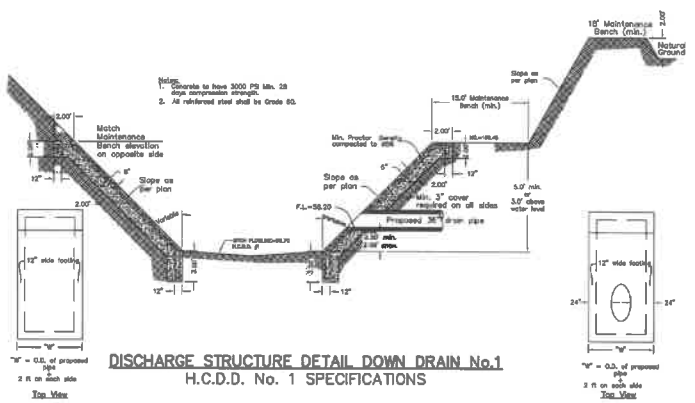
### PROPOSED CONDITIONS
ALTAMURA SUBDIVISION IS A PROPOSED 65 LOT, SINGLE-FAMILY SUBDIVISION WITH 34 LOTS OCCURRING IN PHASE I, AND 31 LOTS IN PHASE II. DRAINAGE SHALL BE ACCOMPLISHED WITHIN THIS DEVELOPMENT WITH THE PLACEMENT OF CURB INLETS TO INTERCEPT DRAINAGE RUNOFF GENERATED BY THIS SUBDIVISION. PIPE SIZES SHALL RANGE FROM A 24" TO 36" THROUGHOUT THE SUBDIVISION AND DISCHARGE INTO A H.C.D.D. #1 DRAINAGE DITCH ALONG THE SOUTH SIDE OF MILE 12 IN TWO LOCATIONS. PHASE I SHALL DISCHARGE INTO THE DITCH WITH A 36"PIPE AND PHASE II SHALL DISCHARGE WITH A 30"PIPE. PHASE I AND II OF THIS DEVELOPMENT WILL INCREASE RUNOFF TO A MAXIMUM OF 116.41 CUBIC FEET PER SECOND BASED ON THE 50-YEAR STORM FREQUENCY FOR AN INCREASE Q OF 89.41 CUBIC FEET PER SECOND. REQUIRED DETENTION FOR THIS SUBDIVISION IS 160,290 CUBIC FEET (3.68 AC.FT.). THE H.C.D.D.#1 DRAINAGE DITCH SHALL BE OVER-EXCAVATED BY ELEVEN FEET ABOVE THE BENCHED MAINTENANCE ROAD TO FULFILL DETENTION REQUIREMENTS. THIS WILL NET AN INCREASE IN CAPACITY OF 175,797 CUBIC FEET (4.04 AC.FT.). THE EXCAVATION OF THE DETENTION AREA SHALL BE FULLY EXCAVATED AS PART OF ALTAMURA PHASE I CONSTRUCTION AND WAS DESIGNED TO ADEQUATELY HOLD THE NECESSARY DETENTION FOR BOTH PHASES OF THE DEVELOPMENT. H.C.D.D. #1 HAS PURCHASED THE NECESSARY PROPERTY FROM THE DEVELOPER FOR THE DRAINAGE DITCH AS PART OF THE 2018 BOND ISSUE. IN ADDITION, THE DEVELOPER SHALL DEDICATE AN ADDITIONAL 23 FEET TO THE DRAINAGE DISTRICT FOR THE FURTHER EXPANSION OF THE DITCH. HCDD NO. 1 DISCHARGE STRUCTURES SHALL BE INSTALLED AS REQUIRED BY THE DRAINAGE DISTRICTS PERMIT. CHOKES ON THE DISCHARGE PIPE WILL NOT BE REQUIRED BECAUSE THE DETENTION AREA IS PART OF THE DRAINAGE DITCH.

### CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0450 C, REVISED MAY 30, 2000 TO REFLECT L.O.M.R.

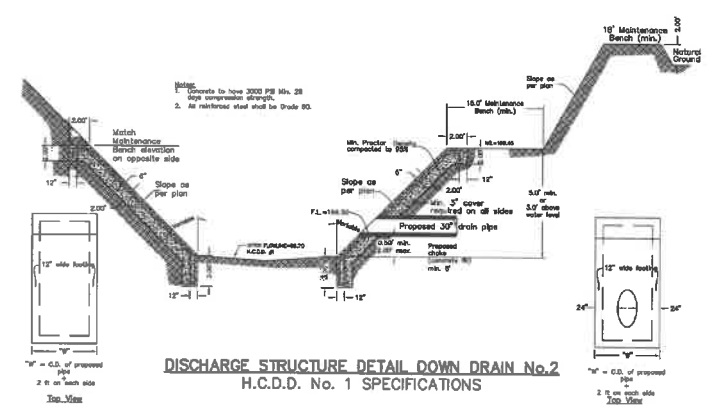
JAVIER HINOJOSA, P.E. #74808 DATE

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

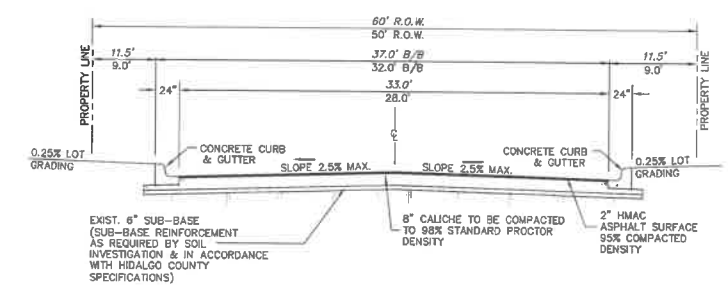


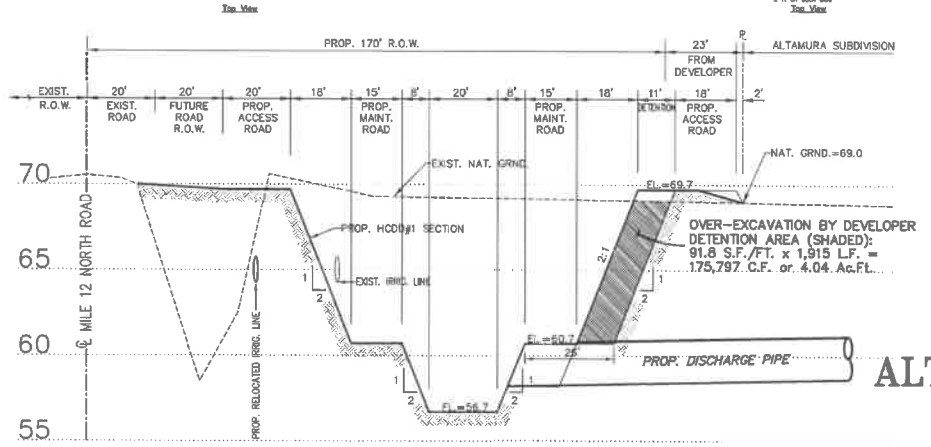

DISCHARGE STRUCTURE DETAIL DOWN DRAIN No.1
H.C.D.D. No. 1 SPECIFICATIONS




DISCHARGE STRUCTURE DETAIL DOWN DRAIN No.2
H.C.D.D. No. 1 SPECIFICATIONS




MINOR RESIDENTIAL STREET SECTION




SECTION "AA" – PROPOSED H.C.D.D.#1 DITCH CROSS SECTION

NOTE:

ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

FILE 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

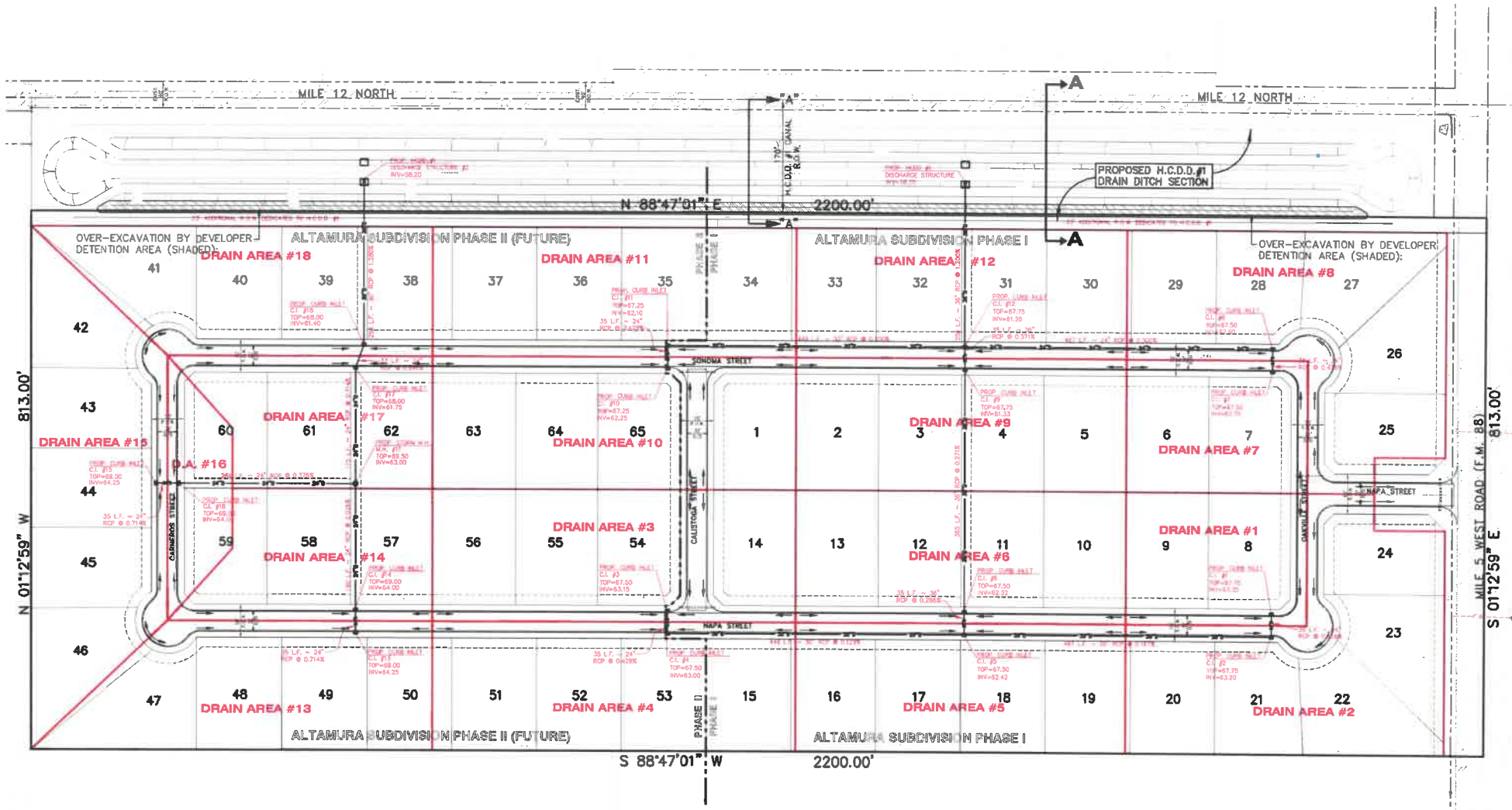
REVISIONS

# ALTAMURA SUBDIVISION PHASE I & II
## MAP OF TOPOGRAPHY AND DRAINAGE
## MAPA DE TOPOGRAPHIA Y DESAGUE

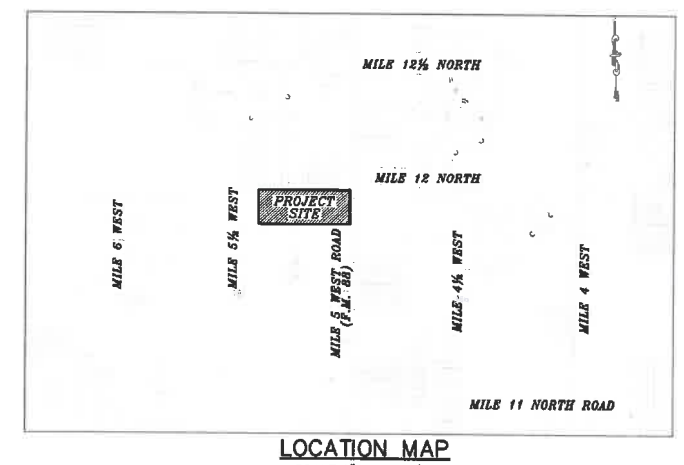
SHEET NO. 3 OF 3

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

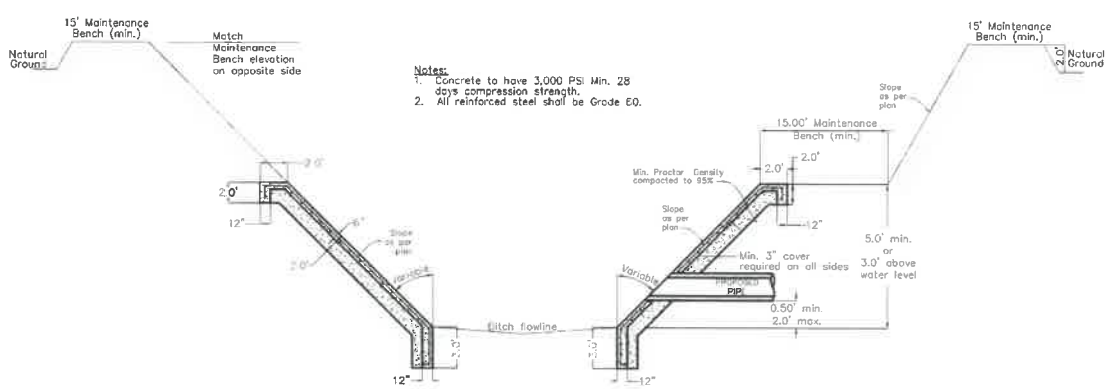
220406



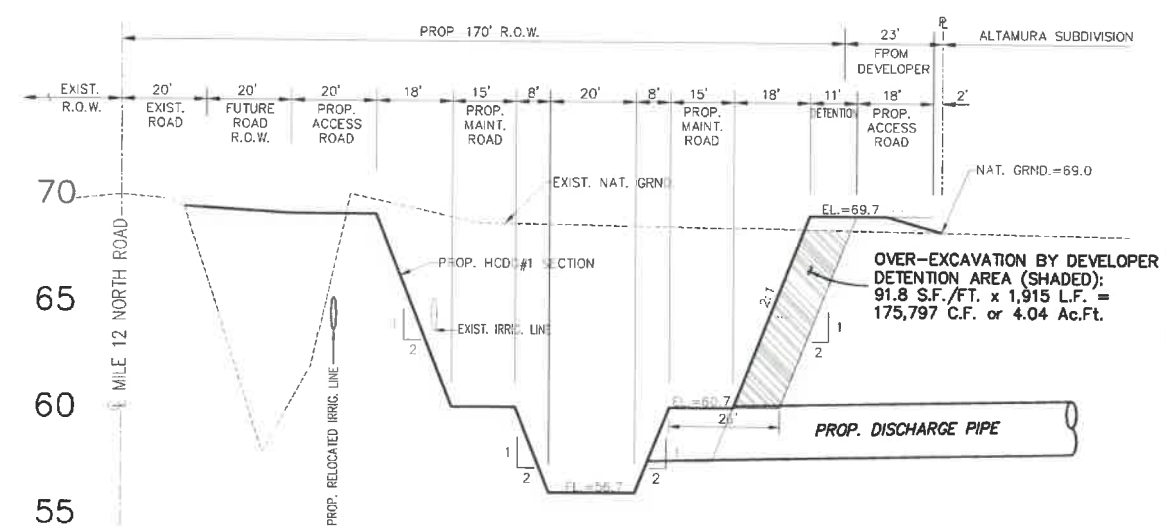

SCALE: 1" = 100'




LOCATION MAP
SCALE: 1" = 2000'




H.C.D.D. No. 1 DISCHARGE STRUCTURE




SECTION "AA" – PROPOSED H.C.D.D.#1 DITCH CROSS SECTION
SCALE: HORIZ.: 1" = 20'
VERT. : 1" = 4'

STATE OF TEXAS
JAVIER HINOJOSA
74808
REGISTERED PROFESSIONAL ENGINEER

4/16/24

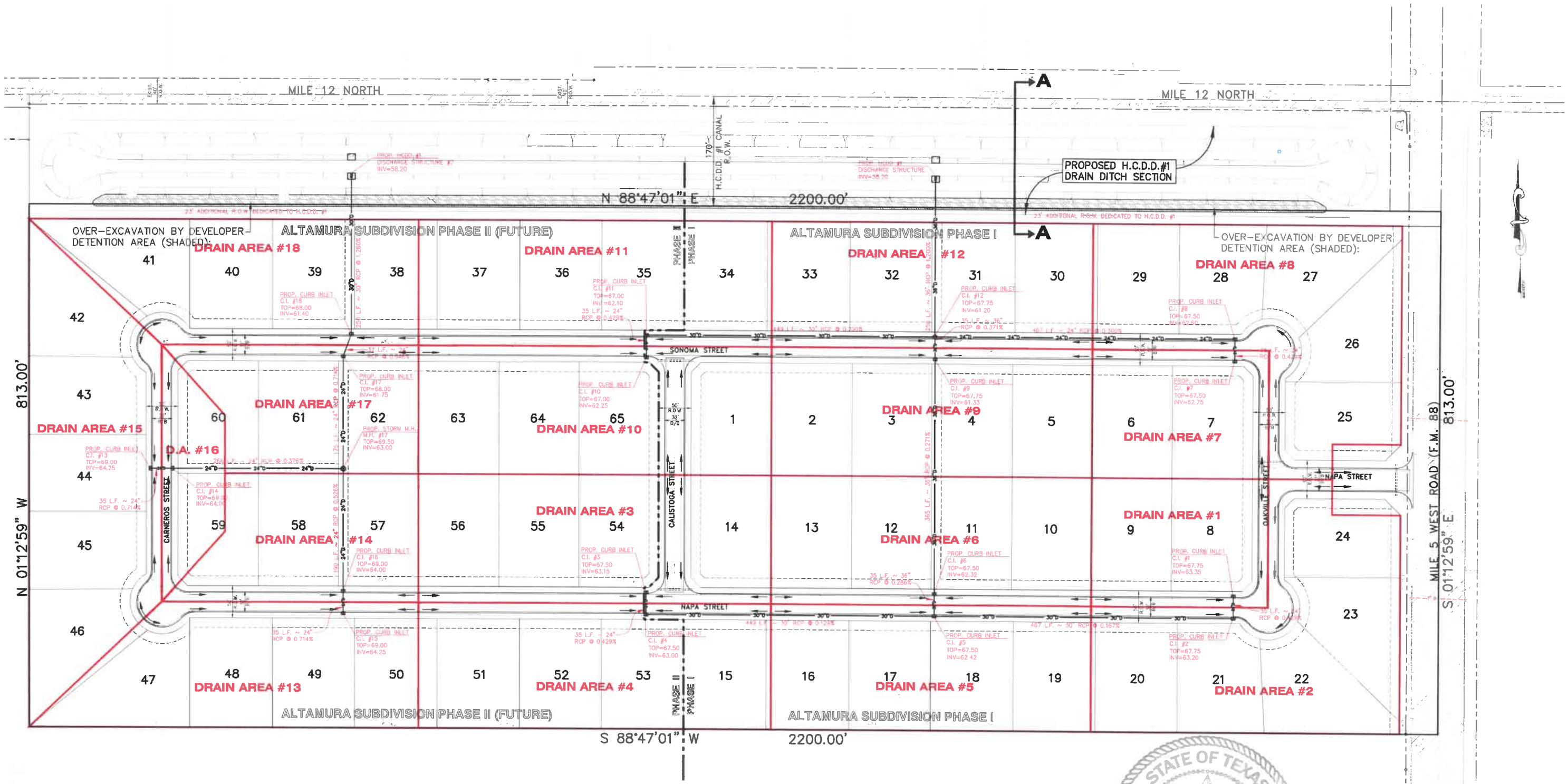
| DATE: | REVISIONS |
|---|---|
| | |

PROJECT No. 220406
DATE NOV. 2023
DRAWN BY G. TEEGARDIN
CHK. BY J.H.

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

DRAINAGE AREA MAP
ALTAMURA SUBDIVISION PH. I & II
WESLACO, TEXAS

SHEET 1 OF 1 SHEETS



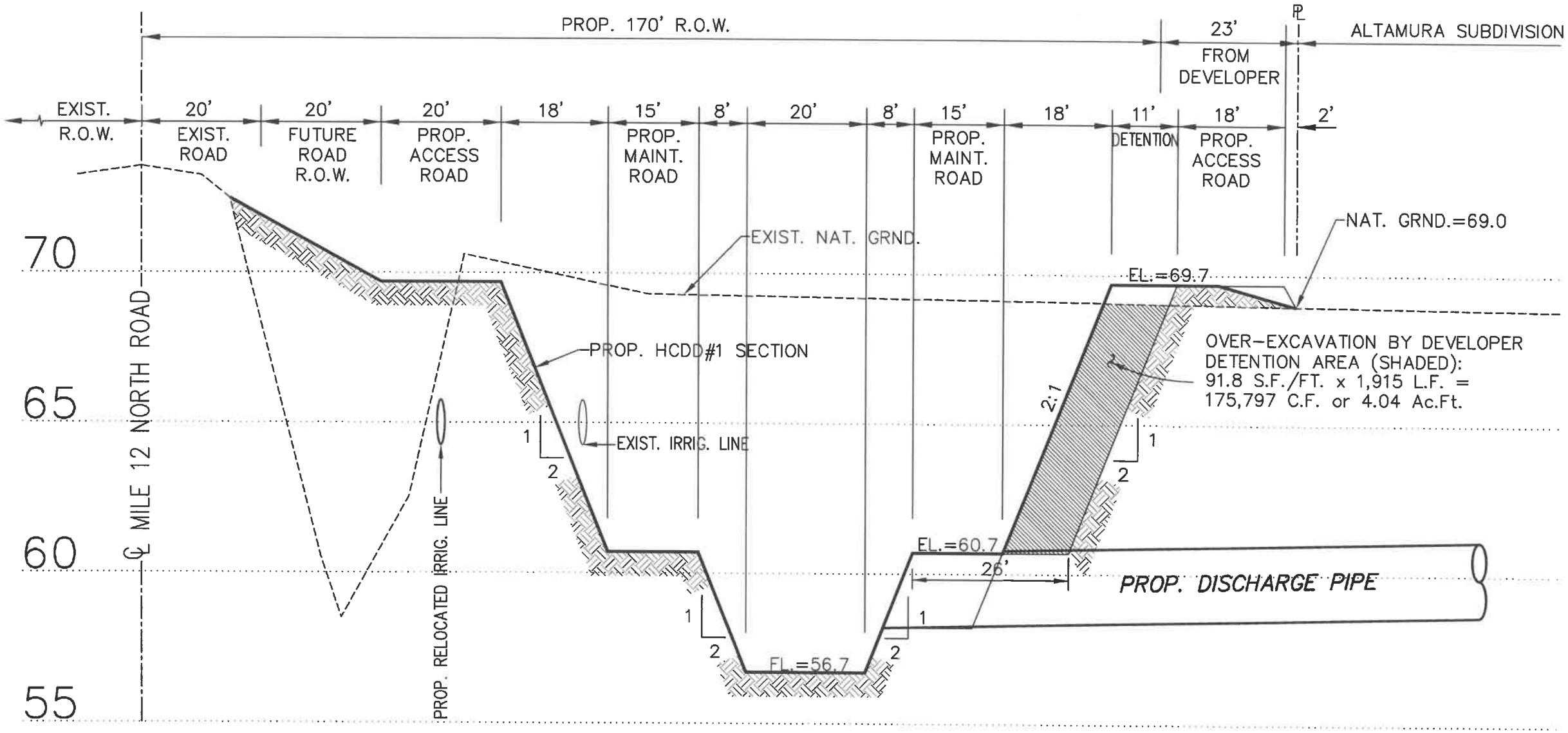

DRAINAGE AREA MAP

# ALTAMURA SUBDIVISION PH. I & II

WESLACO, TEXAS

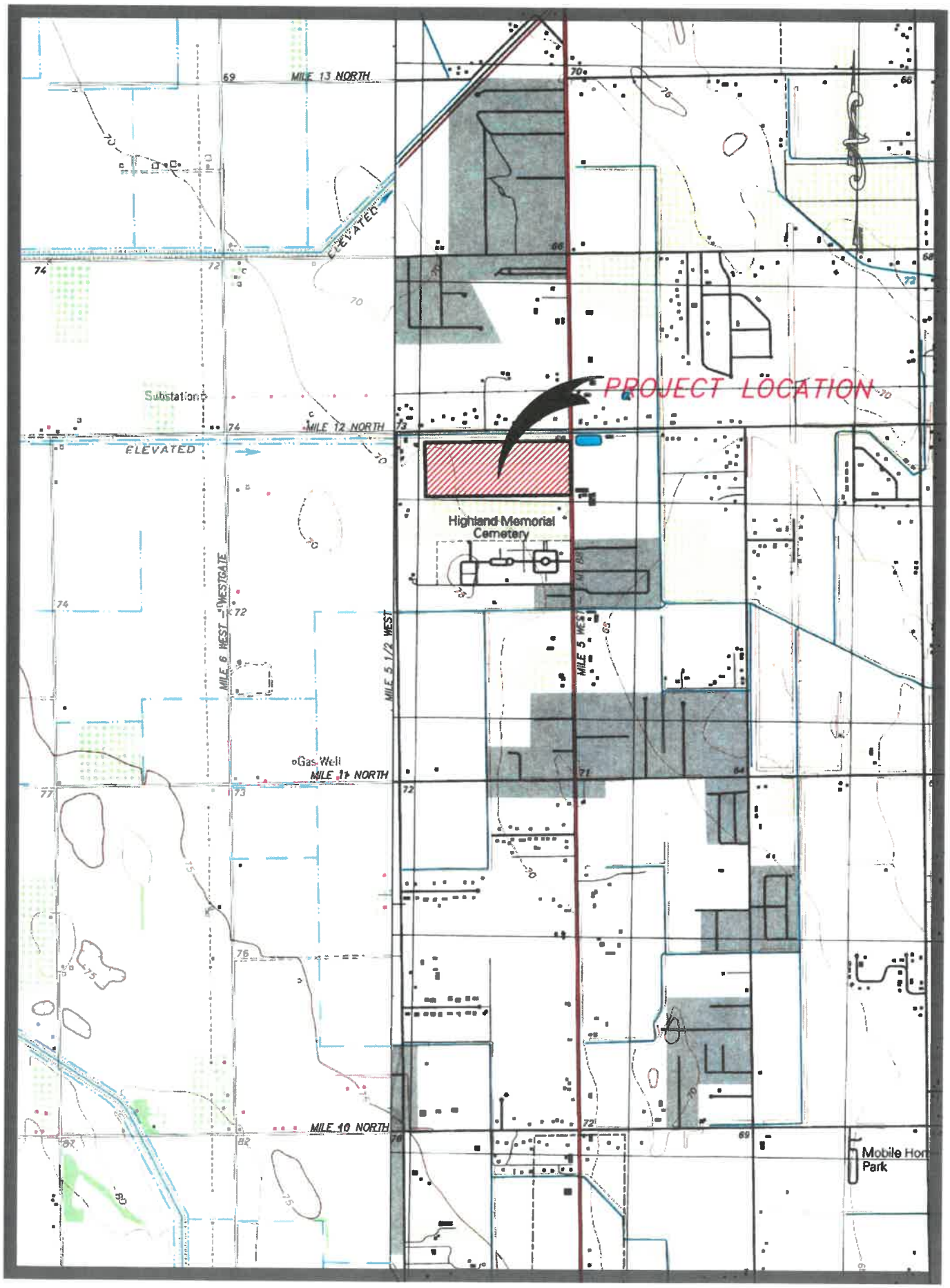
STATE OF TEXAS
JAVIER MIROJOSA
108
REGISTERED
PROFESSIONAL ENGINEER

4/16/24




## PROPOSED H.C.D.D.#1 DITCH CROSS SECTION

SCALE: HORIZ.: 1" = 20'
VERT. : 1" = 4'


MILE 13 NORTH
ELEVATED
Substation
MILE 12 NORTH
ELEVATED
PROJECT LOCATION
Highland Memorial Cemetery
MILE 6 WEST
WESTGATE
MILE 5 1/2 WEST
MILE 5 WEST
Gas Well
MILE 11 NORTH
MILE 10 NORTH
Mobile Hom
Park

PROJECT LOCATION
ZONE A
ZONE X
ZONE AE
(EL 64)
ZONE A
ZONE X
ZONE A
LIMIT OF DETAILED STUDY
ROUTE 31
ROAD
WEST
MILE
6
5 1/2
5
4 1/2
4
3 1/2
11
12
Ditch
A

SCALE 1" = 2000'

2000 0 2000 FEET

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

## PANEL 0450 C

# FIRM
## FLOOD INSURANCE RATE MAP

## HIDALGO COUNTY, TEXAS
### (UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

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

REVISED TO REFLECT LOMR DATED MAY 30 2002

**Federal Emergency Management Agency**

# LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

**ZONE A** No base flood elevations determined.

**ZONE AE** Base flood elevations determined.

**ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.

**ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.

**ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.

**ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.

**ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

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

OTHER AREAS

**ZONE X** Areas determined to be outside 500-year floodplain.

**ZONE D** Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS

Identified 1983 | Identified 1990 | Otherwise Protected Areas

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

Floodplain Boundary

Floodway Boundary

Zone D Boundary

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

513 Base Flood Elevation line; Elevation in Feet*

D D **cross Section Line**

(EL 987) Base **Flood** Elevation in Feet Where Uniform Within **Zone** *

**RM 7**$_{\times}$ Elevation Bench **Mark (See notes below)**

• **M1.5** **River Mile**

*Referenced to the National Geodetic Vertical Datum of 1929

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

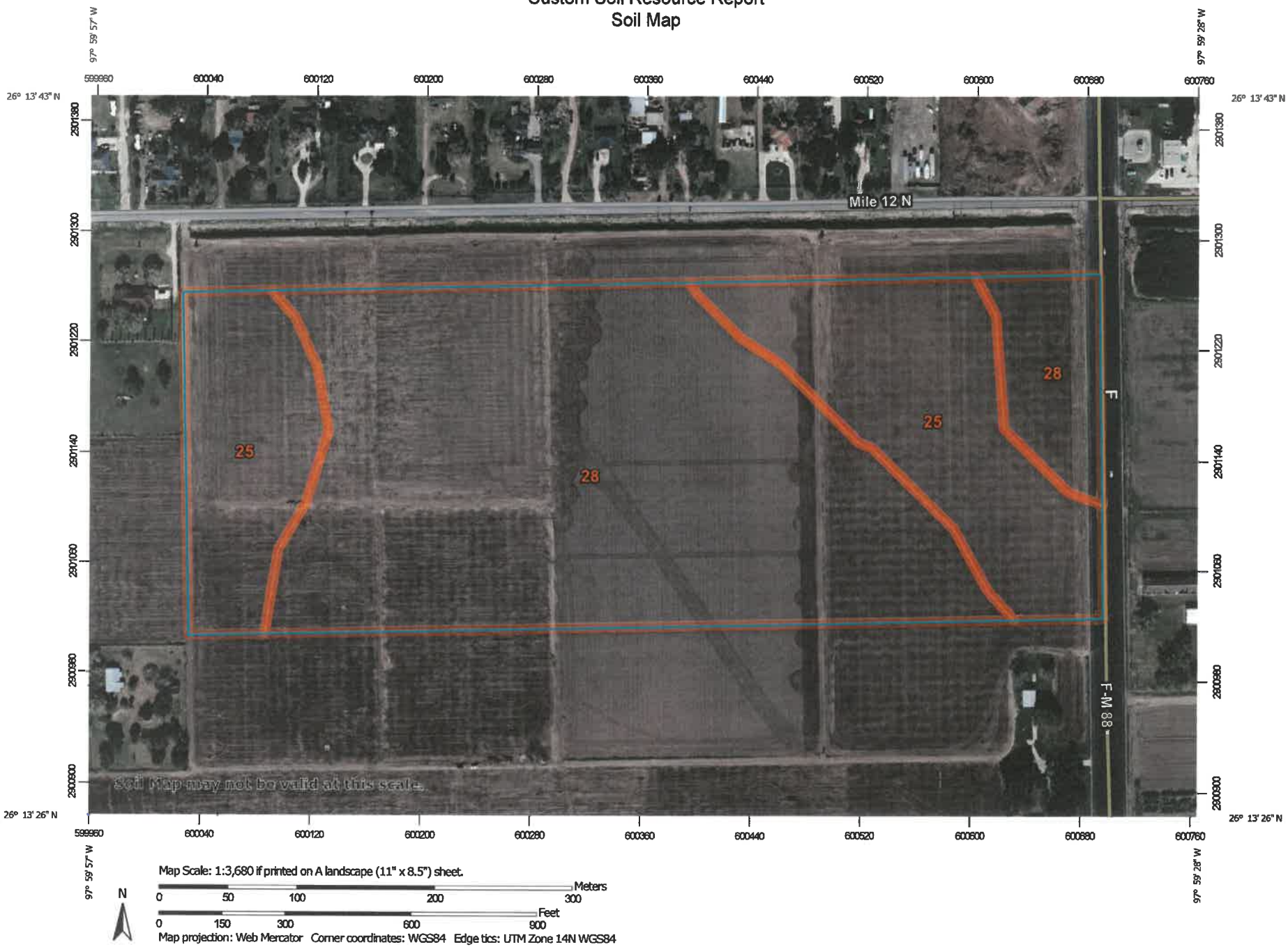
A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

# Custom Soil Resource Report for Hidalgo County, Texas

## ALTAMURA SUBDIVISION PH. I & II

April 16, 2024

# Custom Soil Resource Report
## Soil Map



## MAP LEGEND

**Area of Interest (AOI)**

- Area of Interest (AOI)

**Soils**

- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

**Special Point Features**

- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

**Water Features**

- Streams and Canals

**Transportation**

- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

**Background**

- Aerial Photography

## MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 22, Sep 5, 2023

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

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

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

# Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| 25 | Hidalgo fine sandy loam, 0 to 1 percent slopes | 13.1 | 31.9% |
| 28 | Hidalgo sandy clay loam, 0 to 1 percent slopes | 28.0 | 68.1% |
| **Totals for Area of Interest** | | **41.2** | **100.0%** |

# Map Unit Descriptions

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

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

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

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

TABLE 16. -- ENGINEERING INDEX PROPERTIES--CONTINUED

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

SOILS LEGEND

TABLE 18. -- SOIL AND WATER FEATURES

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

| Map symbol and soil name | Hydrologic group | Flooding | | | High water table | | | Cemented pan | | Risk of corroal | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Frequency | Duration | Months | Depth | Kind | Months | Depth | Hardness | Uncoated steel | Conc. |
| | | | | | Ft | | | In | | | |
| 1.* Arents | | | | | | | | | | | |
| 2---------- Benito | D | Occasional | Long------ | Sep-May | 4.0-6.0 | Apparent | Sep-May | --- | --- | High-------- | Low. |
| 3,4---------- Brennan | B | None--------- | --- | --- | M | --- | --- | --- | --- | Moderate | Low |
| 5,6---------- Camargo | B | Rare--------- | Brief------- | Sep-May | >6.0 | --- | --- | --- | --- | Moderate | Low |
| 7---------- Cameron | D | None--------- | --- | --- | 5.0-6.0 | Apparent | Sep-May | --- | --- | High-------- | Low |
| 8---------- Comitas | A | None--------- | --- | --- | >6.0 | --- | --- | --- | --- | Low--------- | Low |
| 9, 10, 11------- Delfina | B | None--------- | --- | --- | 2.5-5.0 | Apparent | Sep-May | --- | --- | High-------- | Low |
| 12---------- Delmita | C | None--------- | --- | --- | >6.0 | --- | --- | 20-40 | Thin | Moderate | Low |
| 13:* Delmita-------- | C | None--------- | --- | --- | >6.0 | --- | --- | 20-40 | Thin | Moderate | Low |
| Randado------- | C | None--------- | --- | --- | >6.0 | --- | --- | 8-20 | Thin | Low--------- | Low |
| 14---------- Falfurrias | A | None--------- | --- | --- | >6.0 | --- | --- | --- | --- | High-------- | Low |
| 15**---------- Grulla | D | Frequent------ | Very long | Sep-May | +2-6.0 | Apparent | Sep-May | --- | --- | High-------- | Low |
| 16, 17,18------- Hargill | B | None--------- | --- | --- | >6.0 | --- | --- | --- | --- | High-------- | Low |
| 19---------- Harlingen | D | None--------- | --- | --- | >6.0 | --- | --- | --- | --- | High-------- | Low |
| 20---------- Harlingen | D | None--------- | --- | --- | 5.0-6.0 | --- | --- | --- | --- | High-------- | Moderate |
| 21:* Harlingen------ | D | None to rare | --- | --- | >6.0 | --- | --- | --- | --- | High-------- | Low |
| Urban land. | | | | | | | | | | | |
| 22, 23, 24----- Hebbronville | B | None--------- | --- | --- | >6.0 | --- | --- | --- | --- | Low-------- | Low |
| 25, 26, 27, 28 29 Hidalgo | B | None--------- | --- | --- | >6.0 | --- | --- | --- | --- | High-------- | Low |
| 30---------- Hidalgo | B | None--------- | --- | --- | 2.5-5.0 | Apparent | Sep-May | --- | --- | High-------- | Low |
| 31:* Hidalgo--------- | B | None--------- | --- | --- | >6.0 | --- | --- | --- | --- | High-------- | Low |

# HYDROLOGIC LEGEND

**javier@javierhinojosaeng.com**

| | |
|---|---|
| **From:** | Yvette Barrera <yvette.barrera@hcdd1.org> |
| **Sent:** | Monday, November 13, 2023 10:04 AM |
| **To:** | carlosigarza@outlook.com |
| **Cc:** | javier@javierhinojosaeng.com; Raul Sesin |
| **Subject:** | Altamura Subdivision and ROW acquisition |
| **Attachments:** | Exhibit_mile12-fm88_crossection.pdf |

Good morning,
Last week we were able to coordinate with HCCID 9 to address their concerns with the proposed ROW and impacts to the irrigation line. After several iterations, we have agreed on a proposed cross section that serves HCDD1 needs for the 2018 Bond project acquisition, HCCID9 requirements for relocation of irrigation line, and hopefully addresses the needs for the subdivision requirements, which requires additional Road ROW not shown in the subdivision.

The following were the requirements that were considered for the ROW requirement:

**1) HCDD1 Acquisition:** Acquisition of 170 ft of ROW is able to accommodate the following:
**40 ft road Mile 12 Road ROW from centerline of road (20 ft existing and 20 ft dedication)
**HCCID 9 Irrigation line relocation to the northern access road of the ditch
**Drain ditch section reduced to accommodate a portion of the 20 ft Road dedication

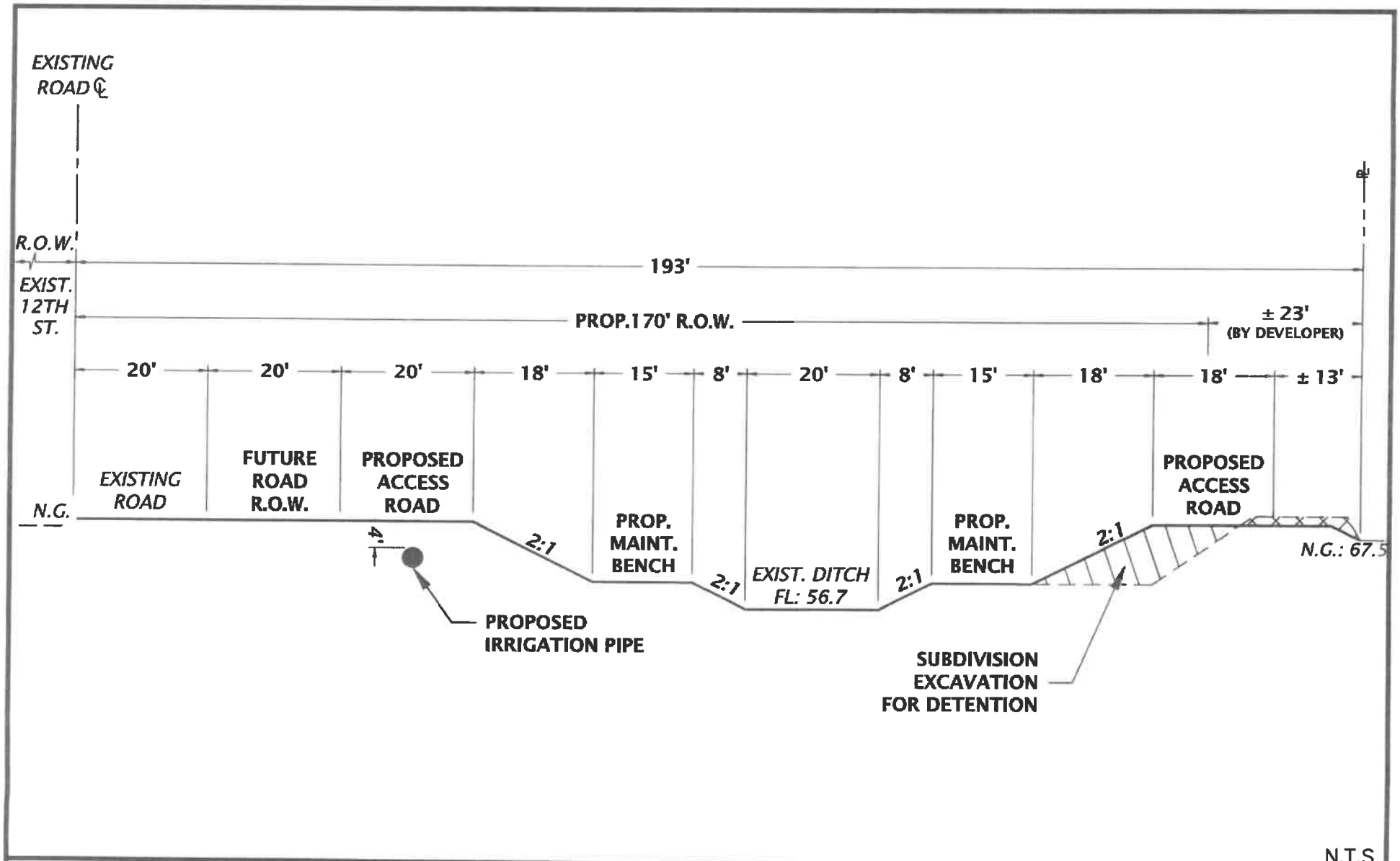
**2) Mile 12 ROW:** An 80 ft Road ROW was used for the Mile 12 dedication. The thoroughfare plan shows 100 ft, however, after reviewing with Javier Hinojosa, it appears that adjacent tracts dedicated 80 ft. There you will need further coordination to gain approval of the 80 ft ROW through the subdivision process. Please note that if 80 ft of ROW is not approved, there will need to be modifications to accommodate the 100 ft ROW, which includes shifting the ditch and irrigation line south.

**3) Subdivision Dedication:** The drain ditch cross section was modified to accommodate a portion of the 20 ft road right of way not previously shown on the plat. However, there is still additional ROW required. Furthermore, as we had discussed, the Subdivision detention volume is required to be excavated and the ROW dedicated. To accommodate both of these, we are estimating an additional 23 ft of dedication at the time of subdivision. This will include 10 ft for the Road ROW and approximately 13 ft for subdivision detention.

Please review and advise if you have any questions or would like to discuss.

--

Yvette Barrera, PE, CFM
Assistant District General Manager
Hidalgo County Drainage District No. 1
902 N. Doolittle
Edinburg, TX 78542
Off: (956)292-7080 ext. 5809
Fax:(956)292-7089
yvette.barrera@hcdd1.org




N.T.S.

# MILE 12 & F.M. 88 CROSS SECTION

DATE: NOV. 9, 2023

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
902 N. DOOLITTLE RD
EDINBURG TX. 78542
TEL:(956) 292-7080
www.hcdd1.org

Drawing: S:\DD1_Share01\2018 Drainage Bond Program\Projects\23 - Mile 11 N & Texas Blvd\Design\Exhibits\Exhibit_mile12-fm88_crossection.dwg)

## METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 41.06 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 41.06 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING ON THE NORTHEAST CORNER OF SAID FARM TRACT 249, WITHIN THE INTERSECTION OF MILE 5 WEST ROAD (F.M. 88) AND MILE 12 NORTH ROAD, THENCE S 01°12'59" E ALONG THE EAST LINE OF SAID FARM TRACT 249 AND WITHIN THE RIGHT OF WAY OF MILE 5 WEST ROAD (F.M. 88), A DISTANCE OF 170.00 FEET A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 01° 12' 59" E, CONTINUING ALONG THE EAST LINE OF SAID FARM TRACT 249, WITHIN SAID MILE 5 WEST ROAD (F.M. 88) A DISTANCE OF 813.00 FEET, FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S 88° 47' 01" W, AT DISTANCE OF 50.00 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE WEST RIGHT–OF–WAY LINE OF SAID MILE 5 WEST ROAD (F.M. 88) AS RECORDED IN VOLUME 817, PAGE 294, H.C.D.R. AND THE EAST LINE OF A 15.0 FOOT EASEMENT TO NORTH ALAMO WATER SUPPLY CORP. (NAWSC), RECORDED IN VOLUME 2399, PAGE 551, H.C.D.R., AT DISTANCE OF 65.00 FEET PASS THE WEST LINE OF SAID NAWSC EASEMENT, AT A DISTANCE OF 1,320.00 FEET PASS THE COMMON LINE OF SAID FARM TRACTS 249 AND 242, AND CONTINUING A TOTAL DISTANCE OF 2,200.00 FEET A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE N 01° 12' 59" W, AT A DISTANCE OF 461.00 FEET PASS A 1/2" IRON ROD FOUND ON THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO CRESENCIO RAMIREZ AND GWENDOLYN FAT RAMIREZ, RECORDED IN DOCUMENT NO. 425048, H.C.D.R. AND CONTINUING ALONG THE EAST LINE OF SAID MARTINEZ TRACT A DISTANCE OF 683.00 FEET PASS A 1/2" IRON ROD FOUND ON THE EASTERN MOST NORTHEAST CORNER OF SAID MARTINEZ TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO JOHNNY TAMEZ AND ELIZABETH TAMEZ, RECORDED IN DOCUMENT NUMBER 3276915, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID TAMEZ TRACT AT A DISTANCE OF 813.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" SET ON THE SOUTH RIGHT–OF–WAY LINE OF A 170 FOOT HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RIGHT–OF–WAY FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 88° 47' 01" E, ALONG THE SOUTH RIGHT–OF–WAY LINE OF SAID HIDALGO COUNTY DRAINAGE DISTRICT No.1 RIGHT–OF–WAY, AT DISTANCE OF 880.00 FEET PASS THE COMMON NORTH CORNER OF SAID FARM TRACTS 242 AND 249 AND CONTINUING ALONG THE SOUTH LINE OF SAID DRAINAGE DISTRICT RIGHT–OF–WAY, AT 2,150.00 FEET THE WEST RIGHT–OF–WAY LINE OF SAID MILE 5 WEST (F.M. 88), IN ALL A TOTAL DISTANCE OF 2,200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 41.06 ACRES OF LAND, MORE OR LESS.

## NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT

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

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

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

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

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS EASEMENT THE _____ DAY OF_____, 20_____.

_____
PRINTED NAME: JASON E. GARZA, DEVELOPER

### STATE OF TEXAS
### COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF_____, 20_____.

_____
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES

LOCATION MAP
SCALE: 1" = 2000'

DATE OF PREPARATION: AUGUST 28, 2024 DRAWN BY: G. TEEGARDIN


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


## GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0450 C, REVISED MAY 30, 2002. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD PLAIN. THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 25.00 FEET
   REAR: 20% OF LOT DEPTH, NOT TO EXCEED 25 FEET OR GREATER FOR EASEMENT.
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER.
   SIDE CORNER: 10.00 FEET, CORNER GARAGE SIDE: 18.00 FEET
   CORNER GARAGE FRONT: 18.00 FEET
   CORNER SIDE WHERE R.O.W. IS GREATER THAN 50 FEET: 20.00 FEET.

3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (NO OTHER LAND USE WILL BE PERMITTED). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED WITHIN THIS SUBDIVISION.

5. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND OR ELEVATION 69.00, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOT WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: TOP OF STORM MANHOLE LOCATED APPROXIMATELY 48 FEET NORTH AND 45 FEET EAST OF THE INTERSECTION OF MILE 12 NORTH &F.M. 88.
   ELEVATION=67.159

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 160,290 CUBIC FEET (3.680 AC.FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 FOR STORM SEWER IMPROVEMENTS).

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED OR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

13. JASON E. GARZA, THE OWNER AND SUBDIVIDER OF ALTAMURA SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 3 OF THIS PLAT.

14. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 5 WEST (F.M. 88) ON TO LOTS 22 THROUGH 27. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM NAPA STREET FOR LOTS 24 AND 25.

15. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY THE COUNTY.

16. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO AND COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY CITY AND COUNTY FROM ANY AND LIABILITY AND ALLEGED CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS, AND PRIVATE STREET LIGHTING. ANY REQUEST FOR DEDICATION OF THE PRIVATE ROADS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.

17. SET ½" IRON ROD ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.

18. STREET LIGHTS AND STREET SIGNS SHALL BE INSTALLED IN ACCORDANCE TO THE CITY OF WESLACO ORDINANCE BY THE DEVELOPER PRIOR TO ISSUANCE OF A BUILDING PERMIT.

19. STREET LIGHTS MUST BE LOCATED AT 300–FOOT MAXIMUM SPACING.

20. CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FORM INTERSECTION AND IN COMPLIANCE WITH THE CITY OF WESLACO ACCESS MANAGEMENT ORDINANCE.

## INDEX TO SHEETS FOR ALTAMURA SUBDIVISION


**SHEET 1**
DATE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, METES AND BOUNDS, GENERAL NOTES, OWNER CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, COUNTY CERTIFICATE, CITY OF WESLACO CERTIFICATE, COUNTY HEALTH DEPARTMENT CERTIFICATE, ENGINEERS CERTIFICATE, SURVEYORS CERTIFICATE, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATE, HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 CERTIFICATE, AND COUNTY CLERK'S RECORDING CERTIFICATE.

**SHEET 2**
DATE, NORTH ARROW, MAIN SCALE, LEGEND OF ABBREVIATIONS, HEADING, LEGAL DESCRIPTION, LOCATION MAP, PLAT WITH LOTS, STREETS AND EASEMENTS, LOT LINE CURVE DATE AND LOT LINE TABLE.

**SHEET 3**
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, THE ENGINEER'S CERTIFICATION AND THE SUBDIVIDERS CERTIFICATE AND STATEMENT. (ENGLISH AND SPANISH VERSIONS).

**SHEET 4**
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION AND CONSTRUCTION DETAILS.


FILE 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

## GENERAL PLAT NOTES & RESTRICTIONS (cont.):

21. LANDSCAPING IS REQUIRED BY CITY OF WESLACO ORDINANCE.

22. A FOUR FOOT SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.

23. A FIVE FOOT SIDEWALK IS REQUIRED ALONG THE WEST SIDE OF F.M. 88 UPON THE ISSUANCE OF A NOTICE TO PROCEED.

24. A SIX FOOT TALL CEDAR FENCE SHALL BE REQUIRED ALONG THE NORTH LOT LINES OF LOT 27 THROUGH 41 INCLUSIVE, AT THE TIME OF LOT'S OCCUPANCY.

25. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT OF WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.

26. CONCRETE MONUMENTS TO BE SET AT SUBDIVISION CORNERS.

27. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATIONS DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

28. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

29. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

30. A SIX FOOT BUFFER SHALL BE REQUIRED WHEN ADJOINING ANY COMMERCIAL LOT WHETHER EXISTING OR WHEN SUCH COMMERCIAL LOT IS EVIDENT THE LOT OWNER.

31. ALL PRIVATE STREETS, INCLUSIVE OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY, AND REPAIR.

32. AFTER RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTS (CCRs) TO THUS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.

33. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.

34. THE DEVELOPER SHALL SIGN AND RECORD A PRIVATE STREET AGREEMENT ON A FORM ESTABLISHED BY THE CITY OF WESLACO AFTER CONSULTATION WITH THE CITY ATTORNEY.

### HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

### HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

DATED THIS ____ DAY OF_____ 20_____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT–OF–WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. HCCID#9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

_____
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

# SUBDIVISION PLAT OF
# ALTAMURA SUBDIVISION
## (A PRIVATE SUBDIVISION)

**A TRACT OF LAND CONTAINING 41.06 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

### OWNER'S CERTIFICATION, AND ATTESTATION

I, JASON E. GARZA, OF THE 41.06 ACRES OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS ALTAMURA SUBDIVISION, MAY NOW OR HEREAFTER HOLD RIGHTS ESTABLISHED BY THE CITY OF WESLACO, THE COUNTY OF HIDALGO AND THE STATE OF TEXAS. THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE COUNTY OR THE CITY OF WESLACO AS PUBLIC IMPROVEMENTS, AND THE STREETS SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION WITHIN THE SUBDIVISION. THE STREET SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE PERSONNEL, THE U.S. SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR DUTIES. THE USE OF THE STREETS, AND EASEMENTS HEREON SHOWN, IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, NORTH ALAMO WATER SUPPLY CORPORATION AND THE COUNTY OF HIDALGO, AND OR THE STATE OF TEXAS AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODES 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
BY: JASON E. GARZA, DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78502

### STATE OF TEXAS
### COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD JASON E. GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20_____ A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.

ON THIS THE _____ DAY _____ , 20_____ A.D.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

### CITY OF WESLACO
### CERTIFICATE OF PLAT APPROVAL
### UNDER LOCAL GOVERNMENT CODE §232.028(a)

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF WESLACO ATTEST: CITY SECRETARY

DATE:_____ DATE:_____

THIS SUBDIVISION PLAT OF ALTAMURA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE HIDALGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ , 20____ A.D.

_____
CHAIRMAN , PLANNING & ZONING COMMISSION

### COUNTY OF HIDALGO
### CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH.

DEPARTMENT ON_____ 20_____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

### STATE OF TEXAS
### COUNTY OF HIDALGO

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

_____
JAVIER HINOJOSA, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 74808

### STATE OF TEXAS
### COUNTY OF HIDALGO

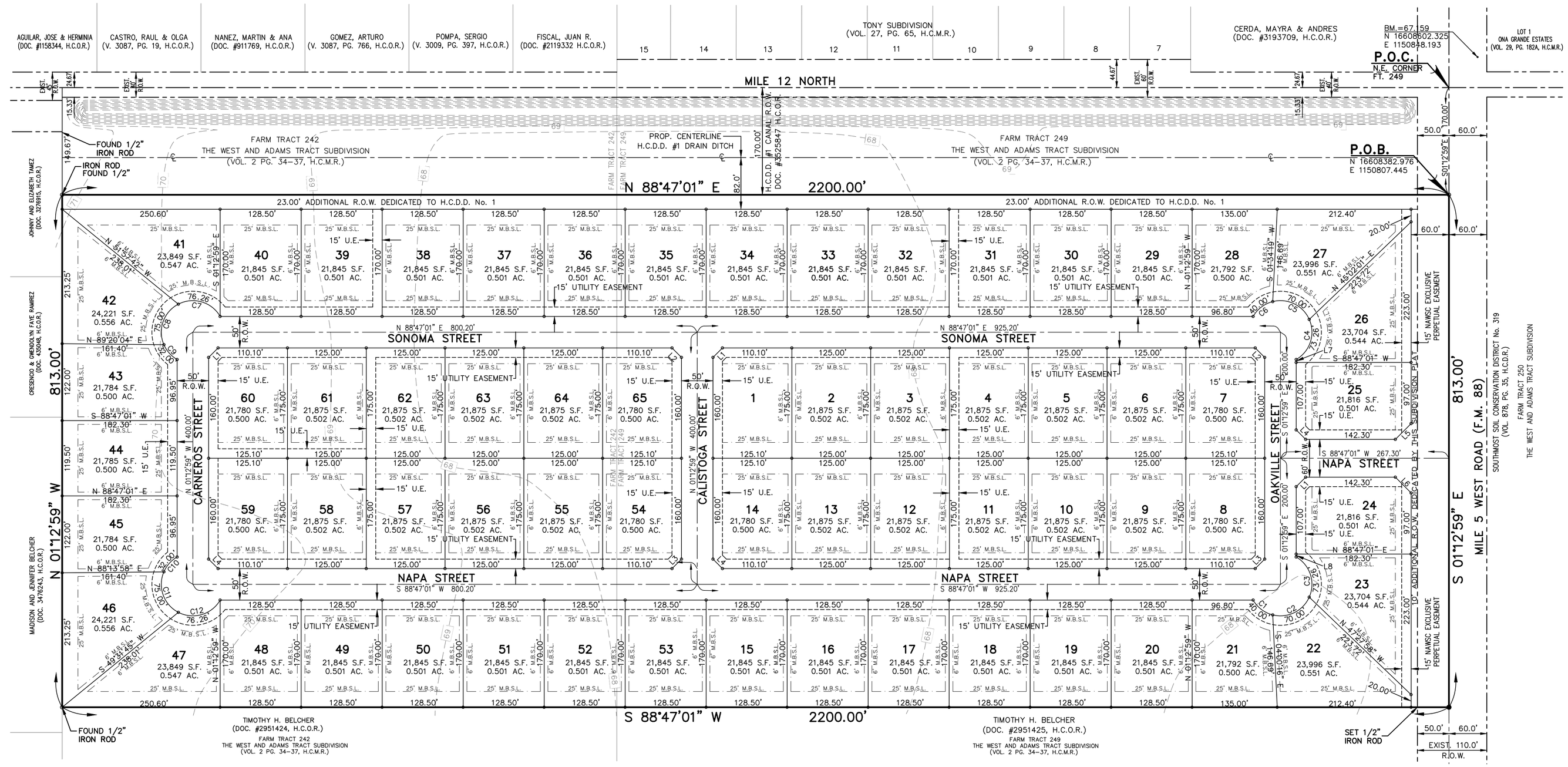
I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF ALTAMURA SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON JUNE 22, 2022.

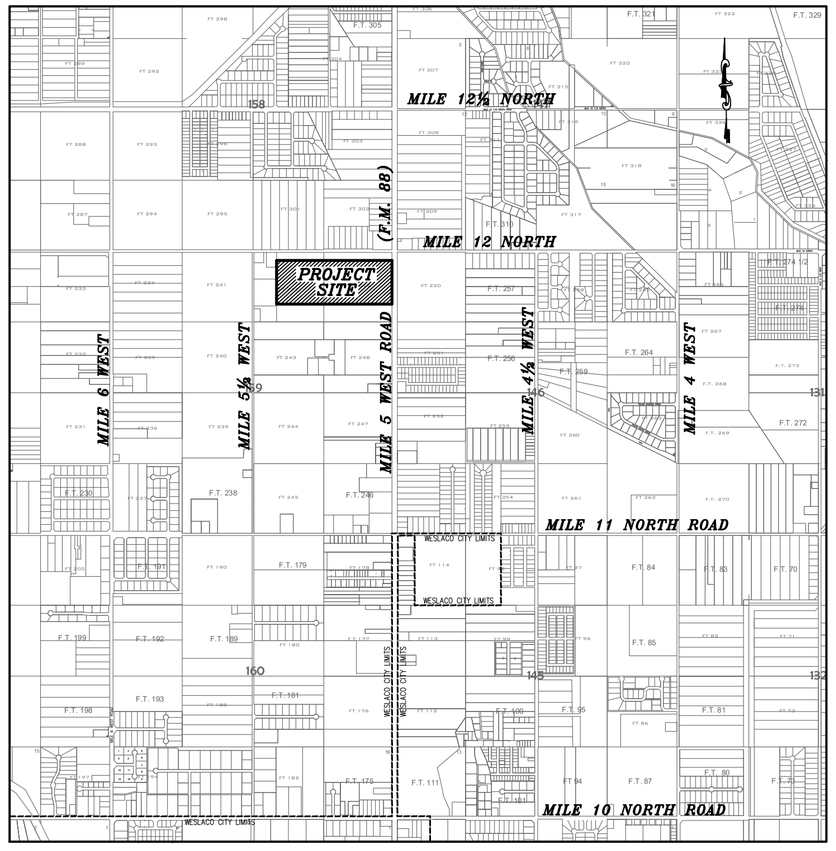
_____
CARLOS VASQUEZ, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS, LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
TEL. (956) 618–1551
TBPELS FI

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

**LEGEND OF ABBREVIATIONS:**

℄ CENTERLINE
● IRON ROD FOUND
○ IRON ROD SET
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT OF WAY
H.C.M.R. = HIDALGO COUNTY MAP RECORDS
H.C.D.R. = HIDALGO COUNTY DEED RECORDS
H.C.D.D.#1 = HIDALGO COUNTY DRAINAGE DISTRICT No. 1
H.C.C.I.D.#9 = HIDALGO AND CAMERON COUNTIES DRAINAGE DISTRICT No. 9
U.E. = UTILITY EASEMENT
M.B.S.L. = MINIMUM BUILDING SETBACK LINE




LOCATION MAP
SCALE: 1" = 2000'

DATE OF PREPARATION: AUGUST 28, 2024 DRAWN BY: G. TEEGARDIN

**LOT LINE – CURVE DATA**

| CURVE | DELTA | RADIUS | TANGENT | ARC LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|---|
| "C1" | 45°50'12" | 50.00' | 21.14' | 40.00' | S54°08'05"E | 38.94' |
| "C2" | 80°12'51" | 50.00' | 42.11' | 70.00' | N62°50'24"E | 64.42' |
| "C3" | 83°56'57" | 50.00' | 44.98' | 73.26' | N19°14'30"W | 66.88' |
| "C4" | 83°56'57" | 50.00' | 44.98' | 73.26' | N16°48'33"E | 66.88' |
| "C5" | 80°12'51" | 50.00' | 42.11' | 70.00' | N65°16'21"W | 64.42' |
| "C6" | 45°50'12" | 50.00' | 21.14' | 40.00' | S51°42'07"W | 38.94' |
| "C7" | 87°23'13" | 50.00' | 47.77' | 76.26' | N74°54'35"W | 69.08' |
| "C8" | 85°56'37" | 50.00' | 46.58' | 75.00' | S18°25'30"W | 68.16' |
| "C9" | 36°40'10" | 50.00' | 16.57' | 32.00' | S42°52'54"E | 31.46' |
| "C10" | 36°40'10" | 50.00' | 16.57' | 32.00' | S40°26'56"W | 31.46' |
| "C11" | 85°56'37" | 50.00' | 46.58' | 75.00' | S20°51'28"E | 68.16' |
| "C12" | 87°23'13" | 50.00' | 47.77' | 76.26' | N72°28'37"E | 69.08' |

**LOT LINE – LINE TABLE**

| LINE | BEARING | DISTANCE |
|---|---|---|
| "L1" | N 43°47'01" E | 21.21' |
| "L2" | S 46°12'59" E | 21.21' |
| "L3" | S 43°47'01" W | 21.21' |
| "L4" | N 46°12'59" W | 21.21' |
| "L5" | S 43°47'01" W | 35.36' |
| "L6" | S 46°12'59" E | 35.36' |
| "L7" | S 08°01'12" E | 4.70' |
| "L8" | N 08°01'12" W | 4.70' |

FILE 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

SUBDIVISION PLAT OF
# ALTAMURA SUBDIVISION
(A PRIVATE SUBDIVISION)

SHEET NO. 2 OF 4


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


REVISIONS

220406

**COST ESTIMATE:**

| | |
|---|---|
| STREET PAVING | $ 1,023,682.50 |
| WATER SUPPLY SYSTEM: | $ 547,204.00 |
| SEPTIC TANK SYSTEM: | $ 97,500.00 |
| DRAINAGE: | $ 432,902.50 |

**SUBDIVIDER CERTIFICATION:**

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

I, JASON E. GARZA, SUBDIVIDER OF ALTAMURA SUBDIVISION, HEREBY CERTIFY THAT SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

BY: JASON E. GARZA, DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78596

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JASON E. GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20_____A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

**FINAL ENGINEERING REPORT FOR ALTAMURA SUBDIVISION**
BY JAVIER HINOJOSA, P.E.
**WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE**

ALTAMURA SUBDIVISION IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION. THE SUBDIVIDER AND NORTH ALAMO WATER SUPPLY CORPORATION HAVE ENTERED INTO A CONTRACT IN WHICH NORTH ALAMO WATER SUPPLY CORPORATION HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST THIRTY YEARS AND NORTH ALAMO WATER SUPPLY CORPORATION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG-TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. NORTH ALAMO WATER SUPPLY CORPORATION HAS AN EXISTING 8" DIAMETER WATER LINE LOCATED ALONG THE WEST SIDE OF F.M. 88. 791 FEET OF EXISTING 8" WATER LINE WILL BE RELOCATED INTO A 15' NAWSC EXCLUSIVE PERPETUAL EASEMENT WITHIN THE SUBDIVISION ALONG F.M. 88. 8" NAWSC WATER LINES WILL BE EXTENDED INTO THE SUBDIVISION WITHIN THE NORTH RIGHT OF WAY OF NAPA STREET, WITHIN THE WEST RIGHT OF WAY LINE OAKVILLE STREET, WITHIN THE EAST RIGHT OF WAY LINE OF CALISTOGA STREET AND CARNEROS STREET AND THE WITHIN THE SOUTH RIGHT OF WAY LINE OF SONOMA STREET FOR A TOTAL OF 4,624 FEET OF 8" WATER LINE. EACH LOT IS PROVIDED WITH A 3/4" INCH WATER SERVICE CONNECTING TO THE EXISTING 8" WATER LINE. A TOTAL OF 65 3/4" SINGLE SERVICE LINES CONNECTIONS HAVE BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS INSTALLED TWELVE FIRE HYDRANTS WITHIN THE SUBDIVISION. THE COST FOR INSTALLATION OF THE WATER IMPROVEMENTS IS A TOTAL OF $547,204.00. THE SUBDIVIDER HAS IN ADDITION PAID TO THE NORTH ALAMO WATER SUPPLY CORPORATION THE SUM OF $67,650.00 WHICH COVERS THE COST PER LOT FOR THE WATER METER (INCLUDING INSTALLATION COSTS, ALL TAP FEES, WATER RIGHTS AND MEMBERSHIP FEES). UPON REQUEST BY THE OWNER OF A LOT, NORTH ALAMO WATER SUPPLY CORPORATION WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY NORTH ALAMO WATER SUPPLY CORPORATION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

**REPORTE DE INGENIERIA DE ALTAMURA SUBDIVISON**
BY: JAVIER HINOJOSA P.E.
**ABASTECIMENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD**

LA SUBDIVISIÓN DE ALTAMURA FASE I SERA ABASTECIDA CON AGUA POTABLE POR LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION. EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION HAN FIRMADO UN CONTRATO EN EL CUAL LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION SE HA COMPROMETIDO A PROPORCIONAR AGUA SUFICIENTE A ESTA SUBDIVISIÓN POR LO MENOS HASTA TREINTA AÑOS Y TAMBIEN LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION TENDRÁ QUE PROPORCIONAR LA DOCUMENTACIÓN PARA ABASTECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE AGUA A LARGO PLAZO DE LOS SUMINISTROS DE AGUA DISPONIBLES PARA SERVIR AL PLENO DESARROLLO DE ESTA SUBDIVISIÓN. DENTRO DE LA SUBDIVISION POR EL CAMINO F.M. 88 EXTENDERAN UNA LINEA DE 8" DENTRO DEL R.O.W. DE LA CALLE NAPA Y TAMBIEN AL OESTE DEL R.O.W. DE LA CALLE OAKVILLE, DENTRO DEL OESTE R.O.W. DE LA CALLE CALISTOGA Y DE LA CALLE CARNEROSY DENTRO DEL SUR DEL R.O.W.DE LA CALLE SONOMA, SERA UN TOTAL DE 4,624 PIES LINEALES DE AGUA POTABLE DE 8" DE DIAMETRO ESTA SUBDIVISIÓN SE CONECTARA A LA LINEA DE AGUA EXISTENTE DE 8" CADA LOTE TENDRA UN SERVICIO DE AGUA DE 3/4" DE PARA CONECTARSE A LA LINEA DE AGUA EXISTENTE DE 8". SERAN INSTALADAS UN TOTAL DE 65 SERVICIO DE 3/4" SENCILLOS Y EL DUEÑO TENDRA QUE INSTALAR 12 HIDRANTES EN ESTA SUBDIVISION. EL COSTO PARA LA INSTALACIÓN DE LAS MEJORAS DEL AGUA ES UN TOTAL DE $547,204.00. EL DUEÑO TENDRA QUE PAGAR A LA COMPAÑÍA DE AGUA, EL ABASTECIMIENTO. LA SUMA DE $67,650.00 QUE CUBRE EL COSTO POR CADA LOTE PARA EL MEDIDOR DE AGUA (INCLUYENDO COSTOS DE INSTALACIÓN, TODOS LOS HONORARIOS DE TAP, DERECHOS DE AGUA Y CUOTAS DE MEMBRESÍA). A PETICIÓN DEL PROPIETARIO, NORTH ALAMO WATER SUPPLY CORPORATION. INMEDIATAMENTE INSTALARÁ SIN CARGO EL MEDIDOR DE AGUA PARA ESE LOTE. LAS INSTALACIONES DEL AGUA HAN SIDO APROBADAS Y ACEPTADAS POR NORTH ALAMO WATER SUPPLY. Y DICHO SISTEMA DE DISTRIBUCIÓN INICIARA A PARTIR DE LA FECHA QUE SEA REGISTRADO EL PLAT.

**SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE**

SEWAGE FROM ALTAMURA SUBDIVISION IS TREATED BY INDIVIDUAL ONSITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR REPLACEMENT DRAIN FIELD.

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A SANDY LOAM SOIL FOR THE AREA. A TOTAL OF 2 SOIL BORING WERE PEFORMED FOR THIS SUBDIVISION. THE SOIL IS UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR THE FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $97,500.00. WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDOR WILL INCLUDE THE COST OF A SEPTIC SYSTEM IN THE SALES PRICE OF EACH LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

**DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA FECHA DE OPERABILIDAD**

EL DRENAJE DE ALTAMURA SUBDIVISION CONSISTE DE UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO RESPONSABLE DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION PROPUESTA MIDE POR LO MENOS ½ ACRE SE HICIERON 2 EXCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TIPO FINO-ARCILLOSO ARENOSO) Y SE EXTIENDE 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS ABAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE EN PERFECTAS CONDICIONES.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR ES $ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO Y LICENCIA. EN EL MOMENTO DE LA APLICACION PARA FINALIZAR EL PLAT, NO SE HA INSTALADO NINGUNA FOSA SEPTICA. CON DICHA APLICACION, EL SUBDIVIDOR PROVEERA BUENAS GARANTIAS ECONOMICAS SUFICIENTES EN FORMA DE (CHEQUE DE CAJERO O CHEQUE PERSONAL) REPRESENTANDO UN DEPOSITO EN EFECTIVO QUE ESTARA EN POSECION DEL CONDADO DE HIDALGO POR LA CANTIDAD DE $97,500.00. QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA SEPTICO EN CADA LOTE. EL SUBDIVIDOR INCLUIRA EL COSTO DEL SISTEMA SEPTICO EN LA VENTA DE CADA LOTE.

EN CUALQUIER MOMENTO DESPUES DE LA VENTA DEL TERRENO, EL COMPRADOR PUEDE INICIAR LA INSTALACION DEL SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO. EL PROPIETARIO ES EL RESPONSABLE DE METER LA APLICACION PARA EL PERMISO DE INSTALACION DEL SISTEMA SEPTICO CON EL DEPARTAMENTO DE SANIDAD DEL CONDADO DE HIDALGO. EL SISTEMA SEPTICO DEVERA SER INSTALADO ANTES DE QUE EL CONDADO OTORGUE EL PERMISO FINAL PARA LA LUZ Y AGUA.

**CERTIFICATION:**

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL THE WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED UPON FINAL PLAT APPROVAL, EXCEPT FOR INSTALLATION OF WATER METERS, AT A COST OF $ 547,204.00. THE SUBDIVIDER HAS ALSO PAID A TOTAL OF $ 67,650.00 NORTH ALAMO WATER SUPPLY CORP. TO COVER THE COSTS OF INSTALLATION OF METERS, WATER RIGHTS, MEMBERSHIPS AND ALL TAP FEES.

SEWAGE FACILITIES – SEPTIC SYSTEMS HAVE BEEN CONSTRUCTED UPON FINAL PLAT APPROVAL BY MEANS OF SEPTIC TANKS AND DRAIN FIELDS AT A COST OF $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL COST OF $97,500.00 FOR THE SUBDIVISION.

_____
JAVIER HINOJOSA, P.E., #74808 DATE

**CERTIFICACION:**

CON MI FIRMA CERTIFICO QUE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO DESCRITOS ANTERIORMENTE, CUMPLAN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.

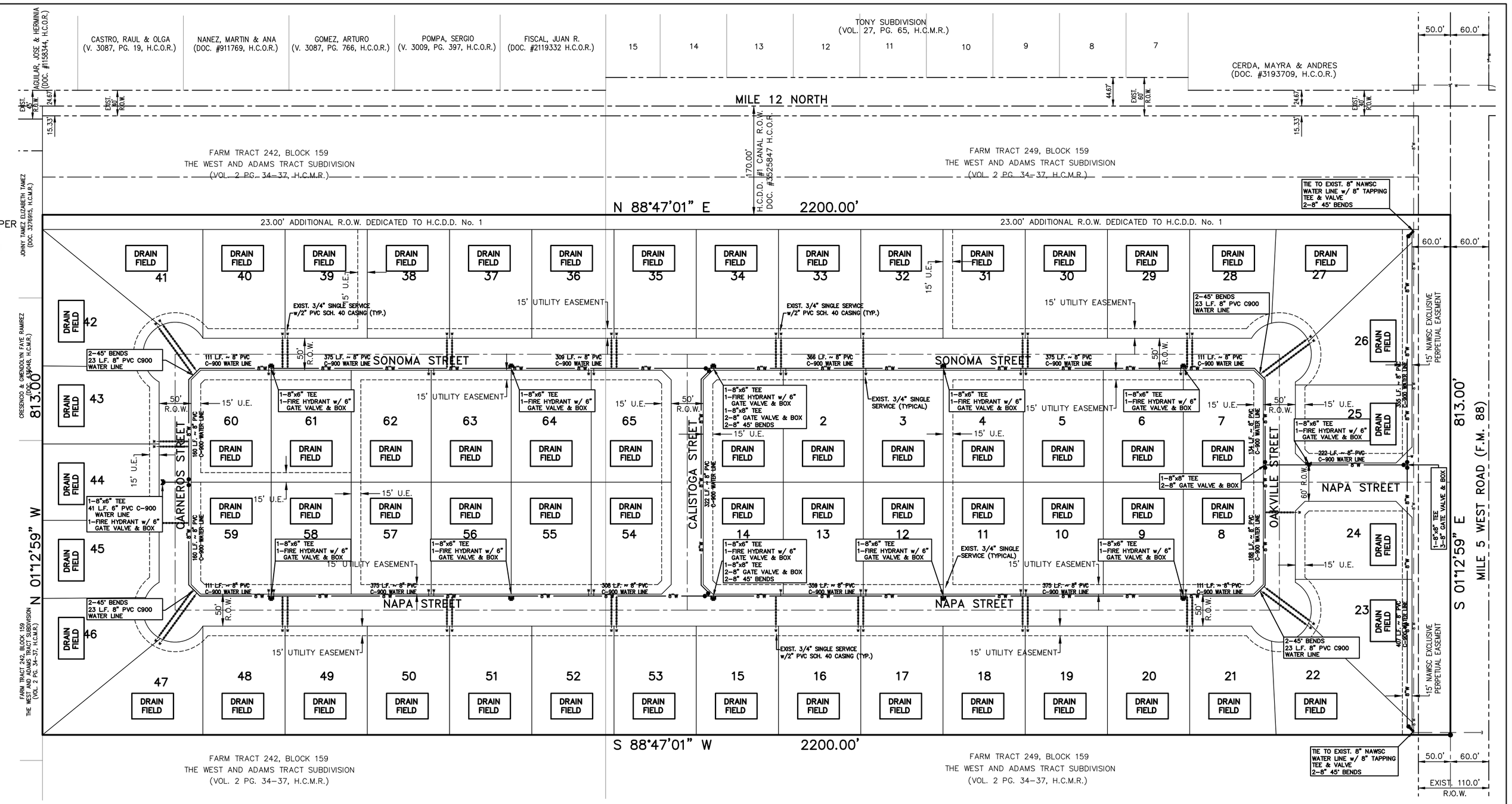
CERTIFICO QUE LOS COSTOS ESTIMADOS DE INSTALACION DE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO (OSSF). DISCUTIDOS ANTERIORMENTE SON DE LA SIGUIENTE MANERA:

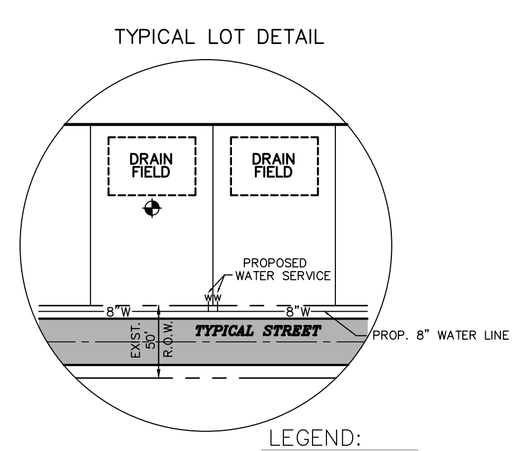
AGUA – EL SISTEMA ESTARA TOTALMENTE CONSTRUIDO DESPUES DE LA APROBACIÓN DEL PLANO FINAL, EXCEPTO LA INSTALACION DE MEDIDORES DE AGUA CON UN COSTO DE $ 547,204.00. LA PERSONA ENCARGADA O DUEÑO DE LA SUBDIVISION DEBERA PAGAR UN TOTAL DE $ 67,650.00 A NORTH ALAMO WATER SUPPLY CORP. PARA CUBRIR LOS GASTOS, DE INSTALACION DE MEDIDORES DE AGUA, POR LOS DERECHOS DE AGUA, Y COSTOS DE INSTALACION.

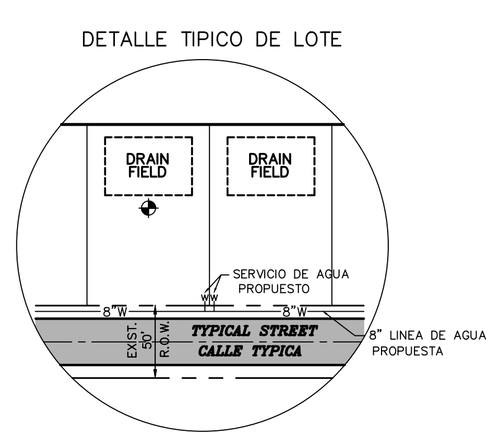
DRENAJE SANITARIO – EL SISTEMA SEPTICO HA SIDO CONSTRUIDO AL TIEMPO DE LA APROBACION FINAL CONSISTIENDO EN TANQUES SEPTICOS Y DESAGUES A UN COSTO DE $ 1,500.00 POR LOTE (TODO INCLUIDO), CON UN TOTAL DE $ 97,500.00 POR LA SUBDIVISION.

_____
JAVIER HINOJOSA, P.E., #74808 DATE

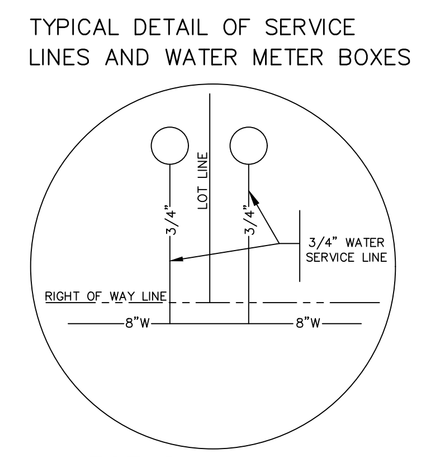
SCALE: 1" = 100'
BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 SOUTH ZONE (GRID)



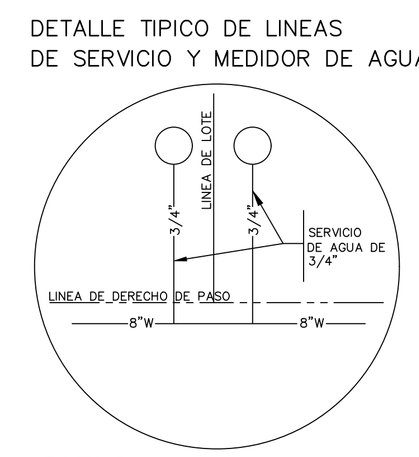




LEGEND:
APPROXIMATE LOCATION OF SOIL BORINGS AS PERFORMED BY THE SOILS EVALUATOR.




LEGEND
WATER METER BOX




LEGEND
MEDIDOR DE AGUA

FILE 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

SHEET NO. 3 OF 4

| REVISIONS | | |
|---|---|---|
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| | | |
| | | |

# ALTAMURA SUBDIVISION
## WATER DISTRUBUTION MAP AND SEWER LAYOUT
## MAPA DE DISTRIBUICION DE AGUA Y DRENAJE


JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
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javier@javierhinojosaeng.com
TBPELS FIRM NUMBER F-1295


220406

**COST ESTIMATE:**

| | |
|---|---|
| STREET PAVING | $ 1,023,682.50 |
| WATER SUPPLY SYSTEM: | $ 547,204.00 |
| SEPTIC TANK SYSTEM: | $ 97,500.00 |
| DRAINAGE: | $ 432,902.50 |

## DRAINAGE REPORT
## ALTAMURA SUBDIVISION

### INTRODUCTION
ALTAMURA SUBDIVISION IS A 41.06-ACRE TRACT OF LAND OUT OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACT SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 34-37, HIDALGO COUNTY MAP RECORDS. THIS SUBDIVISION IS LOCATED 170 FEET SOUTH OF THE NORTHEAST CORNER OF MILE 12 NORTH AND MILE 5 WEST (F.M. 88) AND IS WITHIN THE E.T.J. OF WESLACO, TEXAS.

### FLOOD PLAIN
ALTAMURA SUBDIVISION IS LOCATED IN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0450C, MAP REVISED MAY 30, 2002 TO REFLECT LOMR. ZONE "X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN." THE MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB AS MEASURED AT THE CENTER OF THE LOT OR ELEVATION 69.00, WHICHEVER IS HIGHER.

### SOIL CONDITIONS
ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE USDA NATURAL RESOURCES CONSERVATION SERVICE; THE SOILS IN THIS SUBDIVISION ARE FOUND TO BEHIDALGO FINE SANDY LOAM (25) AND HIDALGO SANDY CLAY LOAM (28). SOILS GROUP 25 AND 28 ARE IN HYDROLOGIC GROUP "B" AND ARE MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX.

### PRE-DEVELOPED CONDITIONS
THE CURRENT LAND USE FOR THIS PROPERTY HAS BEENUSED FOR AGRICULTURAL PURPOSES AND HAS AN EXISTING RUNOFF IN A NORTHEASTERLY DIRECTION. BASED ON AN EXISTING 10-YEAR STORM, A TOTAL STORM RUNOFF OF 27.00 CUBIC FEET PER SECOND IS BEING GENERATED BY THIS SUBDIVISION.

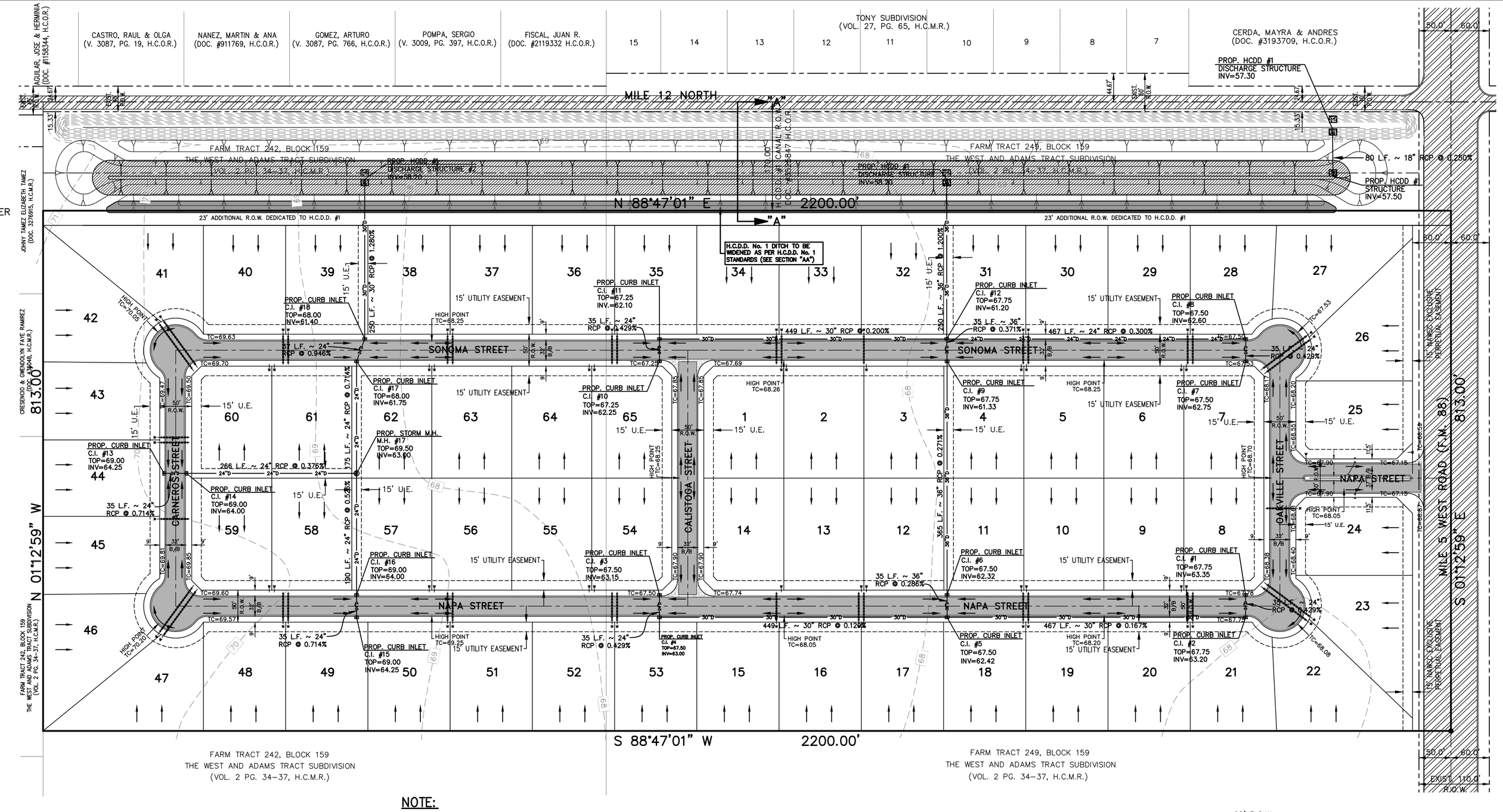
### PROPOSED CONDITIONS
ALTAMURA SUBDIVISION IS A PROPOSED 65 LOT, SINGLE-FAMILY SUBDIVISION. DRAINAGE SHALL BE ACCOMPLISHED WITHIN THIS DEVELOPMENT WITH THE PLACEMENT OF CURB INLETS TO INTERCEPT DRAINAGE RUNOFF GENERATED BY THIS SUBDIVISION. PIPE SIZES SHALL RANGE FROM A 24" TO 36" THROUGHOUT THE SUBDIVISION AND DISCHARGE INTO A H.C.D.D. #1 DRAINAGE DITCH ALONG THE SOUTH SIDE OF MILE 12 IN TWO LOCATIONS. THE FIRST DISCHARGE SHALL DRAIN INTO THE DITCH WITH A 36" PIPE AND THE SECOND DISCHARGE SHALL DRAIN WITH A 30" PIPE. ALTAMURA SUBDIVISION WILL INCREASE RUNOFF TO A MAXIMUM OF 116.41 CUBIC FEET PER SECOND BASED ON THE 50-YEAR STORM FREQUENCY FOR AN INCREASE Q OF 89.41 CUBIC FEET PER SECOND. REQUIRED DETENTION FOR THIS SUBDIVISION IS 160,290 CUBIC FEET (3.68 AC.FT.).

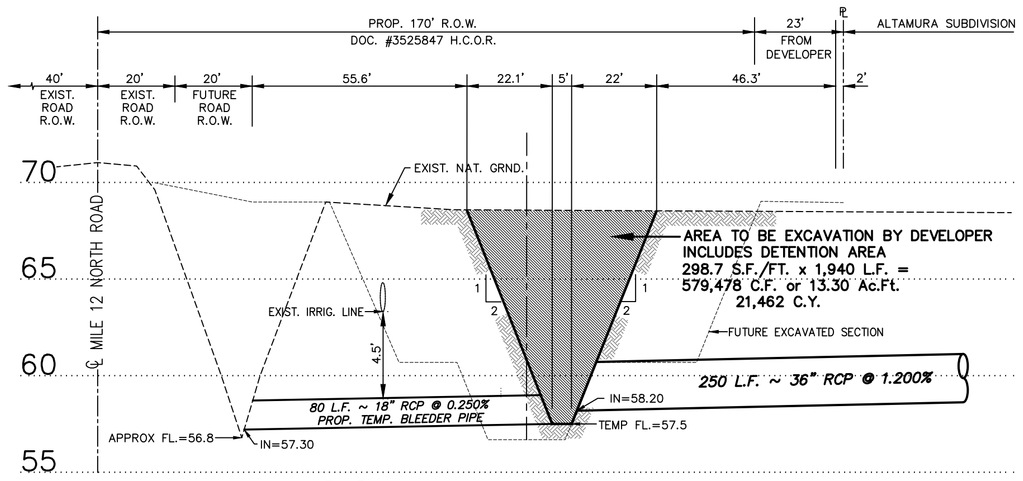
H.C.D.D.#1 HAS PURCHASED THE NECESSARY PROPERTY FROM THE DEVELOPER FOR AN IMPROVED DRAINAGE DITCH AS PART OF THE 2018 BOND ISSUE. IN ADDITION, THE DEVELOPER SHALL DEDICATE AN ADDITIONAL 23 FEET TO THE DRAINAGE DISTRICT FOR THE FURTHER EXPANSION OF THE DITCH. IT IS UNCLEAR AT THIS TIME WHEN THE DRAINAGE DITCH WILL BE FULLY EXCAVATED. IN THE INTERIM, THE DEVELOPER WILL EXCAVATE A TEMPORARY DITCH WITH A 5 FOOT BOTTOM WHILE MATCHING THE PROPOSED SOUTH EDGE OF THE FUTURE DITCH ACROSS THE WIDTH OF ALTAMURA SUBDIVISION. IN DOING SO, THE DEVELOPER WILL EXCAVATE 579,478 CUBIC FEET (13.303 AC.FT.) OF TEMPORARY DITCH THAT SHALL ALSO SERVE AS TEMPORARY DETENTION FOR ALTAMURA SUBDIVISION. THE TEMPORARY DITCH SHALL DISCHARGE INTO THE EXISTING H.C.D.D. #1 DITCH ADJACENT TO THE SOUTH SIDE OF MILE 12 WITH AN 18" PIPE. ONCE THE H.C.D.D.#1 DRAINAGE DITCH IS FULLY WIDENED, THE DITCH SHALL BE OVER-EXCAVATED BY ELEVEN FEET ABOVE THE BENCHED MAINTENANCE ROAD AS ORIGINALLY PLANNED TO FULFILL THE DETENTION REQUIREMENTS OF ALTAMURA SUBDIVISION. THIS OVER-EXCAVATION WILL NET AN INCREASE IN CAPACITY OF 175,797 CUBIC FEET (4.04 AC.FT.) THUS MEETING THE NECESSARY DETENTION REQUIREMENTS. H.C.D.D.#1 DISCHARGE STRUCTURES SHALL BE INSTALLED AS REQUIRED BY THE DRAINAGE DISTRICTS PERMITS. CHOKES ON THE DISCHARGE PIPE WILL NOT BE REQUIRED BECAUSE THE DETENTION AREA IS PART OF THE DRAINAGE DITCH.

### CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0450 C, REVISED MAY 30, 2000 TO REFLECT L.O.M.R.

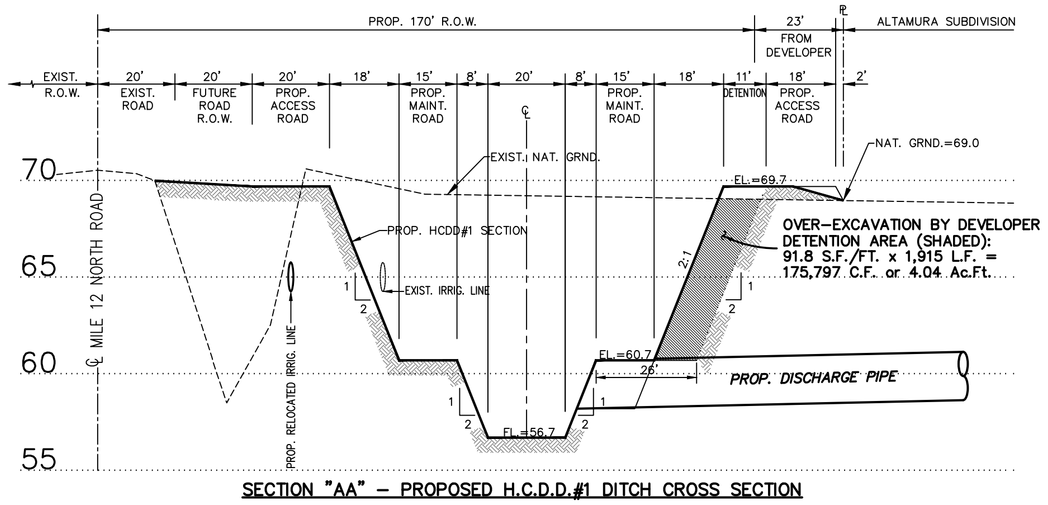
JAVIER HINOJOSA, P.E. #74808 DATE

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



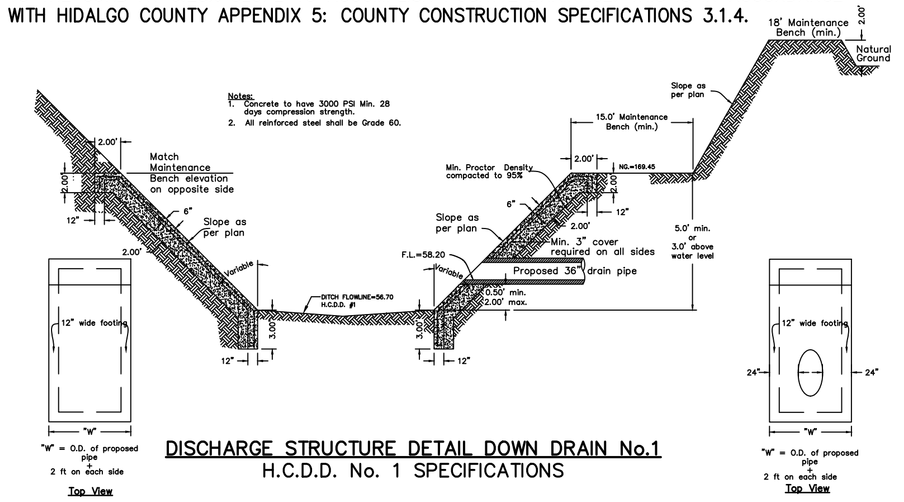




SECTION "BB" – TEMPORARY H.C.D.D.#1 DITCH CROSS SECTION

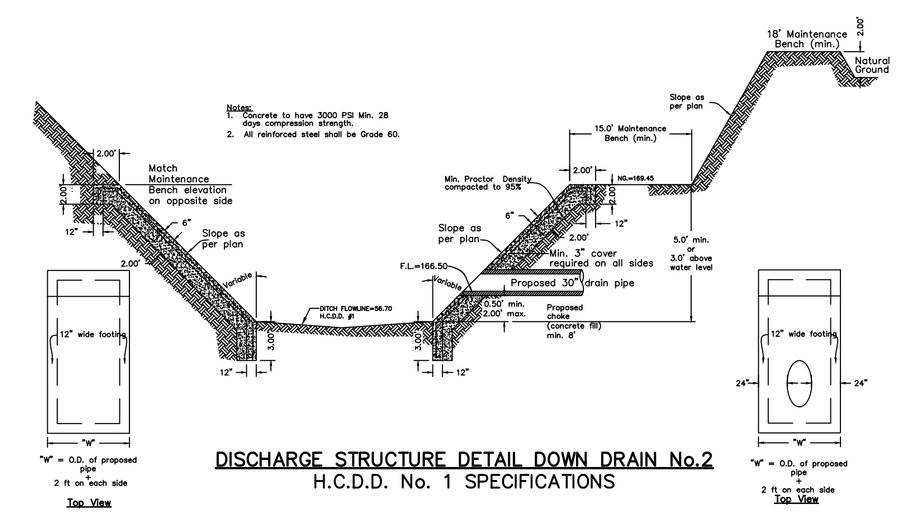



SECTION "AA" – PROPOSED H.C.D.D.#1 DITCH CROSS SECTION

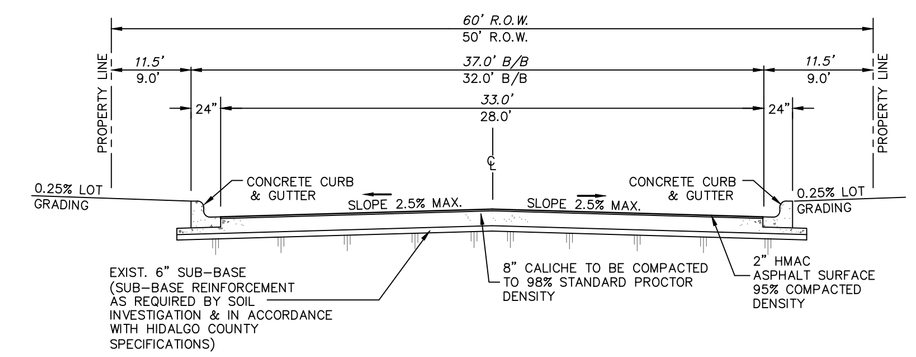
**NOTE:**
ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.




DISCHARGE STRUCTURE DETAIL DOWN DRAIN No.1
H.C.D.D. No. 1 SPECIFICATIONS




DISCHARGE STRUCTURE DETAIL DOWN DRAIN No.2
H.C.D.D. No. 1 SPECIFICATIONS




MINOR RESIDENTIAL STREET SECTION

# ALTAMURA SUBDIVISION
## MAP OF TOPOGRAPHY AND DRAINAGE
## MAPA DE TOPOGRAPHIA Y DESAGUE

FILE 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

SHEET NO. 4 OF 4


JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
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PHONE (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NUMBER F-1295


| REVISIONS | | |
|---|---|---|
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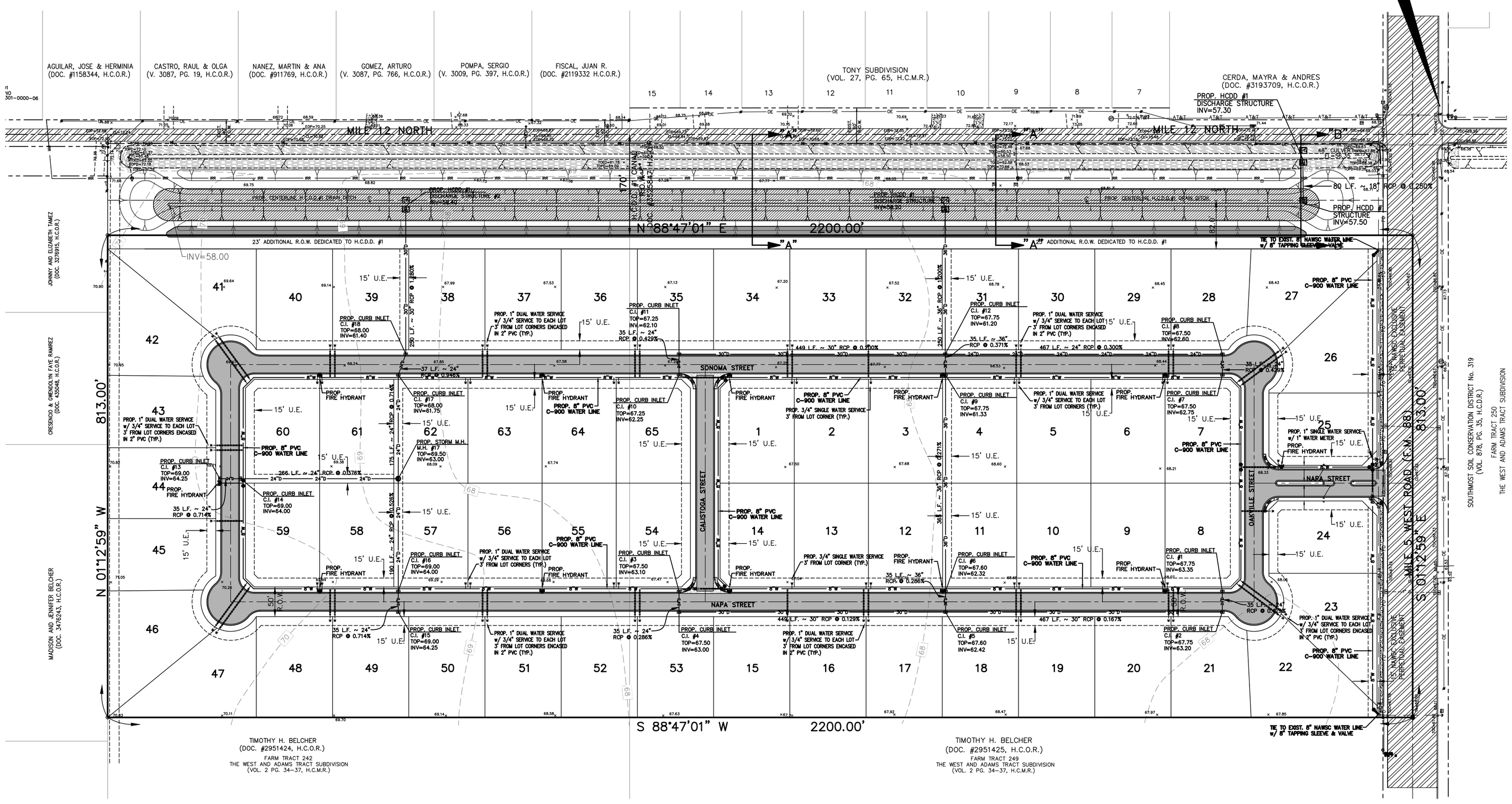
| | | |
| | | |

220406

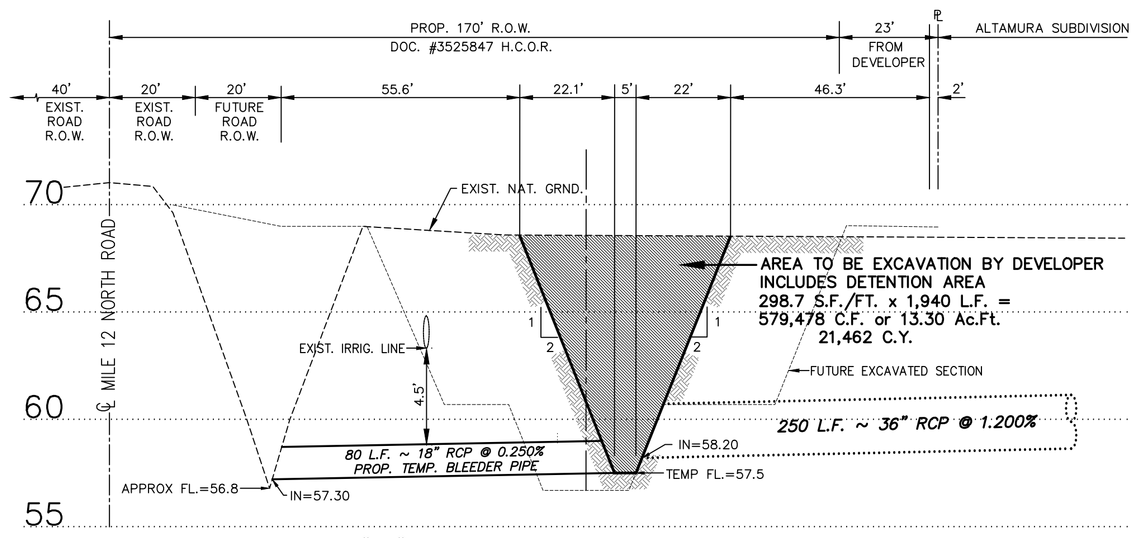
PROJECT BENCHMARK: ELEVATION=67.159
TOP OF STORM MANHOLE LOCATED APPROXIMATELY 48 FEET NORTH AND 45' EAST OF THE INTERSECTION OF MILE 12 AND F.M. 88.



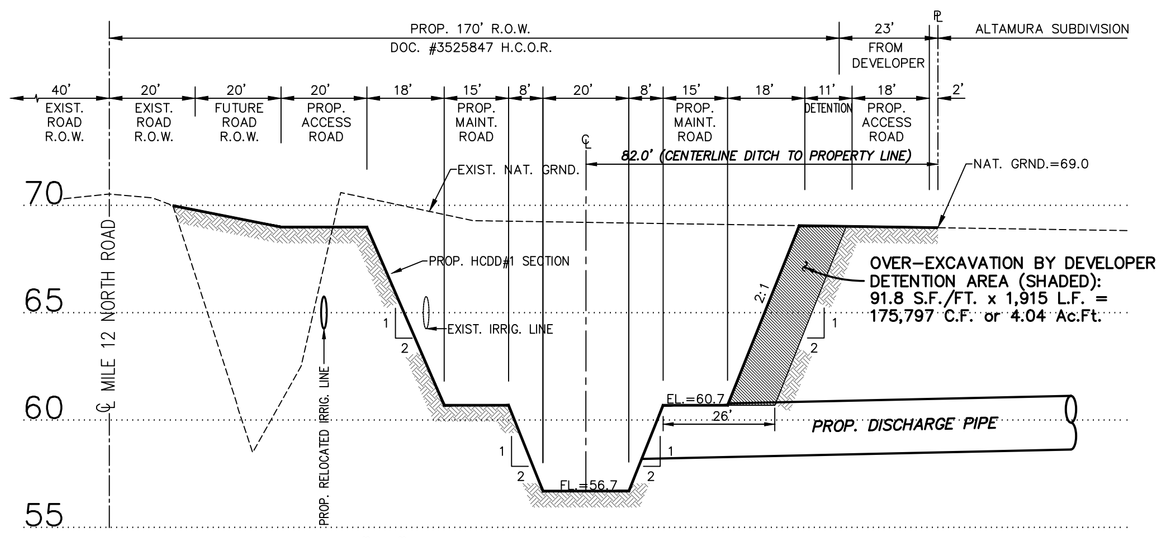

SCALE: 1" = 100'

## LEGEND

| | |
|---|---|
| ×TOC=113.48 | EXIST. TOP OF CURB ELEVATION |
| ×TOD=113.48 | EXIST. TOP OF DITCH ELEVATION |
| ×TOE=113.48 | EXIST. BOTTOM OF DITCH ELEVATION |
| × CL=113.31 | EXIST. CENTER LINE ELEVATION |
| × FL=115.10 | EXIST. FLOW LINE ELEVATION |
| ×115.10 | EXIST. NATURAL GROUND ELEVATION |
| Ⓓ | EXIST. DRAIN MANHOLE |
| Ⓢ | EXIST. SEWER MANHOLE |
| | EXIST. POWER POLE |
| | EXIST. GUY WIRE |
| | EXIST. ROAD SIGN |
| G | EXIST. GAS METER |
| W | EXIST. WATER METER |
| TP | EXIST. TELEPHONE PEDESTAL |
| | EXIST. FIRE HYDRANT |
| WV | EXIST. WATER VALVE |
| IV | EXIST. IRRIGATION VALVE |
| | EXIST. TREE |
| WS | WATER SERVICE |
| SV | SPRINKLER VALVE |
| -//- | CEDAR FENCE |
| —x— | CHAIN LINK FENCE |
| —o— | BLOCK FENCE |
| ○ | IRRIGATION STAND PIPE |
| BFP | BACK FLOW PREVENTOR |
| ET | ELECTRIC TRANSFORMER |
| E | ELECTRIC GROUND BOX |
| ----- 8"SS ----- | EXIST. 18" SANITARY SEWER LINE |
| -----12"SS----- | EXIST. 12" SANITARY SEWER LINE |
| ------18"D ------ | EXIST. 18" STORM DRAINAGE LINE |
| ------24"D------ | EXIST. 24" STORM DRAINAGE LINE |
| ------30"D------ | EXIST. 30" STORM DRAINAGE LINE |
| -------8"W------ | EXIST. 8" WATER LINE |
| -----IRR ----- | EXIST. IRRIGATION LINE |
| | EXIST. PAVEMENT |




SECTION "BB" – TEMPORARY H.C.D.D.#1 DITCH CROSS SECTION




SECTION "AA" – FUTURE H.C.D.D.#1 DITCH CROSS SECTION

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

| DATE: | REVISIONS |
|---|---|
| | |

220406
PROJECT No.
AUGUST, 2024
DATE:
G. TEEGARDIN
DRAWN BY
J.H.
CHK. BY

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPELS FIRM No. 1295
javier@javierhinojosaeng.com

# PROPOSED UTILITY LAYOUT

## ALTAMURA SUBDIVISION

WESLACO, TEXAS

SHEET 1 OF 1 SHEETS

220406

## METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 41.06 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 41.06 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING ON THE NORTHEAST CORNER OF SAID FARM TRACT 249, WITHIN THE INTERSECTION OF MILE 5 WEST ROAD (F.M. 88) AND MILE 12 NORTH ROAD, THENCE S 01°12'59" E ALONG THE EAST LINE OF SAID FARM TRACT 249 AND WITHIN THE RIGHT OF WAY OF MILE 5 WEST ROAD (F.M. 88), A DISTANCE OF 170.00 FEET A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 01° 12' 59" E, CONTINUING ALONG THE EAST LINE OF SAID FARM TRACT 249, WITHIN SAID MILE 5 WEST ROAD (F.M. 88) A DISTANCE OF 813.00 FEET, FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S 88° 47' 01" W, AT DISTANCE OF 50.00 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 5 WEST ROAD (F.M. 88) AS RECORDED IN VOLUME 817, PAGE 294, H.C.D.R. AND THE EAST LINE OF A 15.0 FOOT EASEMENT TO NORTH ALAMO WATER SUPPLY CORP. (NAWSC), RECORDED IN VOLUME 2369, PAGE 551, H.C.D.R., AT DISTANCE OF 65.00 FEET PASS THE WEST LINE OF SAID NAWSC EASEMENT, AT A DISTANCE OF 1,320.00 FEET PASS THE COMMON LINE OF SAID FARM TRACTS 249 AND 242, AND CONTINUING A TOTAL DISTANCE OF 2,200.00 FEET A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 01° 12' 59" W, AT A DISTANCE OF 461.00 FEET PASS A 1/2" IRON ROD FOUND ON THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO CRESENCIO RAMIREZ AND GWENDOLYN FAT RAMIREZ, RECORDED IN DOCUMENT NO. 425048, H.C.D.R. AND CONTINUING ALONG THE EAST LINE OF SAID MARTINEZ TRACT A DISTANCE OF 889.00 FEET PASS A 1/2" IRON ROD FOUND ON THE EASTERN MOST NORTHEAST CORNER OF SAID MARTINEZ TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO JOHNNY TAMEZ AND ELIZABETH TAMEZ, RECORDED IN DOCUMENT NUMBER 3276915, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID TAMEZ TRACT AT A DISTANCE OF 813.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" SET ON THE SOUTH RIGHT-OF-WAY LINE OF A 170 FOOT HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RIGHT-OF-WAY FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 88° 47' 01" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HIDALGO COUNTY DRAINAGE DISTRICT No.1 RIGHT-OF-WAY, AT DISTANCE OF 880.00 FEET PASS THE COMMON NORTH CORNER OF SAID FARM TRACTS 242 AND 249 AND CONTINUING ALONG THE SOUTH LINE OF SAID DRAINAGE DISTRICT RIGHT-OF-WAY, AT 2,150.00 FEET THE WEST RIGHT-OF-WAY LINE OF SAID MILE 5 WEST (F.M. 88), IN ALL A TOTAL DISTANCE OF 2,200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 41.06 ACRES OF LAND, MORE OR LESS.

## NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT

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

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

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

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

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS EASEMENT THE _____ DAY OF _____, 20_____.

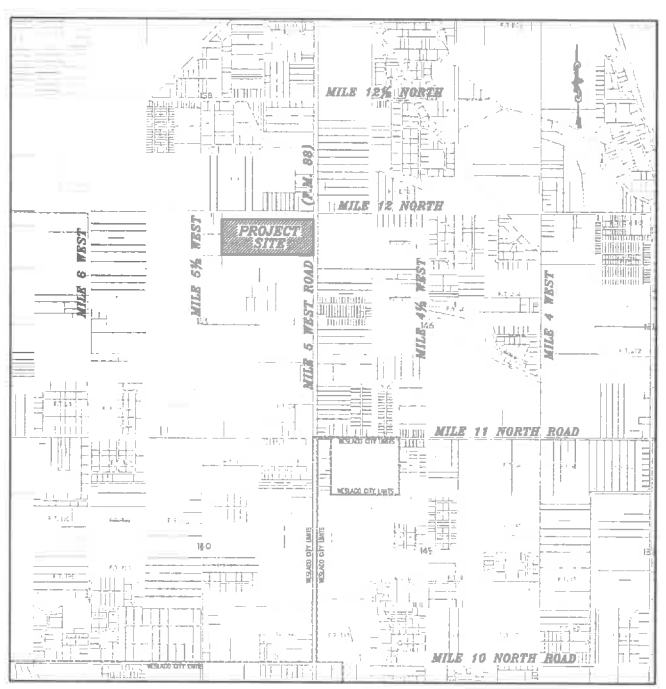
_____
PRINTED NAME: JASON E. GARZA, DEVELOPER

### STATE OF TEXAS
### COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES




LOCATION MAP
SCALE: 1" = 2000'

DATE OF PREPARATION: AUGUST 28, 2024 DRAWN BY: G. TEEGARDIN


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


## GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0450 C, REVISED MAY 30, 2002. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
FRONT: 25.00 FEET
REAR: 20% OF LOT DEPTH, NOT TO EXCEED 25 FEET OR GREATER FOR EASEMENT.
SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER.
SIDE CORNER: 10.00 FEET, CORNER GARAGE SIDE: 18.00 FEET
CORNER GARAGE FRONT: 18.00 FEET
CORNER SIDE WHERE R.O.W. IS GREATER THAN 50 FEET: 20.00 FEET.

3. NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (NO OTHER LAND USE WILL BE PERMITTED). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED WITHIN THIS SUBDIVISION.

5. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND OR ELEVATION 69.03, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOT WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: TOP OF STORM MANHOLE LOCATED APPROXIMATELY 48 FEET NORTH AND 45 FEET EAST OF THE INTERSECTION OF MILE 12 NORTH &F.M. 88.
ELEVATION=67.159

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 160.290 CUBIC FEET (3.680 AC.FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 FOR STORM SEWER IMPROVEMENTS)

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED OR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

13. JASON E. GARZA, THE OWNER AND SUBDIVIDER OF ALTAMURA SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 3 OF THIS PLAT.

14. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 5 WEST (F.M. 88) ON TO LOTS 22 THROUGH 27. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MAPA STREET FOR LOTS 24 AND 25.

15. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY THE COUNTY.

16. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO AND COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY CITY AND COUNTY FROM ANY AND LIABILITY AND ALLEGED CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVAIE SIDEWALKS, AND PRIVATE STREET LIGHTING. ANY REQUEST FOR DEDICATION OF THE PRIVATE ROADS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.

17. SET ½" IRON ROD ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.

18. STREET LIGHTS AND STREET SIGNS SHALL BE INSTALLED IN ACCORDANCE TO THE CITY OF WESLACO ORDINANCE BY THE DEVELOPER PRIOR TO ISSUANCE OF A BUILDING PERMIT.

19. STREET LIGHTS MUST BE LOCATED AT 300-FOOT MAXIMUM SPACING.

20. CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FORM INTERSECTION AND IN COMPLIANCE WITH THE CITY OF WESLACO ACCESS MANAGEMENT ORDINANCE.

## INDEX TO SHEETS FOR ALTAMURA SUBDIVISION


**SHEET 1**
DATE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, METES AND BOUNDS, GENERAL NOTES, OWNER CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, COUNTY CERTIFICATE, CITY OF WESLACO CERTIFICATE, COUNTY HEALTH DEPARTMENT CERTIFICATE, ENGINEERS CERTIFICATE, SURVEYORS CERTIFICATE, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATE, HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 CERTIFICATE, AND COUNTY CLERK'S RECORDING CERTIFICATE.

**SHEET 2**
DATE, NORTH ARROW, MAIN SCALE, LEGEND OF ABBREVIATIONS, HEADING, LEGAL DESCRIPTION, LOCATION MAP, PLAT WITH LOTS, STREETS AND EASEMENTS, LOT LINE CURVE DATE AND LOT LINE TABLE.

**SHEET 3**
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, THE ENGINEER'S CERTIFICATION AND THE SUBDIVIDERS CERTIFICATE AND STATEMENT. (ENGLISH AND SPANISH VERSIONS).

**SHEET 4**
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION AND CONSTRUCTION DETAILS.


FILE 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

## GENERAL PLAT NOTES & RESTRICTIONS (cont.):

21. LANDSCAPING IS REQUIRED BY CITY OF WESLACO ORDINANCE.

22. A FOUR FOOT SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.

23. A FIVE FOOT SIDEWALK IS REQUIRED ALONG THE WEST SIDE OF F.M. 88 UPON THE ISSUANCE OF A NOTICE TO PROCEED.

24. A SIX FOOT TALL CEDAR FENCE SHALL BE REQUIRED ALONG THE NORTH LOT LINES OF LOT 27 THROUGH 41 INCLUSIVE, AT THE TIME OF LOT'S OCCUPANCY.

25. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT OF WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.

26. CONCRETE MONUMENTS TO BE SET AT SUBDIVISION CORNERS.

27. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATIONS DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

28. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWQP) REQUIREMENTS.

29. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

30. A SIX FOOT BUFFER SHALL BE REQUIRED WHEN ADJOINING ANY COMMERCIAL LOT WHETHER EXISTING OR WHEN SUCH COMMERCIAL LOT IS EVIDENT THE LOT OWNER.

31. ALL PRIVATE STREETS, INCLUSIVE OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY, AND REPAIR.

32. AFTER RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTS (CCRs) TO THUS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.

33. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.

34. THE DEVELOPER SHALL SIGN AND RECORD A PRIVATE STREET AGREEMENT ON A FORM ESTABLISHED BY THE CITY OF WESLACO AFTER CONSULTATION WITH THE CITY ATTORNEY.

### HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

### HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

DATED THIS ____ DAY OF _____ 20_____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

3. HCCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

5. HCCID#9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

_____
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

# SUBDIVISION PLAT OF
# ALTAMURA SUBDIVISION
## (A PRIVATE SUBDIVISION)

**A TRACT OF LAND CONTAINING 41.06 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

### OWNER'S CERTIFICATION, AND ATTESTATION

I, JASON E. GARZA, OF THE 41.06 ACRES OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS ALTAMURA SUBDIVISION, MAY NOW OR HEREAFTER HOLD RIGHTS ESTABLISHED BY THE CITY OF WESLACO, THE COUNTY OF HIDALGO AND THE STATE OF TEXAS. THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE COUNTY OR THE CITY OF WESLACO AS PUBLIC IMPROVEMENTS, AND THE STREETS SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION WITHIN THE SUBDIVISION. THE STREET SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE PERSONNEL, THE U.S. SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR DUTIES. THE USE OF THE STREETS, AND EASEMENTS HEREON SHOWN, IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, NORTH ALAMO WATER SUPPLY CORPORATION AND THE COUNTY OF HIDALGO, AND OR THE STATE OF TEXAS AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODES 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
BY: JASON E. GARZA, DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78502

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD JASON E. GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20_____ A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.

ON THIS THE _____ DAY _____, 20_____ A.D.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST:
_____
HIDALGO COUNTY CLERK DATE

**CITY OF WESLACO**
**CERTIFICATE OF PLAT APPROVAL**
**UNDER LOCAL GOVERNMENT CODE §232.028(a)**

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF WESLACO ATTEST: CITY SECRETARY

DATE:_____ DATE:_____

THIS SUBDIVISION PLAT OF ALTAMURA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE HIDALGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20_____ A.D.

_____
CHAIRMAN , PLANNING & ZONING COMMISSION

**COUNTY OF HIDALGO**
**CERTIFICATE OF PLAT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH.

DEPARTMENT ON_____ 20_____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

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

_____
JAVIER HINOJOSA, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 74808

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

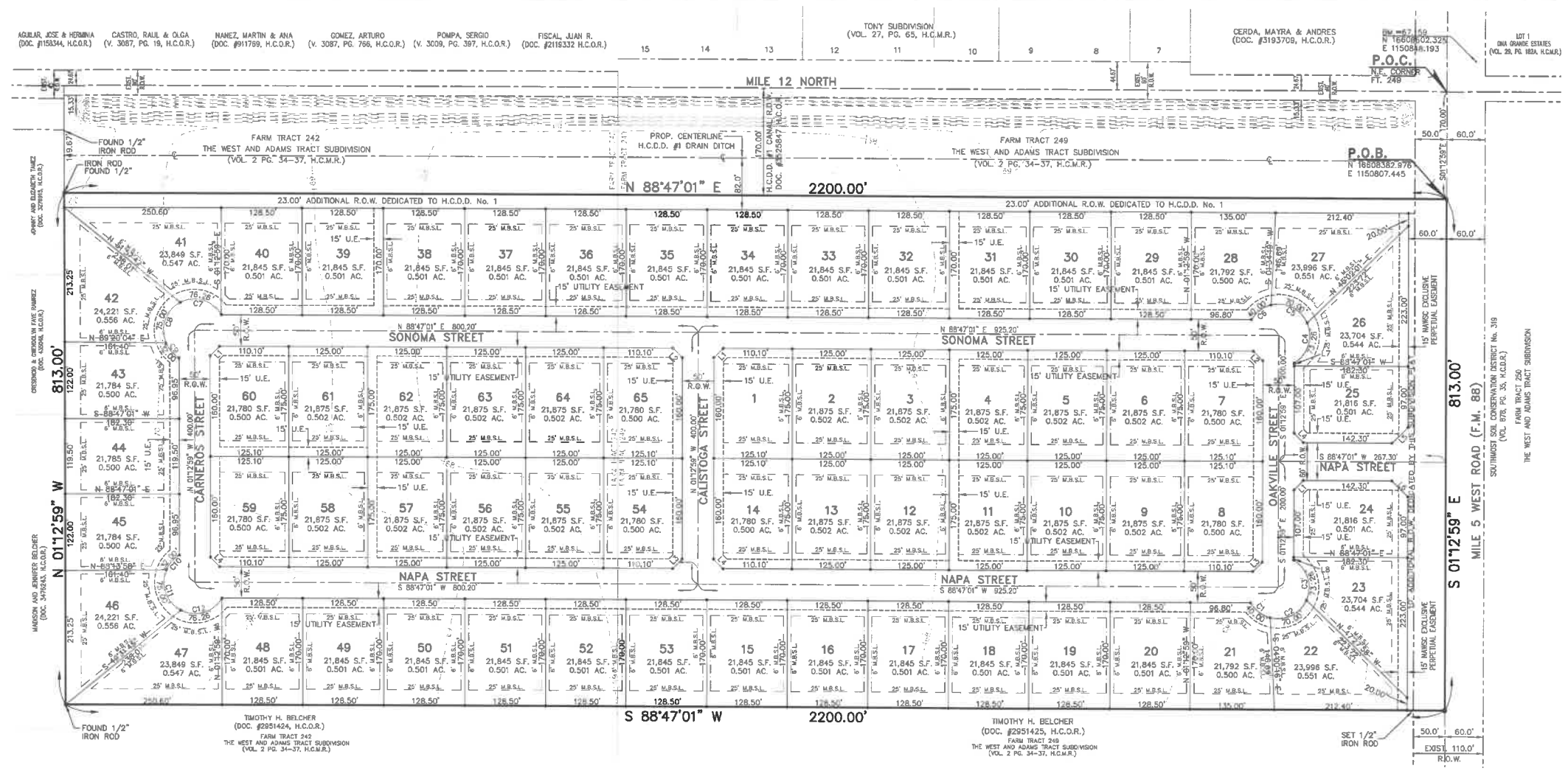
I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF ALTAMURA SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON JUNE 22, 2022.

_____
CARLOS VASQUEZ, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS, LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
TEL. (956) 618-1551
TBPELS FIRM No. 10119600
DATE SURVEYED: 06-

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

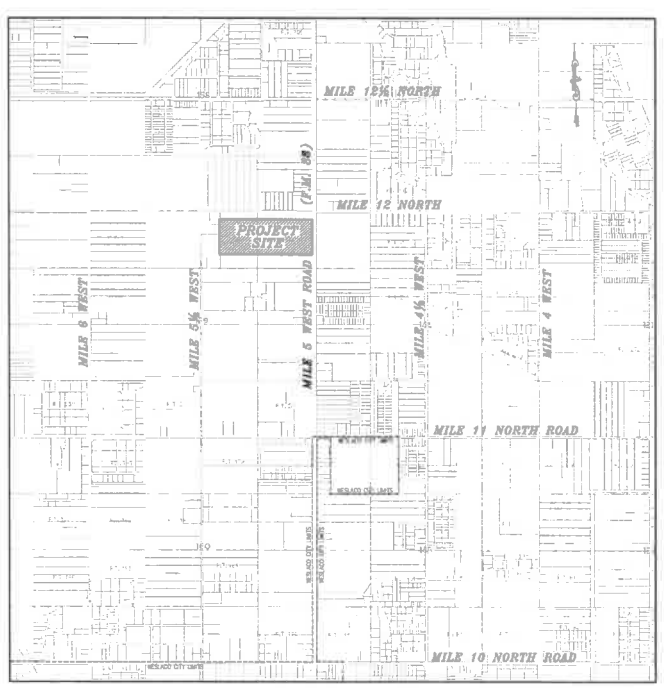
## LEGEND OF ABBREVIATIONS:

- ℄ CENTERLINE
- ● IRON ROD FOUND
- ○ IRON ROD SET
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT OF WAY
- H.C.M.R. = HIDALGO COUNTY MAP RECORDS
- H.C.D.R. = HIDALGO COUNTY DEED RECORDS
- H.C.D.D.#1 = HIDALGO COUNTY DRAINAGE DISTRICT No. 1
- H.C.C.I.D.#9 = HIDALGO AND CAMERON COUNTIES DRAINAGE DISTRICT No. 9
- U.E. = UTILITY EASEMENT
- M.B.S.L. = MINIMUM BUILDING SETBACK LINE




| LOT LINE – CURVE DATA | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | TANGENT | ARC LENGTH | CHORD BEARING | CHORD |
| "C1" | 45°50'12" | 50.00' | 21.14' | 40.00' | S54°08'05"E | 38.94' |
| "C2" | 80°12'51" | 50.00' | 42.11' | 70.00' | N62°50'24"E | 64.42' |
| "C3" | 83°56'57" | 50.00' | 44.98' | 73.25' | N19°14'30"W | 66.88' |
| "C4" | 83°56'57" | 50.00' | 44.98' | 73.25' | N18°48'33"E | 66.88' |
| "C5" | 80°12'51" | 50.00' | 42.11' | 70.00' | N65°16'21"W | 64.42' |
| "C6" | 45°50'12" | 50.00' | 21.14' | 40.00' | S51°42'07"W | 38.94' |
| "C7" | 87°23'13" | 50.00' | 47.77' | 76.26' | N74°54'35"W | 69.08' |
| "C8" | 85°55'37" | 50.00' | 46.58' | 75.00' | S18°25'30"W | 68.16' |
| "C9" | 36°40'10" | 50.00' | 16.57' | 32.00' | S42°52'04"E | 31.46' |
| "C10" | 36°40'10" | 50.00' | 16.57' | 32.00' | S40°26'56"W | 31.46' |
| "C11" | 85°55'37" | 50.00' | 46.58' | 75.00' | S20°51'28"E | 68.16' |
| "C12" | 87°23'13" | 50.00' | 47.77' | 76.26' | N72°28'37"E | 69.08' |

| LOT LINE – LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| "L1" | N 43°47'01" E | 21.21' |
| "L2" | S 46°12'59" E | 21.21' |
| "L3" | S 43°47'01" W | 21.21' |
| "L4" | N 46°12'59" W | 21.21' |
| "L5" | S 43°47'01" W | 35.36' |
| "L6" | S 46°12'59" E | 35.36' |
| "L7" | S 08°01'12" E | 4.70' |
| "L8" | N 08°01'12" W | 4.70' |




LOCATION MAP
SCALE: 1" = 2000'

DATE OF PREPARATION: AUGUST 28, 2024 DRAWN BY: G. TEEGARDIN


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


FILE 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

SUBDIVISION PLAT OF

# ALTAMURA SUBDIVISION

(A PRIVATE SUBDIVISION)

SHEET NO. 2 OF 4

| REVISIONS |
|---|
| |
| |
| |

220436

**COST ESTIMATE:**

| | |
|---|---|
| STREET PAVING | $ 1,023,682.50 |
| WATER SUPPLY SYSTEM: | $ 547,204.00 |
| SEPTIC TANK SYSTEM: | $ 97,500.00 |
| DRAINAGE: | $ 432,902.50 |

**SUBDIVIDER CERTIFICATION:**

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

I, JASON E. GARZA, SUBDIVIDER OF ALTAMURA SUBDIVISION, HEREBY CERTIFY THAT SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

BY: JASON E. GARZA, _____ DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78596

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JASON E. GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20____A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

## FINAL ENGINEERING REPORT FOR ALTAMURA SUBDIVISION

BY JAVIER HINOJOSA, P.E.

### WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

ALTAMURA SUBDIVISION IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION. THE SUBDIVIDER AND NORTH ALAMO WATER SUPPLY CORPORATION HAVE ENTERED INTO A CONTRACT IN WHICH NORTH ALAMO WATER SUPPLY CORPORATION HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST THIRTY YEARS AND NORTH ALAMO WATER SUPPLY CORPORATION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG-TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. NORTH ALAMO WATER SUPPLY CORPORATION HAS AN EXISTING 8" DIAMETER WATER LINE LOCATED ALONG THE WEST SIDE OF F.M. 88. 791 FEET OF EXISTING 8" WATER LINE WILL BE RELOCATED INTO A 15' NAWSC EXCLUSIVE PERPETUAL EASEMENT WITHIN THE SUBDIVISION ALONG F.M. 88. 8" NAWSC WATER LINES WILL BE EXTENDED INTO THE SUBDIVISION WITHIN THE NORTH RIGHT OF WAY OF NAPA STREET, WITHIN THE WEST RIGHT OF WAY LINE OAKVILLE STREET, WITHIN THE EAST RIGHT OF WAY LINE OF CAUSTOGA STREET AND CARNEROS STREET AND THE WITHIN THE SOUTH RIGHT OF WAY LINE OF SONOMA STREET FOR A TOTAL OF 4,624 FEET OF 8" WATER LINE. EACH LOT IS PROVIDED WITH A 3/4" INCH WATER SERVICE CONNECTING TO THE EXISTING 8" WATER LINE. A TOTAL OF 65 3/4" SINGLE SERVICE LINES CONNECTIONS HAVE BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS INSTALLED TWELVE FIRE HYDRANTS WITHIN THE SUBDIVISION. THE COST FOR INSTALLATION OF THE WATER IMPROVEMENTS IS A TOTAL OF $547,204.00. THE SUBDIVIDER HAS IN ADDITION PAID TO THE NORTH ALAMO WATER SUPPLY CORPORATION THE SUM OF $67,650.00 WHICH COVERS THE COST PER LOT FOR THE WATER METER (INCLUDING INSTALLATION COSTS, ALL TAP FEES, WATER RIGHTS AND MEMBERSHIP FEES). UPON REQUEST BY THE OWNER OF A LOT, NORTH ALAMO WATER SUPPLY CORPORATION WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY NORTH ALAMO WATER SUPPLY CORPORATION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

## REPORTE DE INGENIERIA DE ALTAMURA SUBDIVISON

BY: JAVIER HINOJOSA P.E.

### ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN DE ALTAMURA FASE I SERA ABASTECIDA CON AGUA POTABLE POR LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION. EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION HAN FIRMADO UN CONTRATO EN EL CUAL LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION SE HA COMPROMETIDO A PROPORCIONAR AGUA SUFICIENTE A ESTA SUBDIVISIÓN POR LO MENOS HASTA TRENTA AÑOS Y TAMBIEN LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION TENDRA QUE PROPORCIONAR LA DOCUMENTACIÓN PARA ABASTECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE AGUA A LARGO PLAZO DE LOS SUMINISTROS DE AGUA DISPONIBLES PARA SERVIR AL PLENO DESARROLLO DE ESTA SUBDIVISIÓN. DENTRO DE LA SUBDIVISION POR EL CAMINO F.M. 88 EXTENDERAN UNA LINEA DE 8" DENTRO DEL R.O.W. DE LA CALLE NAPA Y TAMBIEN AL OESTE DEL R.O.W. DE LA CALLE OAKVILLE, DENTRO DEL OESTE R.O.W. DE LA CALLE CAUSTOGA Y DE LA CALLE CARNEROSY DENTRO DEL SUR DEL R.O.W.DE LA CALLE SONOMA, SERA UN TOTAL DE 4,624 PIES LINEALES DE AGUA POTABLE DE 8" DE DIAMETRO ESTA SUBDIVISIÓN SE CONECTARA A LA LINEA DE AGUA EXISTENTE DE 8" CADA LOTE TENDRA UN SERVICIO DE AGUA DE 3/4" DE PARA CONECTARSE A LA LINEA DE AGUA EXISTENTE DE 8". SERAN INSTALADAS UN TOTAL DE 65 SERVICIO DE 3/4" SENCILLOS Y EL DUEÑO TENDRA QUE INSTALAR 12 HIDRANTES EN ESTA SUBDIVISIÓN. EL COSTO PARA LA INSTALACIÓN DE LAS MEJORAS DEL AGUA ES UN TOTAL DE $547,204.00. EL DUEÑO TENDRA QUE PAGAR A LA COMPAÑÍA DE AGUA, EL ABASTECIMIENTO. LA SUMA DE $67,650.00 QUE CUBRE EL COSTO POR CADA LOTE PARA EL MEDIDOR DE AGUA (INCLUYENDO COSTOS DE INSTALACIÓN, TODOS LOS HONORARIOS DE TAP, DERECHOS DE AGUA Y CUOTAS DE MEMBRESÍA). A PETICIÓN DEL PROPIETARIO, NORTH ALAMO WATER SUPPLY CORPORATION. INMEDIATAMENTE INSTALARÁ SIN CARGO EL MEDIDOR DE AGUA PARA ESE LOTE. LAS INSTALACIONES DEL AGUA HAN SIDO APROBADAS Y ACEPTADAS POR NORTH ALAMO WATER SUPPLY. Y DICHO SISTEMA DE DISTRIBUCIÓN INICIARA A PARTIR DE LA FECHA QUE SEA REGISTRADO EL PLAT.

### SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FROM ALTAMURA SUBDIVISION IS TREATED BY INDIVIDUAL ONSITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR REPLACEMENT DRAIN FIELD.

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A SANDY LOAM SOIL FOR THE AREA. A TOTAL OF 2 SOIL BORING WERE PEFORMED FOR THIS SUBDIVISION. THE SOIL IS UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR THE FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $97,500.00, WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC SYSTEM IN THE SALES PRICE OF EACH LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

### DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA FECHA DE OPERABILIDAD

EL DRENAJE DE ALTAMURA SUBDIVISION CONSISTE DE UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO RESPONSABLE DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION PROPUESTA MIDE POR LO MENOS ½ ACRE SE HICIERON 2 EXCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TIPO FINO-ARCILLOSO ARENOSO) Y SE EXTIENDE 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS ABAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE EN PERFECTAS CONDICIONES.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR ES $ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO Y LICENCIA. EN EL MOMENTO DE LA APLICACION PARA FINALIZAR EL PLAT, NO SE HA INSTALADO NINGUNA FOSA SEPTICA. CON DICHA APLICACION, EL SUBDIVIDOR PROVECERA BUENAS GARANTIAS ECONOMICAS SUFICIENTES EN FORMA DE (CHEQUE DE CAJERO O CHEQUE PERSONAL) REPRESENTANDO UN DEPOSITO EN EFECTIVO QUE ESTARA EN POSECION DEL CONDADO DE HIDALGO POR LA CANTIDAD DE $97,500.00. QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA SEPTICO EN CADA LOTE. EL SUBDIVIDOR INCLUIRA EL COSTO DEL SISTEMA SEPTICO EN LA VENTA DE CADA LOTE.

EN CUALQUIER MOMENTO DESPUES DE LA VENTA DEL TERRENO, EL COMPRADOR PUEDE INICIAR LA INSTALACION DEL SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO. EL PROPIETARIO ES EL RESPONSABLE DE METER LA APLICACION PARA EL PERMISO DE INSTALACION DEL SISTEMA SEPTICO CON EL DEPARTAMENTO DE SANIDAD DEL CONDADO DE HIDALGO. EL SISTEMA SEPTICO DEVERA SER INSTALADO ANTES DE QUE EL CONDADO OTORGUE EL PERMISO FINAL PARA LA LUZ Y AGUA.

**CERTIFICATION:**

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL THE WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED UPON FINAL PLAT APPROVAL, EXCEPT FOR INSTALLATION OF WATER METERS, AT A COST OF $ 547,204.00. THE SUBDIVIDER HAS ALSO PAID A TOTAL OF $ 67,650.00 NORTH ALAMO WATER SUPPLY CORP. TO COVER THE COSTS OF INSTALLATION OF METERS, WATER RIGHTS, MEMBERSHIPS AND ALL TAP FEES.

SEWAGE FACILITIES – SEPTIC SYSTEMS HAVE BEEN CONSTRUCTED UPON FINAL PLAT APPROVAL BY MEANS OF SEPTIC TANKS AND DRAIN FIELDS AT A COST OF $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL COST OF $97,500.00 FOR THE SUBDIVISION.

_____
JAVIER HINOJOSA, P.E., #74808 DATE

**CERTIFICACION:**

CON MI FIRMA CERTIFICO QUE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO DESCRITOS ANTERIORMENTE, CUMPLAN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.

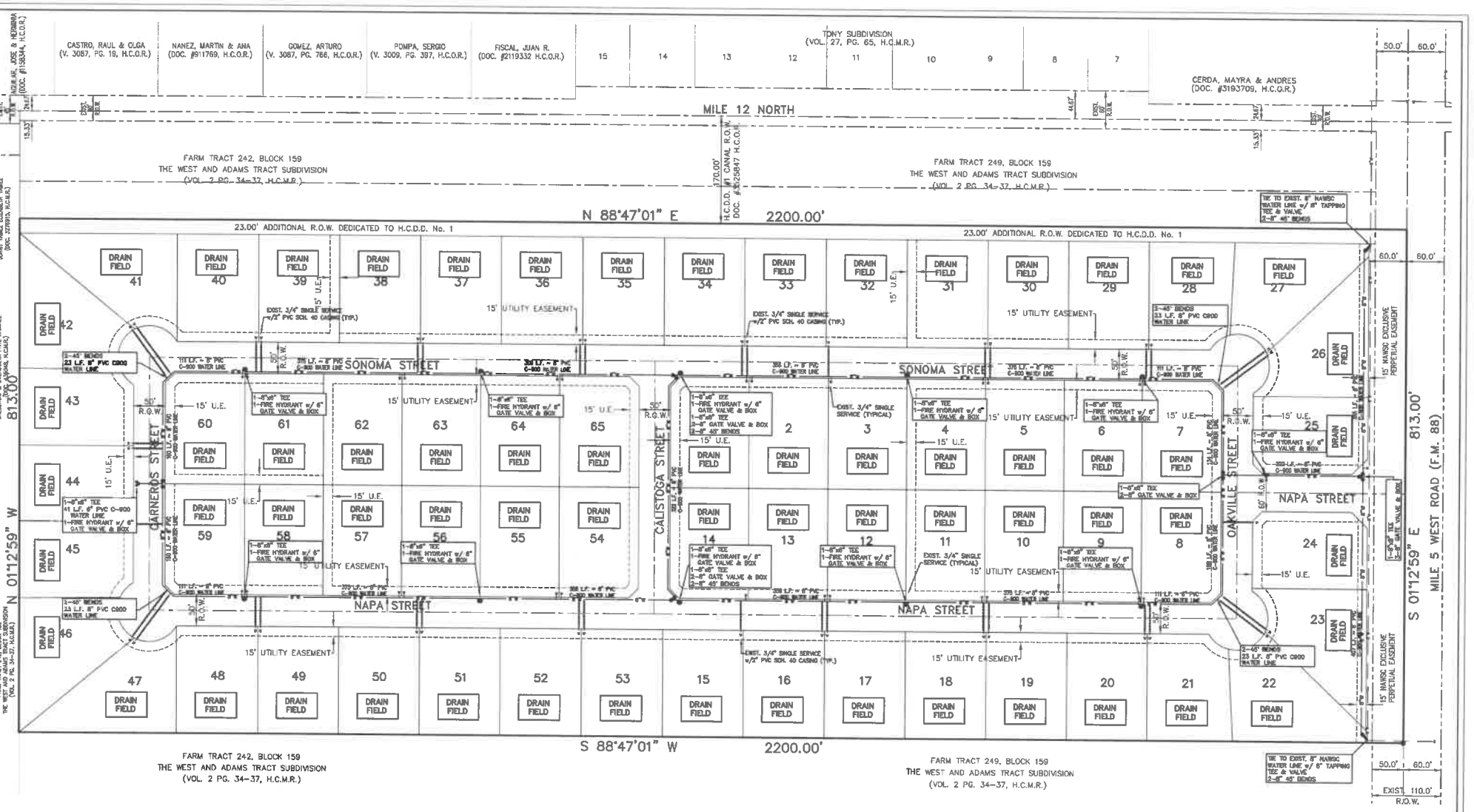
CERTIFICO QUE LOS COSTOS ESTIMADOS DE INSTALACION DE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO (OSSF). DISCUTIDOS ANTERIORMENTE SON DE LA SIGUIENTE MANERA:

AGUA – EL SISTEMA ESTARA TOTALMENTE CONSTRUIDO DESPUES DE LA APROBACIÓN DEL PLANO FINAL, EXCEPTO LA INSTALACION DE MEDIDORES DE AGUA CON UN COSTO DE $ 547,204.00. LA PERSONA ENCARGADA O DUEÑO DE LA SUBDIVISION DEBERA PAGAR UN TOTAL DE $ 67,650.00 A NORTH ALAMO WATER SUPPLY CORP. PARA CUBRIR LOS GASTOS DE INSTALACION DE MEDIDORES DE AGUA, POR LOS DERECHOS DE AGUA Y COSTOS DE INSTALACION.

DRENAJE SANITARIO – EL SISTEMA SEPTICO HA SIDO CONSTRUIDO AL TIEMPO DE LA APROBACION FINAL CONSISTIENDO EN TANQUES SEPTICOS Y DESAGUES A UN COSTO DE $ 1,500.00 POR LOTE (TODO INCLUIDO), CON UN TOTAL DE $ 97,500.00 POR LA SUBDIVISION.

_____
JAVIER HINOJOSA, P.E., #74808 DATE

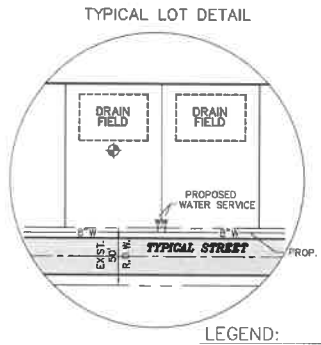
SCALE: 1" = 100'
BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 SOUTH ZONE (GRID)



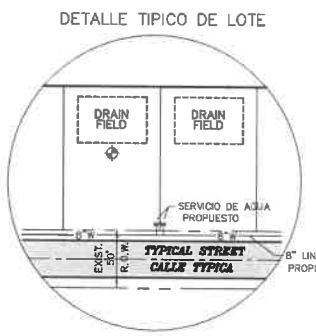

FARM TRACT 242, BLOCK 159
THE WEST AND ADAMS TRACT SUBDIVISION
(VOL. 2 PG. 34-37, H.C.M.R.)

FARM TRACT 249, BLOCK 159
THE WEST AND ADAMS TRACT SUBDIVISION
(VOL. 2 PG. 34-37, H.C.M.R.)

TYPICAL LOT DETAIL



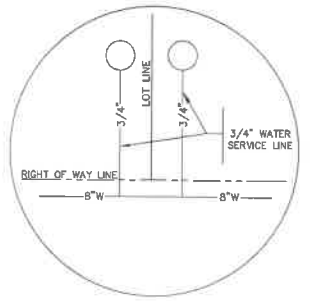

DETALLE TIPICO DE LOTE




LEGEND:

APPROXIMATE LOCATION OF SOIL BORINGS AS PERFORMED BY THE SOILS EVALUATOR.

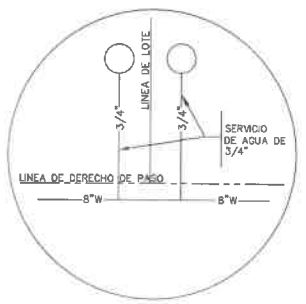
TYPICAL DETAIL OF SERVICE LINES AND WATER METER BOXES




LEGEND

WATER METER BOX

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDOR DE AGUA




LEGEND

MEDIDOR DE AGUA

FILE 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

**REVISIONS**

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| | |
| | |

# ALTAMURA SUBDIVISION

## WATER DISTRUBUTION MAP AND SEWER LAYOUT
## MAPA DE DISTRIBUICION DE AGUA Y DRENAJE

SHEET NO. 3 OF 4


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


220406

**COST ESTIMATE:**

| | |
|---|---|
| STREET PAVING | $ 1,023,682.50 |
| WATER SUPPLY SYSTEM: | $ 547,204.00 |
| SEPTIC TANK SYSTEM: | $ 97,500.00 |
| DRAINAGE: | $ 432,902.50 |

## DRAINAGE REPORT
## ALTAMURA SUBDIVISION

INTRODUCTION
ALTAMURA SUBDIVISION IS A 41.06-ACRE TRACT OF LAND OUT OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACT SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 34-37, HIDALGO COUNTY MAP RECORDS. THIS SUBDIVISION IS LOCATED 170 FEET SOUTH OF THE NORTHEAST CORNER OF MILE 12 NORTH AND MILE 5 WEST (F.M. 88) AND IS WITHIN THE E.T.J. OF WESLACO, TEXAS.

FLOOD PLAIN
ALTAMURA SUBDIVISION IS LOCATED IN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0450C, MAP REVISED MAY 30, 2002 TO REFLECT LOMR. ZONE "X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN." THE MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB AS MEASURED AT THE CENTER OF THE LOT OR ELEVATION 69.00, WHICHEVER IS HIGHER.

SOIL CONDITIONS
ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE USDA NATURAL RESOURCES CONSERVATION SERVICE; THE SOILS IN THIS SUBDIVISION ARE FOUND TO BEHIDALGO FINE SANDY LOAM (25) AND HIDALGO SANDY CLAY LOAM (28). SOILS GROUP 25 AND 28 ARE IN HYDROLOGIC GROUP "B" AND ARE MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX.

PRE-DEVELOPED CONDITIONS
THE CURRENT LAND USE FOR THIS PROPERTY HAS BEENUSED FOR AGRICULTURAL PURPOSES AND HAS AN EXISTING RUNOFF IN A NORTHEASTERLY DIRECTION. BASED ON AN EXISTING 10-YEAR STORM, A TOTAL STORM RUNOFF OF 27.00 CUBIC FEET PER SECOND IS BEING GENERATED BY THIS SUBDIVISION.

PROPOSED CONDITIONS
ALTAMURA SUBDIVISION IS A PROPOSED 65 LOT, SINGLE-FAMILY SUBDIVISION. DRAINAGE SHALL BE ACCOMPLISHED WITHIN THIS DEVELOPMENT WITH THE PLACEMENT OF CURB INLETS TO INTERCEPT DRAINAGE RUNOFF GENERATED BY THIS SUBDIVISION. PIPE SIZES SHALL RANGE FROM A 24" TO 36" THROUGHOUT THE SUBDIVISION AND DISCHARGE INTO A H.C.D.D. #1 DRAINAGE DITCH ALONG THE SOUTH SIDE OF MILE 12 IN TWO LOCATIONS. THE FIRST DISCHARGE SHALL DRAIN INTO THE DITCH WITH A 36" PIPE AND THE SECOND DISCHARGE SHALL DRAIN WITH A 30" PIPE. ALTAMURA SUBDIVISION WILL INCREASE RUNOFF TO A MAXIMUM OF 116.41 CUBIC FEET PER SECOND BASED ON THE 50-YEAR STORM FREQUENCY FOR AN INCREASE Q OF 89.41 CUBIC FEET PER SECOND. REQUIRED DETENTION FOR THIS SUBDIVISION IS 160,290 CUBIC FEET (3.68 AC.FT.).

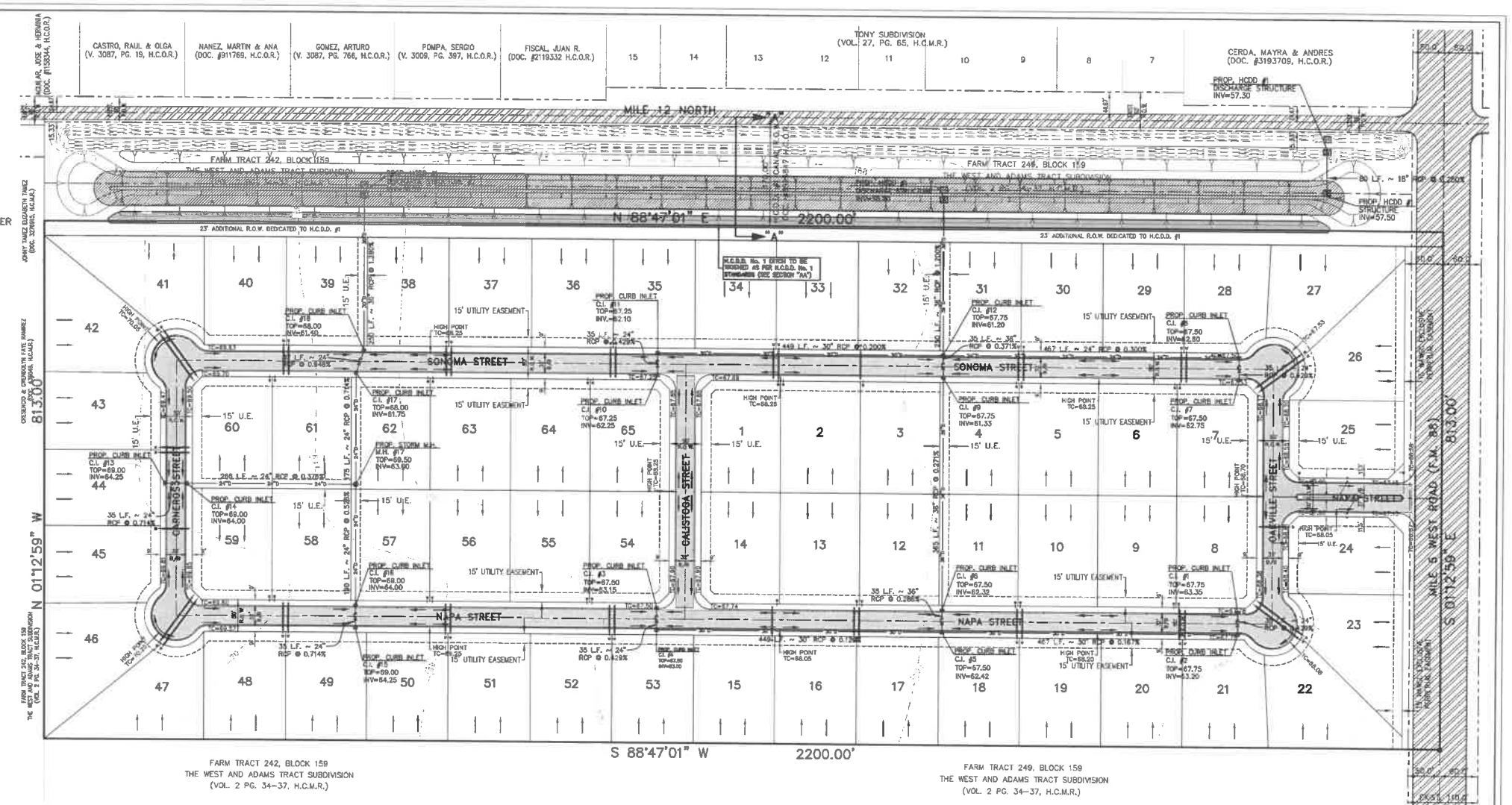
H.C.D.D.#1 HAS PURCHASED THE NECESSARY PROPERTY FROM THE DEVELOPER FOR AN IMPROVED DRAINAGE DITCH AS PART OF THE 2018 BOND ISSUE. IN ADDITION, THE DEVELOPER SHALL DEDICATE AN ADDITIONAL 23 FEET TO THE DRAINAGE DISTRICT FOR THE FURTHER EXPANSION OF THE DITCH. IT IS UNCLEAR AT THIS TIME WHEN THE DRAINAGE DITCH WILL BE FULLY EXCAVATED. IN THE INTERIM, THE DEVELOPER WILL EXCAVATE A TEMPORARY DITCH WITH A 5 FOOT BOTTOM WHILE MATCHING THE PROPOSED SOUTH EDGE OF THE FUTURE DITCH ACROSS THE WIDTH OF ALTAMURA SUBDIVISION. IN DOING SO, THE DEVELOPER WILL EXCAVATE 579,478 CUBIC FEET (13.303 AC.FT.) OF TEMPORARY DITCH THAT SHALL ALSO SERVE AS TEMPORARY DETENTION FOR ALTAMURA SUBDIVISION. THE TEMPORARY DITCH SHALL DISCHARGE INTO THE EXISTING H.C.D.D. #1 DITCH ADJACENT TO THE SOUTH SIDE OF MILE 12 WITH AN 18" PIPE. ONCE THE H.C.D.D.#1 DRAINAGE DITCH IS FULLY WIDENED, THE DITCH SHALL BE OVER-EXCAVATED BY ELEVEN FEET ABOVE THE BENCHED MAINTENANCE ROAD AS ORIGINALLY PLANNED TO FULFILL THE DETENTION REQUIREMENTS OF ALTAMURA SUBDIVISION. THIS OVER-EXCAVATION WILL NET AN INCREASE IN CAPACITY OF 175,797 CUBIC FEET (4.04 AC.FT.) THUS MEETING THE NECESSARY DETENTION REQUIREMENTS. H.C.D.D.#1 DISCHARGE STRUCTURES SHALL BE INSTALLED AS REQUIRED BY THE DRAINAGE DISTRICTS PERMITS. CHOKES ON THE DISCHARGE PIPE WILL NOT BE REQUIRED BECAUSE THE DETENTION AREA IS PART OF THE DRAINAGE DITCH.

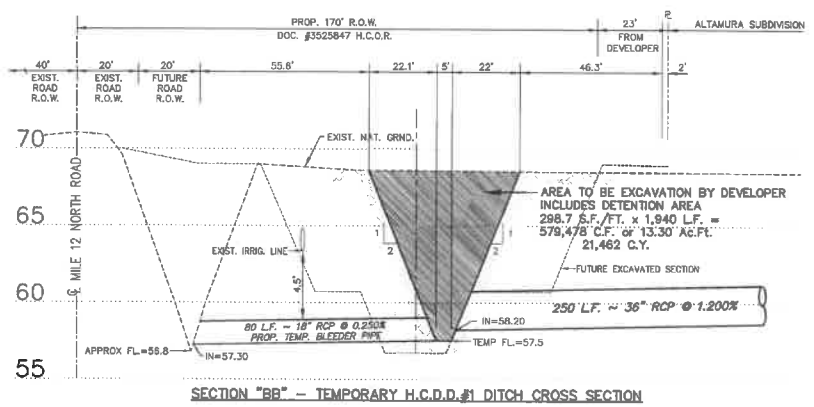
**CERTIFICATION:**

BY MY SIGNATURE BELOW, I CERTIFY THAT THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0450 C, REVISED MAY 30, 2000 TO REFLECT L.O.M.R.

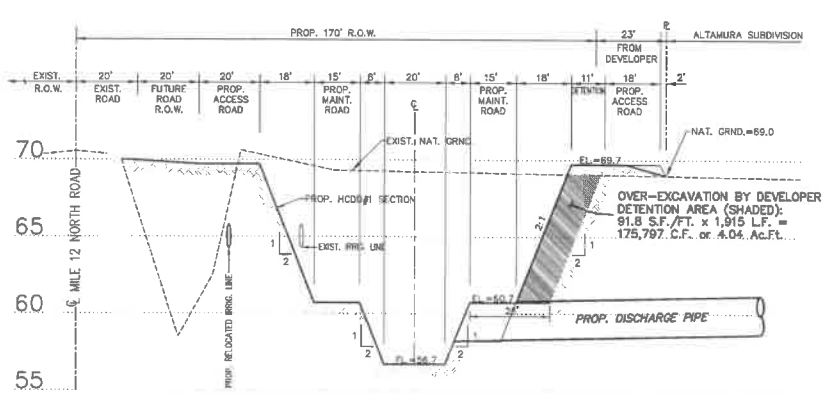
JAVIER HINOJOSA, P.E. #74808 DATE

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



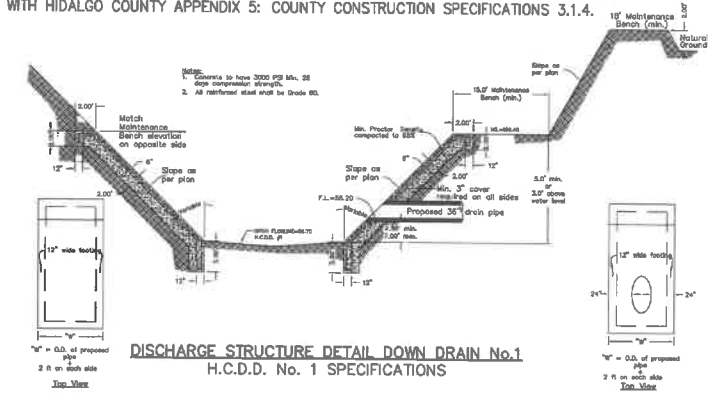




SECTION "BB" – TEMPORARY H.C.D.D.#1 DITCH CROSS SECTION

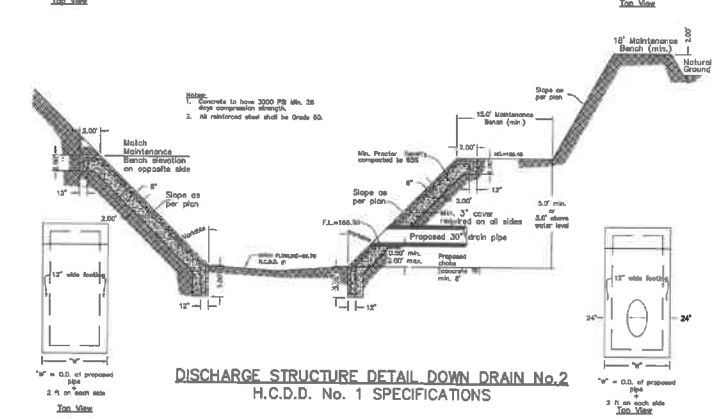



SECTION "AA" – PROPOSED H.C.D.D.#1 DITCH CROSS SECTION

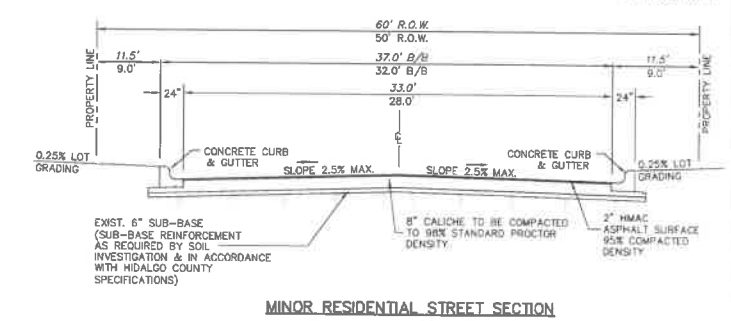
**NOTE:**
ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.




DISCHARGE STRUCTURE DETAIL DOWN DRAIN No.1
H.C.D.D. No. 1 SPECIFICATIONS




DISCHARGE STRUCTURE DETAIL DOWN DRAIN No.2
H.C.D.D. No. 1 SPECIFICATIONS




MINOR RESIDENTIAL STREET SECTION

# ALTAMURA SUBDIVISION
## MAP OF TOPOGRAPHY AND DRAINAGE
## MAPA DE TOPOGRAPHIA Y DESAGUE

FILE 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

SHEET NO. 4 OF 4


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


REVISIONS

220406

## METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 41.06 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 41.06 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING ON THE NORTHEAST CORNER OF SAID FARM TRACT 249, WITHIN THE INTERSECTION OF MILE 5 WEST ROAD (F.M. 88) AND MILE 12 NORTH ROAD, THENCE S 01°12'59" E along THE EAST LINE OF SAID FARM TRACT 249 AND WITHIN THE RIGHT OF WAY OF MILE 5 WEST ROAD (F.M. 88), A DISTANCE OF 170.00 FEET A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 01° 12' 59" E, CONTINUING ALONG THE EAST LINE OF SAID FARM TRACT 249, WITHIN SAID MILE 5 WEST ROAD (F.M. 88) A DISTANCE OF 813.00 FEET, FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S 88° 47' 01" W, AT DISTANCE OF 50.00 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE WEST RIGHT–OF–WAY LINE OF SAID MILE 5 WEST ROAD (F.M. 88) AS RECORDED IN VOLUME 817, PAGE 294, H.C.D.R. AND THE EAST LINE OF A 15.0 FOOT EASEMENT TO NORTH ALAMO WATER SUPPLY CORP. (NAWSC), RECORDED IN VOLUME 2399, PAGE 551, H.C.D.R., AT DISTANCE OF 65.00 FEET PASS THE WEST LINE OF SAID NAWSC EASEMENT, AT A DISTANCE OF 1,320.00 FEET PASS THE COMMON LINE OF SAID FARM TRACTS 249 AND 242, AND CONTINUING A TOTAL DISTANCE OF 2,200.00 FEET A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE N 01° 12' 59" W, AT A DISTANCE OF 461.00 FEET PASS A 1/2" IRON ROD FOUND ON THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO CRESENCIO RAMIREZ AND GWENDOLYN FAT RAMIREZ, RECORDED IN DOCUMENT NO. 425048, H.C.D.R. AND CONTINUING ALONG THE EAST LINE OF SAID MARTINEZ TRACT A DISTANCE OF 683.00 FEET PASS A 1/2" IRON ROD FOUND ON THE EASTERN MOST NORTHEAST CORNER OF SAID MARTINEZ TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO JOHNNY TAMEZ AND ELIZABETH TAMEZ, RECORDED IN DOCUMENT NUMBER 3276915, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID TAMEZ TRACT AT A DISTANCE OF 813.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" SET ON THE SOUTH RIGHT–OF–WAY LINE OF A 170 FOOT HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RIGHT–OF–WAY FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 88° 47' 01" E, ALONG THE SOUTH RIGHT–OF–WAY LINE OF SAID HIDALGO COUNTY DRAINAGE DISTRICT No.1 RIGHT–OF–WAY, AT DISTANCE OF 880.00 FEET PASS THE COMMON NORTH CORNER OF SAID FARM TRACTS 242 AND 249 AND CONTINUING ALONG THE SOUTH LINE OF SAID DRAINAGE DISTRICT RIGHT–OF–WAY, AT 2,150.00 FEET THE WEST RIGHT–OF–WAY LINE OF SAID MILE 5 WEST (F.M. 88), IN ALL A TOTAL DISTANCE OF 2,200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 41.06 ACRES OF LAND, MORE OR LESS.

## NORTH ALAMO WATER SUPPLY CORPORATION RIGHT OF WAY EASEMENT

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

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

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

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

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS EASEMENT THE _____ DAY OF_____, 20_____.

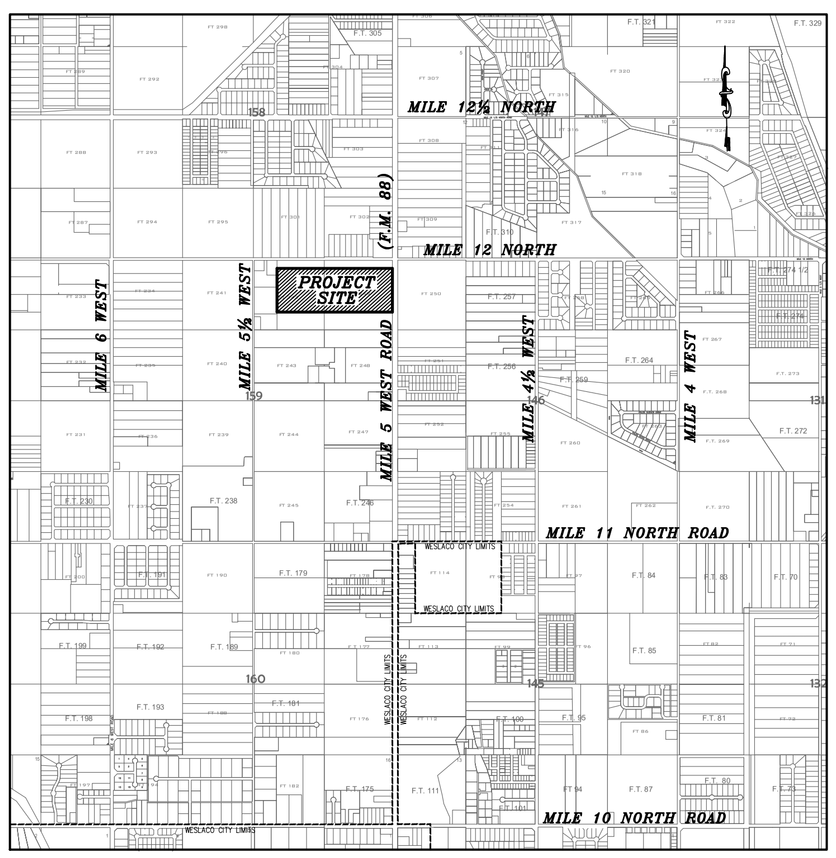
_____
PRINTED NAME: JASON E. GARZA, DEVELOPER

### STATE OF TEXAS
### COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF_____, 20_____.

_____
NOTARY PUBLIC STATE OF TEXAS
MY COMMISSION EXPIRES




LOCATION MAP
SCALE: 1" = 2000'

DATE OF PREPARATION: AUGUST 28, 2024 DRAWN BY: G. TEEGARDIN


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


## GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0450 C, REVISED MAY 30, 2002. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500–YEAR FLOOD PLAIN. THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100–YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100–YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2. SETBACKS:
   FRONT: 25.00 FEET
   REAR: 20% OF LOT DEPTH, NOT TO EXCEED 25 FEET OR GREATER FOR EASEMENT.
   SIDE: 6.00 FEET OR EASEMENT, WHICHEVER IS GREATER.
   SIDE CORNER: 10.00 FEET, CORNER GARAGE SIDE: 18.00 FEET
   CORNER GARAGE FRONT: 18.00 FEET
   CORNER SIDE WHERE R.O.W. IS GREATER THAN 50 FEET: 20.00 FEET.

3. NO MORE THAN ONE–SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. (NO OTHER LAND USE WILL BE PERMITTED). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. NO COMMERCIAL USE SHALL BE ALLOWED WITHIN THIS SUBDIVISION.

5. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND OR ELEVATION 69.00, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOT WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

6. THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: TOP OF STORM MANHOLE LOCATED APPROXIMATELY 48 FEET NORTH AND 45 FEET EAST OF THE INTERSECTION OF MILE 12 NORTH &F.M. 88.
   ELEVATION=67.159

7. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 160,290 CUBIC FEET (3.680 AC.FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: (SEE SHEET No. 4 FOR STORM SEWER IMPROVEMENTS).

8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

11. ON–SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON–SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
    A. OSSF SYSTEM IS BEING DESIGNED OR DISPOSAL OF DOMESTIC SEWERAGE ONLY.
    B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
    C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
    D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
    E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

12. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

13. JASON E. GARZA, THE OWNER AND SUBDIVIDER OF ALTAMURA SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 3 OF THIS PLAT.

14. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM MILE 5 WEST (F.M. 88) ON TO LOTS 22 THROUGH 27. NO INDIVIDUAL LOT DRIVEWAY ACCESS WILL BE ALLOWED FROM NAPA STREET FOR LOTS 24 AND 25.

15. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED AREAS AS DESIGNED BY PROJECT PLAT ENGINEER AT DEVELOPMENT APPLICATION PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY THE COUNTY.

16. THE HOMEOWNERS ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO AND COUNTY OF HIDALGO, HARMLESS AND INDEMNIFY CITY AND COUNTY FROM ANY AND LIABILITY AND ALLEGED CLAIMS RELATING TO THE CONDITION OR ACCESSIBILITY OF THE PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS, AND PRIVATE STREET LIGHTING. ANY REQUEST FOR DEDICATION OF THE PRIVATE ROADS TO PUBLIC USE IF APPROVED SHALL CAUSE CONSTRUCTION SPECIFICATIONS TO MEET COUNTY REQUIREMENTS.

17. SET ½" IRON ROD ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.

18. STREET LIGHTS AND STREET SIGNS SHALL BE INSTALLED IN ACCORDANCE TO THE CITY OF WESLACO ORDINANCE BY THE DEVELOPER PRIOR TO ISSUANCE OF A BUILDING PERMIT.

19. STREET LIGHTS MUST BE LOCATED AT 300–FOOT MAXIMUM SPACING.

20. CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FORM INTERSECTION AND IN COMPLIANCE WITH THE CITY OF WESLACO ACCESS MANAGEMENT ORDINANCE.

## INDEX TO SHEETS FOR ALTAMURA SUBDIVISION


**SHEET 1**
DATE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, METES AND BOUNDS, GENERAL NOTES, OWNER CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, COUNTY CERTIFICATE, CITY OF WESLACO CERTIFICATE, COUNTY HEALTH DEPARTMENT CERTIFICATE, ENGINEERS CERTIFICATE, SURVEYORS CERTIFICATE, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATE, HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 CERTIFICATE, AND COUNTY CLERK'S RECORDING CERTIFICATE.

**SHEET 2**
DATE, NORTH ARROW, MAIN SCALE, LEGEND OF ABBREVIATIONS, HEADING, LEGAL DESCRIPTION, LOCATION MAP, PLAT WITH LOTS, STREETS AND EASEMENTS, LOT LINE CURVE DATE AND LOT LINE TABLE.

**SHEET 3**
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, THE ENGINEER'S CERTIFICATION AND THE SUBDIVIDERS CERTIFICATE AND STATEMENT. (ENGLISH AND SPANISH VERSIONS).

**SHEET 4**
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION AND CONSTRUCTION DETAILS.


FILE 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

## GENERAL PLAT NOTES & RESTRICTIONS (cont.):

21. LANDSCAPING IS REQUIRED BY CITY OF WESLACO ORDINANCE.

22. A FOUR FOOT SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.

23. A FIVE FOOT SIDEWALK IS REQUIRED ALONG THE WEST SIDE OF F.M. 88 UPON THE ISSUANCE OF A NOTICE TO PROCEED.

24. A SIX FOOT TALL CEDAR FENCE SHALL BE REQUIRED ALONG THE NORTH LOT LINES OF LOT 27 THROUGH 41 INCLUSIVE, AT THE TIME OF LOT'S OCCUPANCY.

25. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT OF WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.

26. CONCRETE MONUMENTS TO BE SET AT SUBDIVISION CORNERS.

27. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATIONS DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.

28. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.

29. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

30. A SIX FOOT BUFFER SHALL BE REQUIRED WHEN ADJOINING ANY COMMERCIAL LOT WHETHER EXISTING OR WHEN SUCH COMMERCIAL LOT IS EVIDENT THE LOT OWNER.

31. ALL PRIVATE STREETS, INCLUSIVE OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY, AND REPAIR.

32. AFTER RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTS (CCRs) TO THUS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.

33. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.

34. THE DEVELOPER SHALL SIGN AND RECORD A PRIVATE STREET AGREEMENT ON A FORM ESTABLISHED BY THE CITY OF WESLACO AFTER CONSULTATION WITH THE CITY ATTORNEY.

### HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

### HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

DATED THIS ____ DAY OF_____ 20_____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT–OF–WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. HCCID#9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

_____
GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

# SUBDIVISION PLAT OF
# ALTAMURA SUBDIVISION
## (A PRIVATE SUBDIVISION)

**A TRACT OF LAND CONTAINING 41.06 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

### OWNER'S CERTIFICATION, AND ATTESTATION

I, JASON E. GARZA, OF THE 41.06 ACRES OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS ALTAMURA SUBDIVISION, MAY NOW OR HEREAFTER HOLD RIGHTS ESTABLISHED BY THE CITY OF WESLACO, THE COUNTY OF HIDALGO AND THE STATE OF TEXAS. THE STREETS HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE COUNTY OR THE CITY OF WESLACO AS PUBLIC IMPROVEMENTS, AND THE STREETS SHALL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION WITHIN THE SUBDIVISION. THE STREET SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE PERSONNEL, THE U.S. SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR DUTIES. THE USE OF THE STREETS, AND EASEMENTS HEREON SHOWN, IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, NORTH ALAMO WATER SUPPLY CORPORATION AND THE COUNTY OF HIDALGO, AND OR THE STATE OF TEXAS AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODES 232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND

(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
BY: JASON E. GARZA, DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78502

### STATE OF TEXAS
### COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD JASON E. GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20_____ A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.

ON THIS THE _____ DAY _____ , 20_____ A.D.

_____
HIDALGO COUNTY JUDGE DATE

ATTEST: _____
HIDALGO COUNTY CLERK DATE

### CITY OF WESLACO
### CERTIFICATE OF PLAT APPROVAL
### UNDER LOCAL GOVERNMENT CODE §232.028(a)

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF WESLACO ATTEST: CITY SECRETARY

DATE:_____ DATE:_____

THIS SUBDIVISION PLAT OF ALTAMURA SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE HIDALGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____ , 20____ A.D.

_____
CHAIRMAN , PLANNING & ZONING COMMISSION

### COUNTY OF HIDALGO
### CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH.

DEPARTMENT ON_____ 20_____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

### STATE OF TEXAS
### COUNTY OF HIDALGO

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

_____
JAVIER HINOJOSA, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 74808

### STATE OF TEXAS
### COUNTY OF HIDALGO

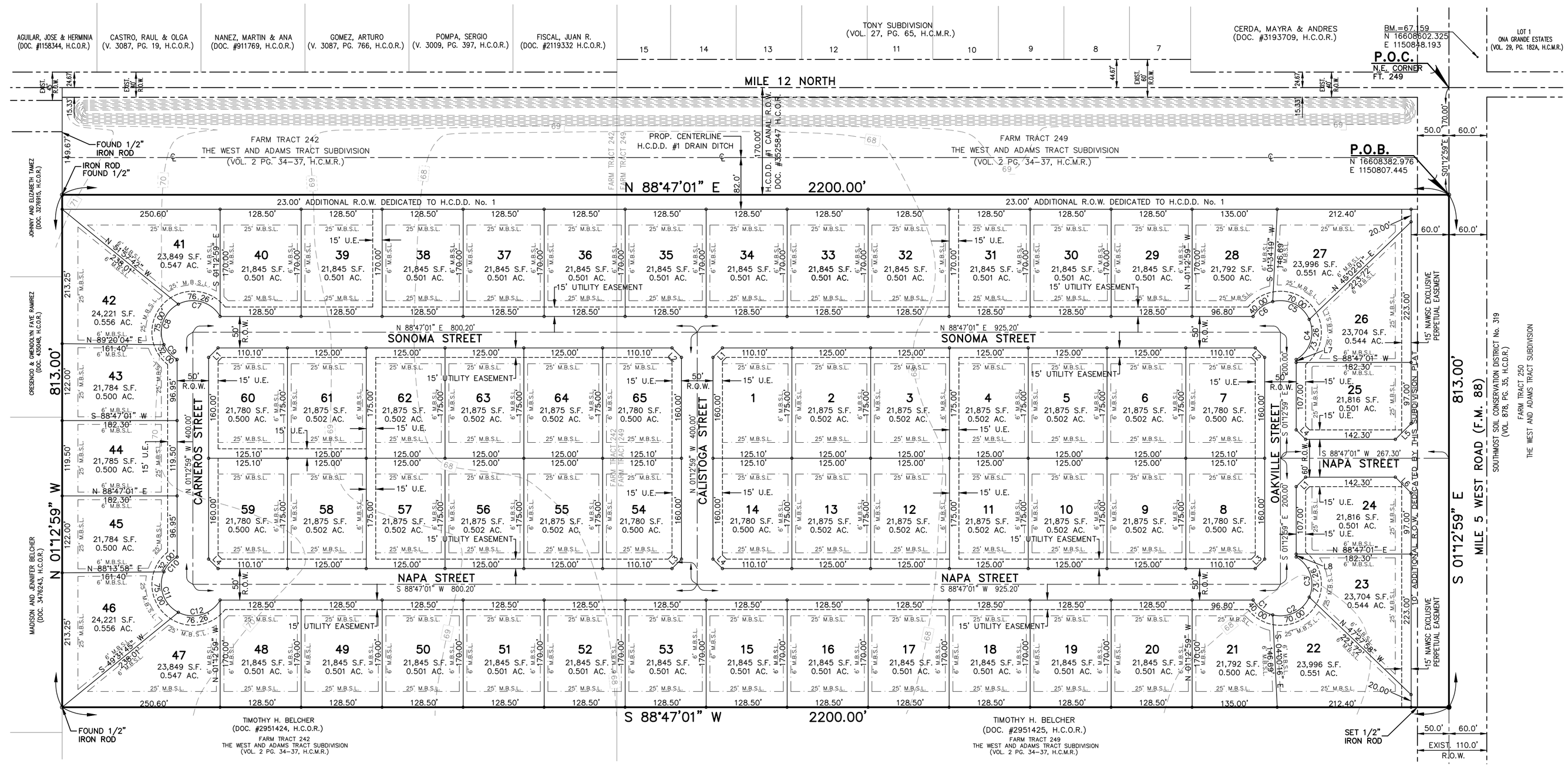
I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF ALTAMURA SUBDIVISION AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON JUNE 22, 2022.

_____
CARLOS VASQUEZ, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS, LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
TEL. (956) 618–1551
TBPELS F

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

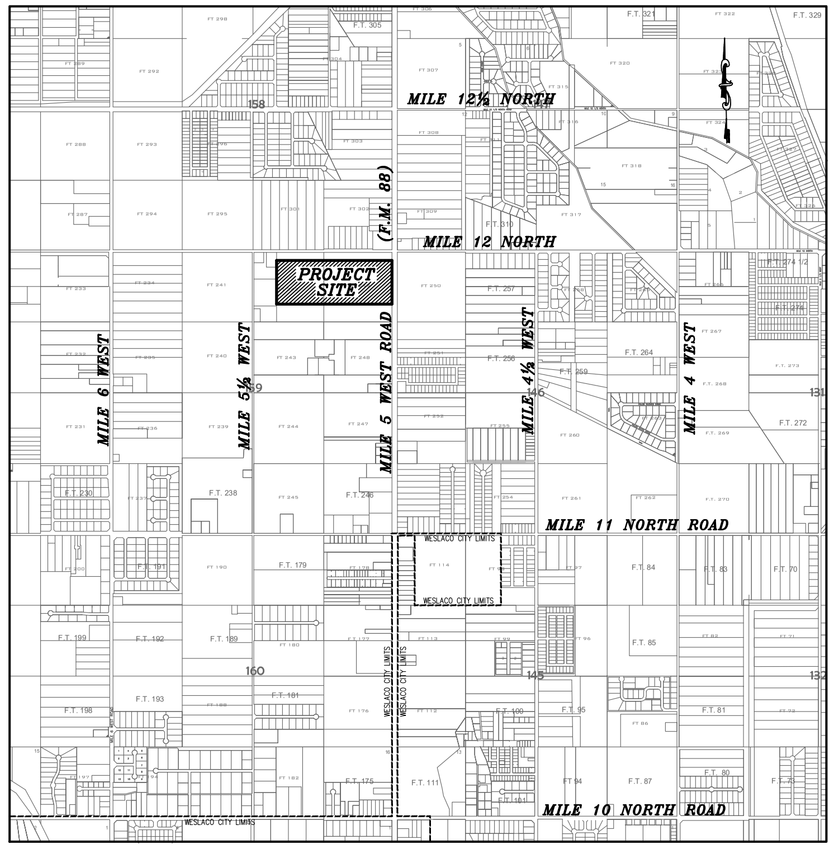
**LEGEND OF ABBREVIATIONS:**

℄ CENTERLINE
● IRON ROD FOUND
○ IRON ROD SET
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT OF WAY
H.C.M.R. = HIDALGO COUNTY MAP RECORDS
H.C.D.R. = HIDALGO COUNTY DEED RECORDS
H.C.D.D.#1 = HIDALGO COUNTY DRAINAGE DISTRICT No. 1
H.C.C.I.D.#9 = HIDALGO AND CAMERON COUNTIES DRAINAGE DISTRICT No. 9
U.E. = UTILITY EASEMENT
M.B.S.L. = MINIMUM BUILDING SETBACK LINE




| LOT LINE – CURVE DATA | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | TANGENT | ARC LENGTH | CHORD BEARING | CHORD |
| "C1" | 45°50'12" | 50.00' | 21.14' | 40.00' | S54°08'05"E | 38.94' |
| "C2" | 80°12'51" | 50.00' | 42.11' | 70.00' | N62°50'24"E | 64.42' |
| "C3" | 83°56'57" | 50.00' | 44.98' | 73.26' | N19°14'30"W | 66.88' |
| "C4" | 83°56'57" | 50.00' | 44.98' | 73.26' | N16°48'33"E | 66.88' |
| "C5" | 80°12'51" | 50.00' | 42.11' | 70.00' | N65°16'21"W | 64.42' |
| "C6" | 45°50'12" | 50.00' | 21.14' | 40.00' | S51°42'07"W | 38.94' |
| "C7" | 87°23'13" | 50.00' | 47.77' | 76.26' | N74°54'35"W | 69.08' |
| "C8" | 85°56'37" | 50.00' | 46.58' | 75.00' | S18°25'30"W | 68.16' |
| "C9" | 36°40'10" | 50.00' | 16.57' | 32.00' | S42°52'54"E | 31.46' |
| "C10" | 36°40'10" | 50.00' | 16.57' | 32.00' | S40°26'56"W | 31.46' |
| "C11" | 85°56'37" | 50.00' | 46.58' | 75.00' | S20°51'28"E | 68.16' |
| "C12" | 87°23'13" | 50.00' | 47.77' | 76.26' | N72°28'37"E | 69.08' |

| LOT LINE – LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| "L1" | N 43°47'01" E | 21.21' |
| "L2" | S 46°12'59" E | 21.21' |
| "L3" | S 43°47'01" W | 21.21' |
| "L4" | N 46°12'59" W | 21.21' |
| "L5" | S 43°47'01" W | 35.36' |
| "L6" | S 46°12'59" E | 35.36' |
| "L7" | S 08°01'12" E | 4.70' |
| "L8" | N 08°01'12" W | 4.70' |




LOCATION MAP
SCALE: 1" = 2000'

DATE OF PREPARATION: AUGUST 28, 2024 DRAWN BY: G. TEEGARDIN


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


THE COUNTY OF HIDALGO TEXAS

FILE 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

SUBDIVISION PLAT OF

# ALTAMURA SUBDIVISION

(A PRIVATE SUBDIVISION)

SHEET NO. 2 OF 4

| REVISIONS |
|---|
| |
| |
| |
| |

220406

**COST ESTIMATE:**

| | |
|---|---|
| STREET PAVING | $ 1,023,682.50 |
| WATER SUPPLY SYSTEM: | $ 547,204.00 |
| SEPTIC TANK SYSTEM: | $ 97,500.00 |
| DRAINAGE: | $ 432,902.50 |

**SUBDIVIDER CERTIFICATION:**

BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (A) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE CONSTRUCTED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

I, JASON E. GARZA, SUBDIVIDER OF ALTAMURA SUBDIVISION, HEREBY CERTIFY THAT SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT PRIOR TO BUILDING ON ANY LOT AND THAT AN ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY AND QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT TO HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

BY: JASON E. GARZA, DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78596

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JASON E. GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20_____A.D.

NOTARY PUBLIC
MY COMMISSION EXPIRES_____

## FINAL ENGINEERING REPORT FOR ALTAMURA SUBDIVISION

BY JAVIER HINOJOSA, P.E.

### WATER SUPPLY: DESCRIPTION, COSTS, AND OPERABILITY DATE

ALTAMURA SUBDIVISION IS PROVIDED WITH POTABLE WATER BY NORTH ALAMO WATER SUPPLY CORPORATION. THE SUBDIVIDER AND NORTH ALAMO WATER SUPPLY CORPORATION HAVE ENTERED INTO A CONTRACT IN WHICH NORTH ALAMO WATER SUPPLY CORPORATION HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST THIRTY YEARS AND NORTH ALAMO WATER SUPPLY CORPORATION HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG-TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION. NORTH ALAMO WATER SUPPLY CORPORATION HAS AN EXISTING 8" DIAMETER WATER LINE LOCATED ALONG THE WEST SIDE OF F.M. 88. 791 FEET OF EXISTING 8" WATER LINE WILL BE RELOCATED INTO A 15' NAWSC EXCLUSIVE PERPETUAL EASEMENT WITHIN THE SUBDIVISION ALONG F.M. 88. 8" NAWSC WATER LINES WILL BE EXTENDED INTO THE SUBDIVISION WITHIN THE NORTH RIGHT OF WAY OF NAPA STREET, WITHIN THE WEST RIGHT OF WAY LINE OAKVILLE STREET, WITHIN THE EAST RIGHT OF WAY LINE OF CALISTOGA STREET AND CARNEROS STREET AND THE WITHIN THE SOUTH RIGHT OF WAY LINE OF SONOMA STREET FOR A TOTAL OF 4,624 FEET OF 8" WATER LINE. EACH LOT IS PROVIDED WITH A 3/4" INCH WATER SERVICE CONNECTING TO THE EXISTING 8" WATER LINE. A TOTAL OF 65 3/4" SINGLE SERVICE LINES CONNECTIONS HAVE BEEN INSTALLED. IN ADDITION, THE SUBDIVIDER HAS INSTALLED TWELVE FIRE HYDRANTS WITHIN THE SUBDIVISION. THE COST FOR INSTALLATION OF THE WATER IMPROVEMENTS IS A TOTAL OF $547,204.00. THE SUBDIVIDER HAS IN ADDITION PAID TO THE NORTH ALAMO WATER SUPPLY CORPORATION THE SUM OF $67,650.00 WHICH COVERS THE COST PER LOT FOR THE WATER METER (INCLUDING INSTALLATION COSTS, ALL TAP FEES, WATER RIGHTS AND MEMBERSHIP FEES). UPON REQUEST BY THE OWNER OF A LOT, NORTH ALAMO WATER SUPPLY CORPORATION WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR THAT LOT. THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY NORTH ALAMO WATER SUPPLY CORPORATION AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

## REPORTE DE INGENIERIA DE ALTAMURA SUBDIVISON

BY: JAVIER HINOJOSA P.E.

### ABASTECIMIENTO DE AGUA: DESCRIPCION, COSTOS Y FECHA DE OPERABILIDAD

LA SUBDIVISIÓN DE ALTAMURA FASE I SERA ABASTECIDA CON AGUA POTABLE POR LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION. EL DUEÑO DE LA SUBDIVISION Y LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION HAN FIRMADO UN CONTRATO EN EL CUAL LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION SE HA COMPROMETIDO A PROPORCIONAR AGUA SUFICIENTE A ESTA SUBDIVISIÓN POR LO MENOS HASTA TREINTA AÑOS Y TAMBIEN LA COMPAÑÍA DE ALAMO WATER SUPPLY CORPORATION TENDRA QUE PROPORCIONAR LA DOCUMENTACIÓN PARA ABASTECER SUFICIENTEMENTE LA CANTIDAD Y LA CALIDAD DE AGUA A LARGO PLAZO DE LOS SUMINISTROS DE AGUA DISPONIBLES PARA SERVIR AL PLENO DESARROLLO DE ESTA SUBDIVISIÓN. DENTRO DE LA SUBDIVISION POR EL CAMINO F.M. 88 EXTENDERAN UNA LINEA DE 8" DENTRO DEL R.O.W. DE LA CALLE NAPA Y TAMBIEN AL OESTE DEL R.O.W. DE LA CALLE OAKVILLE, DENTRO DEL OESTE R.O.W. DE LA CALLE CALISTOGA Y DE LA CALLE CARNEROSY DENTRO DEL SUR DEL R.O.W.DE LA CALLE SONOMA, SERA UN TOTAL DE 4,624 PIES LINEALES DE AGUA POTABLE DE 8" DE DIAMETRO ESTA SUBDIVISIÓN SE CONECTARA A LA LINEA DE AGUA EXISTENTE DE 8" CADA LOTE TENDRA UN SERVICIO DE AGUA DE 3/4" DE PARA CONECTARSE A LA LINEA DE AGUA EXISTENTE DE 8". SERAN INSTALADAS UN TOTAL DE 65 SERVICIO DE 3/4" SENCILLOS Y EL DUEÑO TENDRA QUE INSTALAR 12 HIDRANTES EN ESTA SUBDIVISION. EL COSTO PARA LA INSTALACIÓN DE LAS MEJORAS DEL AGUA ES UN TOTAL DE $547,204.00. EL DUEÑO TENDRA QUE PAGAR A LA COMPAÑÍA DE AGUA, EL ABASTECIMIENTO. LA SUMA DE $67,650.00 QUE CUBRE EL COSTO POR CADA LOTE PARA EL MEDIDOR DE AGUA (INCLUYENDO COSTOS DE INSTALACIÓN, TODOS LOS HONORARIOS DE TAP, DERECHOS DE AGUA Y CUOTAS DE MEMBRESÍA). A PETICIÓN DEL PROPIETARIO, NORTH ALAMO WATER SUPPLY CORPORATION. INMEDIATAMENTE INSTALARÁ SIN CARGO EL MEDIDOR DE AGUA PARA ESE LOTE. LAS INSTALACIONES DEL AGUA HAN SIDO APROBADAS Y ACEPTADAS POR NORTH ALAMO WATER SUPPLY. Y DICHO SISTEMA DE DISTRIBUCIÓN INICIARA A PARTIR DE LA FECHA QUE SEA REGISTRADO EL PLAT.

### SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATE

SEWAGE FROM ALTAMURA SUBDIVISION IS TREATED BY INDIVIDUAL ONSITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ENVIRONMENTAL HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR REPLACEMENT DRAIN FIELD.

EACH LOT IN THE SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A SANDY LOAM SOIL FOR THE AREA. A TOTAL OF 2 SOIL BORING WERE PEFORMED FOR THIS SUBDIVISION. THE SOIL IS UNIFORM SANDY LOAM EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $1,500.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR THE FINAL PLAT APPROVAL. WITH THE FILING OF THIS FINAL PLAT, THE SUBDIVIDER IS PROVIDING ADEQUATE FINANCIAL GUARANTEES OF PERFORMANCE IN THE FORM OF A (CASHIERS CHECK OR PERSONAL CHECK) REPRESENTING A "CASH DEPOSIT" TO BE HELD BY THE COUNTY OF HIDALGO IN ESCROW IN THE AMOUNT OF $97,500.00. WHICH IS THE ESTIMATED TOTAL COST TO INSTALL A SEPTIC TANK SYSTEM ON EACH LOT. THE SUBDIVIDOR WILL INCLUDE THE COST OF A SEPTIC SYSTEM IN THE SALES PRICE OF EACH LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF AN OSSF SYSTEM BY WRITING OR CALLING THE SUBDIVIDER. SUBDIVIDER SHALL BE RESPONSIBLE TO FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO INSTALL AN OSSF. THE OSSF SYSTEM SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

### DRENAJE SANITARIO: DESCRIPCION, COSTOS Y FECHA FECHA DE OPERABILIDAD

EL DRENAJE DE ALTAMURA SUBDIVISION CONSISTE DE UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. EL INGENIERO RESPONSABLE DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESTAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE.

CADA LOTE EN LA SUBDIVISION PROPUESTA MIDE POR LO MENOS ½ ACRE SE HICIERON 2 EXCAVACIONES DE EVALUACION EN LUGARES OPUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME). EL TERRENO ES UNIFORME (TIPO FINO-ARCILLOSO ARENOSO) Y SE EXTIENDE 36 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS ABAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE EN PERFECTAS CONDICIONES.

EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR ES $ 1,500.00, INCLUYENDO EL COSTO DEL PERMISO Y LICENCIA. EN EL MOMENTO DE LA APLICACION PARA FINALIZAR EL PLAT, NO SE HA INSTALADO NINGUNA FOSA SEPTICA. CON DICHA APLICACION, EL SUBDIVIDOR PROVEERA BUENAS GARANTIAS ECONOMICAS SUFICIENTES EN FORMA DE (CHEQUE DE CAJERO O CHEQUE PERSONAL) REPRESENTANDO UN DEPOSITO EN EFECTIVO QUE ESTARA EN POSECION DEL CONDADO DE HIDALGO POR LA CANTIDAD DE $97,500.00. QUE ES EL COSTO TOTAL ESTIMADO PARA INSTALAR UN SISTEMA SEPTICO EN CADA LOTE. EL SUBDIVIDOR INCLUIRA EL COSTO DEL SISTEMA SEPTICO EN LA VENTA DE CADA LOTE.

EN CUALQUIER MOMENTO DESPUES DE LA VENTA DEL TERRENO, EL COMPRADOR PUEDE INICIAR LA INSTALACION DEL SISTEMA SEPTICO ESCRIBIENDO O LLAMANDO AL DUEÑO. EL PROPIETARIO ES EL RESPONSABLE DE METER LA APLICACION PARA EL PERMISO DE INSTALACION DEL SISTEMA SEPTICO CON EL DEPARTAMENTO DE SANIDAD DEL CONDADO DE HIDALGO. EL SISTEMA SEPTICO DEVERA SER INSTALADO ANTES DE QUE EL CONDADO OTORGUE EL PERMISO FINAL PARA LA LUZ Y AGUA.

### CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.

I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL THE WATER AND SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES – THESE FACILITIES ARE FULLY CONSTRUCTED UPON FINAL PLAT APPROVAL, EXCEPT FOR INSTALLATION OF WATER METERS, AT A COST OF $ 547,204.00. THE SUBDIVIDER HAS ALSO PAID A TOTAL OF $ 67,650.00 NORTH ALAMO WATER SUPPLY CORP. TO COVER THE COSTS OF INSTALLATION OF METERS, WATER RIGHTS, MEMBERSHIPS AND ALL TAP FEES.

SEWAGE FACILITIES – SEPTIC SYSTEMS HAVE BEEN CONSTRUCTED UPON FINAL PLAT APPROVAL BY MEANS OF SEPTIC TANKS AND DRAIN FIELDS AT A COST OF $1,500.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL COST OF $97,500.00 FOR THE SUBDIVISION.

JAVIER HINOJOSA, P.E., #74808 DATE

### CERTIFICACION:

CON MI FIRMA CERTIFICO QUE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO DESCRITOS ANTERIORMENTE, CUMPLAN CON LAS REGLAS MODELO ADOPTADAS BAJO LA SECCION 16.343 DEL CODIGO DE AGUA.

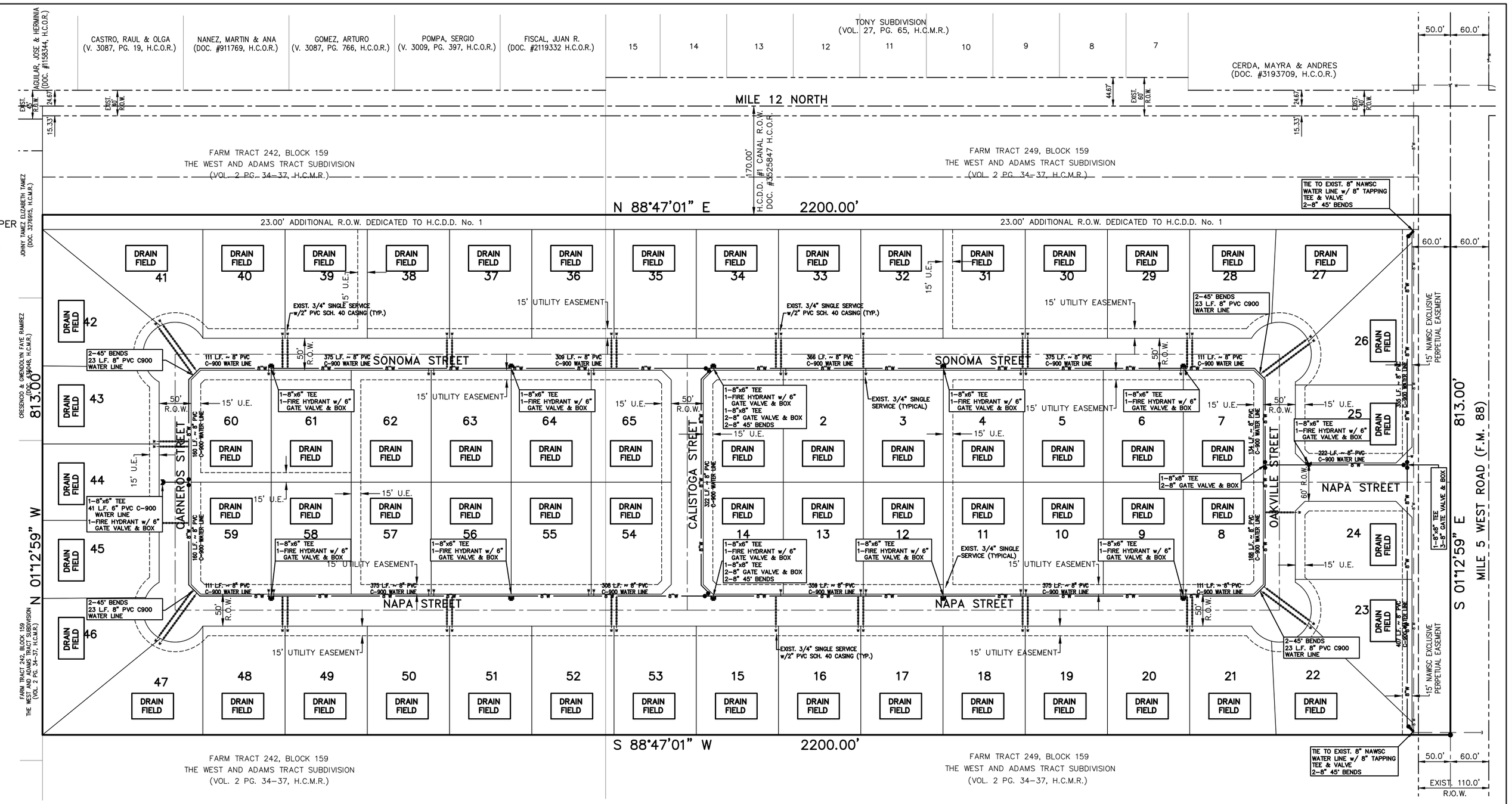
CERTIFICO QUE LOS COSTOS ESTIMADOS DE INSTALACION DE LOS SERVICIOS DE AGUA Y DRENAJE SANITARIO (OSSF). DISCUTIDOS ANTERIORMENTE SON DE LA SIGUIENTE MANERA:

AGUA – EL SISTEMA ESTARA TOTALMENTE CONSTRUIDO DESPUES DE LA APROBACIÓN DEL PLANO FINAL, EXCEPTO LA INSTALACION DE MEDIDORES DE AGUA CON UN COSTO DE $ 547,204.00. LA PERSONA ENCARGADA O DUEÑO DE LA SUBDIVISION DEBERA PAGAR UN TOTAL DE $ 67,650.00 A NORTH ALAMO WATER SUPPLY CORP. PARA CUBRIR LOS GASTOS, DE INSTALACION DE MEDIDORES DE AGUA, POR LOS DERECHOS DE AGUA, Y COSTOS DE INSTALACION.

DRENAJE SANITARIO – EL SISTEMA SEPTICO HA SIDO CONSTRUIDO AL TIEMPO DE LA APROBACION FINAL CONSISTIENDO EN TANQUES SEPTICOS Y DESAGUES A UN COSTO DE $ 1,500.00 POR LOTE (TODO INCLUIDO), CON UN TOTAL DE $ 97,500.00 POR LA SUBDIVISION.

JAVIER HINOJOSA, P.E., #74808 DATE

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




TYPICAL LOT DETAIL

DETALLE TIPICO DE LOTE

TYPICAL DETAIL OF SERVICE LINES AND WATER METER BOXES

DETALLE TIPICO DE LINEAS DE SERVICIO Y MEDIDOR DE AGUA

| REVISIONS | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

FILE 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

SHEET NO. 3 OF 4

# ALTAMURA SUBDIVISION

## WATER DISTRUBUTION MAP AND SEWER LAYOUT
## MAPA DE DISTRIBUICION DE AGUA Y DRENAJE


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


220406

**COST ESTIMATE:**

| | |
|---|---|
| STREET PAVING | $ 1,023,682.50 |
| WATER SUPPLY SYSTEM: | $ 547,204.00 |
| SEPTIC TANK SYSTEM: | $ 97,500.00 |
| DRAINAGE: | $ 432,902.50 |

## DRAINAGE REPORT
## ALTAMURA SUBDIVISION

### INTRODUCTION
ALTAMURA SUBDIVISION IS A 41.06-ACRE TRACT OF LAND OUT OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACT SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 34-37, HIDALGO COUNTY MAP RECORDS. THIS SUBDIVISION IS LOCATED 170 FEET SOUTH OF THE NORTHEAST CORNER OF MILE 12 NORTH AND MILE 5 WEST (F.M. 88) AND IS WITHIN THE E.T.J. OF WESLACO, TEXAS.

### FLOOD PLAIN
ALTAMURA SUBDIVISION IS LOCATED IN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 480334 0450C, MAP REVISED MAY 30, 2002 TO REFLECT LOMR. ZONE "X" IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN." THE MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB AS MEASURED AT THE CENTER OF THE LOT OR ELEVATION 69.00, WHICHEVER IS HIGHER.

### SOIL CONDITIONS
ACCORDING TO THE SOIL SURVEY REPORT PREPARED FOR HIDALGO COUNTY BY THE USDA NATURAL RESOURCES CONSERVATION SERVICE; THE SOILS IN THIS SUBDIVISION ARE FOUND TO BEHIDALGO FINE SANDY LOAM (25) AND HIDALGO SANDY CLAY LOAM (28). SOILS GROUP 25 AND 28 ARE IN HYDROLOGIC GROUP "B" AND ARE MODERATELY PERVIOUS WITH A RELATIVELY LOW PLASTICITY INDEX.

### PRE-DEVELOPED CONDITIONS
THE CURRENT LAND USE FOR THIS PROPERTY HAS BEENUSED FOR AGRICULTURAL PURPOSES AND HAS AN EXISTING RUNOFF IN A NORTHEASTERLY DIRECTION. BASED ON AN EXISTING 10-YEAR STORM, A TOTAL STORM RUNOFF OF 27.00 CUBIC FEET PER SECOND IS BEING GENERATED BY THIS SUBDIVISION.

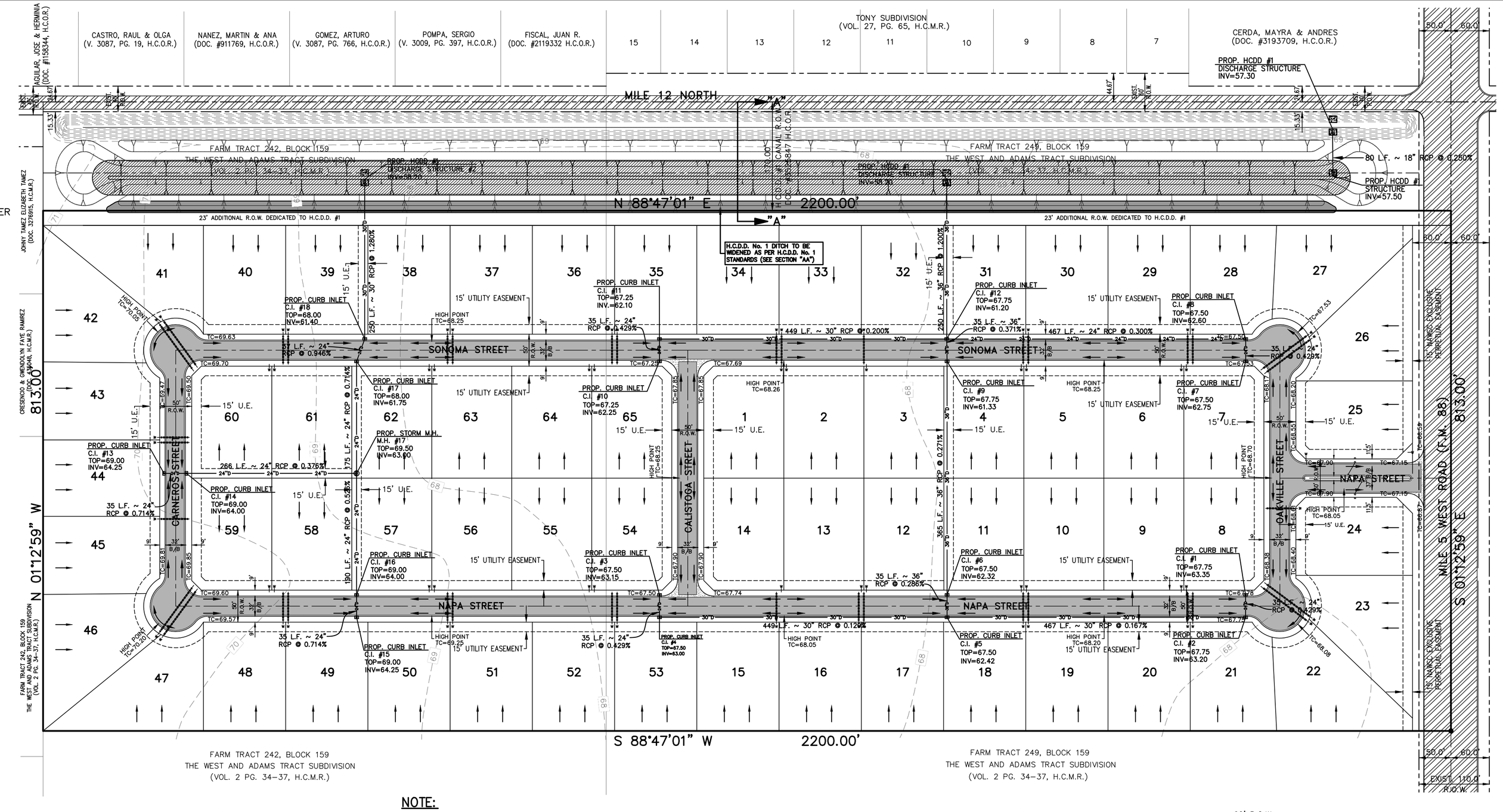
### PROPOSED CONDITIONS
ALTAMURA SUBDIVISION IS A PROPOSED 65 LOT, SINGLE-FAMILY SUBDIVISION. DRAINAGE SHALL BE ACCOMPLISHED WITHIN THIS DEVELOPMENT WITH THE PLACEMENT OF CURB INLETS TO INTERCEPT DRAINAGE RUNOFF GENERATED BY THIS SUBDIVISION. PIPE SIZES SHALL RANGE FROM A 24" TO 36" THROUGHOUT THE SUBDIVISION AND DISCHARGE INTO A H.C.D.D. #1 DRAINAGE DITCH ALONG THE SOUTH SIDE OF MILE 12 IN TWO LOCATIONS. THE FIRST DISCHARGE SHALL DRAIN INTO THE DITCH WITH A 36" PIPE AND THE SECOND DISCHARGE SHALL DRAIN WITH A 30" PIPE. ALTAMURA SUBDIVISION WILL INCREASE RUNOFF TO A MAXIMUM OF 116.41 CUBIC FEET PER SECOND BASED ON THE 50-YEAR STORM FREQUENCY FOR AN INCREASE Q OF 89.41 CUBIC FEET PER SECOND. REQUIRED DETENTION FOR THIS SUBDIVISION IS 160,290 CUBIC FEET (3.68 AC.FT.).

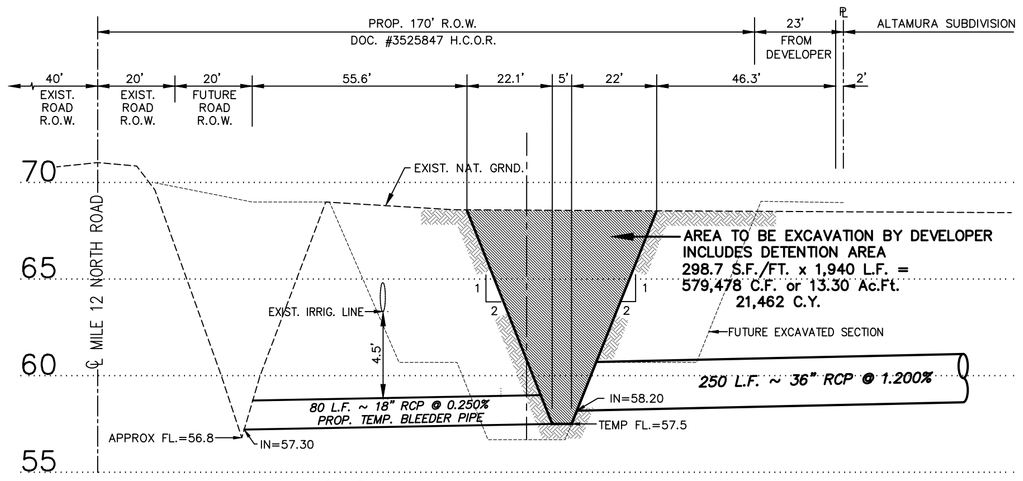
H.C.D.D.#1 HAS PURCHASED THE NECESSARY PROPERTY FROM THE DEVELOPER FOR AN IMPROVED DRAINAGE DITCH AS PART OF THE 2018 BOND ISSUE. IN ADDITION, THE DEVELOPER SHALL DEDICATE AN ADDITIONAL 23 FEET TO THE DRAINAGE DISTRICT FOR THE FURTHER EXPANSION OF THE DITCH. IT IS UNCLEAR AT THIS TIME WHEN THE DRAINAGE DITCH WILL BE FULLY EXCAVATED. IN THE INTERIM, THE DEVELOPER WILL EXCAVATE A TEMPORARY DITCH WITH A 5 FOOT BOTTOM WHILE MATCHING THE PROPOSED SOUTH EDGE OF THE FUTURE DITCH ACROSS THE WIDTH OF ALTAMURA SUBDIVISION. IN DOING SO, THE DEVELOPER WILL EXCAVATE 579,478 CUBIC FEET (13.303 AC.FT.) OF TEMPORARY DITCH THAT SHALL ALSO SERVE AS TEMPORARY DETENTION FOR ALTAMURA SUBDIVISION. THE TEMPORARY DITCH SHALL DISCHARGE INTO THE EXISTING H.C.D.D. #1 DITCH ADJACENT TO THE SOUTH SIDE OF MILE 12 WITH AN 18" PIPE. ONCE THE H.C.D.D.#1 DRAINAGE DITCH IS FULLY WIDENED, THE DITCH SHALL BE OVER-EXCAVATED BY ELEVEN FEET ABOVE THE BENCHED MAINTENANCE ROAD AS ORIGINALLY PLANNED TO FULFILL THE DETENTION REQUIREMENTS OF ALTAMURA SUBDIVISION. THIS OVER-EXCAVATION WILL NET AN INCREASE IN CAPACITY OF 175,797 CUBIC FEET (4.04 AC.FT.) THUS MEETING THE NECESSARY DETENTION REQUIREMENTS. H.C.D.D.#1 DISCHARGE STRUCTURES SHALL BE INSTALLED AS REQUIRED BY THE DRAINAGE DISTRICTS PERMITS. CHOKES ON THE DISCHARGE PIPE WILL NOT BE REQUIRED BECAUSE THE DETENTION AREA IS PART OF THE DRAINAGE DITCH.

### CERTIFICATION:
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480334 0450 C, REVISED MAY 30, 2000 TO REFLECT L.O.M.R.

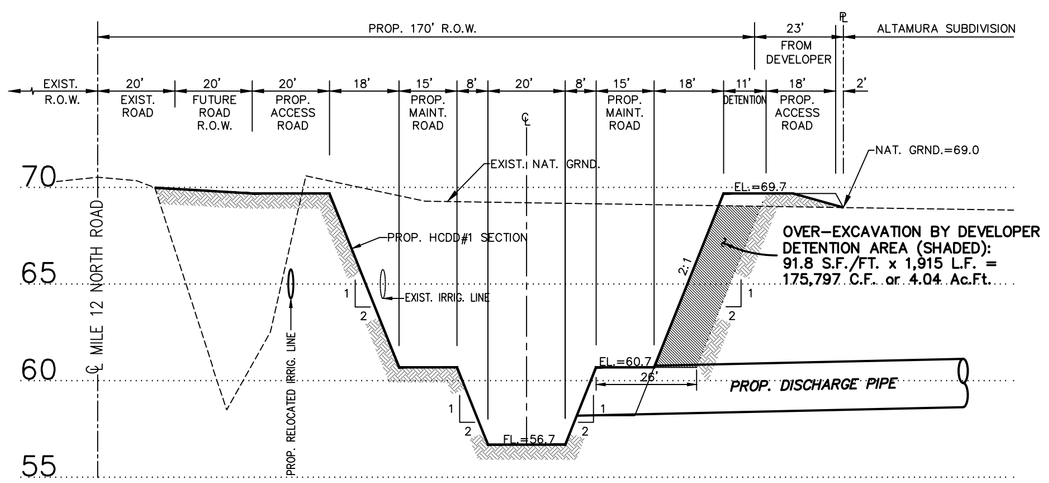
JAVIER HINOJOSA, P.E. #74808 DATE

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



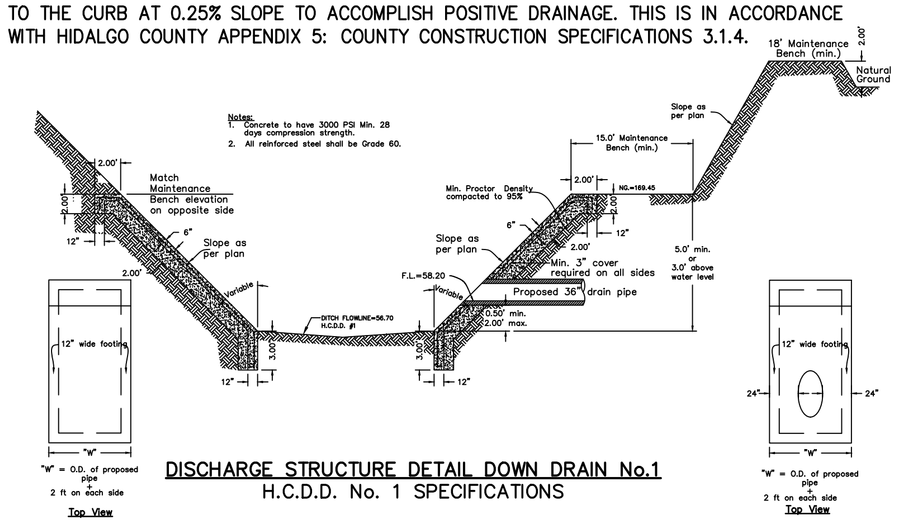




SECTION "BB" – TEMPORARY H.C.D.D.#1 DITCH CROSS SECTION

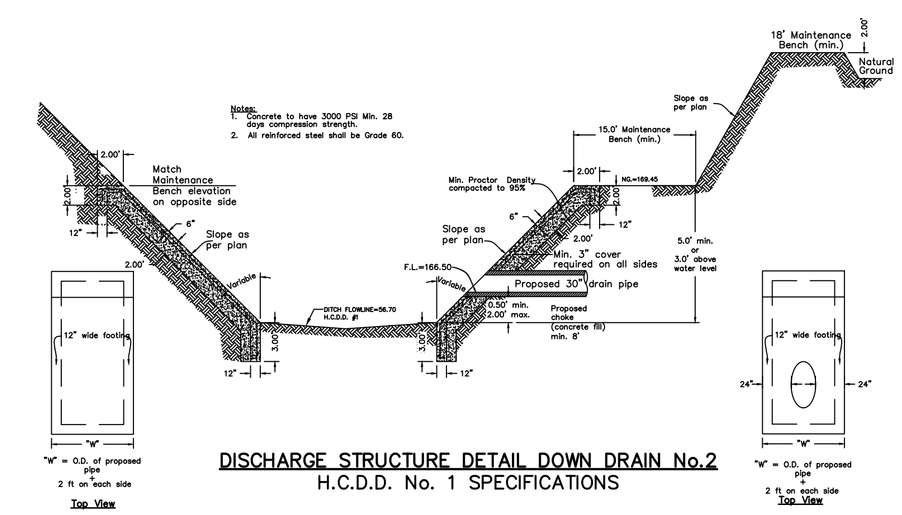



SECTION "AA" – PROPOSED H.C.D.D.#1 DITCH CROSS SECTION

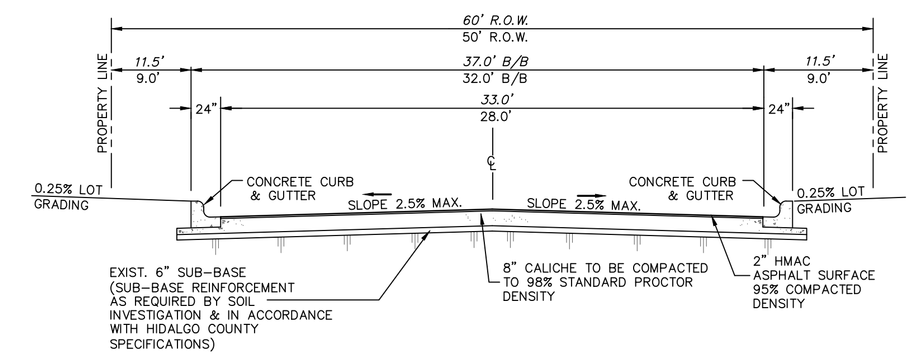
**NOTE:**
ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.




DISCHARGE STRUCTURE DETAIL DOWN DRAIN No.1
H.C.D.D. No. 1 SPECIFICATIONS




DISCHARGE STRUCTURE DETAIL DOWN DRAIN No.2
H.C.D.D. No. 1 SPECIFICATIONS




MINOR RESIDENTIAL STREET SECTION

# ALTAMURA SUBDIVISION
## MAP OF TOPOGRAPHY AND DRAINAGE
## MAPA DE TOPOGRAPHIA Y DESAGUE

FILE 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

SHEET NO. 4 OF 4


JAVIER HINOJOSA ENGINEERING
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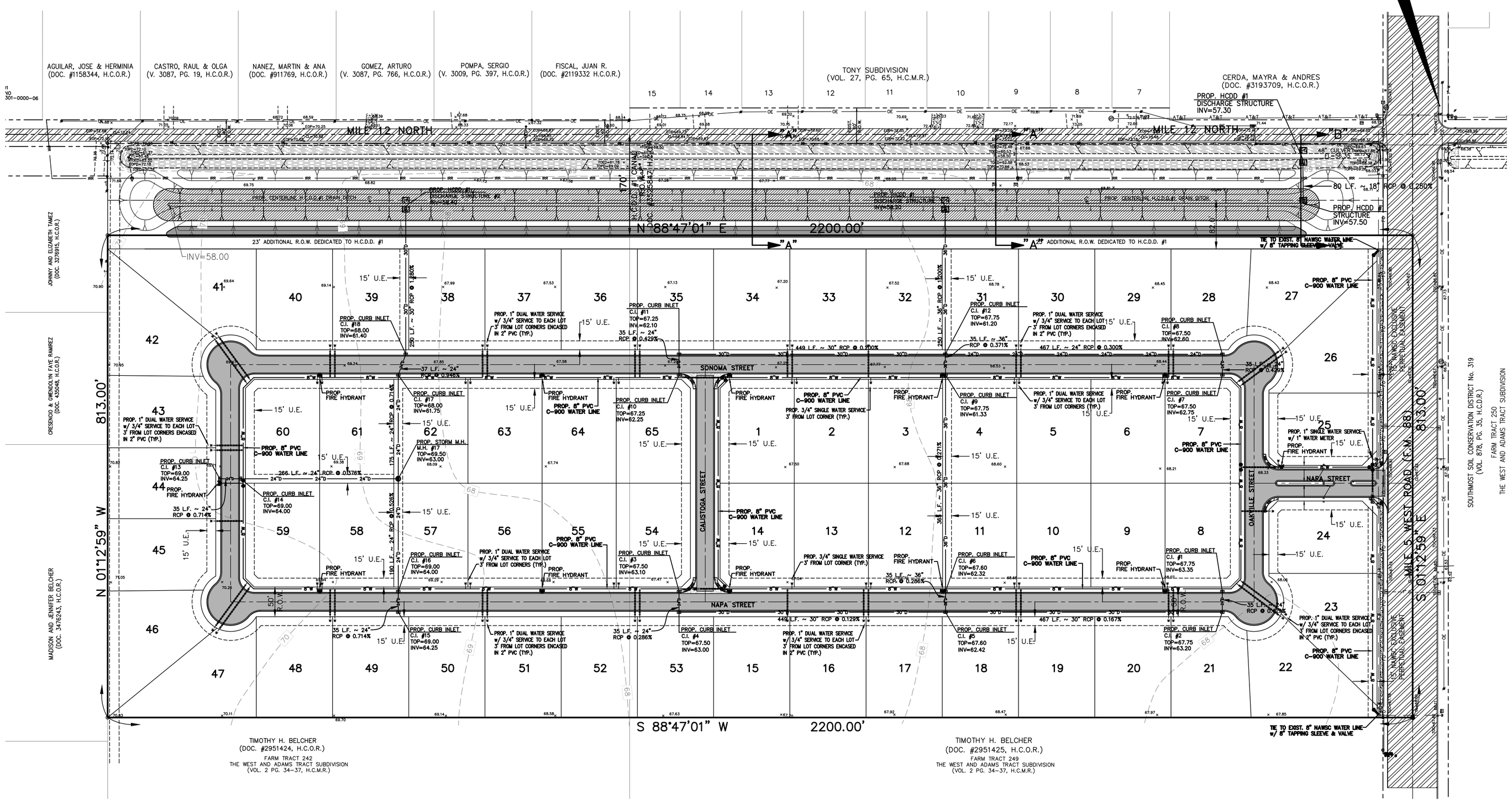
PHONE (956) 668-1588
javier@javierhinojosaeng.com
TBPELS FIRM NUMBER F-1295


| REVISIONS | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

220406

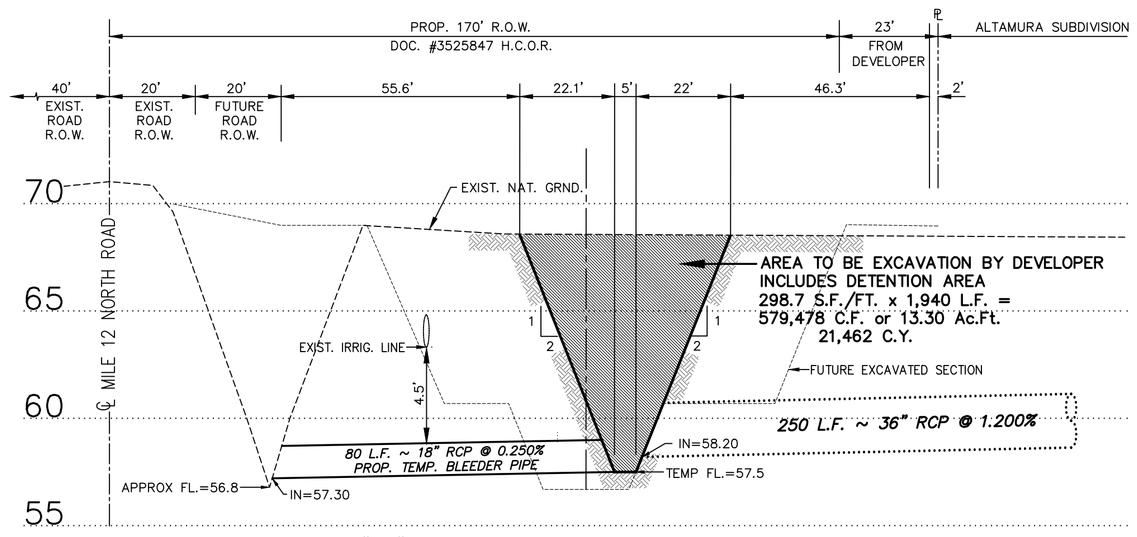
PROJECT BENCHMARK: ELEVATION=67.159
TOP OF STORM MANHOLE LOCATED APPROXIMATELY 48 FEET NORTH AND 45' EAST OF THE INTERSECTION OF MILE 12 AND F.M. 88.



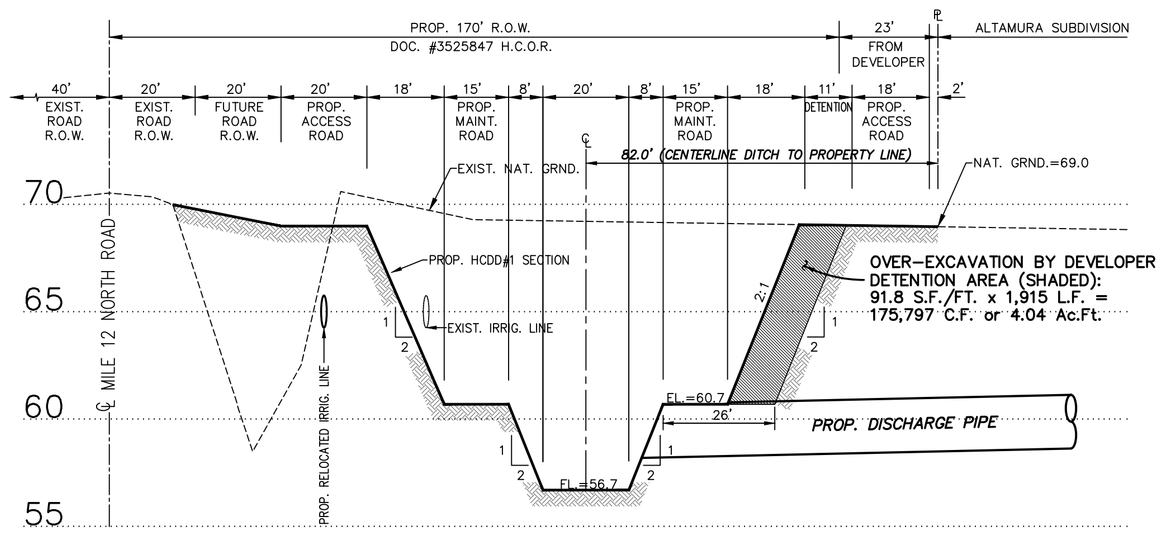

SCALE: 1" = 100'

## LEGEND

| | |
|---|---|
| ×TOC=113.48 | EXIST. TOP OF CURB ELEVATION |
| ×TOD=113.48 | EXIST. TOP OF DITCH ELEVATION |
| ×TOE=113.48 | EXIST. BOTTOM OF DITCH ELEVATION |
| × CL=113.31 | EXIST. CENTER LINE ELEVATION |
| × FL=115.10 | EXIST. FLOW LINE ELEVATION |
| ×115.10 | EXIST. NATURAL GROUND ELEVATION |
| Ⓓ | EXIST. DRAIN MANHOLE |
| Ⓢ | EXIST. SEWER MANHOLE |
| | EXIST. POWER POLE |
| | EXIST. GUY WIRE |
| | EXIST. ROAD SIGN |
| G | EXIST. GAS METER |
| W | EXIST. WATER METER |
| TP | EXIST. TELEPHONE PEDESTAL |
| | EXIST. FIRE HYDRANT |
| WV | EXIST. WATER VALVE |
| IV | EXIST. IRRIGATION VALVE |
| | EXIST. TREE |
| WS | WATER SERVICE |
| SV | SPRINKLER VALVE |
| -//- | CEDAR FENCE |
| —x— | CHAIN LINK FENCE |
| —o— | BLOCK FENCE |
| ○ | IRRIGATION STAND PIPE |
| BFP | BACK FLOW PREVENTOR |
| ET | ELECTRIC TRANSFORMER |
| E | ELECTRIC GROUND BOX |
| ----- 8"SS ----- | EXIST. 18" SANITARY SEWER LINE |
| -----12"SS----- | EXIST. 12" SANITARY SEWER LINE |
| ------18"D ------ | EXIST. 18" STORM DRAINAGE LINE |
| ------24"D------ | EXIST. 24" STORM DRAINAGE LINE |
| ------30"D------ | EXIST. 30" STORM DRAINAGE LINE |
| -------8"W------ | EXIST. 8" WATER LINE |
| -----IRR ----- | EXIST. IRRIGATION LINE |
| | EXIST. PAVEMENT |




SECTION "BB" – TEMPORARY H.C.D.D.#1 DITCH CROSS SECTION




SECTION "AA" – FUTURE H.C.D.D.#1 DITCH CROSS SECTION

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

| DATE: | REVISIONS |
|---|---|
| | |

220406
PROJECT No.
AUGUST, 2024
DATE:
G. TEEGARDIN
DRAWN BY
J.H.
CHK. BY


JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588
TBPELS FIRM No. 1295
javier@javierhinojosaeng.com


# PROPOSED UTILITY LAYOUT

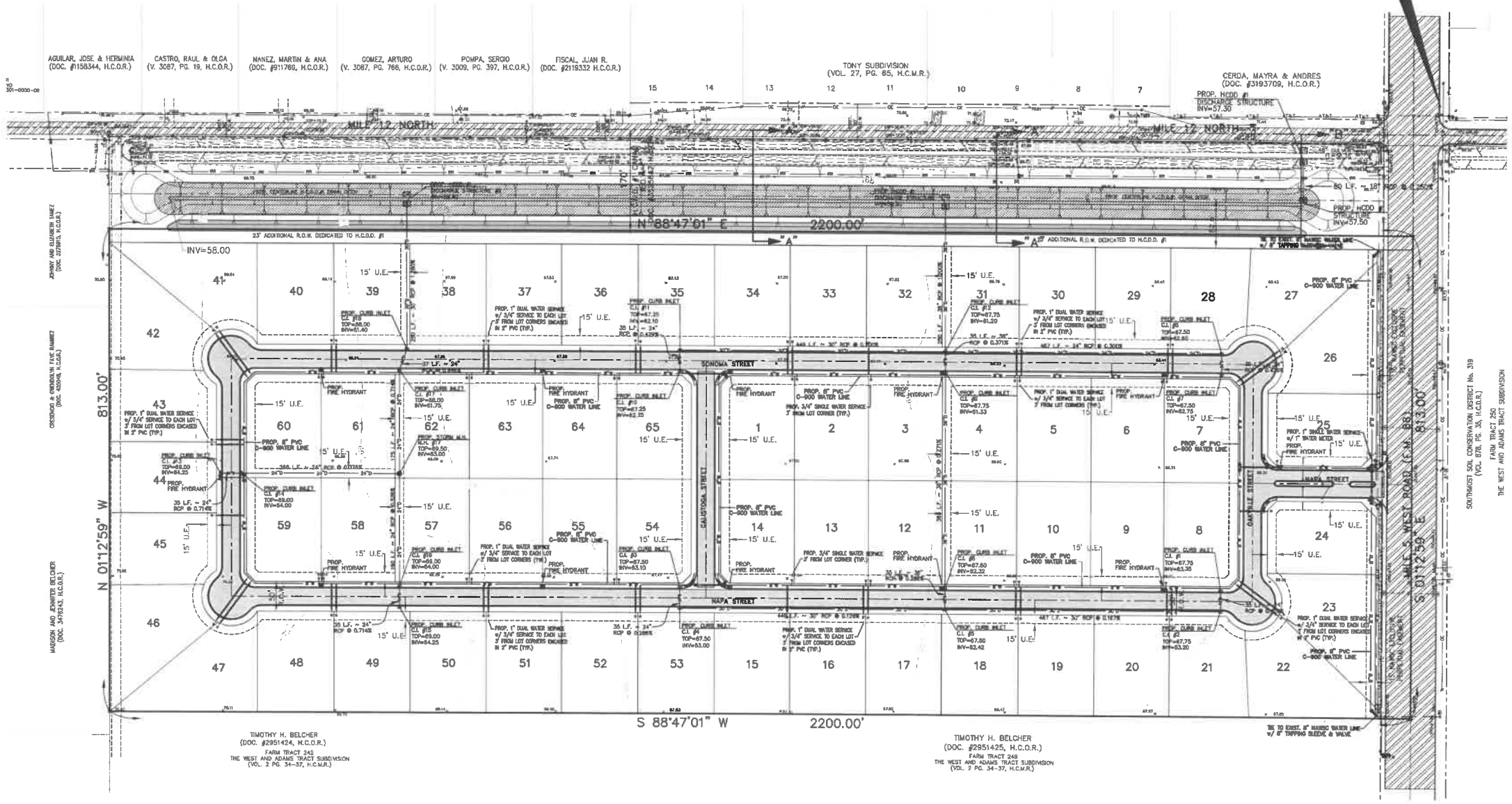
## ALTAMURA SUBDIVISION

WESLACO, TEXAS

SHEET 1 OF 1 SHEETS

220406

PROJECT BENCHMARK: ELEVATION=67.159
TOP OF STORM MANHOLE LOCATED APPROXIMATELY 48 FEET NORTH AND 45' EAST OF THE INTERSECTION OF MILE 12 AND F.M. 88.




SCALE: 1" = 100'

## LEGEND

| | |
|---|---|
| ×TOC=113.48 | EXIST. TOP OF CURB ELEVATION |
| ×TOD=113.48 | EXIST. TOP OF DITCH ELEVATION |
| ×TOE=113.48 | EXIST. BOTTOM OF DITCH ELEVATION |
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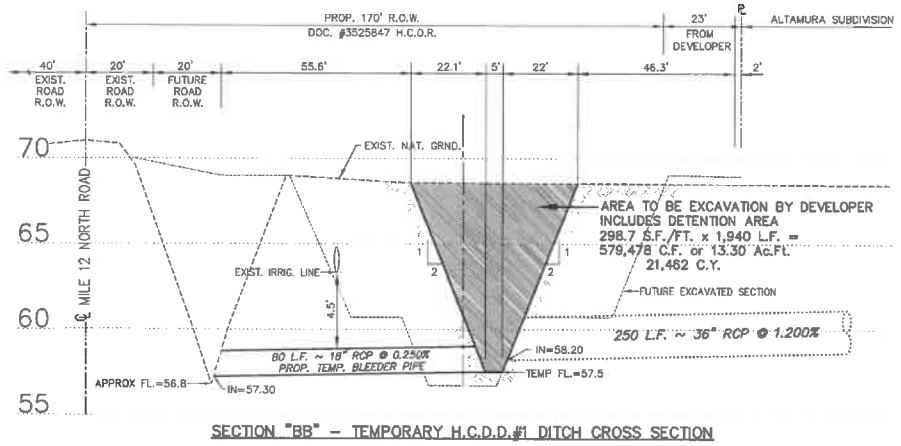
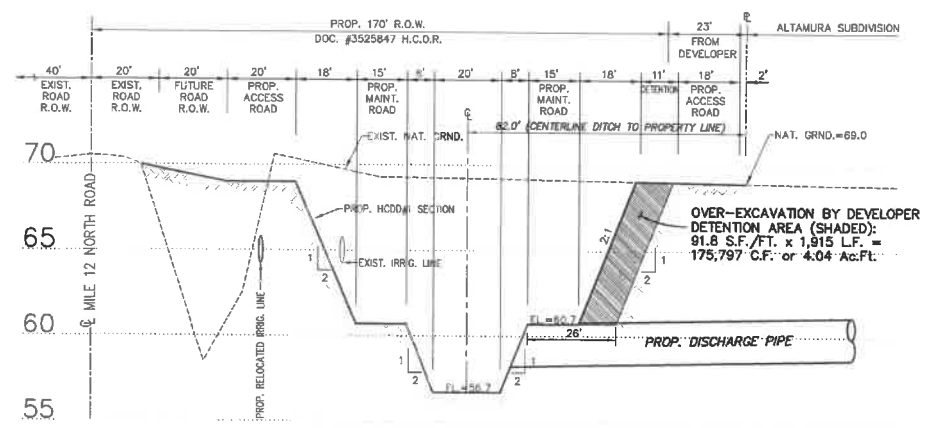



SECTION "BB" – TEMPORARY H.C.D.D.#1 DITCH CROSS SECTION




SECTION "AA" – FUTURE H.C.D.D.#1 DITCH CROSS SECTION

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

| DATE: | REVISIONS |
|---|---|
| | |

PROJECT No. 220406
DATE: AUGUST, 2024
DRAWN BY: C. TEEGARDIN
CHK. BY: J.H.

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 688-1588
TBPELS FIRM No. 1295
jcvier@javierhinojosaeng.com

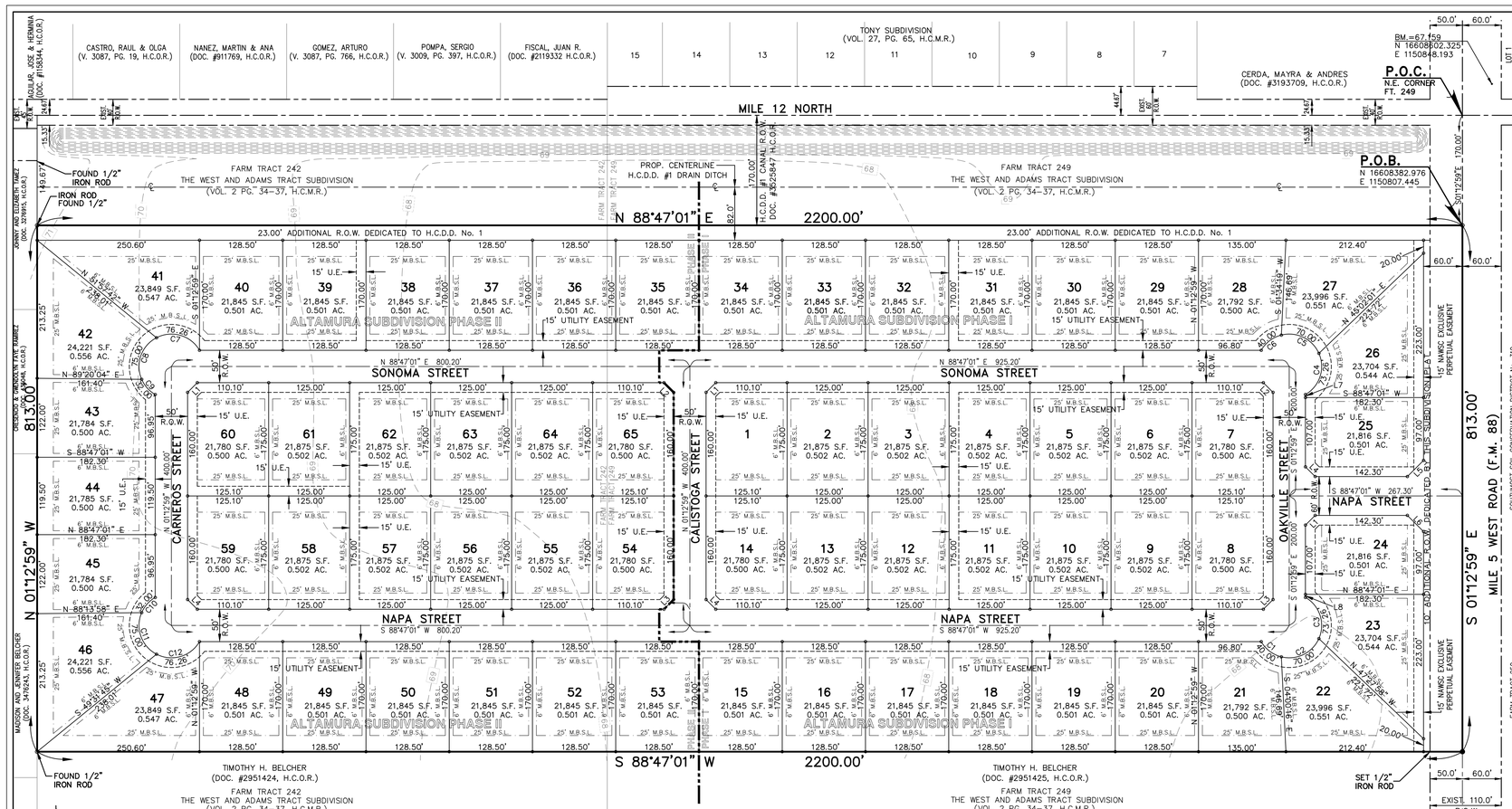
# PROPOSED UTILITY LAYOUT

## ALTAMURA SUBDIVISION

WESLACO, TEXAS

SHEET 1 OF 1 SHEETS

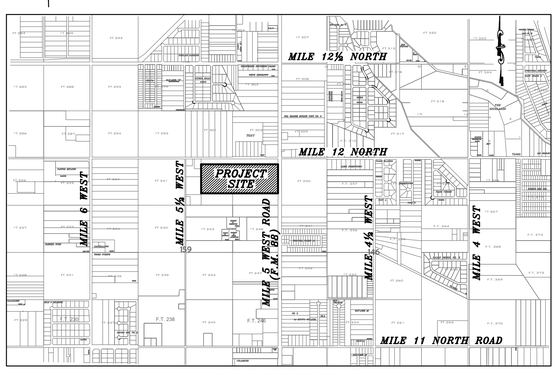
220406




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

**LEGEND:**

℄ CENTERLINE
● IRON ROD FOUND
○ IRON ROD SET
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT OF WAY
H.C.M.R. = HIDALGO COUNTY MAP RECORDS
H.C.D.R. = HIDALGO COUNTY DEED RECORDS
H.C.D.D.#1 = HIDALGO COUNTY DRAINAGE DISTRICT No. 1
H.C.C.I.D.#9 = HIDALGO AND CAMERON COUNTIES DRAINAGE DISTRICT No. 9
U.E. = UTILITY EASEMENT
M.B.S.L. = MINIMUM BUILDING SETBACK LINE




## LOCATION MAP

SCALE: 1" = 2000'

DATE OF PREPARATION: APRIL 15, 2024 DRAWN BY: G. TEEGARDIN


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


SHEET INDEX

SHEET 1
DATE, NORTH ARROW, MAIN SCALE, HEADING, LEGAL DESCRIPTION, E.T.J. AND LOCATION MAP, PRINCIPAL CONTACTS, INDEX, PROPOSED AND EXISTING SUBDIVISION LAYOUTS, METES AND BOUNDS, NOTES, OWNER DEDICATION, CERTIFICATION AND ATTESTATION, NOTARY PUBLIC, SURVEYOR'S CERTIFICATE, ENGINEER'S CERTIFICATE, DRAINAGE DISTRICT DEDICATION, IRRIGATION DISTRICT DEDICATION, COUNTY CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES HIDALGO, CITY OF WESLACO CERTIFICATION AND THE HIDALGO COUNTY HEALTH DEPARTMENT.

SHEET 2
FINAL ENGINEERING REPORT INCLUDING DESCRIPTION OF THE WATER AND OSSF LAYOUTS, THE ENGINEER'S CERTIFICATION AND THE SUBDIVIDERS CERTIFICATE AND STATEMENT. (ENGLISH AND SPANISH VERSIONS).

SHEET 3
DRAINAGE REPORT INCLUDING THE DESCRIPTION OF DRAINAGE, TOPOGRAPHIC MAP, THE ENGINEER'S DRAINAGE CERTIFICATION AND CONSTRUCTION DETAILS.

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

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

DATED THIS_____ DAY OF_____ 20 _____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. HCCID#9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

**LOT LINE – LINE TABLE**

| LINE | BEARING | DISTANCE |
|---|---|---|
| "L1" | N 43°47'01" E | 21.21' |
| "L2" | S 46°12'59" E | 21.21' |
| "L3" | S 43°47'01" W | 21.21' |
| "L4" | N 46°12'59" W | 21.21' |
| "L5" | S 43°47'01" W | 35.36' |
| "L6" | S 46°12'59" E | 35.36' |
| "L7" | S 08°01'12" E | 4.70' |
| "L8" | N 08°01'12" W | 4.70' |

**LOT LINE – CURVE DATA**

| CURVE | DELTA | RADIUS | TANGENT | ARC LENGTH | CHORD BEARING | CHORD |
|---|---|---|---|---|---|---|
| "C1" | 45°50'12" | 50.00' | 21.14' | 40.00' | S54°08'05"E | 38.94' |
| "C2" | 80°12'51" | 50.00' | 42.11' | 70.00' | N62°50'24"E | 64.42' |
| "C3" | 83°56'57" | 50.00' | 44.98' | 73.26' | N19°14'30"W | 66.88' |
| "C4" | 83°56'57" | 50.00' | 44.98' | 73.26' | N16°48'33"E | 66.88' |
| "C5" | 80°12'51" | 50.00' | 42.11' | 70.00' | N65°16'21"W | 64.42' |
| "C6" | 45°50'12" | 50.00' | 21.14' | 40.00' | S51°42'07"W | 38.94' |
| "C7" | 87°23'13" | 50.00' | 47.77' | 76.26' | N74°54'35"W | 69.08' |
| "C8" | 85°56'37" | 50.00' | 46.58' | 75.00' | S18°25'30"W | 68.16' |
| "C9" | 36°40'10" | 50.00' | 16.57' | 32.00' | S42°52'54"E | 31.46' |
| "C10" | 36°40'10" | 50.00' | 16.57' | 32.00' | S40°26'56"W | 31.46' |
| "C11" | 85°56'37" | 50.00' | 46.58' | 75.00' | S20°51'28"E | 68.16' |
| "C12" | 87°23'13" | 50.00' | 47.77' | 76.26' | N72°28'37"E | 69.08' |

**METES AND BOUNDS DESCRIPTION:**

A TRACT OF LAND CONTAINING 41.06 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND SAID 41.06 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING ON THE NORTHEAST CORNER OF SAID FARM TRACT 249, WITHIN THE INTERSECTION OF MILE 5 WEST ROAD (F.M. 88) AND MILE 12 NORTH ROAD, THENCE S 01°12'59" E ALONG THE EAST LINE OF SAID FARM TRACT 249 AND WITHIN THE RIGHT-OF-WAY OF MILE 5 WEST ROAD (F.M. 88), A DISTANCE OF 170.00 FEET A ½" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" FOR THE POINT OF BEGINNING AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 01° 12' 59" E, CONTINUING ALONG THE EAST LINE OF SAID FARM TRACT 249, WITHIN SAID MILE 5 WEST ROAD (F.M. 88) A DISTANCE OF 813.00 FEET, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE S 88° 47' 01" W, AT DISTANCE OF 50.00 FEET PASS A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET ON THE WEST RIGHT-OF-WAY LINE OF SAID MILE 5 WEST ROAD (F.M. 88) AS RECORDED IN VOLUME 817, PAGE 294, H.C.D.R. AND THE EAST LINE OF A 15.0 FOOT EASEMENT TO NORTH ALAMO WATER SUPPLY CORP. (NAWSC), RECORDED IN VOLUME 2399, PAGE 551, H.C.D.R., AT DISTANCE OF 65.00 FEET PASS THE WEST LINE OF SAID NAWSC EASEMENT, AT A DISTANCE OF 1,320.00 FEET PASS THE COMMON LINE OF SAID FARM TRACTS 249 AND 242, AND CONTINUING A TOTAL DISTANCE OF 2,200.00 FEET A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS" SET, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 01° 12' 59" W, AT A DISTANCE OF 461.00 FEET PASS A 1/2" IIRON ROD FOUND ON THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO CRESENCIO RAMIREZ AND GWENDOLYN FAT RAMIREZ, RECORDED IN DOCUMENT NO. 425048, H.C.D.R. AND CONTINUING ALONG THE EAST LINE OF SAID MARTINEZ TRACT A DISTANCE OF 683.00 FEET PASS A 1/2" IRON ROD FOUND ON THE EASTERN MOST NORTHEAST CORNER OF SAID MARTINEZ TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO JOHNNY TAMEZ AND ELIZABETH TAMEZ, RECORDED IN DOCUMENT NUMBER 3276915, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND CONTINUING ALONG THE EAST LINE OF SAID TAMEZ TRACT AT A DISTANCE OF 813.00 FEET TO A 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RIO DELTA SURVEYING" SET ON THE SOUTH RIGHT-OF-WAY LINE OF A 170 FOOT HIDALGO COUNTY DRAINAGE DISTRICT No. 1 RIGHT-OF-WAY FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE N 88° 47' 01" E, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID HIDALGO COUNTY DRAINAGE DISTRICT No.1 RIGHT-OF-WAY, AT DISTANCE OF 880.00 FEET PASS THE COMMON NORTH CORNER OF SAID FARM TRACTS 242 AND 249 AND CONTINUING ALONG THE SOUTH LINE OF SAID DRAINAGE DISTRICT RIGHT-OF-WAY, AT 2,150.00 FEET THE WEST RIGHT-OF-WAY LINE OF SAID MILE 5 WEST (F.M. 88), IN ALL A TOTAL DISTANCE OF 2,200.00 FEET TO THE POINT OF BEGINNING, CONTAINING 41.06 ACRES OF LAND, MORE OR LESS.

**PRINCIPAL CONTACTS:**

| NAME | ADDRESS | CITY & ZIP | PHONE # /FAX# |
|---|---|---|---|
| OWNER: RD ALTAMURA, LLC | P.O. BOX 6105 | McALLEN, TX 78502 | 956-451-6390 |
| ENGINEER: JAVIER HINOJOSA | 416 E. DOVE AVENUE | MCALLEN, TX 78504 | 668-1588/994-8102 |
| SURVEYOR: CARLOS VASQUEZ | 517 BEAUMONT AVE. | MCALLEN, TX 78501 | 618-1551/618-1547 |

**LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY**

ALTAMURA SUBDIVISION PHASE I IS LOCATED IN WEST CENTRAL PORTION OF HIDALGO COUNTY PRECINCT No. 1 APPROXIMATELY 20,000 FEET NORTH INTERSTATE 2. THE NEAREST MUNICIPALITY IS THE CITY OF WESLACO. ACCORDING TO THE OFFICIAL MAP OF THE CITY OF WESLACO THE PROPERTY LIES APPROXIMATELY 2.0 MILES NORTH OF THE CITY LIMITS (AND IS INSIDE THE 2 MILE EXTRATERRITORIAL JURISDICTION (E.T.J.) UNDER LOCAL GOVERNMENT CODE § 212.001 & 42.021

**GENERAL PLAT NOTES & RESTRICTIONS:**

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THIS PROPERTY IS LOCATED WITHIN ZONE "X" ON A FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480334 0450 C, REVISED MAY 30, 2002. ZONE "X" IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN. THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN. CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).
2. SETBACKS:
FRONT: 25.00 FEET
REAR: 20% OF LOT DEPTH, NOT TO EXCEED 25 FEET OR GREATER FOR ESM'T.
SIDE: 6.00 FEET OR GREATER FOR EASEMENT
SIDE CORNER: 10.00 FEET OR TO EASEMENT LINE, WHICHEVER IS GREATER
3. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.
4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND OR ELEVATION 69.00, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
5. BENCHMARK NOTE: ELEVATION=67.159
TOP OF STORM MANHOLE LOCATED APPROXIMATELY 48 FEET NORTH AND 45' EAST OF THE INTERSECTION OF MILE 12 AND F.M. 88.
6. SET 1/2" IRON ROD ON ALL LOT CORNERS UNLESS OTHERWISE NOTED.
7. STREET LIGHTS AND STREET SIGNS SHALL BE INSTALLED IN ACCORDANCE TO THE CITY OF WESLACO ORDINANCE BY THE DEVELOPER PRIOR TO ISSUANCE OF A BUILDING PERMIT.
8. STREET LIGHTS MUST BE LOCATED AT 300-FOOT MAXIMUM SPACING.
9. CORNER LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTION AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
10. LANDSCAPING IS REQUIRED PER CITY OF WESLACO ORDINANCE.
11. NO ACCESS OFF OF F.M. 88 FOR LOTS 22 THROUGH 27 (INCLUSIVE).
12. DRAINAGE: (DETENTION REQUIREMENTS FOR ALTAMURA SUBDIVISION PHASE I & II)
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, ALTAMURA SUBDIVISION PHASE I AND II WILL BE REQUIRED TO DETAIN A COMBINED TOTAL OF 160,290 CUBIC FEET (3.68 ACRE-FEET) OF STORM RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS AND WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER WILL OVER-EXCAVATE BY ELEVEN FEET THE PROPOSED HIDALGO COUNTY DRAINAGE DISTRICT No. 1 DRAINAGE DITCH ABOVE THE MAINTENANCE BENCH TO FULFILL DETENTION REQUIREMENTS. THE OVER-EXCAVATION WILL NET AN INCREASE OF 175,797 CUBIC FEET (4.035 AC. FT.). THE PROPOSED DETENTION HAS THE CAPACITY TO DETAIN THE DIFFERENCE BETWEEN THE 10-YEAR AND 50-YEAR STORM. DETENTION AS PROPOSED WILL ACCOMODATE THE REQUIREMENTS FOR BOTH ALTAMURA PHASE I AND II.
13. A 4-FOOT SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
14. A 5-FOOT SIDEWALK SHALL BE REQUIRED ALONG THE WEST SIDE OF F.M. 88 UPON THE ISSUANCE OF A NOTICE TO PROCEED.
15. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHTS, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
16. A 6-FOOT TALL CEDAR FENCE SHALL BE REQUIRED ALONG THE NORTH LOT LINES OF LOTS 27 THROUGH 41 INCLUSIVE, AT THE TIME OF LOT'S OCCUPANCY.
17. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AS OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
B. A SEPARATE DESIGN SHALL BE SUBMITTED.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT.
E. "OSSF" PERMIT IS REQUIRED PRIOR OF OCCUPYING A LOT.
18. THERE ARE NOT WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.
19. JASON GARZA, THE OWNER AND SUBDIVIDER OF ALTAMURA SUBDIVISION, RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.
20. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
21. ALL PUBLIC UTILITY EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY UTILITY PROVIDERS.
22. CENTRAL POWER AND LIGHT CO. IS HEREBY GRANTED AN EASEMENT AND RIGHT-OF-WAY ON EACH LOT IN SAID SUBDIVISION FOR AN UNDERGROUND ELECTRIC SERVICE TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSE AT THE RIGHT LOCATION WHERE SUCH SERVICE LATERAL IS TO BE OR IS INSTALLED AND MAINTAINED FROM TIME TO TIME.
23. CONCRETE MONUMENTS TO BE SET AT SUBDIVISION CORNERS.
24. FIRE HYDRANTS INSTALLED WITHIN THE CORPORATION'S DISTRIBUTION SYSTEM ARE PROVIDED AT THE CONVENIENCE OF THE CORPORATION AND DO NOT IMPLY ANY RESPONSIBILITY ON THE PART OF THE CORPORATION TO MEET FIRE FLOW REQUIREMENTS.
25. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWSP) REQUIREMENTS.
26. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5: COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.
27. A 6' BUFFER SHALL BE REQUIRED WHEN ADJOINING ANY COMMERCIAL LOT WHETHER EXISTING OR WHEN SUCH COMMERCIAL LOT IS EVIDENT BY LOT OWNER.

FILE 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

SHEET NO. 1 OF 3

| REVISIONS |
|---|
| |
| |
| |

# SUBDIVISION PLAT OF
# ALTAMURA SUBDIVISION PHASE I & II

**A TRACT OF LAND CONTAINING 41.06 ACRES OF LAND, SITUATED IN HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OF FARM TRACTS 242 AND 249, THE WEST AND ADAMS TRACTS, HIDALGO COUNTY, TEXAS, MAP REFERENCE: VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS.**

**OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION**

I, JASON GARZA, AS OWNER OF THE 41.06 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED ALTAMURA SUBDIVISION PHASE I AND II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARKS, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S232.032, AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARD.
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET THE MINIMUM REQUIREMENTS OF THE STATE STANDARD.
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET THE MINIMUM STATE STANDARDS AND
(D) GAS CONNECTIONS, 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.

BY: JASON GARZA, _____ DATE
OWNER: RD ALTAMURA, LLC.
ADDRESS: P.O. BOX 6105
McALLEN, TEXAS 78502

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARD JASON GARZA KNOWN TO ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENTS AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS

THE _____ DAY OF _____ 20_____A.D.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES_____

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT.

ON THIS THE _____ DAY _____, 20_____A.D.

_____ _____
HIDALGO COUNTY JUDGE DATE

ATTEST:
HIDALGO COUNTY CLERK DATE

**CITY OF WESLACO**
**CERTIFICATE OF PLAT APPROVAL**
**UNDER LOCAL GOVERNMENT CODE §232.028(a)**

I, THE UNDERSIGNED, MAYOR TO THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF WESLACO ATTEST: CITY SECRETARY

DATE:_____ DATE:_____

THIS SUBDIVISION PLAT OF ALTAMURA SUBDIVISION PHASE I HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE HIDAGO COUNTY, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 20_____A.D.

_____
CHAIRMAN , PLANNING & ZONING COMMISSION

**COUNTY OF HIDALGO**
**CERTIFICATE OF PLAT APPROVAL**

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF ALTAMURA SUBDIVISION PHASE I WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____20_____.

_____
ENVIRONMENTAL HEALTH DIVISION MANAGER

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

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

_____
JAVIER HINOJOSA, P.E. DATE
LICENSED PROFESSIONAL ENGINEER NO. 74808

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

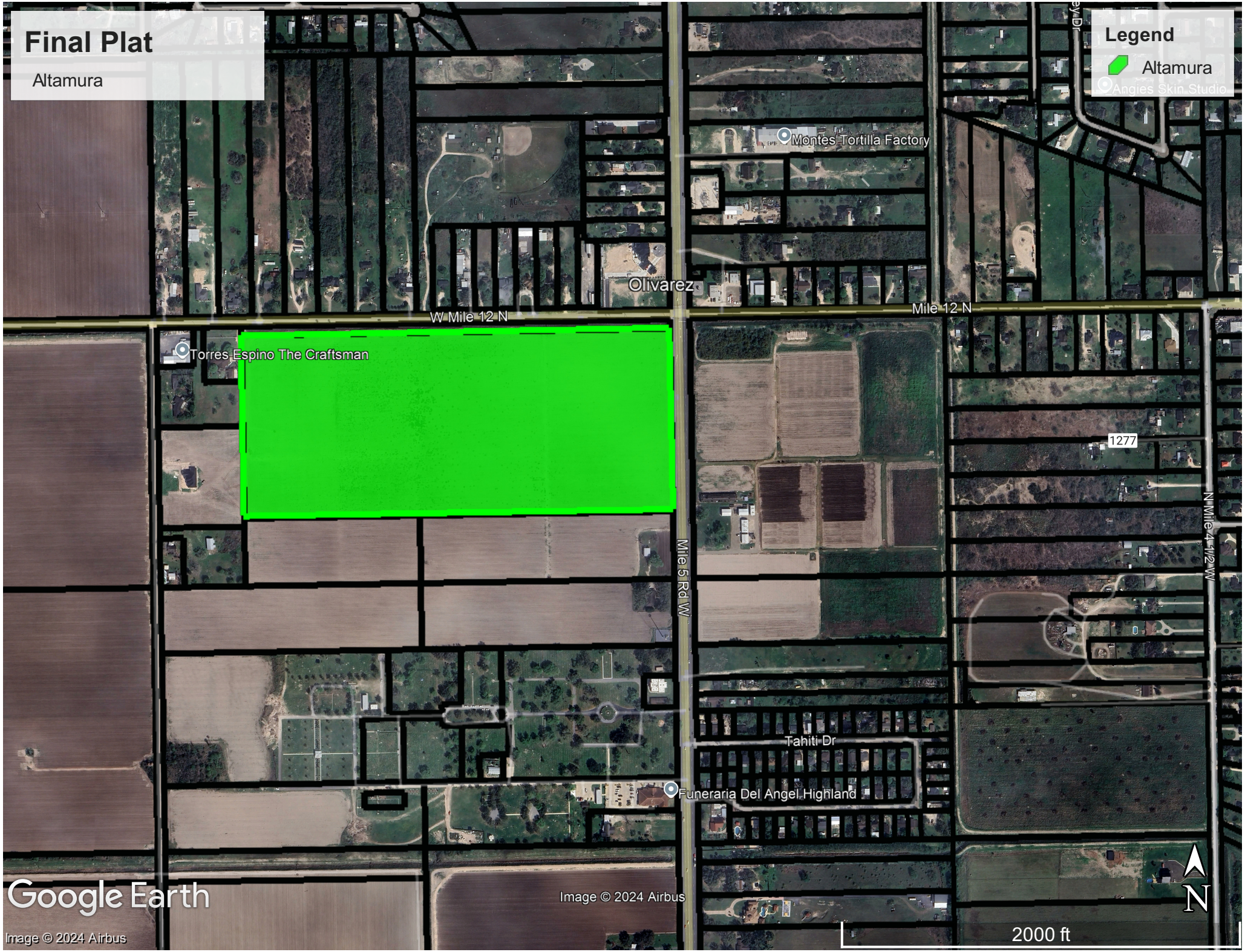
I, CARLOS VASQUEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE MAP ON THIS SHEET SHOWING THE LOTS, EASEMENTS AND STREETS OF ALTAMURA SUBDIVISION PHASE I AND ITS METES AND BOUNDS DESCRIPTION WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON JUNE 22, 2022.

_____
CARLOS VASQUEZ, R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4608
C.V.Q. LAND SURVEYORS, LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
TEL. (956) 618-1551 DATE SURVEYED: 06-22-2022
TBPELS FIRM No. 10119600

220406

# Final Plat

Altamura



# Standardized Agenda Request Form

| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-951 |
|---|---|

**From:**
REBEKAH DE LA FUENTE

**Subject:**
Discussion and consideration to approve the Final Plat for the Amended Plat of Mid-Valley International Industrial Park Subdivision being 146.09 acres out of Farm Tracts 1056,1057 and 1058 Blk 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of the intersection of Mile 9 & 1015 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

**Background:**
The proposed twenty (20) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through an 8" waterline and sewer by City of Weslaco through an 10" sewer line. The property is within a Flood Zone "X".

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

| Amount: | Term of Impact: | Identified in Current Budget: |
|---|---|---|

**Additional Action Prompted:**
Mayor's Signature

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

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

**Advisory Review, if any** (name of board/committee, date of action, recommendation)**:**
The Planning and Zoning Commission recommended approval of the final plat at their regular meeting of October 2, 2024.

| | |
|---|---|
| FLOR ELISA ACUNA | Created/Initiated |
| REBEKAH DE LA FUENTE | Approved |
| Martin Garza | New |

**City Manager Comments:**
Approved as recommended by Staff.

**Staff Recommendation:**
Staff recommends approval of Final Plat.

**Attachments, if any:**
Mid-valley international Industrial Park- Amended Final Plat- Memo, Amended plat -Mid-Valley International Industrial Park Subdivision, Mid-valley International Industrial Park- Areial, Mid-valley International Industrial Park- plat

**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**

**M E M O**

TO: Mayor and City Commission

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

RE: Mid-Valley International Industrial Park- Amended Final Plat

DATE: October 8, 2024

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The proposed use for the 20-lot subdivision will be a combined use of Industrial lots and eight commercial lots along FM 1015. The developer is amending the existing plat with minor corrections on lines table measurement and metes and bounds. The Planning & Zoning Commission recommended approval of the final plat.

Thank you,

Rebekah de la Fuente, CFM

# SUBDIVISION PLATTING APPLICATION

PLAT-000708-2024

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. _____

RECEIVED SEP 25 2024 BY

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

**STAFF USE ONLY**

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

## GENERAL INFORMATION

Name of Subdivision: Amended Plat of Mid-Valley International Industrial Park Subdivision

Location: Located on the Northeast corner of intersection Mile 9 & FM 1015

Legal Description: West and Adams Tract Subdivision 146.09 acre tract of land out of Farm tract 1056, 1057, and 1058 BLK 116

Is subdivision inside city limits? ☐ YES ☑ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: Commercial & Industrial

Existing Land Use: Commercial & Industrial Proposed Land Use: _____

Number of Lots Proposed: 20 Gross Acreage: 146.09

Title Report Submitted: ☐ YES ☐ NO

## OWNER INFORMATION

Owner's Name: The Economic Development Corporation of Weslaco Telephone: 956-969-0838

Address: 275 S. Kansas Ave. Suite A Fax: _____

City: Weslaco State: TX Zip: 78596 E-mail: svaldez@weslacoedc.com

## ENGINEER INFORMATION

Name: SAMES, Inc Telephone: 956-702-8880

Address: 200 S. 10th St. Suite 1500 Fax: _____

City: McAllen State: TX Zip: 78501 E-mail: iposadas@samengineering-surveying.cor

## UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: North Alamo Water Supply

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: Magic Valley Corporation

| | | |
|---|---|---|
| ☒ YES ☐ NO Phone Utility_____ | ☒ YES ☐ NO Gas Utility | ☒ YES ☐ NO Cable Utility |

Proposed subdivision is in the following districts:

| | |
|---|---|
| ☒ YES ☐ NO Drainage District HCDD 1 | ☒ YES ☐ NO Irrigation District HCCID 9 |

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

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

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

## SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

_____**Two (2)** sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to **rdelafuente@weslacotx.gov**
_____PDF copy of all documents submitted (emailed or USB)
_____**$355.00** Planning Review fee, **$100.00** Fire Review fee
_____One 11" X 17" reduced copy of plat
_____Plat Layout
- _____Existing & Proposed Easements
- _____Existing & Proposed ROW
- _____Existing & Proposed Drainage Easements
- _____Contours
- _____Flood Zones
- _____Adjoiners
- _____Existing street names

_____Drainage plans and calculations with engineer's seal
- _____Elevations
- _____Flood directional arrows
- _____Detention areas
- _____Street names

_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full

## SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

_____**Twelve (12)** sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to **rdelafuente@weslacotx.gov**
_____PDF copy of all documents submitted (emailed or USB)
_____**$355.00** Planning Review fee, **$100.00** Fire Review fee
_____One 11" X 17" reduced copy of plat
_____Plat Layout
- _____Existing & Proposed Easements
- _____Existing & Proposed ROW

_____Existing & Proposed Drainage Easements
_____Contours
_____Flood Zones
_____Adjoiners
_____Existing & Proposed street names
_____Utility Layout
_____Existing & Proposed Utilities
_____Proposed Fire Hydrants
_____Adjoiners
_____Street names
_____Drainage plans and calculations with engineer's seal
_____Elevations
_____Flood directional arrows
_____Detention areas
_____Street names
_____Proof of ownership of the property
_____If septic tank system required, submit soil evaluation report
_____Water Rights associated with the property
_____Tax Receipt for all taxing entities showing that taxes are paid in full
_____Number of fire hydrants proposed for subdivision

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

_____**Twelve (12)** sets of plans **FOLDED & STAPLED** (24 x 36) & **PDF** copy **with all corrections**
_____Plats to be sealed by Professional Engineer
_____Approved Drainage Report

**SUBMITTALS REQUIRED FOR FINAL (City Commission)**

_____One set of 8 ½ x 11 of plat and utilities with all corrections done

**SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING**

_____Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
_____Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
_____Traffic Impact Analysis (If required)
_____Notice of Intent
_____SW3P

**SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING**

_____Electronic file of final plat and as-builds
_____Reproducible plat to be recorded with all required signatures
_____3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
_____2% inspection fee
_____Checks or Receipts: HCCID #9; HCDD #1; County Clerk
_____Tax certificates
_____Memo from engineering inspector releasing subdivision
_____Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
_____30 Year Water and 30 Year Sewer Service Agreements
_____Park dedication/Fees in lieu of

**SUBMITTALS REQUIRED FOR RECORDING BY SECURITY**

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

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

# PROPOSED
# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

**Weslaco, Texas**

# DRAINAGE REPORT

**Prepared For:**

**Hidalgo County Drainage District #1**
**902 N. Doolittle**
**Edinburg, Texas 78541**

STATE OF TEXAS
JESSICA M. MALDONADO
111579
LICENSED
PROFESSIONAL ENGINEER
Rev4
06/23/22

**Prepared By:**

SAMES
SAM ENGINEERING & SURVEYING


Reg. No. F-10602
**SAM Engineering & Surveying**
200 S. 10St, Ste. 1500
McAllen, TX 78501
Tel 956.702.8880; Fax 956.702.8883


**August 2021**
**Rev'd June 2022**

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SAM Engineering and Surveying
SAMES
SAM ENGINEERING & SURVEYING
Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South 10th Street, Suite 1500, McAllen, Texas 78501
Phone: (956) 702-8880 Fax: (956) 702-8883

# DRAINAGE REPORT

**Mid-Valley International Industrial Park Subdivision**
Weslaco, Texas

## 1. PROJECT DESCRIPTION

### A. Site Summary

The proposed Weslaco Industrial Park Subdivision is a 146.09 gross acre industrial subdivision out of Farm Tract 1056, Farm Tract 1057, and Farm Tract 1058, Adams Tract Subdivision, an addition to Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 34-37, Map Records of Hidalgo County, Texas. The proposed subdivision is located at the Northeast corner of F.M. 1015 and Mile 9 Rd N and was voluntarily annexed to be within the City Limits of Weslaco, Texas.

### B. Flood plain

The subject property is located in Flood Zone "X", defined as Area 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 according to FEMA's Flood Rate Insurance Rate Map, Community-Panel Number 480334 0450 C, map revised June 6, 2000. See attached FEMA FIRM map with project location and community panel for reference.

### C. Soil Conditions

According to the Soil Survey Report prepared for Hidalgo County by the U.S.D.A Soil Conservation Services, the site consists of mostly (28) Hidalgo sandy clay loam, 0-1 percent slopes (approximately 57.7% of site), (25) Hidalgo fine sandy loam, 0-1 percent slopes (approximately 19.5% of site), and (52) Raymondville clay loam, 0-1 percent (approximately 22.9% of site). Soil map units (28) Hidalgo sandy clay loam and (25) Hidalgo fine sandy loam are classified as part of Hydrologic Group 'B', while soil map unit (52) Raymondville clay loam is classified as being part of Hydrologic Group 'C'.

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South 10th Street, Suite 1500, McAllen, Texas 78501
Phone: (956) 702-8880 Fax: (956) 702-8883

## 2. SITE HYDROLOGY ANALYSIS

### A. Calculation Methods

Hydrology analysis was conducted using Hydrologic Engineering Center software, HEC-HMS. This software will simulate the overall hydrologic process over the project watershed area and produce and anticipated watershed volume for a 10, 50, and 100-year frequency storm event. Various design parameters control the software output and include such information such as watershed characteristics and soil type properties, and frequency storm data. The characteristics of the project sub-basins identified to contribute a total watershed of approximately 146.09-acres were inputted into the HEC-HMS model and are more specifically detailed as follows:

The Soil Conservation Service (SCS) Curve Number method was selected and utilized to calculate incremental precipitation losses during a storm event. A composite curve number (CN) was determined for each sub-basin representative of its contributing soil groups. The CN is based on soil type, land use, and vegetation cover of the watershed. The CN values determined were obtained from Table 4-18 from the TxDOT Hydraulic Design Manual. A composite curve number was calculated to incorporate the different proposed land use. The composite curve number was obtained by using the following equation:

$$CN = \frac{1}{A}[A_1CN_1 + A_2CN_2 + A_3CN_3 \dots]$$

*Table 1: TxDOT CN Table*

| Cover Type and Hydrologic Condition | Average percent impervious area | Soil Class | | | |
|---|---|---|---|---|---|
| | | A | B | C | D |
| Commercial and business | 85 | 89 | 92 | 94 | 95 |
| Industrial | 72 | 81 | 88 | 91 | 93 |
| Row Crops: straight row (SR) + Crop residue cover (CR) (Good) | | 64 | 75 | 82 | 86 |
| Streets and roads: | | | | | |
| Paved; curbs and storm drains | | 98 | 98 | 98 | 98 |

The calculation of initial abstraction accounts for the interception of rainfall by vegetation, infiltration during storm and surface storage. Initial abstraction was estimated with the following formula:

$$Ia = 0.2S$$

Where S is determined by $S = z(\frac{100}{CN} - 1)$

Determination of the percentage of impervious coverage for each sub-basin was considered separately as required by the software inputs and was determined by evaluation of existing land use designation. The percentage of impervious cover was also determined for the proposed conditions based on the layout of the site, which incorporated the areas to be used for industrial, commercial, roadway and undeveloped areas for detention. Input specifics established for each sub-basin can be found in Table 2 below:

*Table 2: Loss Method Table*

| LOSS METHOD TABLE | | | | |
|---|---|---|---|---|
| | Existing | | Proposed | |
| Subbasin Identification | Curve Number | Impervious Cover (%) | Composite Curve Number | Composite Impervious Cover (%) |
| Subbasin 5A1 | 76 | 3 | 89.82 | 71.04 |
| Subbasin 5A4 | 76 | 3 | 88.22 | 67.49 |
| Subbasin 6A1 | 75 | 0 | 85.89 | 57.69 |
| Subbasin 6A2 | 75 | 0 | 86.41 | 58.54 |
| Subbasin 6A3 | 75 | 0 | 85.94 | 49.92 |

The determination of the watershed runoff of each sub-basin is calculated within the software by the selection of transform method, specifically a unit hydrograph method – the SCS Unit Hydrograph Transform method.

The watershed was modeled in HEC-HMS with a unit hydrograph PRF value of 484 (Standard) for all sub-basins, however for each sub-basin the corresponding Lag Time was calculated using the below formula:

$$Tlag = \frac{L^{0.8}(S+1)^{0.7}}{1900(\%Slope)^{0.5}}$$

Where:

Tlag = Lag Time (hr)

L = Length of longest drainage path (ft)

S = (1000/CN)-10

CN = Curve Number

% Slope = Average Watershed Slope (%)

*Table 3: Lag-Time Table*

| Subbasin Identification | Area ($mi^2$) | PRF Value | Lag Time (min) | |
|---|---|---|---|---|
| | | | Existing | Proposed |
| Subbasin 5A1 | 0.0547923 | 484 | 131.251 | 13.186 |
| Subbasin 5A4 | 0.0547923 | 484 | 131.251 | 14.048 |
| Subbasin 6A1 | 0.0375424 | 484 | 96.392 | 12.813 |
| Subbasin 6A2 | 0.0260324 | 484 | 96.392 | 12.577 |
| Subbasin 6A3 | 0.0290625 | 484 | 96.392 | 12.793 |

The meteorological method utilized was the Precipitation – Frequency Storm method which models synthetic storm events from input variables such as intensity and duration for specific exceedance probability storms. As required by HCDD1, NOAA Atlas 14 was utilized for the most updated storm precipitation frequency estimates. See Table 3 below for precipitation frequency estimates obtained for a 10 and 50-year storm events. This information was input into the meteorological model, stated in inches to represent anticipated rainfall depth at various time intervals during a storm duration.

*Table 4: Rainfall Depth Estimates (Inches)*

| RAINFALL DEPTH ESTIMATES | | | |
|---|---|---|---|
| YEAR STORM | | | |
| Duration | 10 YR | 50 YR | 100 YR |
| 15 min | 1.59 | 2.17 | 2.42 |
| 60 min | 2.95 | 4.03 | 4.51 |
| 2 hr | 3.63 | 5.14 | 5.85 |
| 3 hr | 4.03 | 5.84 | 6.72 |
| 6 hr | 4.73 | 7.05 | 8.22 |
| 12 hr | 5.47 | 8.25 | 9.68 |
| 24 hr | 6.24 | 9.48 | 11.1 |

The combination of meteorological characteristics and watershed land surface conditions simulated in HEC-HMS, provided numerical results to quantify expected watershed runoff. According to the HEC-HMS output tables and the quality control reviews completed during the development of this report, SAM Engineering and Surveying determines the watershed for the project will produce peak flows as shown below in Table 5.

*Table 5: Storm Event Peak Flow*

| STORM EVENT PEAK FLOW | | | | | | |
|---|---|---|---|---|---|---|
| | Existing | | | Proposed | | |
| | 10 YR (cfs) | 50 YR (cfs) | 100 YR (cfs) | 10 YR (cfs) | 50 YR (cfs) | 100 YR (cfs) |
| Subbasin 5A1 | 28.2 | 48.7 | 58.7 | 138.4 | 191.9 | 215.3 |
| Subbasin 5A4 | 41.3 | 71.3 | 85.9 | 191.3 | 266.9 | 300.1 |
| Subbasin 6A1 | 23.0 | 40.0 | 48.1 | 92.7 | 130.9 | 147.6 |
| Subbasin 6A2 | 16.0 | 27.7 | 33.4 | 65.5 | 92.2 | 103.8 |
| Subbasin 6A3 | 17.8 | 30.9 | 37.3 | 71.0 | 100.8 | 113.8 |
| **Total:** | **126.3** | **218.6** | **263.4** | **558.9** | **782.7** | **880.6** |

*Table 6: Outfall Flow Verification*

| OUTFALL FLOW VERIFICATION | | |
|---|---|---|
| | Pre-Developed Flow (cfs) | Prop. Outfall Flow (cfs) |
| Subbasin 5A1 | 28.2 | 28.0 |
| Subbasin 5A4 | 41.3 | 40.2 |
| Subbasin 6A1* | 23.0 | - |
| Subbasin 6A2* | 16.0 | - |
| Subbasin 6A3 | 17.8 | 17.1 |

**Subbasins 6A1 and 6A2 outfall directly to existing drainage ditch #17, segment 0346 which will be excavated to mitigate the increased rate of runoff. Refer to "Proposed Conditions" segment of this report.*

## B. Existing Conditions

The subject project site is currently vacant and developed for agricultural use. Existing runoff is by overland flow and shallow concentrated flow in the easterly direction at a slope of approximately 0.25% to an existing drainage ditch #17, segment 0346 owned by Hidalgo and Cameron Counties Irrigation District #9 and will be maintained by the City of Weslaco. In accordance with City of Weslaco and H.C.D.D. No. 1 drainage policies, the existing 10-year pre-development storm water runoff was

determined using the above-mentioned methodology. The total contributing 10-year pre-developed storm water runoff from this site is approximately **126.3 cfs (43.4 ac-ft).**

**C. Proposed Conditions**

The proposed development will include 8 commercial (B-2) lots, 21 industrial (I) lots, and internal public access roadways. A summary of pre-developed and post-developed hydrologic conditions utilizing the HEC-HMS software is included in this report. Improvements in the form of roofs and other impervious cover will increase the curve number from 75-76 to a composite range of 85-89. A storm sewer system comprised of curb and gutter, storm drain inlets, and storm sewer piping will capture and convey post-development storm water runoff to a system of proposed regional linear detention areas and a detention pond. The proposed linear detention areas, detention pond, and associated easements will be owned and maintained by a Business Owner's Association. Ultimately, storm water runoff will discharge to drainage ditch #17, segment 0346 (currently owned by H.C.C.I.D. No. 9 and will be maintained by the City of Weslaco) located within the property at a rate not to exceed the existing pre-development 10-year storm runoff rate.

In accordance with the City of Weslaco and H.C.D.D. No.1, the 50-year frequency storm event was utilized to determine the peak rate of post-development runoff for this site. As per the attached calculations, the anticipated post-development peak runoff rate is **782.7 cfs (107.9 ac-ft),** for an increase of **656.4 cfs (64.5 ac-ft).**

Therefore, it has been determined that a total of **2,809,616 cubic-feet (64.5 Ac.-ft.)** of storm water runoff will be required to be detained for the proposed development. To accomplish this, a portion, approximately **1,673,351 cubic-feet (38.4 ac-ft),** of the total required volume will be detained within multiple linear detention ditches and one (1) detention pond within the proposed development. Said detention facilities will be incorporated in drainage easements owned and maintained by a Business Owner's Association associated with this subdivision. Subbasins 6A1 and 6A2 will discharge directly to the drainage ditch through overland and collection system flow. The remaining portion of the total detention volume, **1,136,265 cubic-feet (26.1 Ac.-Ft.)**, will be required to be excavated from the existing drainage ditch to mitigate the post-development 50-year peak runoff rate from subbasins 6A1

**SAM Engineering and Surveying**

SAMES

Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 South 10th Street, Suite 1500, McAllen, Texas 78501
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and 6A2. To meet these requirements, approximately **1,303,751 cubic-feet (29.9 ac.-ft.)** will be excavated from the existing drainage ditch #17, segment 0346, improving it from an existing ditch cross section of ±110 ft. to ±120 ft. (refer to Drainage Layout, Section C, F & G). The total detention volume provided is **2,977,102 cubic-feet (68.33 Ac.-Ft.).**

## 3. CONCLUSION

Adverse drainage impacts were considered in our analysis and are minimized with proposed improvements in accordance with the City of Weslaco and County of Hidalgo drainage policies. A storm sewer system comprised of curb and gutter, storm drain inlets, and storm sewer piping will capture and convey post-development storm water runoff to a system of proposed regional linear detention areas and a detention pond. Ultimately, storm water runoff will discharge to drainage ditch #17, segment 0346 (owned by H.C.C.I.D. No. 9 and maintained by the City of Weslaco), it will then continue to flow in a south easterly direction until it reaches its ultimate outfall at the IBWC Floodway. The proposed on-site detention facilities and additional excavation of adjacent existing drainage ditches will help detain flows on site to existing conditions prior to leaving the subject property; therefore, there will be no adverse drainage impact on the watershed downstream.

Jessica M. Maldonado, PE, PMP
SAMES, Inc.

STATE OF TEXAS
JESSICA M. MALDONADO
111579
LICENSED
PROFESSIONAL ENGINEER
Rev 4
06/23/22

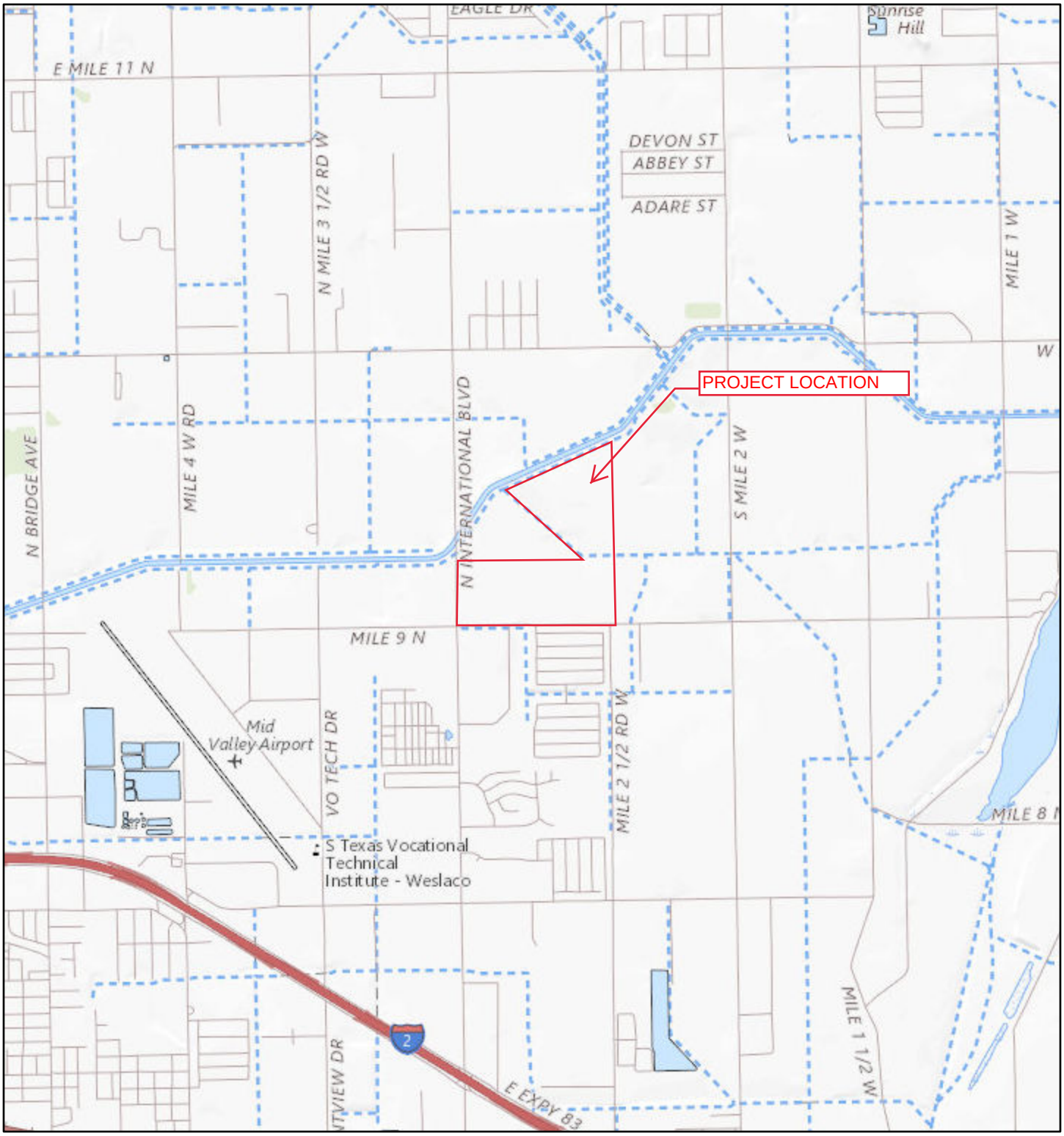
☐ REJECTED
☑ APPROVED FOR SUBMITTAL
☐ TO H.C. PLANNING DEPT.
☑ TO CITY
☑ DISCHARGE PERMIT REQUIRED
☐ DISTRICT FACILITY
☑ CITY FACILITY
☐ OTHER

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

H.C.D.D. NO. 1 — DATE 7-11-22

# Maps

# Weslaco Industrial Park - Location Map




5/25/2021, 3:21:14 PM

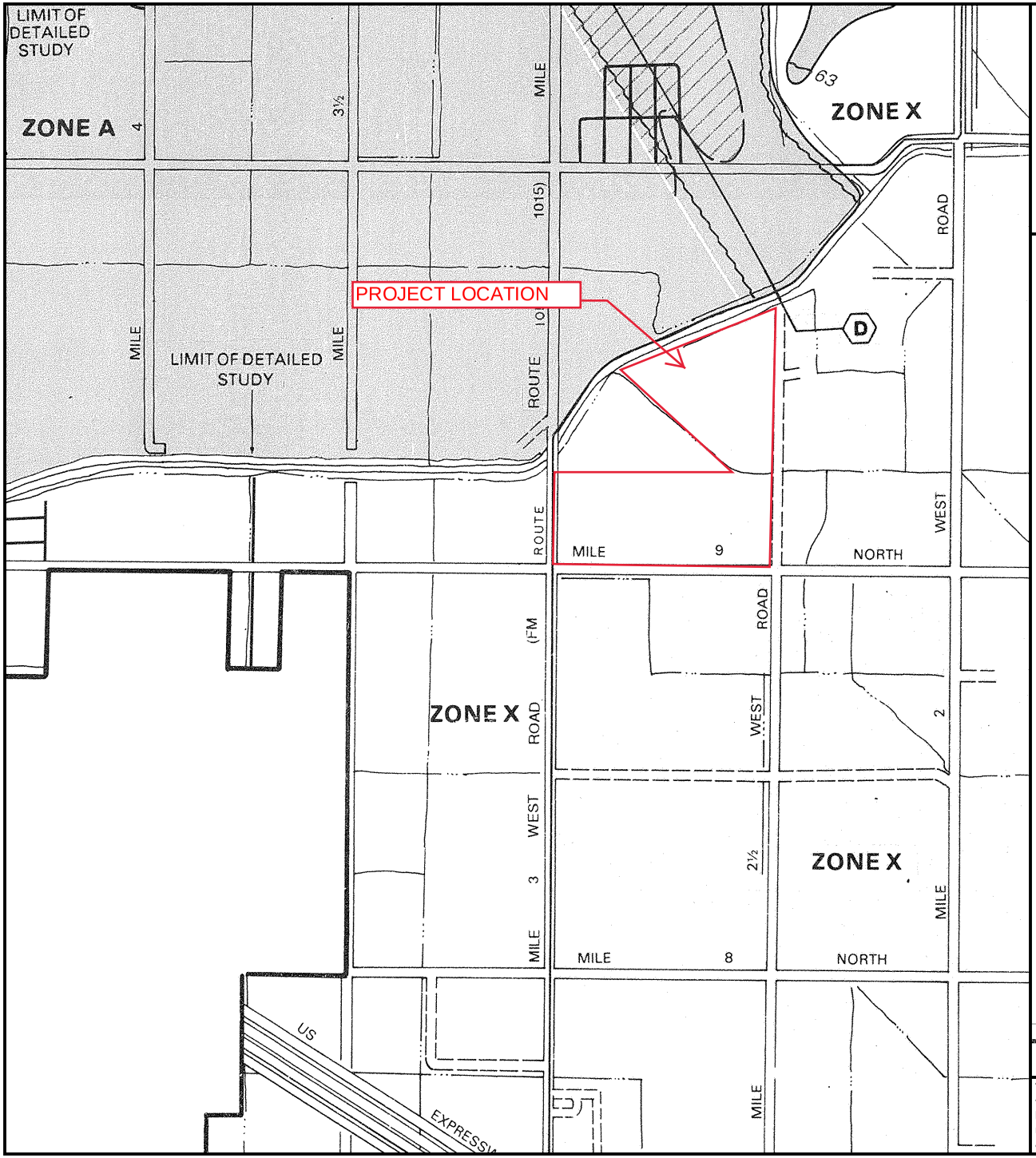
1:36,112

0 0.28 0.55 1.1 mi

0 0.42 0.85 1.7 km

USGS The National Map: National Boundaries Dataset, 3DEP Elevation Program, Geographic Names Information System, National Hydrography Dataset, National Land Cover Database, National Structures Dataset, and National Transportation Dataset; USGS Global Ecosystems; U.S. Census

USGS
2021 USGS




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

APPROXIMATE SCALE

2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

# FIRM
## FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

**COMMUNITY-PANEL NUMBER**
480334 0450 C

**MAP REVISED:**
JUNE 6, 2000

Federal Emergency Management Agency

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

# LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

**ZONE A** No base flood elevations determined.

**ZONE AE** Base flood elevations determined.

**ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.

**ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.

**ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.

**ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.

**ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

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

OTHER AREAS

**ZONE X** Areas determined to be outside 500-year floodplain.

**ZONE D** Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS†

Identified 1983 | Identified 1990 | Otherwise Protected Areas

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

Floodplain Boundary

Floodway Boundary

Zone D Boundary

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

513 Base Flood Elevation Line; Elevation in Feet*

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

APPROXIMATE SCALE

2000 0 2000 FEET

NATIONAL FLOOD INSURANCE PROGRAM

# FIRM
## FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

**COMMUNITY-PANEL NUMBER**
480334 0450 C

**MAP REVISED:**
JUNE 6, 2000

Federal Emergency Management Agency

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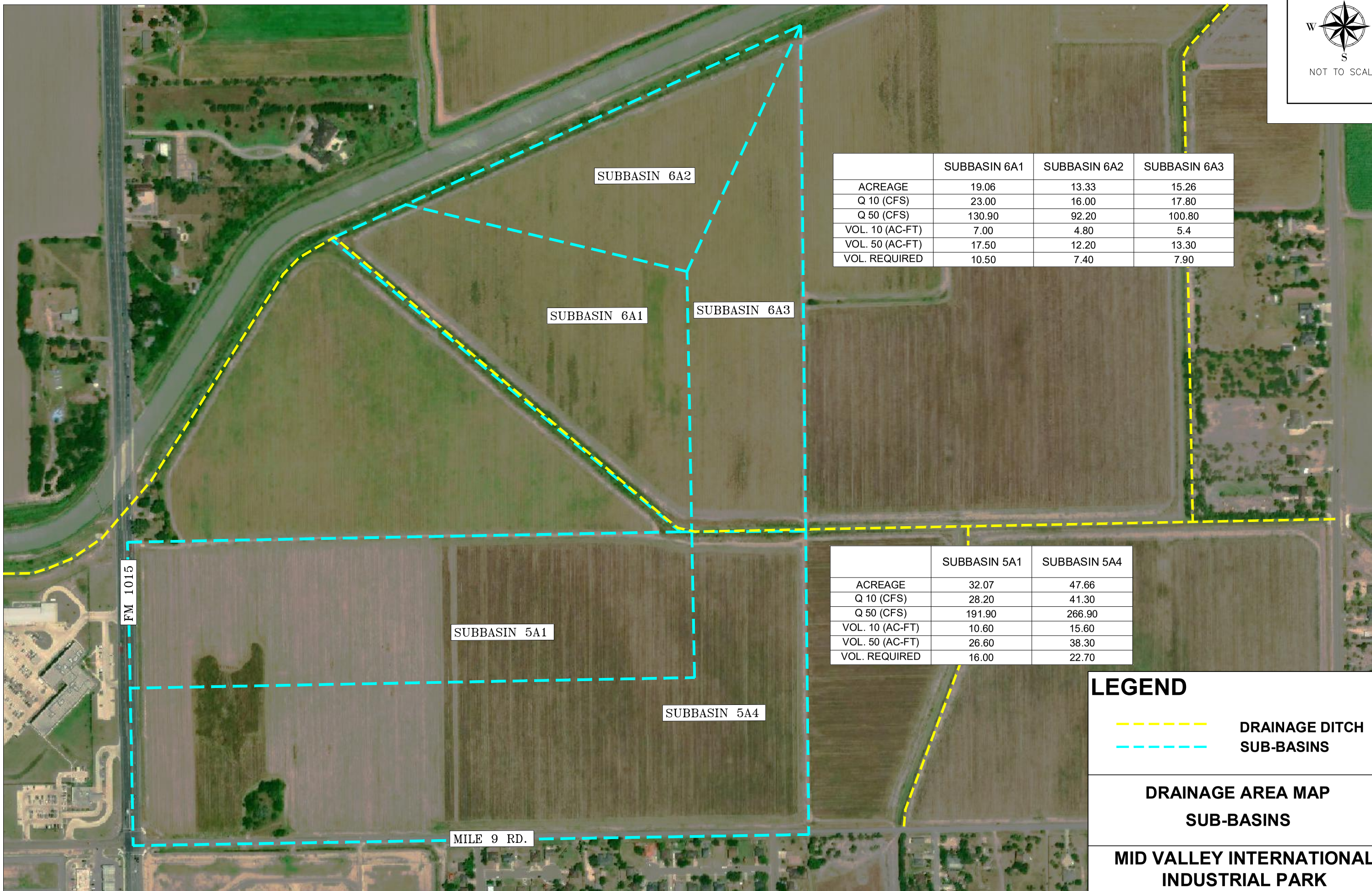



| | SUBBASIN 6A1 | SUBBASIN 6A2 | SUBBASIN 6A3 |
|---|---|---|---|
| ACREAGE | 19.06 | 13.33 | 15.26 |
| Q 10 (CFS) | 23.00 | 16.00 | 17.80 |
| Q 50 (CFS) | 130.90 | 92.20 | 100.80 |
| VOL. 10 (AC-FT) | 7.00 | 4.80 | 5.4 |
| VOL. 50 (AC-FT) | 17.50 | 12.20 | 13.30 |
| VOL. REQUIRED | 10.50 | 7.40 | 7.90 |

| | SUBBASIN 5A1 | SUBBASIN 5A4 |
|---|---|---|
| ACREAGE | 32.07 | 47.66 |
| Q 10 (CFS) | 28.20 | 41.30 |
| Q 50 (CFS) | 191.90 | 266.90 |
| VOL. 10 (AC-FT) | 10.60 | 15.60 |
| VOL. 50 (AC-FT) | 26.60 | 38.30 |
| VOL. REQUIRED | 16.00 | 22.70 |

## LEGEND

DRAINAGE DITCH

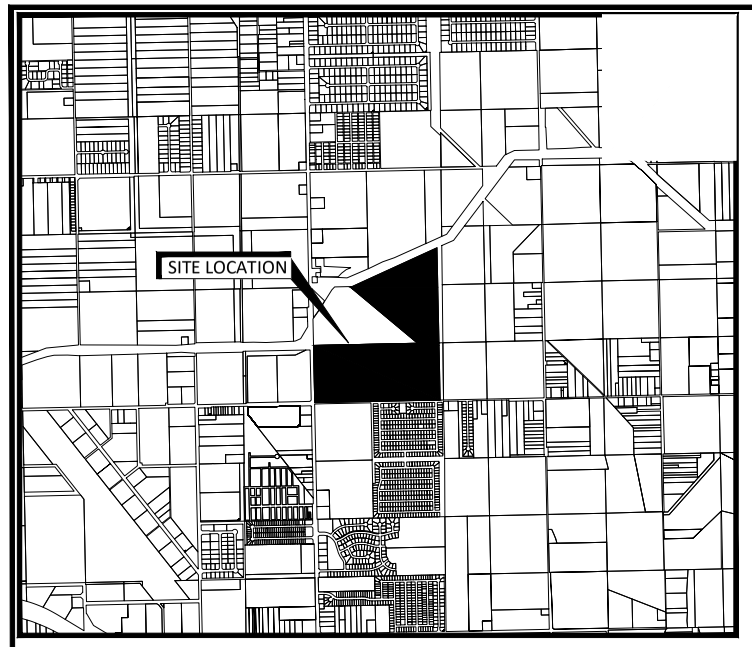
SUB-BASINS

**DRAINAGE AREA MAP**

**SUB-BASINS**

**MID VALLEY INTERNATIONAL INDUSTRIAL PARK**

**HIDALGO COUNTY**




LOCATION MAP
SCALE: 1"=2000'

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS MID-VALLEY INTERNATIONAL INDUSTRIAL PARK, DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF THE STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

ECONOMIC DEVELOPMENT CORPORATION OF WESLACO
275 S KANSAS AVE.
WESLACO, TEXAS, 78596
HIDALGO COUNTY, TEXAS

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED STEVEN VALDEZ, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____, 20__.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

## COUNTY OF HIDALGO
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 20__.

ATTEST: HIDALGO COUNTY JUDGE DATE

HIDALGO COUNTY CLERK DATE

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

ON: _____ AT _____ AM/PM.

INSTRUMENT NUMBER_____
OF MAP RECORD OF HIDALGO COUNTY TEXAS.

BY: _____ DEPUTY.

| INDEX TO SHEETS OF MID-VALLEY INTERNATIONAL INDUSTRIAL PARK | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT #2, AND H.C.H.D. REVISION NOTES. |
| SHEET 2 – 3 | PLAT WITH LOT AND EASEMENT DESIGNATIONS |

## STATE OF TEXAS
## COUNTY OF HIDALGO

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

CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO DATE

CITY CLERK DATE

## HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION
## COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

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

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

## STATE OF TEXAS
## HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

DATE THIS _____ DAY OF _____ 20_____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

## RIGHT-OF-WAY EASEMENT
## COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS , ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, 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 CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

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

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

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

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20_____.

WESLACO ECONOMIC DEVELOPMENT CORPORATION
OWNER

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_____ DAY OF _____, 20_____.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

SURVEY NOTES:

1. BASIS OF BEARING: SOUTH LINE OF FARM TRACT 1056, ADAMS TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
2. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
3. ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

GENERAL NOTES

1. THIS SUBDIVISION LIES WITHIN THE CITY OF WESLACO, TEXAS CITY LIMITS.
2. SUBDIVISION ZONING IS AS FOLLOWS:
   LOTS 1A–1D & LOTS 23A–23D.....B–2 (SECONDARY AND HIGHWAY BUSINESS DISTRICT)
   LOTS 2 – 22..... I (INDUSTRIAL DISTRICT)
3. MINIMUM SETBACK FOR ZONE B–2 ARE AS FOLLOWS:
   (EXCEPT WHERE EASEMENT APPLIES)
   FRONT..... 20 FEET
   REAR..... 10 FEET
   SIDES..... 5 FEET
   CORNER LOT SIDE..... 10 FEET

   MINIMUM SETBACK FOR ZONE I ARE AS FOLLOWS:
   (EXCEPT WHERE GREATER EASEMENT APPLIES)
   FRONT..... 20 FEET
   REAR..... 10 FEET
   SIDES..... 5 FEET
   CORNER LOT SIDE..... 10 FEET
4. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: "ZONE X" – AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN.
   COMMUNITY–PANEL NUMBER: 480334 0450 C
   MAP REVISED: JUNE 06, 2000
5. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
6. A 6 FT SIDEWALK IS REQUIRED ALONG FM 1015 AND A 5 FT SIDEWALK IS REQUIRED ALONG MILE 9 ROAD UPON THE ISSUANCE OF A NOTICE TO PROCEED.
7. A 5 FT SIDEWALK (LOCATED 3–FT BEHIND BACK OF CURB) WITH ADA RAMPS IS REQUIRED ALONG BOTH SIDES OF INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS OR COMMON AREAS, THE LOT OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
8. ALL INTERIOR LOT CORNERS WILL BE MARKED BY A SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED SAMES.
9. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF THE ADJACENT CURB. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
10. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND AS DESCRIBED AS:
    BENCHMARK No. 1: ELEV. 67.200 FEET; 1/2 INCH ROD LOCATED NEAR THE NORTHEAST INTERSECTION OF FM 1015 AND MILE 9 N RD.
11. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 64.50 ACRE–FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: REGIONAL ONSITE DETENTION AREAS AS WELL AS WIDENING OF ADJACENT EXISTING DRAINAGE DITCHES #17, SEGMENT 0346.
12. INDIVIDUAL LOT DEVELOPERS SHALL SUBMIT A DRAINAGE REPORT FOR THEIR RESPECTIVE DEVELOPMENT. IF THE REQUIRED DETENTION VOLUME EXCEEDS WHAT HAS BEEN PROVIDED FOR THE SITE, THE DEVELOPER IS RESPONSIBLE FOR PROVIDING THE DIFFERENCE IN VOLUME AND DETENTION.
13. LOTS 1A THRU 1D AND 23A THROUGH 23D SHALL NOT DISCHARGE STORMWATER RUNOFF TO TxDOT DRAINAGE SYSTEM.
14. STORMWATER RUNOFF FOR EACH LOT SHALL BE ACCOMPLISHED AS FOLLOW:
    – LOTS 1A THRU 7.....CONVEY RUNOFF TO ECONOMIC AVE.
    – LOTS 8 THRU 9.....CONVEY RUNOFF TO DRAINAGE EASEMENT ALONG BACK OF LOTS
    – LOTS 10 THRU 15.....CONVEY RUNOFF TO DRAINAGE EASEMENT AND/OR R.O.W. ALONG BACK OF LOTS
    – LOTS 16 THRU 23D.....CONVEY RUNOFF TO DRAINAGE EASEMENT ALONG BACK OF LOTS
15. NO FILL OR 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.
16. ROUTINE MAINTENANCE OF WEEDS AND GRASS IN ALL DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER, HOA, OR PROPERTY OWNER ASSOCIATION ON WHICH THE EASEMENT IS LOCATED.
17. LOT A IS A GREENBELT LOT FOR DRAINAGE PURPOSES AND SHALL BE MAINTAINED BY THE HOA OR PROPERTY OWNER ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS.
18. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
19. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 10.00 FEET AS NOTED. 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.
20. NO ABOVE GROUND UTILITIES WILL BE PERMITTED WITHIN THIS SUBDIVISION.
21. LOT OWNER(S) 1A THRU 1D AND 23A THROUGH 23D SHALL PROVIDE SHARED COMMON CROSS ACCESS BETWEEN LOTS. A RECIPROCAL ACCESS AGREEMENT IS REQUIRED BETWEEN COMMERCIAL LOTS.
22. NO ACCESS DIRECTLY ONTO MILE 9 ROAD SHALL BE PERMITTED FOR LOTS 2 THROUGH 8.
23. NO ACCESS WILL BE ALLOWED TO MILE 2–1/2 RD.
24. THIS IS A PARTIAL PRIVATE STREET SUBDIVISION. DEVELOPMENT DR. IS DESIGNATED AS A PRIVATE STREET FROM MILE 9 N. RD. R.O.W. TO CENTER OF ECONOMIC AVE. R.O.W. THIS PORTION OF SUCH STREET HAS NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS. IT SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION WITHIN THE SUBDIVISION. THE STREET SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
25. ALL SUCH PRIVATE STREETS SHALL BE DESIGNATED AS INGRESS / EGRESS ACCESS, UNDERGROUND ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION, DRAINAGE, WATER, SANITARY SEWER, AND PEDESTRIAN EASEMENTS.
26. ALL PRIVATE STREETS, INCLUSIVE OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY, AND REPAIR.
27. AFTER THE RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTIONS (CCRS) TO THUS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.
28. THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO, TEXAS, HARMLESS AND INDEMNIFY SAID CITY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS, PRIVATE STREET LIGHTING, AND ANY OTHER PRIVATE IMPROVEMENT IN THE PRIVATE STREET AREA.
29. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.
30. A STORMWATER POLLUTION PREVENTION PLAN IS REQUIRED PRIOR TO CONSTRUCTION.
31. LANDSCAPING IS REQUIRED AS PER CITY ORDINANCE.
32. ALL COMMON ACCESS, PARKING, AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
33. INDIVIDUAL LOT DEVELOPERS SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE WATER PRESSURE FOR THE REQUIRED FIRE PROTECTION/SUPPRESSION SYSTEM FOR THEIR RESPECTIVE DEVELOPMENT.
34. SITE PLAN APPROVAL REQUIRED FOR EACH LOT PRIOR TO ISSUANCE OF A BUILDING PERMIT.
35. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
36. A MINIMUM SIX–FOOT BUFFER FENCE SHALL BE REQUIRED ALONG ANY NATURAL AND/OR MANMADE HAZARD SUCH AS OPEN CANAL, OPEN DITCH, CALICHE PIT, AND HOLDING POND.

TXDOT NOTES

1. OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN FM 1015 R.O.W..
2. MAXIMUM ACCESS POINTS TO FM 1015 FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS." THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM OF THREE (3) ACCESS POINTS.
3. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT–OF–WAY SHALL BE DIRECTED BY TXDOT.
4. ANY TRAFFIC CONTROL MEASURES (LEFT–TURN LANE, RIGHT–TURN LANE, ACCEL. LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.

# MID–VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 – 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING METES AND BOUNDS:

## METES AND BOUNDS

TRACT I:
A 35.26 ACRES (1,535,942.23 SQ.FT.) TRACT OF LAND OUT OF FARM TRACT 1056, AND A 44.95 ACRE (1,957,987.89 SQ.FT.), TRACT OF LAND OUT OF FARM TRACT 1057, WEST AND ADAMS TRACTS SUBDIVISION, THEREOF CONVEYED TO THE WESLACO ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN DOCUMENT No. 322370, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

TRACT II:
A 6.04 ACRES (263,119.42 SQ.FT.) TRACT OF LAND OUT OF FARM TRACTS 1056 AND 1057, AND A 59.84 ACRES (2,606,613.45 SQ.FT.) TRACT OF LAND OUT OF FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, THEREOF CONVEYED TO SAN JACINTO ENTERPRISES, LLC, DOCUMENT No. 3053281, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

COMMENCING; AT THE COMMON CORNERS OF FARM TRACT 1056, WEST AND ADAMS TRACTS SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, THENCE; SOUTH 01°09'51" EAST, ALONG THE COMMON LINE OF FARM TRACT 1056 AND 1040, A DISTANCE OF 20.00 FEET, TO A POINT ON THE CENTERLINE OF MILE 3 ROAD WEST, THENCE; SOUTH 88°50'09" WEST, PARALLEL TO THE SOUTH LINE OF FARM TRACT 1056, A DISTANCE OF 110.00 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, AT THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD (HAVING A 60.0' RIGHT OF WAY) NORTH, BEING THE POINT OF BEGINNING, HAVING A GRID COORDINATE OF E=1161696.9262, N=165592940.5393, ALONG A CORNER CLIP TO A SET (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES", FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 46°09'51" WEST, A DISTANCE OF 70.71 FEET, TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF MILE 3 ROAD WEST (HAVING A 120.0' RIGHT OF WAY), FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 01°09'51" EAST (NORTH), ALONG THE EAST RIGHT OF WAY LINE OF SAID MILE 3 ROAD WEST (F.M. 1015), A DISTANCE OF 1,250.0 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, FOR AN EXTERNAL CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 88°50'09" EAST (EAST), ALONG THE SOUTH LINE OF A TRACT OF LAND THEREOF CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, A DISTANCE OF 2,346.50 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 50°06'51" WEST (NORTH 48°57'00" WEST), ALONG THE EAST LINE OF SAID TRACT OF LAND CONVEYED TO SAID RAUL PEREZ AND RAQUEL PEREZ, A DISTANCE OF 1,984.65 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", ON THE SOUTH RIGHT OF WAY LINE OF A 220.00' IRRIGATION CANAL RIGHT OF WAY, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 65°30'10" EAST (NORTH 66°40'00" EAST), ALONG A DISTANCE OF 2,244.88 FEET, TO A SET HALF (1/2) INCH IRON ROD STAMPED "SAMES", FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 00°39'51" WEST (SOUTH 00°30'00" WEST), AT A DISTANCE OF 2,322.59 FEET, PASS A HALF (1/2) INCH IRON ROD, A TOTAL DISTANCE OF 3,492.59 FEET, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 88°50'09" WEST (WEST), ALONG THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD NORTH, A DISTANCE OF 2,830.62 FEET, TO A HALF (1/2) INCH FOUND IRON ROD, BEING THE POINT OF BEGINNING, CONTAINING A 146.09 ACRE (6,363,662.99 SQ. FT.) GROSS, TRACT OF LAND, MORE OR LESS.

## STATE OF TEXAS
## COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

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

OSCAR HERNANDEZ, RPLS NO. 5005 DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, NADIA M. LOPEZ, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
NADIA M. LOPEZ
111683
LICENSED
PROFESSIONAL ENGINEER

NADIA M. LOPEZ, PE NO. 111683 DATE

PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE |
|---|---|---|---|---|
| OWNER: | EDC OF WESLACO | 275 S KANSAS AVE. | WESLACO, TEXAS 78596 | (956) 969–0838 |
| ENGINEER: | NADIA M. LOPEZ, P.E. | 200 S. 10TH ST, STE. 1500 | McALLEN, TEXAS 78501 | (956) 702–8880 |
| SURVEYOR: | OSCAR HERNANDEZ, RPLS | 200 S. 10TH ST, STE. 1500 | McALLEN, TEXAS 78501 | (956) 702–8880 |

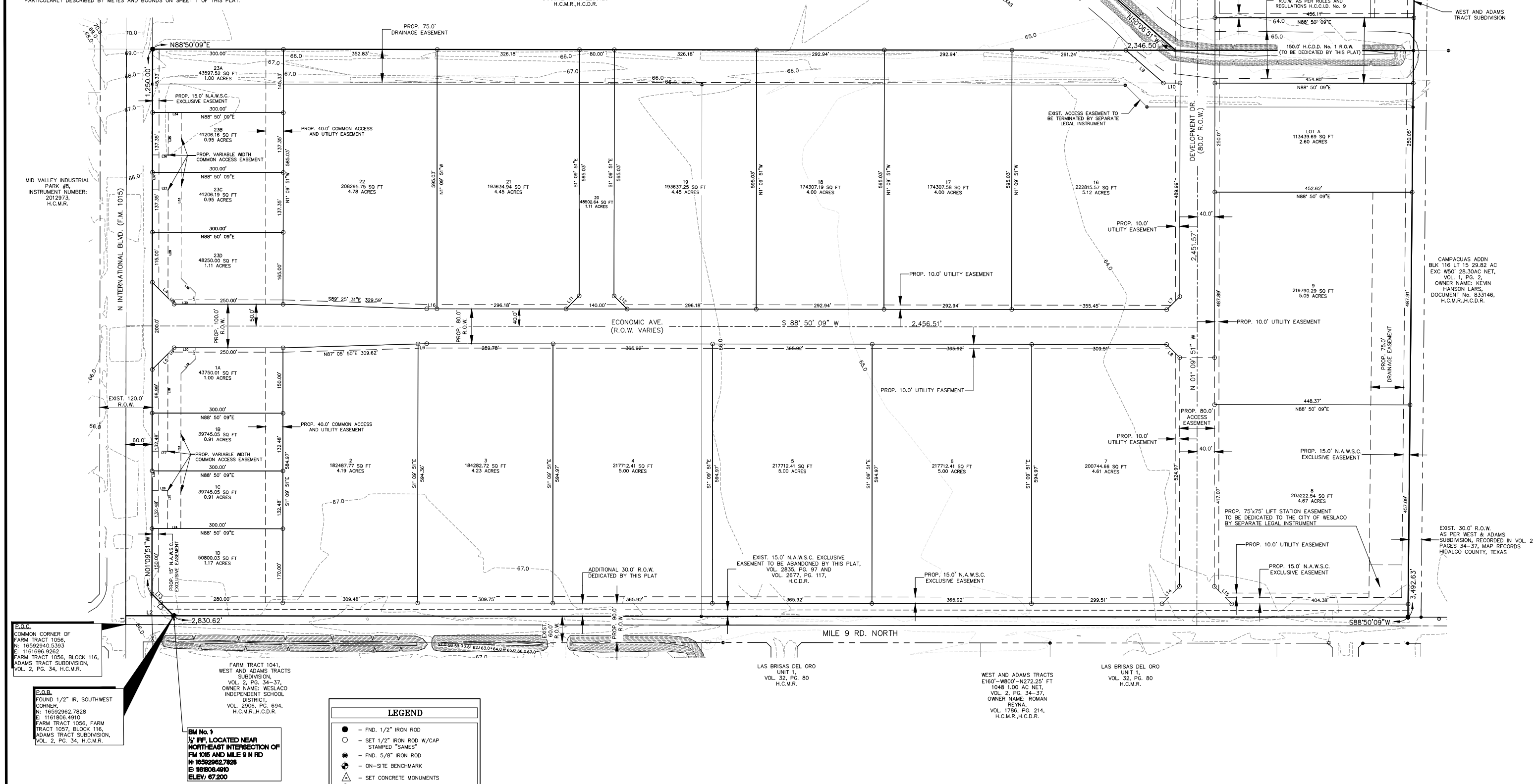
DATE OF PREPARATION: JUNE 2022



REGISTRATION # F–10602
SAMES
SAM Engineering & Surveying
200 S. 10th St, Ste. 1500
McAllen, TEXAS 78501
TEL. (956) 702–8880
FAX: (956) 702–8883

# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 30 – LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 – 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.




SHEET 2 OF 3

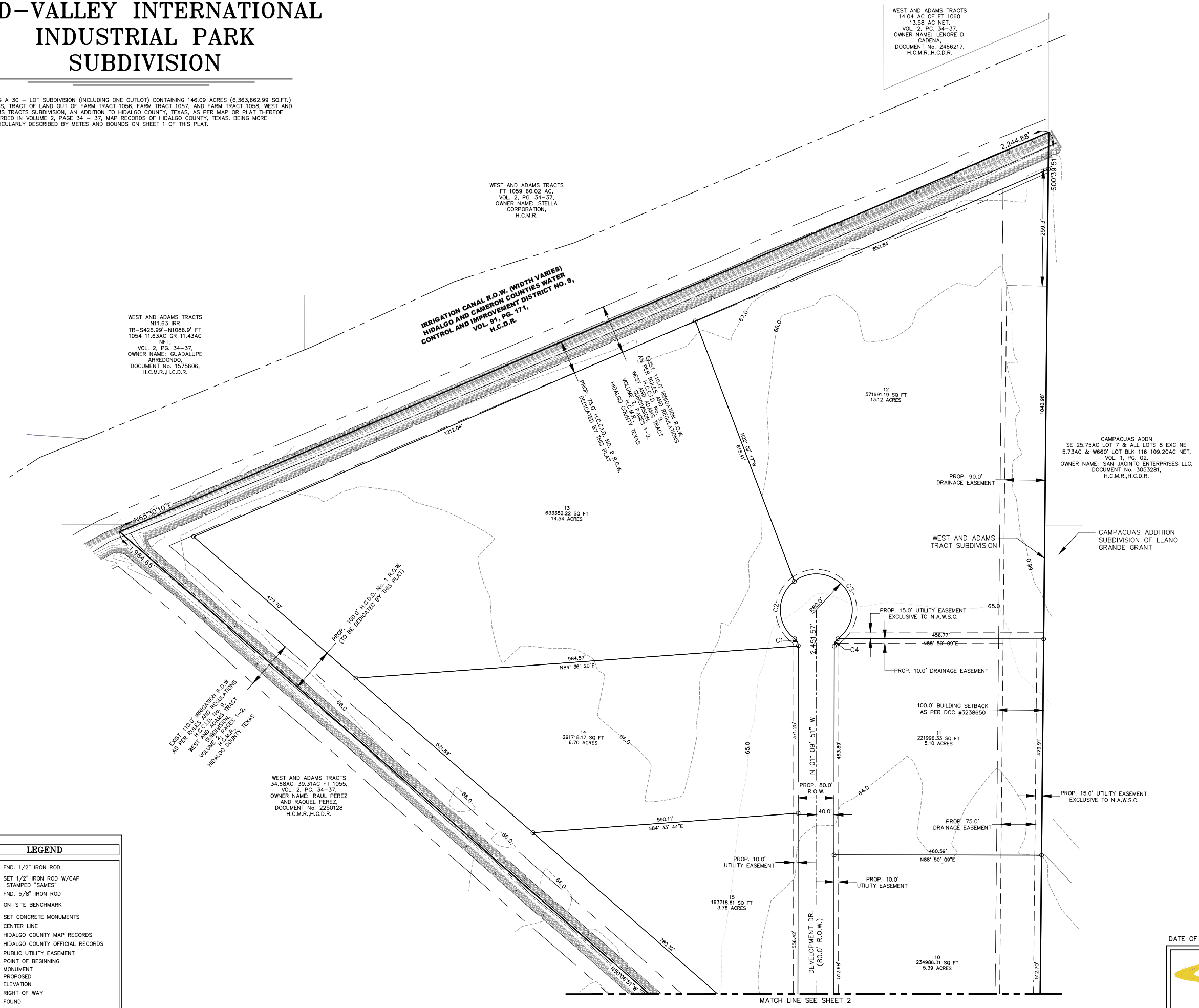
DATE OF PREPARATION: JUNE 2022

REGISTRATION # F-10602


SAMES SAM Engineering & Surveying
200 S. 10th St, Ste. 1500
McAllen, TEXAS 78501
TEL. (956) 702-8880
FAX: (956) 702-8883

# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 30 – LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 – 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.




SCALE: 1"=100'

## Parcel Line Table

| Line # | Length | Direction |
|---|---|---|
| L1 | 20.00' | S01° 09' 51"E |
| L2 | 110.00' | S88° 50' 09"W |
| L3 | 70.71' | N46° 09' 51"W |
| L4 | 70.71' | S46° 09' 51"E |
| L5 | 70.71' | S43° 50' 09"W |
| L6 | 19.97' | N87° 05' 50"E |
| L7 | 42.43' | N43° 50' 09"E |
| L8 | 42.43' | S46° 09' 51"E |
| L9 | 114.28' | S50° 06' 51"E |
| L10 | 38.02' | N88° 49' 51"E |
| L11 | 42.43' | S43° 50' 09"W |
| L12 | 42.43' | N46° 09' 51"W |
| L13 | 28.28' | S46° 09' 51"E |
| L14 | 56.57' | S43° 50' 09"W |
| L15 | 56.57' | N46° 09' 51"W |
| L16 | 23.39' | S88° 50' 09"W |
| L17 | 36.00' | N88° 50' 09"E |
| L18 | 178.50' | N01° 09' 51"W |
| L19 | 19.80' | N43° 50' 09"E |
| L20 | 50.00' | N88° 50' 09"E |
| L21 | 25.00' | S01° 09' 51"E |
| L22 | 48.10' | S43° 50' 09"W |
| L23 | 356.0' | S01° 09' 51"E |
| L24 | 30.00' | S88° 50' 09"W |
| L25 | 132.50' | N01° 09' 51"W |
| L26 | 36.00' | S88° 50' 09"W |
| L27 | 36.00' | N88° 50' 09"E |
| L28 | 208.35' | S01° 09' 51"E |
| L29 | 19.80' | S46° 09' 51"E |
| L30 | 50.00' | N88° 50' 09"E |
| L31 | 25.00' | N01° 09' 51"W |
| L32 | 48.10' | N46° 09' 51"W |
| L33 | 380.70' | S46° 09' 51"E |
| L34 | 30.00' | S88° 50' 09"W |
| L35 | 137.40' | S01° 09' 51"E |
| L36 | 36.00' | S88° 50' 09"W |
| L37 | 90.00' | S01° 09' 51"E |
| L38 | 90.00' | N01° 09' 51"W |

## Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---|---|---|---|---|---|
| C1 | 18.55' | 20.00' | 53.13° | N27° 43' 45"W | 17.89' |
| C2 | 157.22' | 80.00' | 112.60° | S2° 00' 19"W | 133.11' |
| C3 | 242.48' | 80.00' | 173.66° | N34° 51' 53"W | 159.76' |
| C4 | 18.55' | 20.00' | 53.13° | S25° 24' 03"W | 17.89' |

## LEGEND

- ● – FND. 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD W/CAP STAMPED "SAMES"
- ◉ – FND. 5/8" IRON ROD
- ✚ – ON-SITE BENCHMARK
- △ – SET CONCRETE MONUMENTS
- ℄ – CENTER LINE
- H.C.M.R. – HIDALGO COUNTY MAP RECORDS
- H.C.O.R. – HIDALGO COUNTY OFFICIAL RECORDS
- P.U.E. – PUBLIC UTILITY EASEMENT
- P.O.B. – POINT OF BEGINNING
- MON. – MONUMENT
- PROP. – PROPOSED
- ELEV. – ELEVATION
- R.O.W. – RIGHT OF WAY
- FND. – FOUND

DATE OF PREPARATION: JUNE 2022

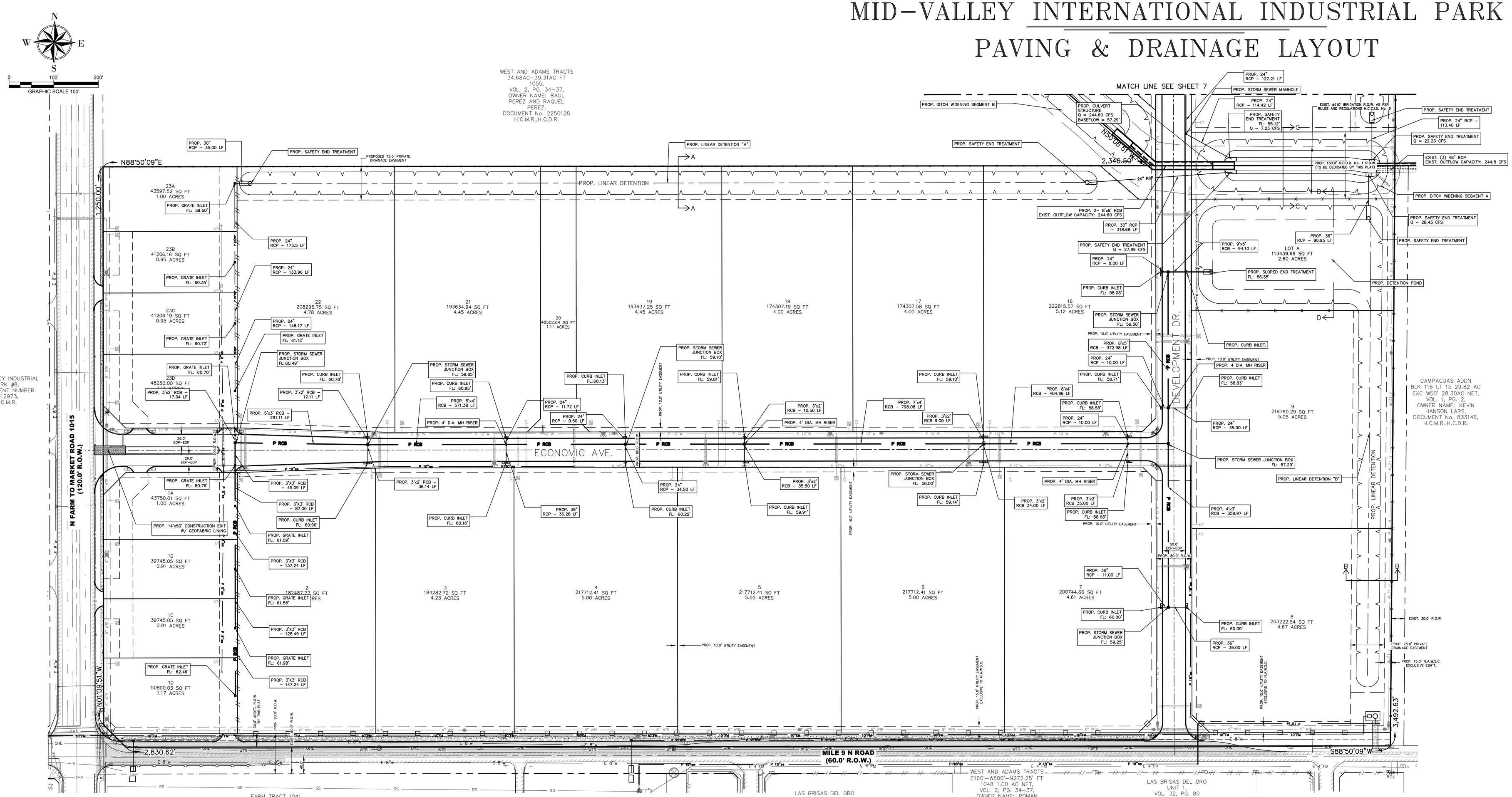
SHEET 3 OF 3

REGISTRATION # F-10602


SAMES SAM Engineering & Surveying
200 S. 10th St, Ste. 1500
McAllen, TEXAS 78501
TEL. (956) 702-8880
FAX: (956) 702-8883

# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK

## PAVING & DRAINAGE LAYOUT




PROP. TYPICAL STREET SECTION
CONCRETE PAVEMENT
N.T.S.

| INDEX TO SHEETS OF WESLACO INDUSTRIAL PARK | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT #2, AND H.C.H.D. REVISION NOTES. |
| SHEET 2 – 3 | PLAT WITH LOT AND EASEMENT DESIGNATIONS |
| SHEET 4 – 5 | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION. |
| SHEET 6 – 7 | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS. |

| NO. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | WESLACO EDC | 275 S KANSAS AVE | WESLACO, TX 78596 | (956) 969-0838 | NONE |
| ENGINEER: | NADIA LOPEZ, P.E. | 200 S. 10TH ST., SUITE 1500 | McALLEN, TX 78501 | (956) 702-8880 | (956) 702-8883 |
| SURVEYOR: | OSCAR HERNANDEZ, RPLS | 200 S. 10TH ST., SUITE 1500 | McALLEN, TX 78501 | (956) 702-8880 | (956) 702-8883 |

DATE OF PREPARATION: MARCH 2022

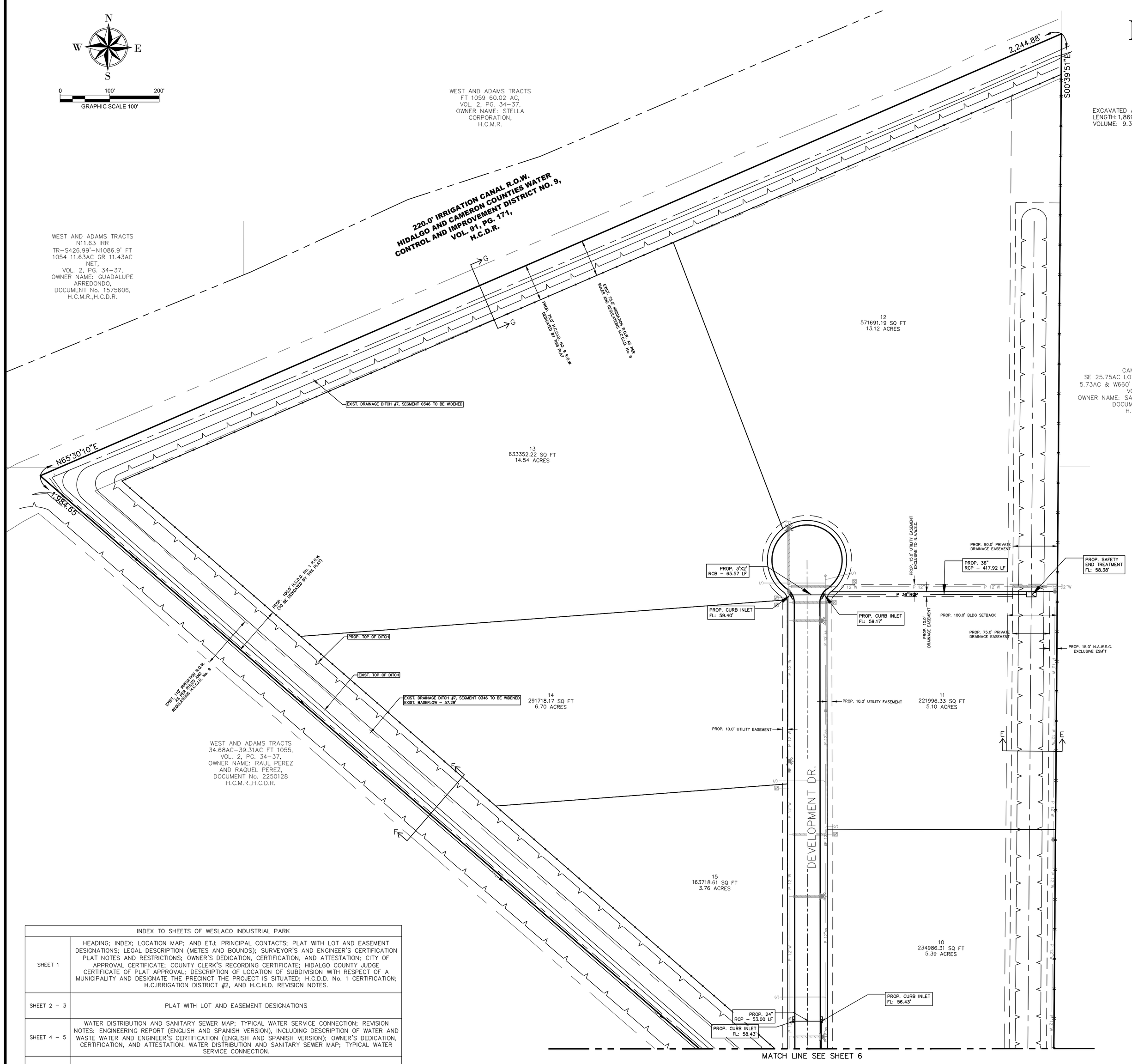
SHEET 6 OF 7

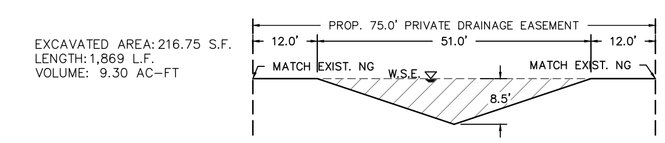
REGISTRATION # F-10602


SAMES
SAM Engineering & Surveying
200 S. 10TH ST. SUITE 1500. TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883

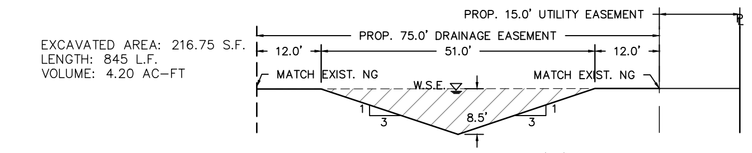
# MID–VALLEY INTERNATIONAL INDUSTRIAL PARK

## PAVING & DRAINAGE LAYOUT

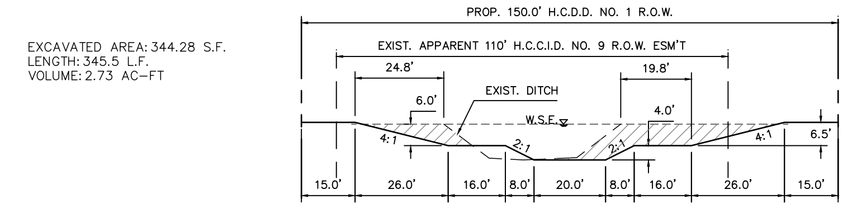


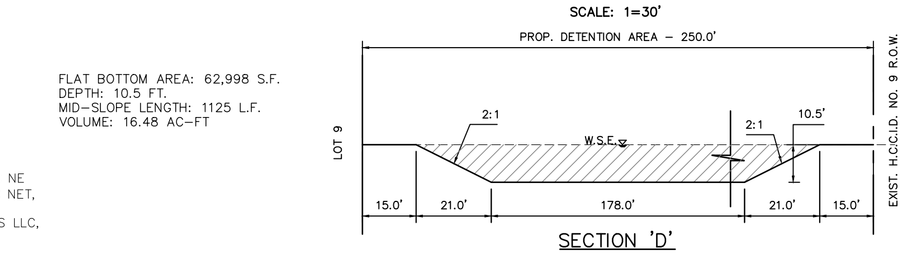

SECTION 'A'
SCALE: 1=20'



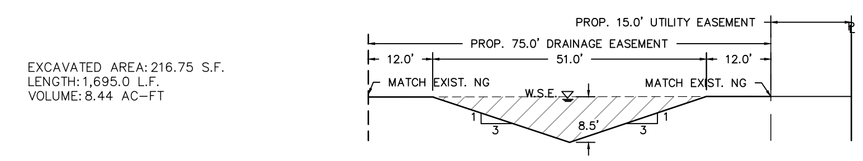

SECTION 'B'
SCALE: 1=20'



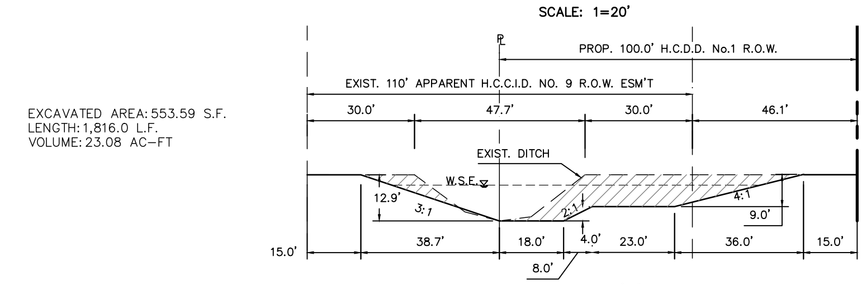

SECTION 'C'
SCALE: 1=30'



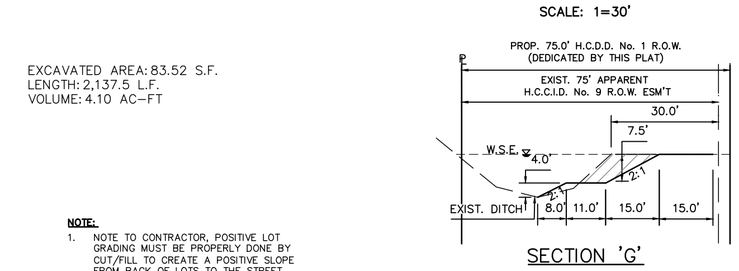

SECTION 'D'
SCALE: 1=30'




SECTION 'E'
SCALE: 1=20'




SECTION 'F'
SCALE: 1=30'




SECTION 'G'
SCALE: 1=30'

**NOTE:**

1. NOTE TO CONTRACTOR, POSITIVE LOT GRADING MUST BE PROPERLY DONE BY CUT/FILL TO CREATE A POSITIVE SLOPE FROM BACK OF LOTS TO THE STREET.

= DITCH FLOW

REVISED 6–21–2022
**DRAINAGE REPORT FOR:**
WESLACO INDUSTRIAL PARK

**UNDEVELOPED DRAINAGE PATTERN:**

WITH REFERENCE OF USGS TOPOGRAPHIC MAP, WATERSHED RUNOFF IS IN THE NORTH EAST DIRECTION AND TRAVELS APPROXIMATELY 150 FEET OVERLAND THEN CONTINUES AS CONCENTRATED FLOW FOR APPROXIMATELY 2250 FEET TO AN EXISTING DRAINAGE DITCH #17 SEGMENT 0346, OWNED BY H.C.C.I.D. #9 AND WILL BE MAINTAINED BY THE CITY OF WESLACO. ACCORDING TO CALCULATIONS, UTILIZING SCS CURVE NUMBER METHOD (TxDOT HYDRAULIC DESIGN MANUAL), THE EXISTING PEAK RUNOFF FROM A 10–YEAR STORM IS APPROXIMATED TO BE 126.3 CFS FOR THIS PROPERTY AS UNDEVELOPED.

**PROPOSED USE AND DRAINAGE IMPROVEMENTS:**

THE PROPOSED DEVELOPMENT ANTICIPATED ON THIS PROPERTY WILL INCLUDE THE ADDITION OF ONE COMMERCIAL SITE EACH ON LOTS 1A–1D AND 23A–23D AND ONE INDUSTRIAL SITE EACH ON LOTS 2–21. POST–DEVELOPMENT DRAINAGE IMPROVEMENTS SHALL CONSIST OF CURB AND GUTTER, STORM SEWER DRAIN INLETS, AND STORM SEWER PIPE TO CAPTURE AND CONVEY STORM WATER RUNOFF TO AN EXISTING DRAINAGE DITCH #17 SEGMENT 1174, OWNED BY H.C.C.I.D. #9 AND WILL BE MAINTAINED BY CITY OF WESLACO, WHICH WILL BE IMPROVED TO PROVIDE A PORTION OF THE TOTAL DETENTION REQUIREMENT FOR THIS DEVELOPMENT. A SYSTEM OF PROPOSED LINEAR DETENTION AREAS WILL DETAIN THE REMAINING REQUIRED VOLUME AND WILL DISCHARGE TO THE EXISTING DITCH #17 AT A RATE NOT TO EXCEED THE PRE–DEVELOPMENT 10–YEAR PEAK RUNOFF RATE. THE ANTICIPATED POST–DEVELOPMENT PEAK RATE OF RUNOFF FOR A 50–YEAR STORM WAS CALCULATED TO BE 782.7 CFS, FOR AN INCREASE OF 656.4 CFS.

**CALCULATIONS:**

THIS DEVELOPMENT AND ITS SURROUNDING AREA ARE IN ZONE "X" (SHADED), ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY–PANEL NUMBER 480334 0450 C, MAP REVISED JUNE 6, 2000. ZONE X ARE "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN AND PROTECTED BY LEVEE FROM 100–YEAR FLOOD".

| DETENTION TABLE | |
|---|---|
| DETENTION VOLUME REQUIRED | 64.50 AC. FT. |
| DETENTION VOLUME PROVIDED | 68.33 AC. FT. |

**DRAINAGE REQUIREMENTS:**

| | |
|---|---|
| PROPOSED USE: | 146.09–AC (GROSS), 8.00–AC (NET), COMMERCIAL, 118.85–AC (NET) INDUSTRIAL. |
| CALCULATION METHOD: | SCS UNIT HYDROGRAPHS |
| DESIGN STORM: | 10–YR PRE/ 50–YR POST |
| PRE–DEVELOPMENT PEAK RUNOFF: | 126.3 CFS |
| POST–DEVELOPMENT PEAK RUNOFF: | 782.7 CFS |
| DETENTION REQUIREMENT: | 64.50 AC–FT (2,561,328 CF.) |
| OUTFALL LOCATION: | DITCH #17, SEGMENT 0346 |

**PROPOSED DETENTION PLAN:**
LINEAR DETENTION AND DETENTION PONDS WILL BE UTILIZED TO MITIGATE THE PROPOSED 50–YEAR STORM EVENT AND SHALL DISCHARGE TO IMPROVED H.C.C.I.D. NO. 9/H.C.D.D. NO.1 DITCH #17 AT A RATE NOT TO EXCEED EXISTING 10–YEAR STORM EVENT.
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A ZONE "X", "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN" COMMUNITY PANEL NUMBER 480334 0450 C, MAP REVISED JUNE 6, 2000.

DOCUMENT RELEASED FOR
INTERIM REVIEW
UNDER THE AUTHORITY OF
NADIA M. LOPEZ, P.E. 111683
DOCUMENT INCOMPLETE,
DO NOT USE FOR BIDDING,
PERMIT, OR CONSTRUCTION.
INTERDATE: 6/21/2022

PREPARED BY: NADIA LOPEZ, P.E. DATE

| INDEX TO SHEETS OF WESLACO INDUSTRIAL PARK | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT #2, AND H.C.H.D. REVISION NOTES. |
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SHEET 7 OF 7

DATE OF PREPARATION: JUNE 2022

REGISTRATION # F–10602


SAMES
SAM Engineering & Surveying
200 S. 10TH ST. SUITE 1500.
McALLEN, TEXAS 78501
TEL. (956) 702–8880
FAX: (956) 702–8883

# Drainage Calculations

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: EXIST 10YR
Subbasin: Subbasin-5A1

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | EXIST CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 10YR |
| Compute Time: | 27Oct2021, 16:20:49 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 28.2 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 14:30 |
| Precipitation Volume: | 18.1 (ACRE-FT) | Direct Runoff Volume: | 10.6 (ACRE-FT) |
| Loss Volume: | 7.5 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 10.6 (ACRE-FT) | Discharge Volume: | 10.6 (ACRE-FT) |

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: EXIST 10YR
Subbasin: Subbasin-5A4

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | EXIST CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 10YR |
| Compute Time: | 27Oct2021, 16:20:49 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

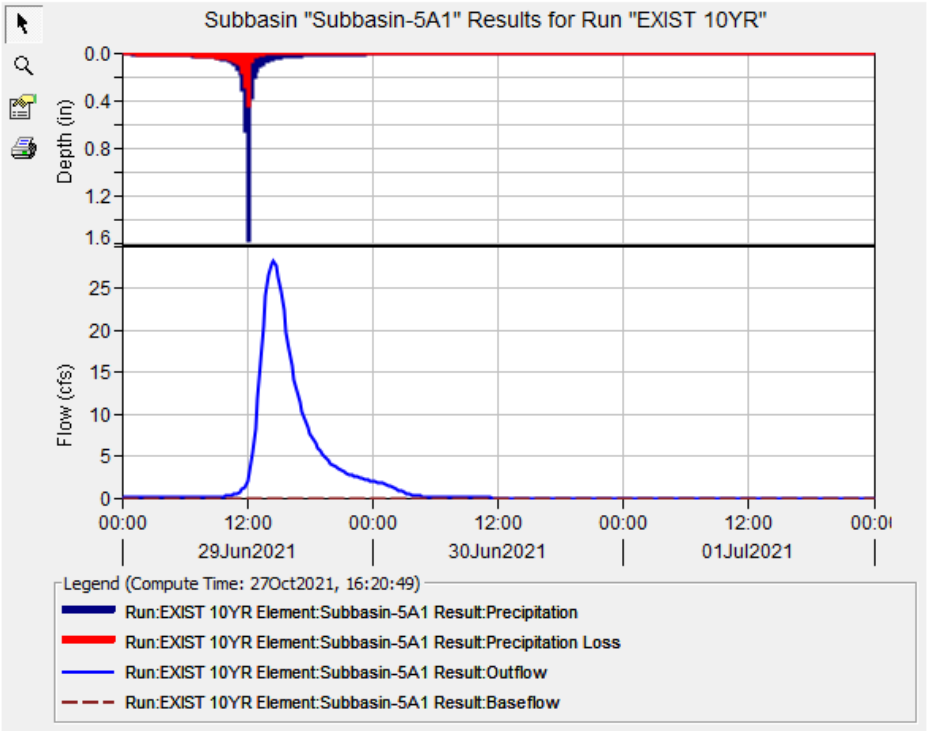
Computed Results

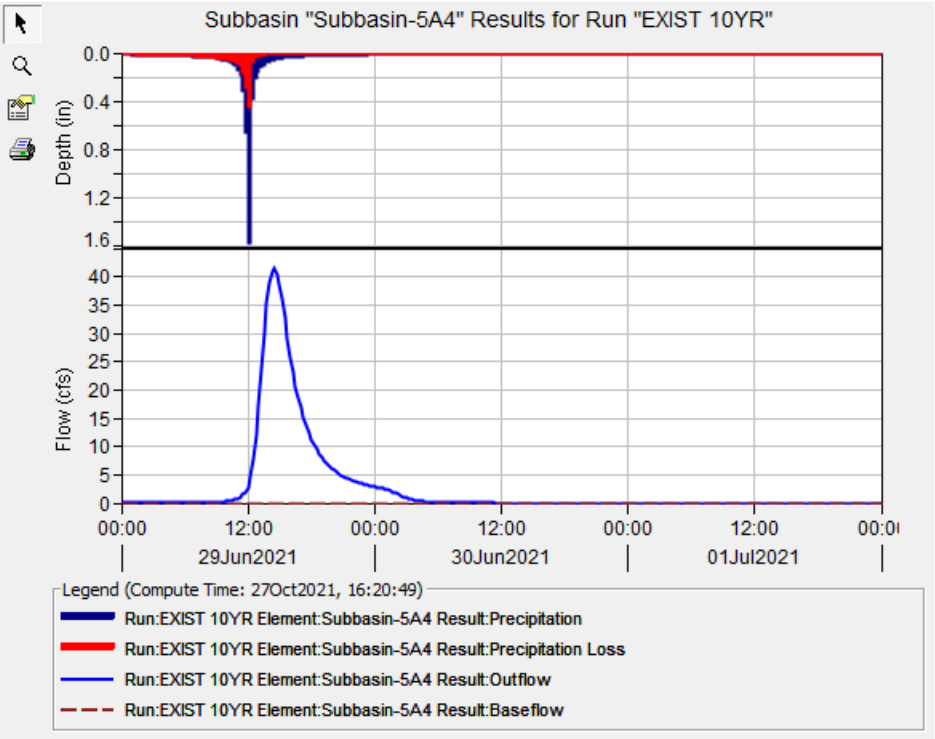
| | | | |
|---|---|---|---|
| Peak Discharge: | 41.3 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 14:30 |
| Precipitation Volume: | 26.5 (ACRE-FT) | Direct Runoff Volume: | 15.6 (ACRE-FT) |
| Loss Volume: | 11.0 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 15.6 (ACRE-FT) | Discharge Volume: | 15.6 (ACRE-FT) |

STATE OF TEXAS
JESSICA M. MALDONADO
111579
LICENSED
PROFESSIONAL ENGINEER

Rev 4

06/23/22


Subbasin "Subbasin-5A1" Results for Run "EXIST 10YR"
Depth (in)
0.0
0.4
0.8
1.2
1.6
Flow (cfs)
25
20
15
10
5
0
00:00
12:00
00:00
12:00
00:00
12:00
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 27Oct2021, 16:20:49)
Run:EXIST 10YR Element:Subbasin-5A1 Result:Precipitation
Run:EXIST 10YR Element:Subbasin-5A1 Result:Precipitation Loss
Run:EXIST 10YR Element:Subbasin-5A1 Result:Outflow
Run:EXIST 10YR Element:Subbasin-5A1 Result:Baseflow


Subbasin "Subbasin-5A4" Results for Run "EXIST 10YR"
Depth (in)
0.0
0.4
0.8
1.2
1.6
Flow (cfs)
40
35
30
25
20
15
10
5
0
00:00
12:00
00:00
12:00
00:00
12:00
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 27Oct2021, 16:20:49)
Run:EXIST 10YR Element:Subbasin-5A4 Result:Precipitation
Run:EXIST 10YR Element:Subbasin-5A4 Result:Precipitation Loss
Run:EXIST 10YR Element:Subbasin-5A4 Result:Outflow
Run:EXIST 10YR Element:Subbasin-5A4 Result:Baseflow

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: EXIST 10YR
Subbasin: Subbasin-6A1

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | EXIST CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 10YR |
| Compute Time: | 27Oct2021, 16:20:49 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 23.0 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 13:45 |
| Precipitation Volume: | 12.5 (ACRE-FT) | Direct Runoff Volume: | 7.0 (ACRE-FT) |
| Loss Volume: | 5.5 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 7.0 (ACRE-FT) | Discharge Volume: | 7.0 (ACRE-FT) |

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: EXIST 10YR
Subbasin: Subbasin-6A2

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | EXIST CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 10YR |
| Compute Time: | 27Oct2021, 16:20:49 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 16.0 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 13:45 |
| Precipitation Volume: | 8.6 (ACRE-FT) | Direct Runoff Volume: | 4.8 (ACRE-FT) |
| Loss Volume: | 3.8 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 4.8 (ACRE-FT) | Discharge Volume: | 4.8 (ACRE-FT) |

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: EXIST 10YR
Subbasin: Subbasin-6A3

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | EXIST CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 10YR |
| Compute Time: | 27Oct2021, 16:20:49 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 17.8 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 13:45 |
| Precipitation Volume: | 9.6 (ACRE-FT) | Direct Runoff Volume: | 5.4 (ACRE-FT) |
| Loss Volume: | 4.3 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 5.4 (ACRE-FT) | Discharge Volume: | 5.4 (ACRE-FT) |

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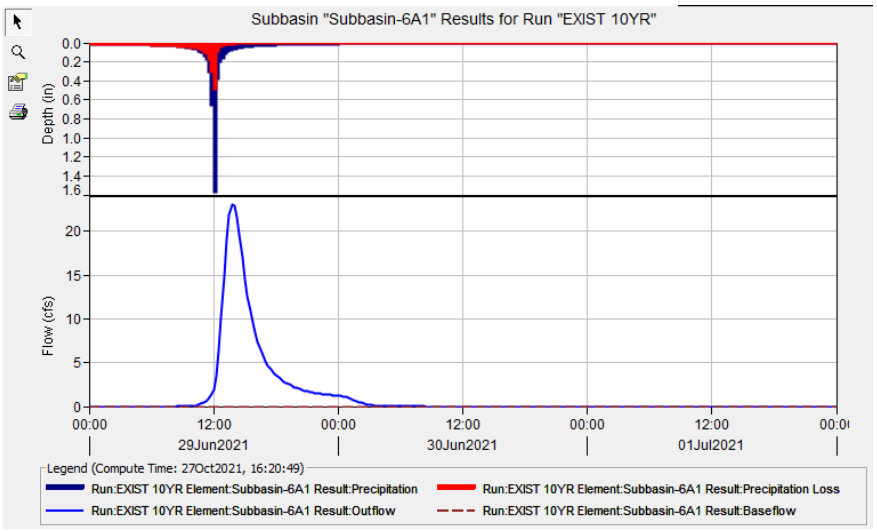
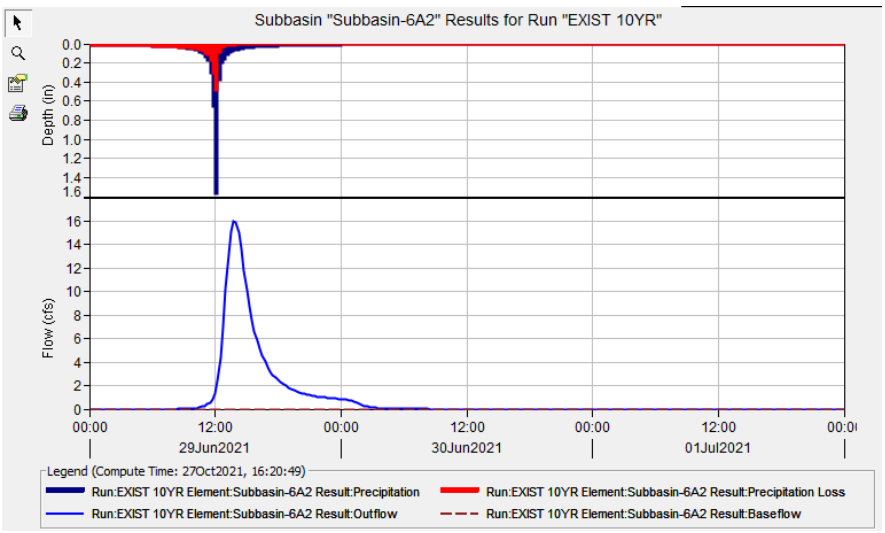
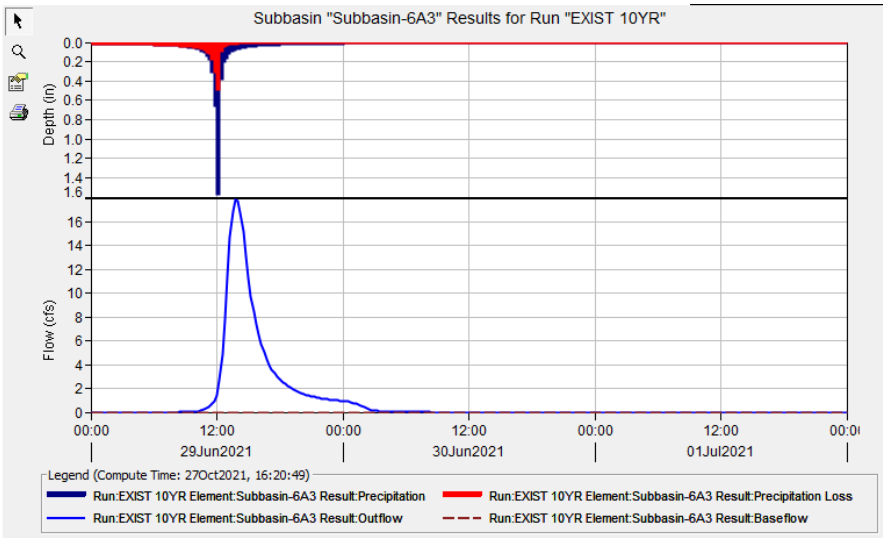

Subbasin "Subbasin-6A1" Results for Run "EXIST 10YR"
Depth (in)
Flow (cfs)
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 27Oct2021, 16:20:49)
Run:EXIST 10YR Element:Subbasin-6A1 Result:Precipitation
Run:EXIST 10YR Element:Subbasin-6A1 Result:Precipitation Loss
Run:EXIST 10YR Element:Subbasin-6A1 Result:Outflow
Run:EXIST 10YR Element:Subbasin-6A1 Result:Baseflow


Subbasin "Subbasin-6A2" Results for Run "EXIST 10YR"
Depth (in)
Flow (cfs)
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 27Oct2021, 16:20:49)
Run:EXIST 10YR Element:Subbasin-6A2 Result:Precipitation
Run:EXIST 10YR Element:Subbasin-6A2 Result:Precipitation Loss
Run:EXIST 10YR Element:Subbasin-6A2 Result:Outflow
Run:EXIST 10YR Element:Subbasin-6A2 Result:Baseflow


Subbasin "Subbasin-6A3" Results for Run "EXIST 10YR"
Depth (in)
Flow (cfs)
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 27Oct2021, 16:20:49)
Run:EXIST 10YR Element:Subbasin-6A3 Result:Precipitation
Run:EXIST 10YR Element:Subbasin-6A3 Result:Precipitation Loss
Run:EXIST 10YR Element:Subbasin-6A3 Result:Outflow
Run:EXIST 10YR Element:Subbasin-6A3 Result:Baseflow

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: PROP 50YR
Subbasin: Subbasin-5A1

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | PROPOSED CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 50YR |
| Compute Time: | 09Feb2022, 15:02:16 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 191.9 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 12:15 |
| Precipitation Volume: | 27.6 (ACRE-FT) | Direct Runoff Volume: | 26.6 (ACRE-FT) |
| Loss Volume: | 1.0 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 26.6 (ACRE-FT) | Discharge Volume: | 26.6 (ACRE-FT) |

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: PROP 50YR
Subbasin: Subbasin-5A4

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | PROPOSED CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 50YR |
| Compute Time: | 09Feb2022, 15:02:16 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 266.9 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 12:15 |
| Precipitation Volume: | 40.3 (ACRE-FT) | Direct Runoff Volume: | 38.3 (ACRE-FT) |
| Loss Volume: | 2.0 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 38.3 (ACRE-FT) | Discharge Volume: | 38.3 (ACRE-FT) |

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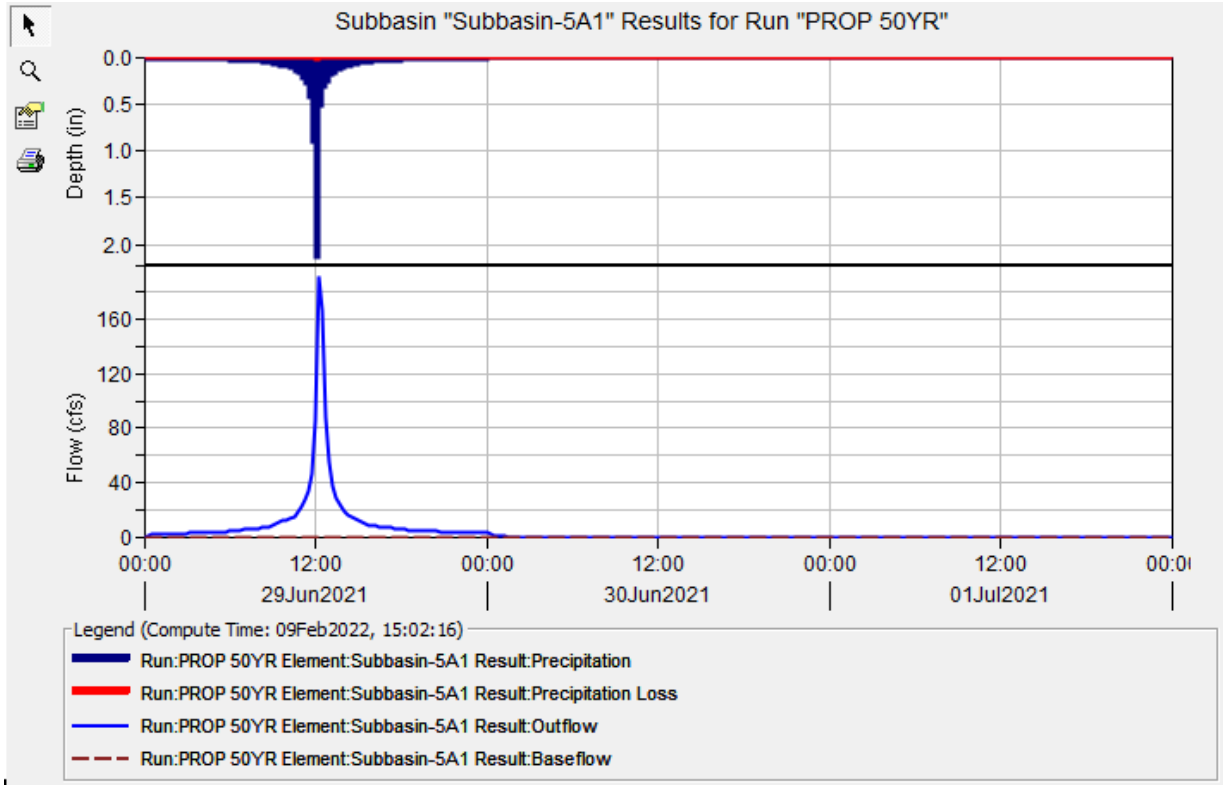
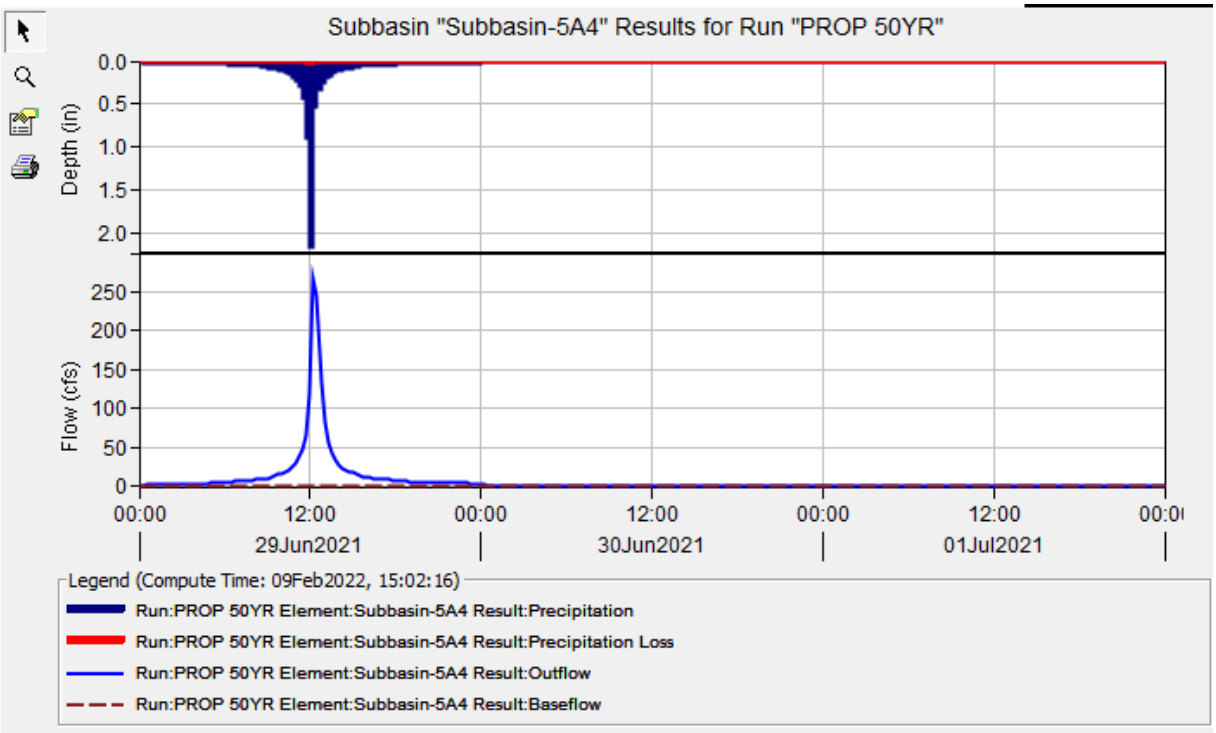

Subbasin "Subbasin-5A1" Results for Run "PROP 50YR"
Depth (in)
0.0
0.5
1.0
1.5
2.0
Flow (cfs)
160
120
80
40
0
00:00
12:00
00:00
12:00
00:00
12:00
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 09Feb2022, 15:02:16)
Run:PROP 50YR Element:Subbasin-5A1 Result:Precipitation
Run:PROP 50YR Element:Subbasin-5A1 Result:Precipitation Loss
Run:PROP 50YR Element:Subbasin-5A1 Result:Outflow
Run:PROP 50YR Element:Subbasin-5A1 Result:Baseflow


Subbasin "Subbasin-5A4" Results for Run "PROP 50YR"
Depth (in)
0.0
0.5
1.0
1.5
2.0
Flow (cfs)
250
200
150
100
50
0
00:00
12:00
00:00
12:00
00:00
12:00
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 09Feb2022, 15:02:16)
Run:PROP 50YR Element:Subbasin-5A4 Result:Precipitation
Run:PROP 50YR Element:Subbasin-5A4 Result:Precipitation Loss
Run:PROP 50YR Element:Subbasin-5A4 Result:Outflow
Run:PROP 50YR Element:Subbasin-5A4 Result:Baseflow

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: PROP 50YR
Subbasin: Subbasin-6A1

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | PROPOSED CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 50YR |
| Compute Time: | 09Feb2022, 15:02:16 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 130.9 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 12:15 |
| Precipitation Volume: | 18.9 (ACRE-FT) | Direct Runoff Volume: | 17.5 (ACRE-FT) |
| Loss Volume: | 1.5 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 17.5 (ACRE-FT) | Discharge Volume: | 17.5 (ACRE-FT) |

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: PROP 50YR
Subbasin: Subbasin-6A2

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | PROPOSED CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 50YR |
| Compute Time: | 09Feb2022, 15:02:16 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 92.2 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 12:15 |
| Precipitation Volume: | 13.1 (ACRE-FT) | Direct Runoff Volume: | 12.2 (ACRE-FT) |
| Loss Volume: | 1.0 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 12.2 (ACRE-FT) | Discharge Volume: | 12.2 (ACRE-FT) |

Project: WESLACO - COMPOSITE CN OP1 Simulation Run: PROP 50YR
Subbasin: Subbasin-6A3

| | | | |
|---|---|---|---|
| Start of Run: | 29Jun2021, 00:00 | Basin Model: | PROPOSED CONDITIONS |
| End of Run: | 02Jul2021, 00:00 | Meteorologic Model: | 50YR |
| Compute Time: | 09Feb2022, 15:02:16 | Control Specifications: | Control 1 |

Volume Units: ○ IN ◉ ACRE-FT

Computed Results

| | | | |
|---|---|---|---|
| Peak Discharge: | 100.8 (CFS) | Date/Time of Peak Discharge: | 29Jun2021, 12:15 |
| Precipitation Volume: | 14.7 (ACRE-FT) | Direct Runoff Volume: | 13.3 (ACRE-FT) |
| Loss Volume: | 1.3 (ACRE-FT) | Baseflow Volume: | 0.0 (ACRE-FT) |
| Excess Volume: | 13.3 (ACRE-FT) | Discharge Volume: | 13.3 (ACRE-FT) |

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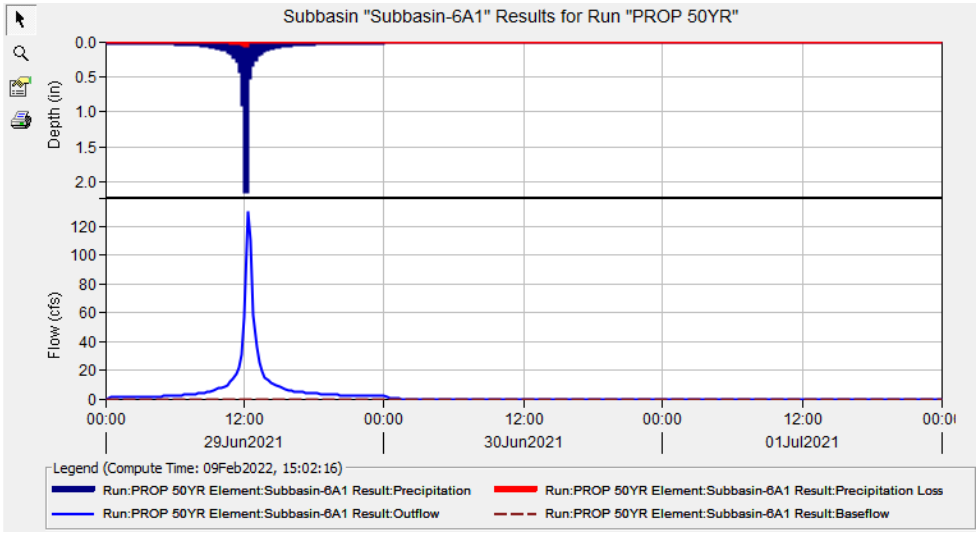
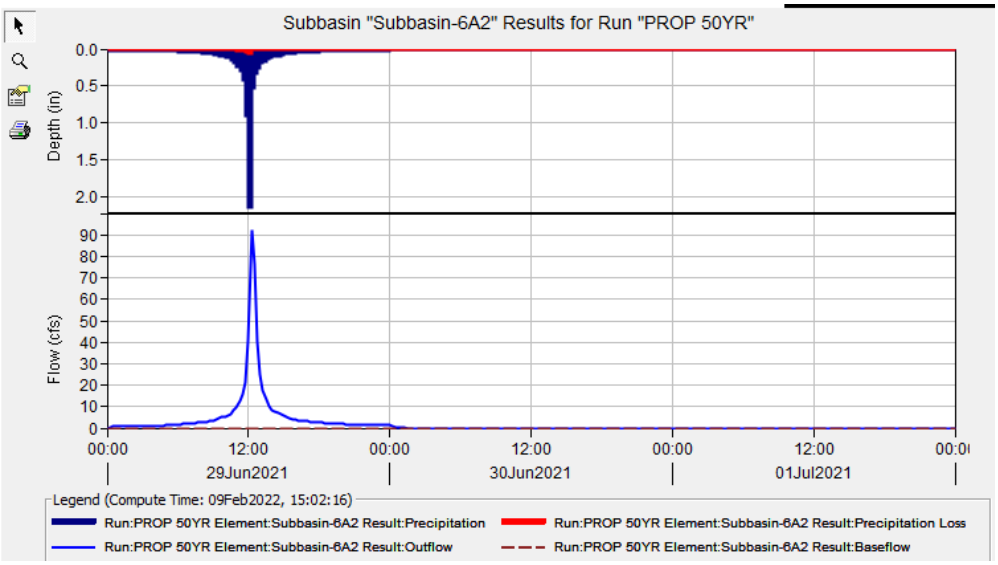
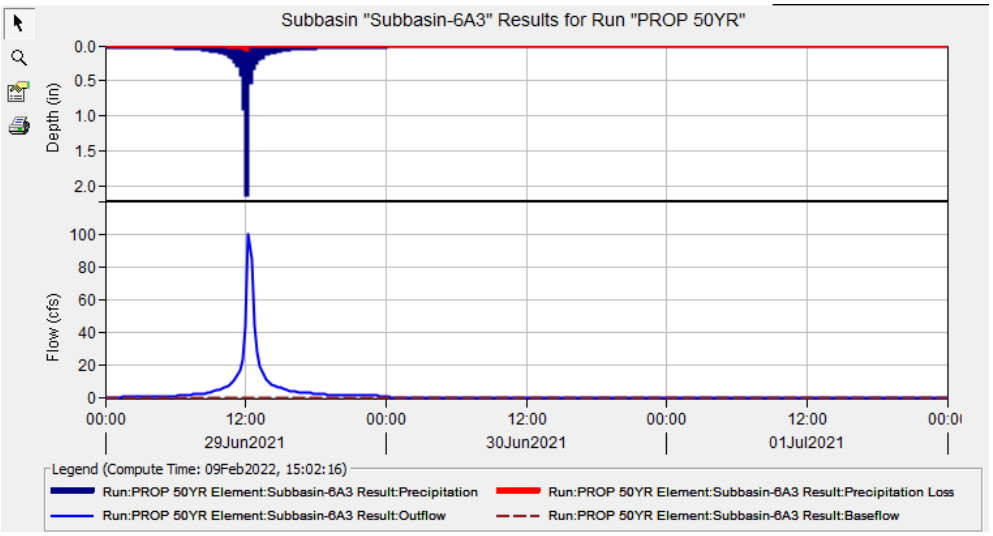

Subbasin "Subbasin-6A1" Results for Run "PROP 50YR"
Depth (in)
Flow (cfs)
00:00
12:00
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 09Feb2022, 15:02:16)
Run:PROP 50YR Element:Subbasin-6A1 Result:Precipitation
Run:PROP 50YR Element:Subbasin-6A1 Result:Precipitation Loss
Run:PROP 50YR Element:Subbasin-6A1 Result:Outflow
Run:PROP 50YR Element:Subbasin-6A1 Result:Baseflow


Subbasin "Subbasin-6A2" Results for Run "PROP 50YR"
Depth (in)
Flow (cfs)
00:00
12:00
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 09Feb2022, 15:02:16)
Run:PROP 50YR Element:Subbasin-6A2 Result:Precipitation
Run:PROP 50YR Element:Subbasin-6A2 Result:Precipitation Loss
Run:PROP 50YR Element:Subbasin-6A2 Result:Outflow
Run:PROP 50YR Element:Subbasin-6A2 Result:Baseflow


Subbasin "Subbasin-6A3" Results for Run "PROP 50YR"
Depth (in)
Flow (cfs)
00:00
12:00
29Jun2021
30Jun2021
01Jul2021
Legend (Compute Time: 09Feb2022, 15:02:16)
Run:PROP 50YR Element:Subbasin-6A3 Result:Precipitation
Run:PROP 50YR Element:Subbasin-6A3 Result:Precipitation Loss
Run:PROP 50YR Element:Subbasin-6A3 Result:Outflow
Run:PROP 50YR Element:Subbasin-6A3 Result:Baseflow

# Channel Report

Project filename: outfall pipes.stx

Studio Express by Hydrology Studio v 1.0.0.12

06-23-2022

## SUBBASIN 5A1

## Channel 3

### CIRCULAR PIPE

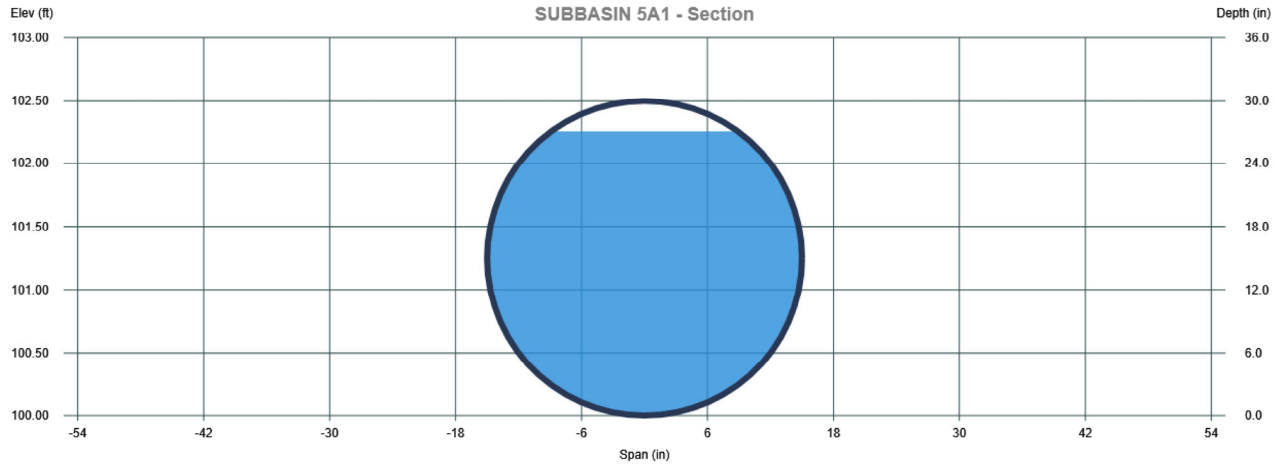
| | |
|---|---|
| Diameter | = 30.0 in |
| Invert Elevation | = 100.00 ft |
| Pipe Slope | = 0.410 % |
| Manning's n | = 0.013 |

### DISCHARGE

| | |
|---|---|
| Method | = Q vs Depth |
| Q Min | = 0.55 cfs |
| Q Max | = 27.99 cfs |
| Increments | = 10 |

### CALCULATION SAMPLE

| Flow | Depth | Area | Velocity | WP | n-value | Crit Depth | HGL | EGL | Max Shear | Top Width |
|---|---|---|---|---|---|---|---|---|---|---|
| (cfs) | (in) | (sqft) | (ft/s) | (ft) | | (in) | (ft) | (ft) | (lb/sqft) | (ft) |
| 27.99 | 27.0 | 4.65 | 6.01 | 6.25 | 0.013 | 21.7 | 102.3 | 102.81 | 0.58 | 1.50 |



# Channel Report

Project filename: outfall pipes.stx

Studio Express by Hydrology Studio v 1.0.0.12

06-21-2022

## SUBBASIN 5A4

## Channel 1

### CIRCULAR PIPE

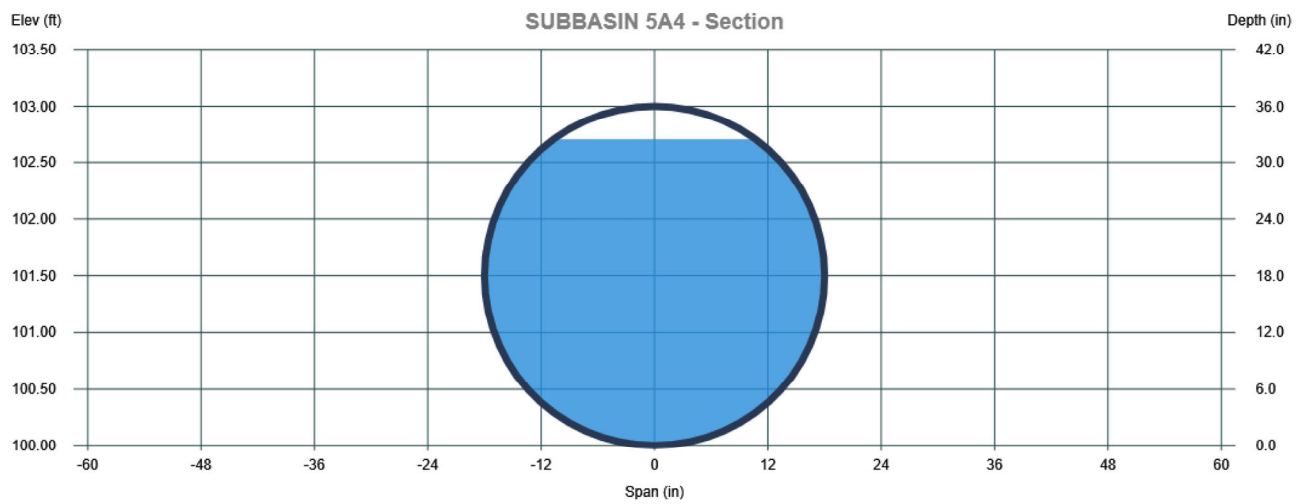
| | |
|---|---|
| Diameter | = 36.0 in |
| Invert Elevation | = 100.00 ft |
| Pipe Slope | = 0.320 % |
| Manning's n | = 0.013 |

### DISCHARGE

| | |
|---|---|
| Method | = Q vs Depth |
| Q Min | = 0.79 cfs |
| Q Max | = 40.21 cfs |
| Increments | = 10 |

### CALCULATION SAMPLE

| Flow | Depth | Area | Velocity | WP | n-value | Crit Depth | HGL | EGL | Max Shear | Top Width |
|---|---|---|---|---|---|---|---|---|---|---|
| (cfs) | (in) | (sqft) | (ft/s) | (ft) | | (in) | (ft) | (ft) | (lb/sqft) | (ft) |
| 40.21 | 32.4 | 6.70 | 6.00 | 7.49 | 0.013 | 24.8 | 102.7 | 103.26 | 0.54 | 1.80 |



# Channel Report

Project filename: outfall pipes.stx

Studio Express by Hydrology Studio v 1.0.0.12

06-21-2022

## SUBBASIN 6A3

## Channel 2

### CIRCULAR PIPE

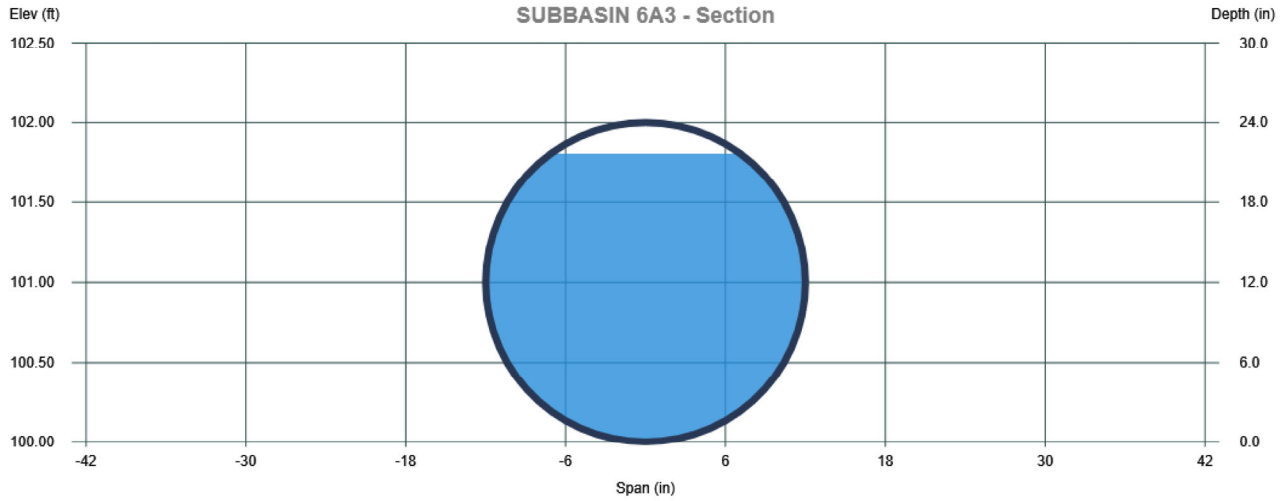
| | |
|---|---|
| Diameter | = 24.0 in |
| Invert Elevation | = 100.00 ft |
| Pipe Slope | = 0.500 % |
| Manning's n | = 0.013 |

### DISCHARGE

| | |
|---|---|
| Method | = Q vs Depth |
| Q Min | = 0.33 cfs |
| Q Max | = 17.05 cfs |
| Increments | = 10 |

### CALCULATION SAMPLE

| Flow | Depth | Area | Velocity | WP | n-value | Crit Depth | HGL | EGL | Max Shear | Top Width |
|---|---|---|---|---|---|---|---|---|---|---|
| (cfs) | (in) | (sqft) | (ft/s) | (ft) | | (in) | (ft) | (ft) | (lb/sqft) | (ft) |
| 17.05 | 21.6 | 2.98 | 5.72 | 5.00 | 0.013 | 17.9 | 101.8 | 102.31 | 0.56 | 1.20 |



# Soil Properties

Soil Map—Hidalgo County, Texas
(Weslaco Industrial Park)

Map Scale: 1:6,970 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 300 600 1200 1800

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

## MAP LEGEND

**Area of Interest (AOI)**

Area of Interest (AOI)

**Soils**

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

**Special Point Features**

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

**Water Features**

Streams and Canals

**Transportation**

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

**Background**

Aerial Photography

## MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 19, Jun 11, 2020

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

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

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

# Map Unit Legend

| Map Unit Symbol | Map Unit Name | Acres in AOI | Percent of AOI |
|---|---|---|---|
| 25 | Hidalgo fine sandy loam, 0 to 1 percent slopes | 28.0 | 19.5% |
| 28 | Hidalgo sandy clay loam, 0 to 1 percent slopes | 83.1 | 57.7% |
| 52 | Raymondville clay loam, 0 to 1 percent slopes | 32.9 | 22.9% |
| **Totals for Area of Interest** | | **144.0** | **100.0%** |

# Component Text Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the selected area. The component descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit. A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the associated soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas (components) for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The "Map Unit Component Nontechnical Descriptions" report gives a brief, general description of the soil components that occur in a map unit. Descriptions of nonsoil (miscellaneous areas) and minor map unit components may or may not be included. This description is written by the local soil scientists responsible for the respective soil survey area data. A more detailed description can be generated by the "Map Unit Description" report.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

## Report—Component Text Descriptions

### Hidalgo County, Texas

**Map Unit:** 25—Hidalgo fine sandy loam, 0 to 1 percent slopes

**Description Category:** ES

Hidalgo: 85 percent

Gray Sandy Loam 25-35" PZ - Deep, calcareous fine sandy loam or sandy clay loam. Originally a grassland of trichloris, cottontop, sprangletop, windmillgrass, vine-mesquite, and bristlegrass; with scattered shrubs like guajillo, spiny hackberry, ephedra, texas ebony, and yaupon. Forbs include legumes and orange zexmenia.

**Description Category:** GENSOIL

Hidalgo: 85 percent

The Hidalgo component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on terraces on relict delta plains. The parent material consists of calcareous loamy alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 1 percent. This component is in the R083DY019TX Gray Sandy Loam ecological site. Nonirrigated land capability classification is 2s. Irrigated land capability classification is 2s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 23 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 4 within 30 inches of the soil surface.

**Description Category:** PHG

Hidalgo: 85 percent

8C - LOAMY UPLAND - Moderately deep to very deep uplands with loamy surfaces and friable loamy subsoils; slopes 0 to 8 percent; medium natural fertility; medium to high water holding capacity with good plant-soil-moisture relationship; medium to high production potential.

**Description Category:** GENSOIL

Willacy: 10 percent

Generated brief soil descriptions are created for major soil components. The Willacy soil is a minor component.

**Description Category:** GENSOIL

Brennan: 5 percent

Generated brief soil descriptions are created for major soil components. The Brennan soil is a minor component.

**Map Unit:** 28—Hidalgo sandy clay loam, 0 to 1 percent slopes

**Description Category:** ES

Hidalgo: 85 percent

Gray Sandy Loam 20-25" PZ - Deep, calcareous fine sandy loam or sandy clay loam. Originally a grassland of trichloris, cottontop, sprangletop, windmillgrass, vine-mesquite, and bristlegrass; with scattered shrubs like guajillo, spiny hackberry, ephedra, texas ebony, and yaupon. Forbs include legumes and orange zexmenia.

**Description Category:** GENSOIL

Hidalgo: 85 percent

The Hidalgo component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on terraces on relict delta plains. The parent material consists of calcareous loamy alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R083DY019TX Gray Sandy Loam ecological site. Nonirrigated land capability classification is 2c. Irrigated land capability classification is 1 This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 23 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 4 within 30 inches of the soil surface.

**Description Category:** PHG

Hidalgo: 85 percent

8C - LOAMY UPLAND - Moderately deep to very deep uplands with loamy surfaces and friable loamy subsoils; slopes 0 to 8 percent; medium natural fertility; medium to high water holding capacity with good plant-soil-moisture relationship; medium to high production potential.

**Description Category:** GENSOIL

Raymondville: 7 percent

Generated brief soil descriptions are created for major soil components. The Raymondville soil is a minor component.

**Description Category:** GENSOIL

Racombes: 6 percent

Generated brief soil descriptions are created for major soil components. The Racombes soil is a minor component.

**Description Category:** GENSOIL

Willacy: 2 percent

Generated brief soil descriptions are created for major soil components. The Willacy soil is a minor component.

**Map Unit:** 52—Raymondville clay loam, 0 to 1 percent slopes

**Description Category:** GENSOIL

Raymondville: 85 percent

The Raymondville component makes up 85 percent of the map unit. Slopes are 0 to 1 percent. This component is on delta plains on relict delta plains. The parent material consists of calcareous clayey alluvium. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately low. Available water to a depth of 60 inches (or restricted depth) is moderate. Shrink-swell potential is high. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 2 percent. This component is in the R083DY025TX Clay Loam ecological site. Nonirrigated land capability classification is 2s. Irrigated land capability classification is 2s. This soil does not meet hydric criteria. The calcium carbonate equivalent within 40 inches, typically, does not exceed 8 percent. There are no saline horizons within 30 inches of the soil surface. The soil has a maximum sodium adsorption ratio of 1 within 30 inches of the soil surface.

**Description Category:** GENSOIL

Unnamed: 15 percent

Generated brief soil descriptions are created for major soil components. The Unnamed soil is a minor component.

## Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 19, Jun 11, 2020

# Physical Soil Properties

This table shows estimates of some physical characteristics and features that affect soil behavior. These estimates are given for the layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

*Depth* to the upper and lower boundaries of each layer is indicated.

Particle size is the effective diameter of a soil particle as measured by sedimentation, sieving, or micrometric methods. Particle sizes are expressed as classes with specific effective diameter class limits. The broad classes are sand, silt, and clay, ranging from the larger to the smaller.

*Sand* as a soil separate consists of mineral soil particles that are 0.05 millimeter to 2 millimeters in diameter. In this table, the estimated sand content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

*Silt* as a soil separate consists of mineral soil particles that are 0.002 to 0.05 millimeter in diameter. In this table, the estimated silt content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

*Clay* as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. In this table, the estimated clay content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification.

The amount and kind of clay affect the fertility and physical condition of the soil and the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, saturated hydraulic conductivity (Ksat), plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earthmoving operations.

*Moist bulk density* is the weight of soil (ovendry) per unit volume. Volume is measured when the soil is at field moisture capacity, that is, the moisture content at 1/3- or 1/10-bar (33kPa or 10kPa) moisture tension. Weight is determined after the soil is dried at 105 degrees C. In the table, the estimated moist bulk density of each soil horizon is expressed in grams per cubic centimeter of soil material that is less than 2 millimeters in diameter. Bulk density data are used to compute linear extensibility, shrink-swell potential, available water capacity, total pore space, and other soil properties. The moist bulk density of a soil indicates the pore space available for water and roots. Depending on soil texture, a bulk density of more than 1.4 can restrict water storage and root penetration. Moist bulk density is influenced by texture, kind of clay, content of organic matter, and soil structure.

*Saturated hydraulic conductivity (Ksat)* refers to the ease with which pores in a saturated soil transmit water. The estimates in the table are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity (Ksat) is considered in the design of soil drainage systems and septic tank absorption fields.

*Available water capacity* refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each soil layer. The capacity varies, depending on soil properties that affect retention of water. The most important properties are the content of organic matter, soil texture, bulk density, and soil structure. Available water capacity is an important factor in the choice of plants or crops to be grown and in the design and management of irrigation systems. Available water capacity is not an estimate of the quantity of water actually available to plants at any given time.

*Linear extensibility* refers to the change in length of an unconfined clod as moisture content is decreased from a moist to a dry state. It is an expression of the volume change between the water content of the clod at 1/3- or 1/10-bar tension (33kPa or 10kPa tension) and oven dryness. The volume change is reported in the table as percent change for the whole soil. The amount and type of clay minerals in the soil influence volume change.

Linear extensibility is used to determine the shrink-swell potential of soils. The shrink-swell potential is low if the soil has a linear extensibility of less than 3 percent; moderate if 3 to 6 percent; high if 6 to 9 percent; and very high if more than 9 percent. If the linear extensibility is more than 3, shrinking and swelling can cause damage to buildings, roads, and other structures and to plant roots. Special design commonly is needed.

*Organic matter* is the plant and animal residue in the soil at various stages of decomposition. In this table, the estimated content of organic matter is expressed as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of organic matter in a soil can be maintained by returning crop residue to the soil.

Organic matter has a positive effect on available water capacity, water infiltration, soil organism activity, and tilth. It is a source of nitrogen and other nutrients for crops and soil organisms.

*Erosion factors* are shown in the table as the K factor (Kw and Kf) and the T factor. Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and Ksat. Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

*Erosion factor Kw* indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

*Erosion factor Kf* indicates the erodibility of the fine-earth fraction, or the material less than 2 millimeters in size.

*Erosion factor T* is an estimate of the maximum average annual rate of soil erosion by wind and/or water that can occur without affecting crop productivity over a sustained period. The rate is in tons per acre per year.

*Wind erodibility groups* are made up of soils that have similar properties affecting their susceptibility to wind erosion in cultivated areas. The soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible. The groups are described in the "National Soil Survey Handbook."

*Wind erodibility index* is a numerical value indicating the susceptibility of soil to wind erosion, or the tons per acre per year that can be expected to be lost to wind erosion. There is a close correlation between wind erosion and the texture of the surface layer, the size and durability of surface clods, rock fragments, organic matter, and a calcareous reaction. Soil moisture and frozen soil layers also influence wind erosion.

Reference:
United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. (http://soils.usda.gov)

# Report—Physical Soil Properties

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

| Physical Soil Properties–Hidalgo County, Texas | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Map symbol and soil name | Depth | Sand | Silt | Clay | Moist bulk density | Saturated hydraulic conductivity | Available water capacity | Linear extensibility | Organic matter | Erosion factors | | | Wind erodibility group | Wind erodibility index |
| | | | | | | | | | | Kw | Kf | T | | |
| | *In* | *Pct* | *Pct* | *Pct* | *g/cc* | *micro m/sec* | *In/In* | *Pct* | *Pct* | | | | | |
| 25—Hidalgo fine sandy loam, 0 to 1 percent slopes | | | | | | | | | | | | | | |
| Hidalgo | 0-17 | 53-63- 75 | 5-19- 35 | 5-18- 20 | 1.35-1.45 -1.65 | 14.00-28.00-42. 00 | 0.10-0.13-0. 15 | 0.3- 1.4- 1.7 | 0.5- 1.0- 1.5 | .24 | .24 | 5 | 3 | 86 |
| | 17-28 | 25-48- 70 | 10-25- 50 | 23-27- 35 | 1.20-1.40 -1.50 | 4.00-9.00-14.00 | 0.10-0.13-0. 18 | 1.2- 2.1- 5.0 | 0.3- 0.6- 1.0 | .28 | .28 | | | |
| | 28-38 | 25-35- 70 | 10-35- 50 | 23-30- 35 | 1.20-1.40 -1.60 | 4.00-9.00-14.00 | 0.10-0.13-0. 18 | 1.2- 2.3- 5.9 | 0.1- 0.3- 0.5 | .32 | .32 | | | |
| | 38-80 | 25-30- 70 | 10-40- 50 | 23-30- 35 | 1.40-1.50 -1.80 | 4.00-9.00-14.00 | 0.10-0.13-0. 18 | 1.0- 2.2- 5.0 | 0.1- 0.2- 0.3 | .32 | .32 | | | |
| Willacy | — | — | — | — | — | — | — | — | — | | | | | |
| Brennan | — | — | — | — | — | — | — | — | — | | | | | |

| Physical Soil Properties–Hidalgo County, Texas | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Map symbol and soil name | Depth | Sand | Silt | Clay | Moist bulk density | Saturated hydraulic conductivity | Available water capacity | Linear extensibility | Organic matter | Erosion factors | | | Wind erodibility group | Wind erodibility index |
| | | | | | | | | | | Kw | Kf | T | | |
| | *In* | *Pct* | *Pct* | *Pct* | *g/cc* | *micro m/sec* | *In/In* | *Pct* | *Pct* | | | | | |
| 28—Hidalgo sandy clay loam, 0 to 1 percent slopes | | | | | | | | | | | | | | |
| Hidalgo | 0-17 | 45-55- 70 | 5-18- 28 | 20-27- 30 | 1.35-1.50 -1.65 | 4.00-9.00-14.00 | 0.10-0.13-0. 18 | 1.5- 2.7- 5.0 | 1.0- 1.5- 2.0 | .17 | .17 | 5 | 5 | 56 |
| | 17-28 | 25-48- 70 | 10-25- 50 | 23-27- 35 | 1.20-1.40 -1.50 | 4.00-9.00-14.00 | 0.10-0.13-0. 18 | 1.2- 2.1- 5.0 | 0.3- 0.6- 1.0 | .28 | .28 | | | |
| | 28-38 | 25-35- 70 | 10-35- 50 | 23-30- 35 | 1.20-1.40 -1.60 | 4.00-9.00-14.00 | 0.10-0.13-0. 18 | 1.2- 2.3- 5.9 | 0.1- 0.3- 0.5 | .32 | .32 | | | |
| | 38-80 | 25-30- 70 | 10-40- 50 | 23-30- 35 | 1.40-1.50 -1.80 | 4.00-9.00-14.00 | 0.10-0.13-0. 18 | 1.0- 2.2- 5.0 | 0.1- 0.2- 0.3 | .32 | .32 | | | |
| Raymondville | — | — | — | — | — | — | — | — | — | | | | | |
| Racombes | — | — | — | — | — | — | — | — | — | | | | | |
| Willacy | — | — | — | — | — | — | — | — | — | | | | | |
| 52—Raymondville clay loam, 0 to 1 percent slopes | | | | | | | | | | | | | | |
| Raymondville | 0-15 | -31- | -33- | 32-37- 42 | 1.20-1.33 -1.45 | 1.40-2.70-4.00 | 0.12-0.15-0. 18 | 6.0- 7.5- 8.9 | 1.0- 2.0- 3.0 | .28 | .28 | 5 | 4 | 86 |
| | 15-43 | -30- | -32- | 35-38- 50 | 1.25-1.35 -1.45 | 0.42-1.00-1.40 | 0.12-0.15-0. 18 | 6.0- 7.5- 8.9 | 0.5- 0.8- 1.0 | .28 | .28 | | | |
| | 43-65 | -30- | -30- | 35-40- 45 | 1.25-1.35 -1.45 | 0.42-1.00-1.40 | 0.12-0.15-0. 18 | 6.0- 7.5- 8.9 | 0.1- 0.3- 0.5 | .28 | .28 | | | |
| Unnamed | — | — | — | — | — | — | — | — | — | | | | | |

# Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 19, Jun 11, 2020

# Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

*Hydrologic soil group* is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007(http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

*Group A.* Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

*Group B.* Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

*Group C.* Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

*Group D.* Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

*Depth* to the upper and lower boundaries of each layer is indicated.

*Texture* is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

*Classification* of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

*Percentage of rock fragments* larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

*Percentage (of soil particles) passing designated sieves* is the percentage of the soil fraction less than 3 inches in diameter based on an ovendry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

*Liquid limit* and *plasticity index* (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

# Report—Engineering Properties

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

| Engineering Properties–Hidalgo County, Texas | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Map unit symbol and soil name | Pct. of map unit | Hydrologic group | Depth | USDA texture | Classification | | Pct Fragments | | Percentage passing sieve number— | | | | Liquid limit | Plasticity index |
| | | | | | Unified | AASHTO | >10 inches | 3-10 inches | 4 | 10 | 40 | 200 | | |
| | | | *In* | | | | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* |
| 25—Hidalgo fine sandy loam, 0 to 1 percent slopes | | | | | | | | | | | | | | |
| Hidalgo | 85 | B | 0-17 | Fine sandy loam | CL, SM, SC-SM, SC | A-4, A-2-4 | 0- 0- 0 | 0- 0- 0 | 100-100-100 | 94-96-100 | 84-94-100 | 35-47-56 | 15-23-25 | 1-7 -8 |
| | | | 17-28 | Sandy clay loam, clay loam | CL, SC | A-6, A-7-6 | 0- 0- 0 | 0- 0- 0 | 100-100-100 | 94-98-100 | 85-96-100 | 50-60-75 | 30-35-44 | 11-17-22 |
| | | | 28-38 | Clay loam, sandy clay loam | CL, SC | A-6, A-7-6 | 0- 0- 0 | 0- 0- 0 | 95-97-100 | 91-94-100 | 81-93-100 | 54-68-81 | 30-38-44 | 11-17-22 |
| | | | 38-80 | Clay loam, sandy clay loam | CL, SC | A-6, A-7-6 | 0- 0- 0 | 0- 0- 0 | 96-97-100 | 91-95-100 | 82-94-100 | 57-72-84 | 30-38-44 | 11-17-22 |
| 28—Hidalgo sandy clay loam, 0 to 1 percent slopes | | | | | | | | | | | | | | |
| Hidalgo | 85 | B | 0-17 | Sandy clay loam | CL, SC | A-6 | 0- 0- 0 | 0- 0- 0 | 100-100-100 | 95-98-100 | 86-96-100 | 44-54-63 | 25-30-39 | 11-15-18 |
| | | | 17-28 | Sandy clay loam, clay loam | CL, SC | A-6, A-7-6 | 0- 0- 0 | 0- 0- 0 | 100-100-100 | 94-98-100 | 85-96-100 | 50-60-75 | 30-35-44 | 11-17-22 |
| | | | 28-38 | Clay loam, sandy clay loam | CL, SC | A-6, A-7-6 | 0- 0- 0 | 0- 0- 0 | 95-97-100 | 91-94-100 | 81-93-100 | 54-68-81 | 30-38-44 | 11-17-22 |
| | | | 38-80 | Sandy clay loam, clay loam | CL, SC | A-6, A-7-6 | 0- 0- 0 | 0- 0- 0 | 96-97-100 | 91-95-100 | 82-94-100 | 57-72-84 | 30-38-44 | 11-17-22 |

| Engineering Properties–Hidalgo County, Texas | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Map unit symbol and soil name | Pct. of map unit | Hydrologic group | Depth | USDA texture | Classification | | Pct Fragments | | Percentage passing sieve number— | | | | Liquid limit | Plasticity index |
| | | | | | Unified | AASHTO | >10 inches | 3-10 inches | 4 | 10 | 40 | 200 | | |
| | | | *In* | | | | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* | *L-R-H* |
| 52—Raymondville clay loam, 0 to 1 percent slopes | | | | | | | | | | | | | | |
| Raymondville | 85 | C | 0-15 | Clay loam | CL | A-6, A-7-6 | 0- 0- 0 | 0- 0- 0 | 100-100-100 | 100-100-100 | 95-98-100 | 51-68-85 | 37-44-50 | 18-24-30 |
| | | | 15-43 | Clay, clay loam | CH, CL | A-6, A-7-6 | 0- 0- 0 | 0- 0- 0 | 100-100-100 | 95-98-100 | 95-98-100 | 75-85-95 | 38-47-55 | 19-27-35 |
| | | | 43-65 | Clay, clay loam | CH, CL | A-7-6 | 0- 0- 0 | 0- 0- 0 | 100-100-100 | 85-93-100 | 80-90-100 | 75-85-95 | 40-47-53 | 20-25-30 |

# Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 19, Jun 11, 2020

Liquid Limit—Hidalgo County, Texas
(Weslaco Industrial Park)

Map Scale: 1:6,970 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 300 600 1200 1800

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

## MAP LEGEND

**Area of Interest (AOI)**

Area of Interest (AOI)

**Soils**

**Soil Rating Polygons**

<= 34.4

> 34.4 and <= 35.9

> 35.9 and <= 45.8

Not rated or not available

**Soil Rating Lines**

<= 34.4

> 34.4 and <= 35.9

> 35.9 and <= 45.8

Not rated or not available

**Soil Rating Points**

<= 34.4

> 34.4 and <= 35.9

> 35.9 and <= 45.8

Not rated or not available

**Water Features**

Streams and Canals

**Transportation**

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

**Background**

Aerial Photography

## MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 19, Jun 11, 2020

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

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

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

# Liquid Limit

| Map unit symbol | Map unit name | Rating (percent) | Acres in AOI | Percent of AOI |
|---|---|---|---|---|
| 25 | Hidalgo fine sandy loam, 0 to 1 percent slopes | 34.4 | 28.0 | 19.5% |
| 28 | Hidalgo sandy clay loam, 0 to 1 percent slopes | 35.9 | 83.1 | 57.7% |
| 52 | Raymondville clay loam, 0 to 1 percent slopes | 45.8 | 32.9 | 22.9% |
| **Totals for Area of Interest** | | | **144.0** | **100.0%** |

## Description

Liquid limit (LL) is one of the standard Atterberg limits used to indicate the plasticity characteristics of a soil. It is the water content, on a percent by weight basis, of the soil (passing #40 sieve) at which the soil changes from a plastic to a liquid state. Generally, the amount of clay- and silt-size particles, the organic matter content, and the type of minerals determine the liquid limit. Soils that have a high liquid limit have the capacity to hold a lot of water while maintaining a plastic or semisolid state.

Liquid limit is used in classifying soils in the Unified and AASHTO classification systems.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

## Rating Options

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff: None Specified*

*Tie-break Rule:* Higher

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

# Plasticity Index—Hidalgo County, Texas
(Weslaco Industrial Park)

Map Scale: 1:6,970 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 300 600 1200 1800

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

## MAP LEGEND

**Area of Interest (AOI)**

Area of Interest (AOI)

**Soils**

**Soil Rating Polygons**

<= 14.9

> 14.9 and <= 16.6

> 16.6 and <= 25.6

Not rated or not available

**Soil Rating Lines**

<= 14.9

> 14.9 and <= 16.6

> 16.6 and <= 25.6

Not rated or not available

**Soil Rating Points**

<= 14.9

> 14.9 and <= 16.6

> 16.6 and <= 25.6

Not rated or not available

**Water Features**

Streams and Canals

**Transportation**

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

**Background**

Aerial Photography

## MAP INFORMATION

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 19, Jun 11, 2020

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

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

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

# Plasticity Index

| Map unit symbol | Map unit name | Rating (percent) | Acres in AOI | Percent of AOI |
|---|---|---|---|---|
| 25 | Hidalgo fine sandy loam, 0 to 1 percent slopes | 14.9 | 28.0 | 19.5% |
| 28 | Hidalgo sandy clay loam, 0 to 1 percent slopes | 16.6 | 83.1 | 57.7% |
| 52 | Raymondville clay loam, 0 to 1 percent slopes | 25.6 | 32.9 | 22.9% |
| **Totals for Area of Interest** | | | **144.0** | **100.0%** |

## Description

Plasticity index (PI) is one of the standard Atterberg limits used to indicate the plasticity characteristics of a soil. It is defined as the numerical difference between the liquid limit and plastic limit of the soil. It is the range of water content in which a soil exhibits the characteristics of a plastic solid.

The plastic limit is the water content that corresponds to an arbitrary limit between the plastic and semisolid states of a soil. The liquid limit is the water content, on a percent by weight basis, of the soil (passing #40 sieve) at which the soil changes from a plastic to a liquid state.

Soils that have a high plasticity index have a wide range of moisture content in which the soil performs as a plastic material. Highly and moderately plastic clays have large PI values. Plasticity index is used in classifying soils in the Unified and AASHTO classification systems.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

## Rating Options

*Units of Measure:* percent

*Aggregation Method:* Dominant Component

*Component Percent Cutoff: None Specified*

*Tie-break Rule:* Lower

*Interpret Nulls as Zero:* No

*Layer Options (Horizon Aggregation Method):* All Layers (Weighted Average)

Unified Soil Classification (Surface)—Hidalgo County, Texas
(Weslaco Industrial Park - Unified Soil Classification (Surface))

Map Scale: 1:6,970 if printed on A portrait (8.5" x 11") sheet.

N

Meters: 0 100 200 400 600

Feet: 0 300 600 1200 1800

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

# MAP LEGEND

**Area of Interest (AOI)**

Area of Interest (AOI)

**Soils**

**Soil Rating Polygons**

CH
CL
CL-A (proposed)
CL-K (proposed)
CL-ML
CL-O (proposed)
CL-T (proposed)
GC
GC-GM
GM
GP
GP-GC
GP-GM
GW
GW-GC
GW-GM
MH
MH-A (proposed)
MH-K (proposed)
MH-O (proposed)
MH-T (proposed)
ML
ML-A (proposed)
ML-K (proposed)
ML-O (proposed)
ML-T (proposed)
OH
OH-T (proposed)
OL
PT
SC
SC-SM
SM
SP
SP-SC
SP-SM
SW
SW-SC
SW-SM
Not rated or not available

**Soil Rating Lines**

CH
CL
CL-A (proposed)
CL-K (proposed)
CL-ML
CL-O (proposed)
CL-T (proposed)
GC
GC-GM
GM
GP
GP-GC
GP-GM
GW
GW-GC
GW-GM
MH
MH-A (proposed)
MH-K (proposed)
MH-O (proposed)
MH-T (proposed)
ML
ML-A (proposed)
ML-K (proposed)
ML-O (proposed)
ML-T (proposed)
OH
OH-T (proposed)
OL
PT
SC
SC-SM
SM
SP
SP-SC
SP-SM
SW
SW-SC
SW-SM
Not rated or not available

**Soil Rating Points**

CH
CL
CL-A (proposed)
CL-K (proposed)
CL-ML
CL-O (proposed)
CL-T (proposed)
GC
GC-GM
GM
GP
GP-GC
GP-GM
GW
GW-GC
GW-GM
MH
MH-A (proposed)
MH-K (proposed)
MH-O (proposed)
MH-T (proposed)
ML
ML-A (proposed)
ML-K (proposed)
ML-O (proposed)
ML-T (proposed)
OH
OH-T (proposed)
OL
PT
SC
SC-SM
SM
SP
SP-SC
SP-SM
SW
SW-SC
SW-SM
Not rated or not available

**Water Features**

Streams and Canals

**Transportation**

Rails

## MAP INFORMATION

Interstate Highways

US Routes

Major Roads

Local Roads

**Background**

Aerial Photography

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

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

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

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

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

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

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

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 19, Jun 11, 2020

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

Date(s) aerial images were photographed: Sep 20, 2015—Nov 5, 2017

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

# Unified Soil Classification (Surface)

| Map unit symbol | Map unit name | Rating | Acres in AOI | Percent of AOI |
|---|---|---|---|---|
| 25 | Hidalgo fine sandy loam, 0 to 1 percent slopes | SC-SM | 28.0 | 19.5% |
| 28 | Hidalgo sandy clay loam, 0 to 1 percent slopes | CL | 83.1 | 57.7% |
| 52 | Raymondville clay loam, 0 to 1 percent slopes | CL | 32.9 | 22.9% |
| **Totals for Area of Interest** | | | **144.0** | **100.0%** |

## Description

The Unified soil classification system classifies mineral and organic mineral soils for engineering purposes on the basis of particle-size characteristics, liquid limit, and plasticity index. It identifies three major soil divisions: (i) coarse-grained soils having less than 50 percent, by weight, particles smaller than 0.074 mm in diameter; (ii) fine-grained soils having 50 percent or more, by weight, particles smaller than 0.074 mm in diameter; and (iii) highly organic soils that demonstrate certain organic characteristics. These divisions are further subdivided into a total of 15 basic soil groups. The major soil divisions and basic soil groups are determined on the basis of estimated or measured values for grain-size distribution and Atterberg limits. ASTM D 2487 shows the criteria chart used for classifying soil in the Unified system and the 15 basic soil groups of the system and the plasticity chart for the Unified system.

The various groupings of this classification correlate in a general way with the engineering behavior of soils. This correlation provides a useful first step in any field or laboratory investigation for engineering purposes. It can serve to make some general interpretations relating to probable performance of the soil for engineering uses.

For each soil horizon in the database one or more Unified soil classifications may be listed. One is marked as the representative or most commonly occurring. The representative classification is shown here for the surface layer of the soil.

## Rating Options

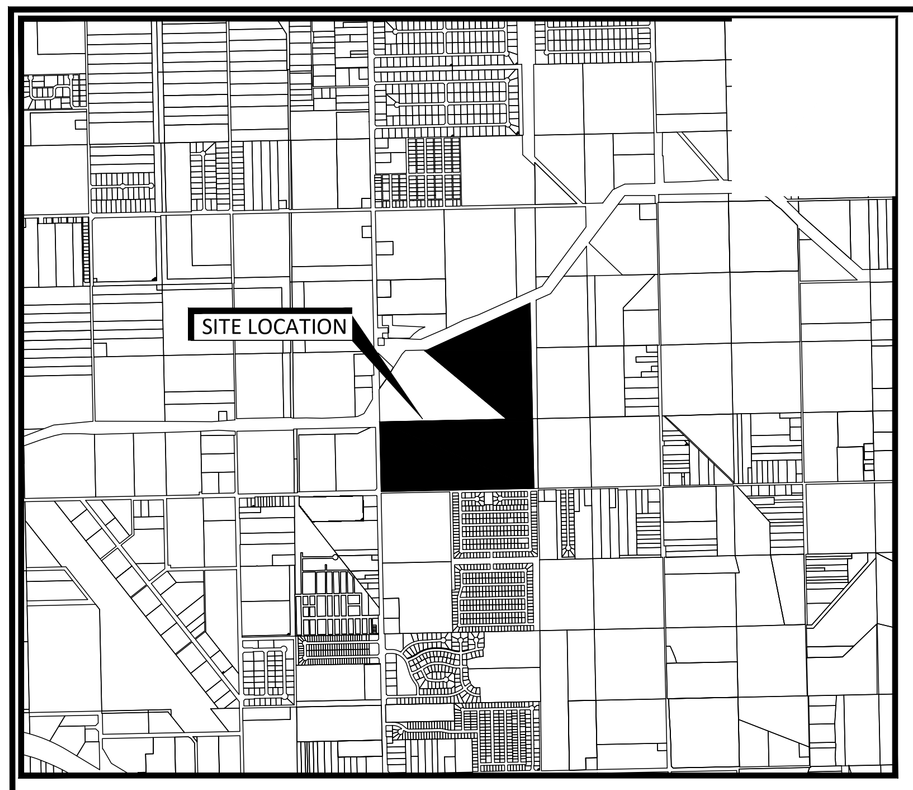
*Aggregation Method:* Dominant Condition

*Component Percent Cutoff: None Specified*

*Tie-break Rule:* Lower

*Layer Options (Horizon Aggregation Method):* Surface Layer (Not applicable)

# Exhibits




LOCATION MAP
SCALE: 1"=2000'

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS MID–VALLEY INTERNATIONAL INDUSTRIAL PARK, DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE USE OF THE STREETS, ALLEYS, AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF WESLACO, RESIDENTS OF THE SUBDIVISION, AND THEIR GUESTS.

ECONOMIC DEVELOPMENT CORPORATION OF WESLACO
275 S KANSAS AVE.
WESLACO, TEXAS, 78596
HIDALGO COUNTY, TEXAS

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **STEVEN VALDEZ**, KNOWN TO ME TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF_____, 20__.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

## COUNTY OF HIDALGO
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF MID–VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 20__.

ATTEST: HIDALGO COUNTY JUDGE DATE

HIDALGO COUNTY CLERK DATE

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

ON: _____ AT _____ AM/PM.

INSTRUMENT NUMBER_____
OF MAP RECORD OF HIDALGO COUNTY TEXAS.

BY: _____ DEPUTY.

| INDEX TO SHEETS OF MID–VALLEY INTERNATIONAL INDUSTRIAL PARK | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT #2, AND H.C.H.D. REVISION NOTES. |
| SHEET 2 – 3 | PLAT WITH LOT AND EASEMENT DESIGNATIONS |

## STATE OF TEXAS
## COUNTY OF HIDALGO

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

CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO DATE

CITY CLERK DATE

## HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION
## COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

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

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

## STATE OF TEXAS
## HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

DATE THIS _____ DAY OF _____ 20_____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT–OF–WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

## RIGHT–OF–WAY EASEMENT
## COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS , ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, 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 CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

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

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, 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.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____, 20_____.

WESLACO ECONOMIC DEVELOPMENT CORPORATION
OWNER

## STATE OF TEXAS
## COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) (THEY) EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE_____ DAY OF _____, 20_____.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

## SURVEY NOTES:

1. BASIS OF BEARING: SOUTH LINE OF FARM TRACT 1056, ADAMS TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
2. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
3. ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

## GENERAL NOTES

1. THIS SUBDIVISION LIES WITHIN THE CITY OF WESLACO, TEXAS CITY LIMITS.
2. SUBDIVISION ZONING IS AS FOLLOWS:
   LOTS 1A–1D & LOTS 23A–23D.....B–2 (SECONDARY AND HIGHWAY BUSINESS DISTRICT)
   LOTS 2 – 22..... I (INDUSTRIAL DISTRICT)
3. MINIMUM SETBACK FOR ZONE B–2 ARE AS FOLLOWS:
   (EXCEPT WHERE EASEMENT APPLIES)
   FRONT..... 20 FEET
   REAR..... 10 FEET
   SIDES..... 5 FEET
   CORNER LOT SIDE..... 10 FEET

   MINIMUM SETBACK FOR ZONE I ARE AS FOLLOWS:
   (EXCEPT WHERE GREATER EASEMENT APPLIES)
   FRONT..... 20 FEET
   REAR..... 10 FEET
   SIDES..... 5 FEET
   CORNER LOT SIDE..... 10 FEET
4. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: "ZONE X" – AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN.
   COMMUNITY–PANEL NUMBER: 480334 0450 C
   MAP REVISED: JUNE 06, 2000
5. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
6. A 6 FT SIDEWALK IS REQUIRED ALONG FM 1015 AND A 5 FT SIDEWALK IS REQUIRED ALONG MILE 9 ROAD UPON THE ISSUANCE OF A NOTICE TO PROCEED.
7. A 5 FT SIDEWALK (LOCATED 3–FT BEHIND BACK OF CURB) WITH ADA RAMPS IS REQUIRED ALONG BOTH SIDES OF INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS OR COMMON AREAS, THE LOT OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
8. ALL INTERIOR LOT CORNERS WILL BE MARKED BY A SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED SAMES.
9. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF THE ADJACENT CURB. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
10. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND AS DESCRIBED AS:
    BENCHMARK No. 1: ELEV. 67.200 FEET; 1/2 INCH ROD LOCATED NEAR THE NORTHEAST INTERSECTION OF FM 1015 AND MILE 9 N RD.
11. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 64.50 ACRE–FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: REGIONAL ONSITE DETENTION AREAS AS WELL AS WIDENING OF ADJACENT EXISTING DRAINAGE DITCHES #17, SEGMENT 0346.
12. INDIVIDUAL LOT DEVELOPERS SHALL SUBMIT A DRAINAGE REPORT FOR THEIR RESPECTIVE DEVELOPMENT. IF THE REQUIRED DETENTION VOLUME EXCEEDS WHAT HAS BEEN PROVIDED FOR THE SITE, THE DEVELOPER IS RESPONSIBLE FOR PROVIDING THE DIFFERENCE IN VOLUME AND DETENTION.
13. LOTS 1A THRU 1D AND 23A THROUGH 23D SHALL NOT DISCHARGE STORMWATER RUNOFF TO TxDOT DRAINAGE SYSTEM.
14. STORMWATER RUNOFF FOR EACH LOT SHALL BE ACCOMPLISHED AS FOLLOW:
    – LOTS 1A THRU 7.....CONVEY RUNOFF TO ECONOMIC AVE.
    – LOTS 8 THRU 9.....CONVEY RUNOFF TO DRAINAGE EASEMENT ALONG BACK OF LOTS
    – LOTS 10 THRU 15.....CONVEY RUNOFF TO DRAINAGE EASEMENT AND/OR R.O.W. ALONG BACK OF LOTS
    – LOTS 16 THRU 23D.....CONVEY RUNOFF TO DRAINAGE EASEMENT ALONG BACK OF LOTS
15. NO FILL OR 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.
16. ROUTINE MAINTENANCE OF WEEDS AND GRASS IN ALL DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER, HOA, OR PROPERTY OWNER ASSOCIATION ON WHICH THE EASEMENT IS LOCATED.
17. LOT A IS A GREENBELT LOT FOR DRAINAGE PURPOSES AND SHALL BE MAINTAINED BY THE HOA OR PROPERTY OWNER ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS.
18. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
19. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 10.00 FEET AS NOTED. 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.
20. NO ABOVE GROUND UTILITIES WILL BE PERMITTED WITHIN THIS SUBDIVISION.
21. LOT OWNER(S) 1A THRU 1D AND 23A THROUGH 23D SHALL PROVIDE SHARED COMMON CROSS ACCESS BETWEEN LOTS. A RECIPROCAL ACCESS AGREEMENT IS REQUIRED BETWEEN COMMERCIAL LOTS.
22. NO ACCESS DIRECTLY ONTO MILE 9 ROAD SHALL BE PERMITTED FOR LOTS 2 THROUGH 8.
23. NO ACCESS WILL BE ALLOWED TO MILE 2–1/2 RD.
24. THIS IS A PARTIAL PRIVATE STREET SUBDIVISION. DEVELOPMENT DR. IS DESIGNATED AS A PRIVATE STREET FROM MILE 9 N. RD. R.O.W. TO CENTER OF ECONOMIC AVE. R.O.W. THIS PORTION OF SUCH STREET HAS NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS. IT SHALL BE MAINTAINED BY THE PROPERTY OWNER'S ASSOCIATION WITHIN THE SUBDIVISION. THE STREET SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
25. ALL SUCH PRIVATE STREETS SHALL BE DESIGNATED AS INGRESS / EGRESS ACCESS, UNDERGROUND ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION, DRAINAGE, WATER, SANITARY SEWER, AND PEDESTRIAN EASEMENTS.
26. ALL PRIVATE STREETS, INCLUSIVE OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY, AND REPAIR.
27. AFTER THE RECORDING OF THE PLAT'S CONDITIONS, COVENANTS, AND RESTRICTIONS (CCRS) TO THUS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHEREAFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.
28. THE HOMEOWNER'S ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO, TEXAS, HARMLESS AND INDEMNIFY SAID CITY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS, PRIVATE STREET LIGHTING, AND ANY OTHER PRIVATE IMPROVEMENT IN THE PRIVATE STREET AREA.
29. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.
30. A STORMWATER POLLUTION PREVENTION PLAN IS REQUIRED PRIOR TO CONSTRUCTION.
31. LANDSCAPING IS REQUIRED AS PER CITY ORDINANCE.
32. ALL COMMON ACCESS, PARKING, AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
33. INDIVIDUAL LOT DEVELOPERS SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE WATER PRESSURE FOR THE REQUIRED FIRE PROTECTION/SUPPRESSION SYSTEM FOR THEIR RESPECTIVE DEVELOPMENT.
34. SITE PLAN APPROVAL REQUIRED FOR EACH LOT PRIOR TO ISSUANCE OF A BUILDING PERMIT.
35. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
36. A MINIMUM SIX–FOOT BUFFER FENCE SHALL BE REQUIRED ALONG ANY NATURAL AND/OR MANMADE HAZARD SUCH AS OPEN CANAL, OPEN DITCH, CALICHE PIT, AND HOLDING POND.

## TXDOT NOTES

1. OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN FM 1015 R.O.W..
2. MAXIMUM ACCESS POINTS TO FM 1015 FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS." THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM OF THREE (3) ACCESS POINTS.
3. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT–OF–WAY SHALL BE DIRECTED BY TXDOT.
4. ANY TRAFFIC CONTROL MEASURES (LEFT–TURN LANE, RIGHT–TURN LANE, ACCEL. LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.

# MID–VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 – 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED AS THE FOLLOWING METES AND BOUNDS:

## METES AND BOUNDS

TRACT I:
A 35.26 ACRES (1,535,942.23 SQ.FT.) TRACT OF LAND OUT OF FARM TRACT 1056, AND A 44.95 ACRE (1,957,987.89 SQ.FT.), TRACT OF LAND OUT OF FARM TRACT 1057, WEST AND ADAMS TRACTS SUBDIVISION, THEREOF CONVEYED TO THE WESLACO ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN DOCUMENT No. 3223710, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

TRACT II:
A 6.04 ACRES (263,119.42 SQ.FT.) TRACT OF LAND OUT OF FARM TRACTS 1056 AND 1057, AND A 59.84 ACRES (2,606,613.45 SQ.FT.) TRACT OF LAND OUT OF FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, THEREOF CONVEYED TO SAN JACINTO ENTERPRISES, LLC, DOCUMENT No. 3053281, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS OF HIDALGO COUNTY, TEXAS;

COMMENCING; AT THE COMMON CORNERS OF FARM TRACT 1056, WEST AND ADAMS TRACTS SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34–37, MAP RECORDS, HIDALGO COUNTY, TEXAS, THENCE; SOUTH 01°09'51" EAST, ALONG THE COMMON LINE OF FARM TRACT 1056 AND 1040, A DISTANCE OF 20.00 FEET, TO A POINT ON THE CENTERLINE OF MILE 3 ROAD WEST, THENCE; SOUTH 88°50'09" WEST, PARALLEL TO THE SOUTH LINE OF FARM TRACT 1056, A DISTANCE OF 110.00 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, AT THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD (HAVING A 60.0' RIGHT OF WAY) NORTH, BEING THE POINT OF BEGINNING, HAVING A GRID COORDINATE OF E=1161696.9262, N=1665592940.5393, ALONG A CORNER CLIP TO A SET (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED "SAMES", FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 46°09'51" WEST, A DISTANCE OF 70.71 FEET, TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF MILE 3 ROAD WEST (HAVING A 120.0' RIGHT OF WAY), FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 01°09'51" EAST (NORTH), ALONG THE EAST RIGHT OF WAY LINE OF SAID MILE 3 ROAD WEST (F.M. 1015), A DISTANCE OF 1,250.0 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, FOR AN EXTERNAL CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 88°50'09" EAST (EAST), ALONG THE SOUTH LINE OF A TRACT OF LAND THEREOF CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, A DISTANCE OF 2,346.50 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 50°06'51" WEST (NORTH 48°57'00" WEST), ALONG THE EAST LINE OF SAID TRACT OF LAND CONVEYED TO SAID RAUL PEREZ AND RAQUEL PEREZ, A DISTANCE OF 1,984.65 FEET, TO A SET HALF (1/2) INCH IRON ROD WITH A CAP STAMPED "SAMES", ON THE SOUTH RIGHT OF WAY LINE OF A 220.00' IRRIGATION CANAL RIGHT OF WAY, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 65°30'10" EAST (NORTH 66°40'00" EAST), ALONG A DISTANCE OF 2,244.88 FEET, TO A SET HALF (1/2) INCH IRON ROD STAMPED "SAMES", FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 00°39'51" WEST (SOUTH 00°30'00" WEST), AT A DISTANCE OF 2,322.59 FEET, PASS A HALF (1/2) INCH IRON ROD, A TOTAL DISTANCE OF 3,492.59 FEET, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 88°50'09" WEST (WEST), ALONG THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD NORTH, A DISTANCE OF 2,830.62 FEET, TO A HALF (1/2) INCH FOUND IRON ROD, BEING THE POINT OF BEGINNING, CONTAINING A 146.09 ACRE (6,363,662.99 SQ. FT.) GROSS, TRACT OF LAND, MORE OR LESS.

## STATE OF TEXAS
## COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

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

OSCAR HERNANDEZ, RPLS NO. 5005 DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED, **NADIA M. LOPEZ**, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS
NADIA M. LOPEZ
111683
LICENSED
PROFESSIONAL ENGINEER

NADIA M. LOPEZ, PE NO. 111683 DATE

## PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE |
|---|---|---|---|---|
| OWNER: | EDC OF WESLACO | 275 S KANSAS AVE. | WESLACO, TEXAS 78596 | (956) 969–0838 |
| ENGINEER: | NADIA M. LOPEZ, P.E. | 200 S. 10TH ST, STE. 1500 | McALLEN, TEXAS 78501 | (956) 702–8880 |
| SURVEYOR: | OSCAR HERNANDEZ, RPLS | 200 S. 10TH ST, STE. 1500 | McALLEN, TEXAS 78501 | (956) 702–8880 |

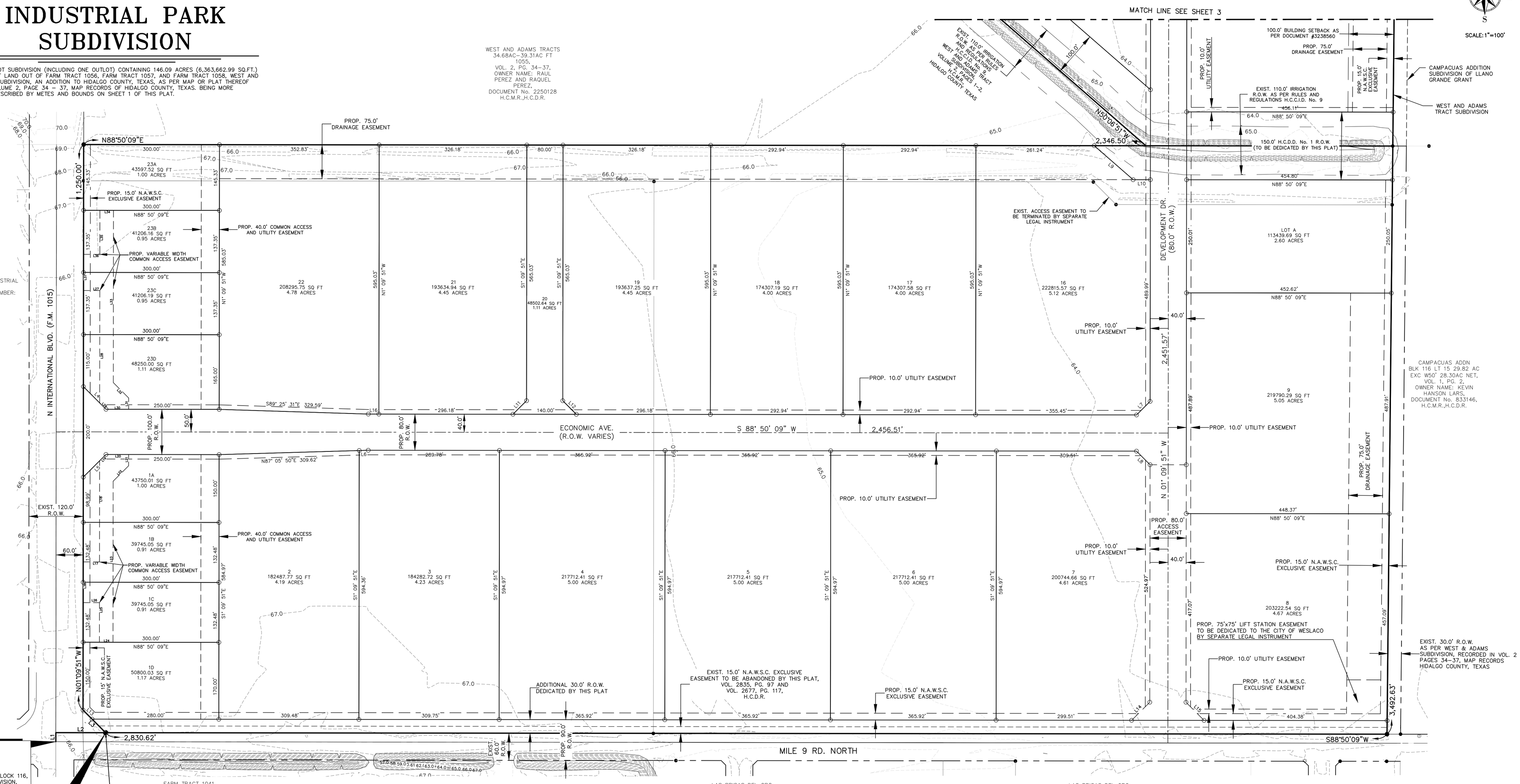
DATE OF PREPARATION: JUNE 2022



REGISTRATION # F–10602
SAMES
SAM Engineering & Surveying
200 S. 10th St, Ste. 1500
McAllen, TEXAS 78501
TEL. (956) 702–8880
FAX: (956) 702–8883

# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 30 – LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 – 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.




**P.O.C.**
COMMON CORNER OF FARM TRACT 1056, N: 16592940.5393 E: 1161696.9262 FARM TRACT 1056, BLOCK 116, ADAMS TRACT SUBDIVISION, VOL. 2, PG. 34, H.C.M.R.

**P.O.B.**
FOUND 1/2" IR, SOUTHWEST CORNER, N: 16592962.7828 E: 1161806.4910 FARM TRACT 1056, FARM TRACT 1057, BLOCK 116, ADAMS TRACT SUBDIVISION, VOL. 2, PG. 34, H.C.M.R.

**BM No. 1:**
**½" IRF, LOCATED NEAR NORTHEAST INTERSECTION OF FM 1015 AND MILE 9 N RD**
**N: 16592962.7828**
**E: 1161806.4910**
**ELEV: 67.200**

## LEGEND

| | |
|---|---|
| ● | – FND. 1/2" IRON ROD |
| ○ | – SET 1/2" IRON ROD W/CAP STAMPED "SAMES" |
| ◉ | – FND. 5/8" IRON ROD |
| ⊕ | – ON–SITE BENCHMARK |
| △ | – SET CONCRETE MONUMENTS |
| ℄ | – CENTER LINE |
| H.C.M.R. | – HIDALGO COUNTY MAP RECORDS |
| H.C.O.R. | – HIDALGO COUNTY OFFICIAL RECORDS |
| P.U.E. | – PUBLIC UTILITY EASEMENT |
| P.O.B. | – POINT OF BEGINNING |
| MON. | – MONUMENT |
| PROP. | – PROPOSED |
| ELEV. | – ELEVATION |
| R.O.W. | – RIGHT OF WAY |
| FND. | – FOUND |

SHEET 2 OF 3

DATE OF PREPARATION: JUNE 2022

REGISTRATION # F-10602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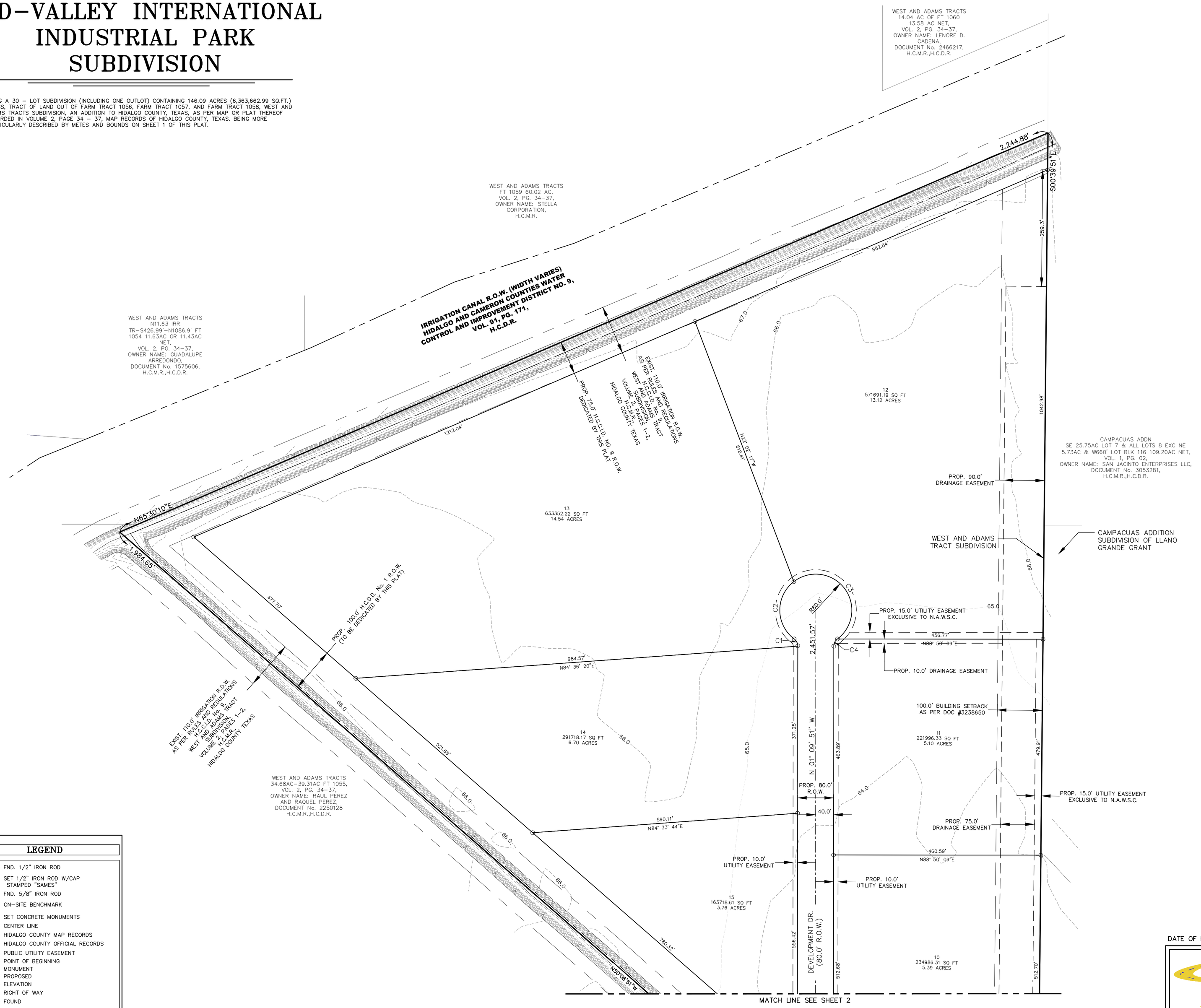
# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 30 – LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 – 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.




| Parcel Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 20.00' | S01° 09' 51"E |
| L2 | 110.00' | S88° 50' 09"W |
| L3 | 70.71' | N46° 09' 51"W |
| L4 | 70.71' | S46° 09' 51"E |
| L5 | 70.71' | S43° 50' 09"W |
| L6 | 19.97' | N87° 05' 50"E |
| L7 | 42.43' | N43° 50' 09"E |
| L8 | 42.43' | S46° 09' 51"E |
| L9 | 114.28' | S50° 06' 51"E |
| L10 | 38.02' | N88° 49' 51"E |
| L11 | 42.43' | S43° 50' 09"W |
| L12 | 42.43' | N46° 09' 51"W |
| L13 | 28.28' | S46° 09' 51"E |
| L14 | 56.57' | S43° 50' 09"W |
| L15 | 56.57' | N46° 09' 51"W |
| L16 | 23.39' | S88° 50' 09"W |
| L17 | 36.00' | N88° 50' 09"E |
| L18 | 178.50' | N01° 09' 51"W |
| L19 | 19.80' | N43° 50' 09"E |
| L20 | 50.00' | N88° 50' 09"E |
| L21 | 25.00' | S01° 09' 51"E |
| L22 | 48.10' | S43° 50' 09"W |
| L23 | 356.0' | S01° 09' 51"E |
| L24 | 30.00' | S88° 50' 09"W |
| L25 | 132.50' | N01° 09' 51"W |
| L26 | 36.00' | S88° 50' 09"W |
| L27 | 36.00' | N88° 50' 09"E |
| L28 | 208.35' | S01° 09' 51"E |
| L29 | 19.80' | S46° 09' 51"E |
| L30 | 50.00' | N88° 50' 09"E |
| L31 | 25.00' | N01° 09' 51"W |
| L32 | 48.10' | N46° 09' 51"W |
| L33 | 380.70' | S46° 09' 51"E |
| L34 | 30.00' | S88° 50' 09"W |
| L35 | 137.40' | S01° 09' 51"E |
| L36 | 36.00' | S88° 50' 09"W |
| L37 | 90.00' | S01° 09' 51"E |
| L38 | 90.00' | N01° 09' 51"W |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
| C1 | 18.55' | 20.00' | 53.13' | N27° 43' 45"W | 17.89' |
| C2 | 157.22' | 80.00' | 112.60' | S2° 00' 19"W | 133.11' |
| C3 | 242.48' | 80.00' | 173.66' | N34° 51' 53"W | 159.76' |
| C4 | 18.55' | 20.00' | 53.13' | S25° 24' 03"W | 17.89' |

## LEGEND

- ● – FND. 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD W/CAP STAMPED "SAMES"
- ◉ – FND. 5/8" IRON ROD
- ✚ – ON–SITE BENCHMARK
- △ – SET CONCRETE MONUMENTS
- ℄ – CENTER LINE

H.C.M.R. – HIDALGO COUNTY MAP RECORDS
H.C.O.R. – HIDALGO COUNTY OFFICIAL RECORDS
P.U.E. – PUBLIC UTILITY EASEMENT
P.O.B. – POINT OF BEGINNING
MON. – MONUMENT
PROP. – PROPOSED
ELEV. – ELEVATION
R.O.W. – RIGHT OF WAY
FND. – FOUND

DATE OF PREPARATION: JUNE 2022

SHEET 3 OF 3
REGISTRATION # F–10602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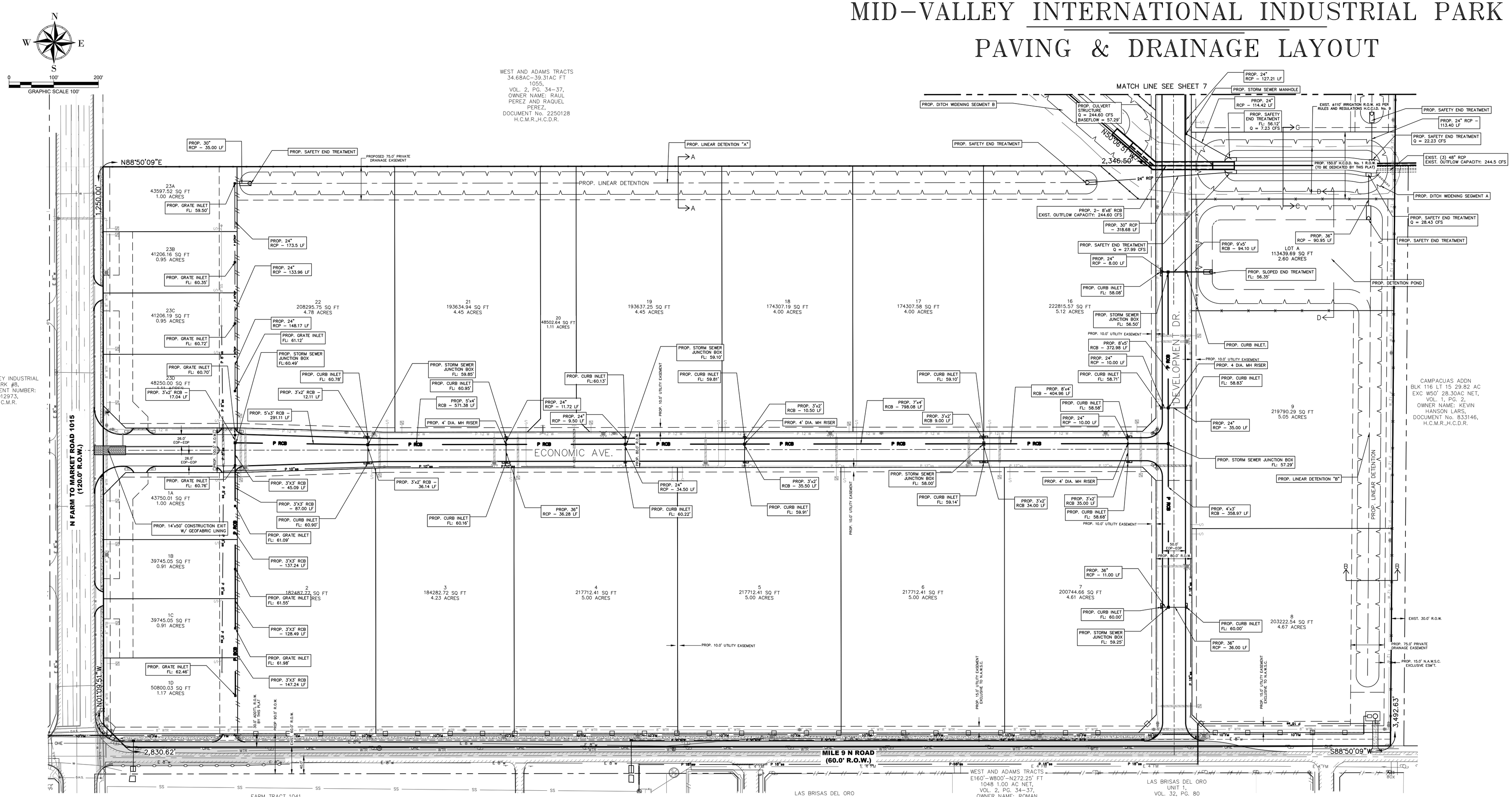
# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK

## PAVING & DRAINAGE LAYOUT




PROP. TYPICAL STREET SECTION
CONCRETE PAVEMENT
N.T.S.

| INDEX TO SHEETS OF WESLACO INDUSTRIAL PARK | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT #2, AND H.C.H.D. REVISION NOTES. |
| SHEET 2 – 3 | PLAT WITH LOT AND EASEMENT DESIGNATIONS |
| SHEET 4 – 5 | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES: ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION. |
| SHEET 6 – 7 | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS. |

| NO. | SHEET | REVISION | DATE | APPROVED |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE | FAX |
|---|---|---|---|---|---|
| OWNER: | WESLACO EDC | 275 S KANSAS AVE | WESLACO, TX 78596 | (956) 969-0838 | NONE |
| ENGINEER: | NADIA LOPEZ, P.E. | 200 S. 10TH ST., SUITE 1500 | McALLEN, TX 78501 | (956) 702-8880 | (956) 702-8883 |
| SURVEYOR: | OSCAR HERNANDEZ, RPLS | 200 S. 10TH ST., SUITE 1500 | McALLEN, TX 78501 | (956) 702-8880 | (956) 702-8883 |

DATE OF PREPARATION: MARCH 2022

SHEET 6 OF 7

REGISTRATION # F-10602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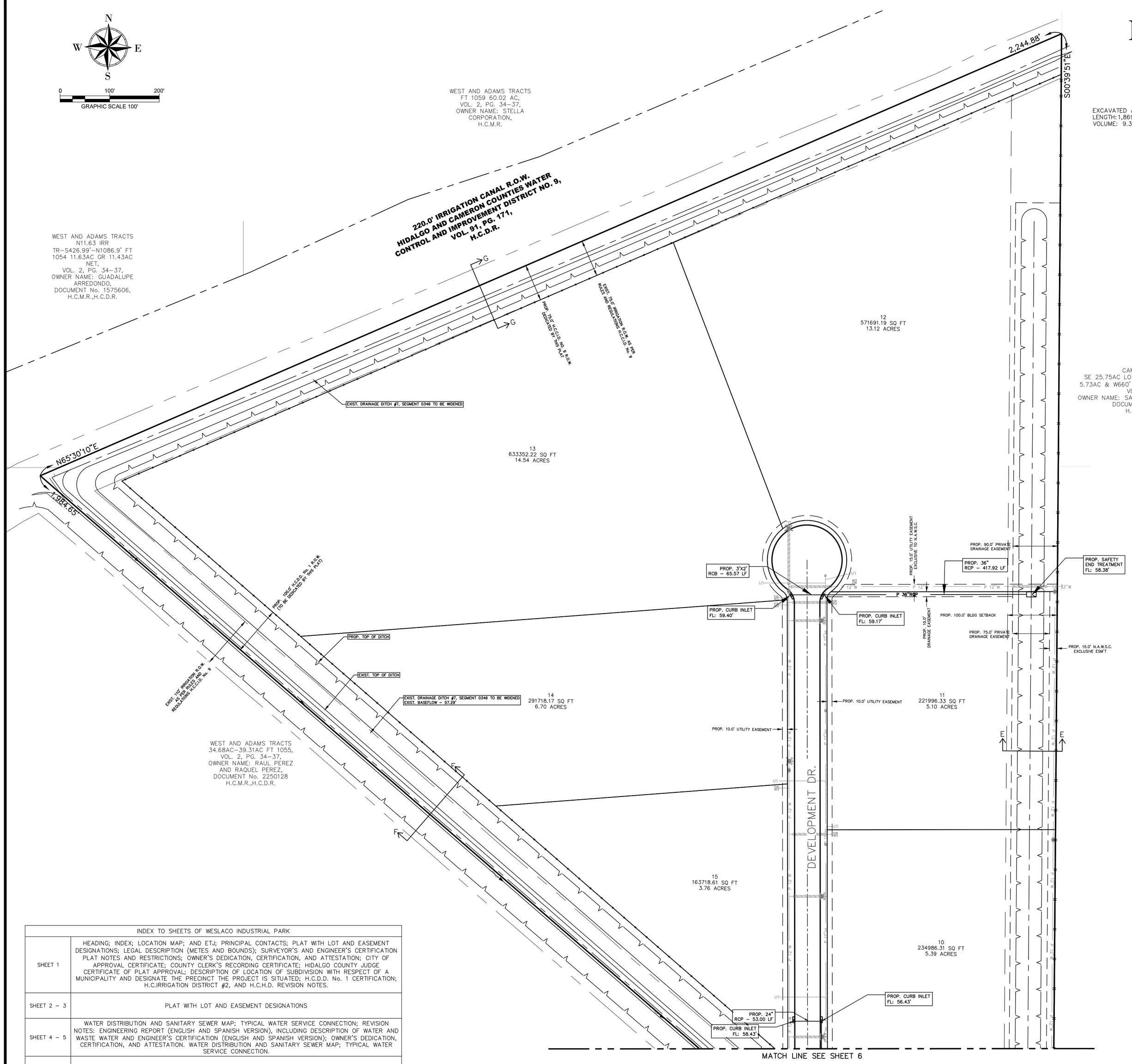
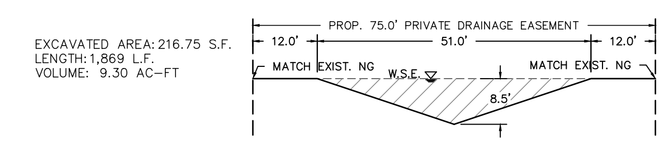
# MID–VALLEY INTERNATIONAL INDUSTRIAL PARK

## PAVING & DRAINAGE LAYOUT




SECTION 'A'
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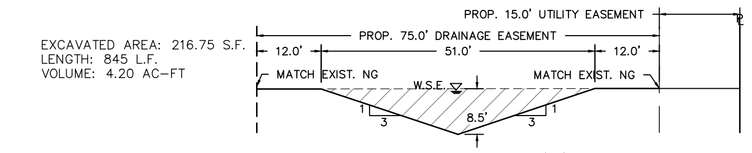


SECTION 'B'
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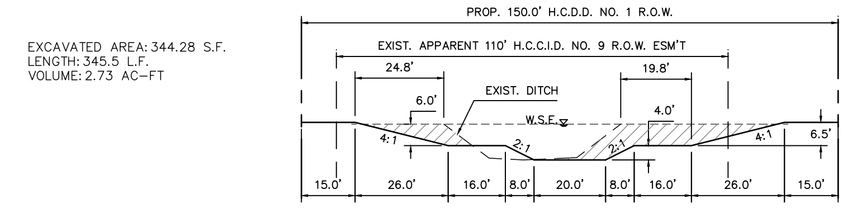


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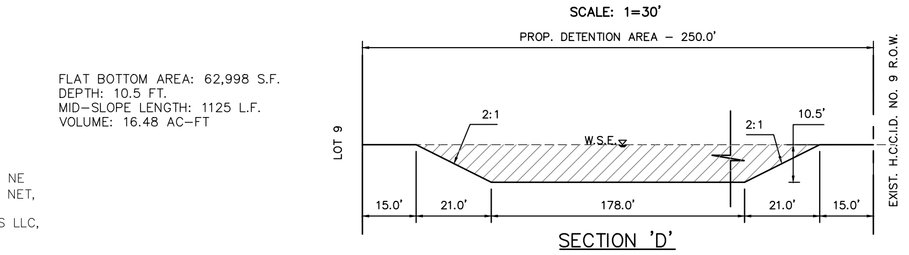


SECTION 'D'
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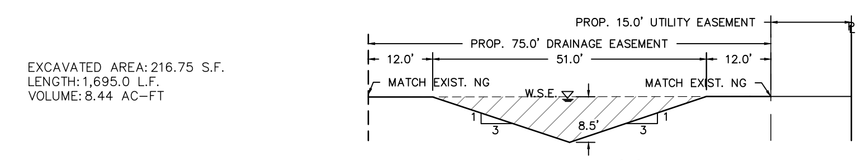


SECTION 'E'
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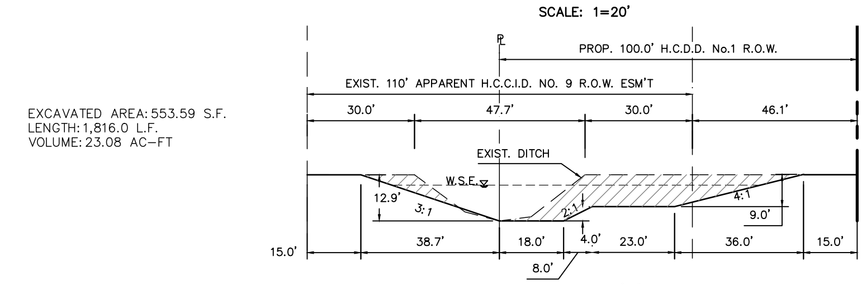
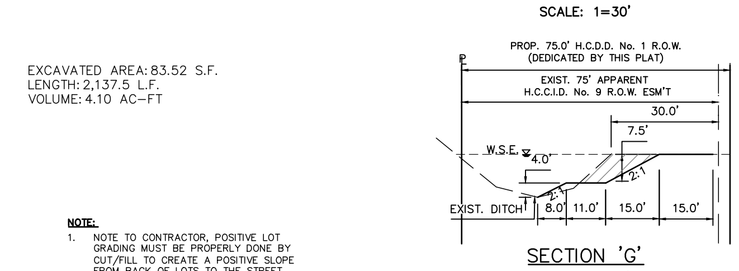



SECTION 'F'
SCALE: 1=30'




SECTION 'G'
SCALE: 1=30'

**NOTE:**

1. NOTE TO CONTRACTOR, POSITIVE LOT GRADING MUST BE PROPERLY DONE BY CUT/FILL TO CREATE A POSITIVE SLOPE FROM BACK OF LOTS TO THE STREET.

= DITCH FLOW

REVISED 6–21–2022
**DRAINAGE REPORT FOR:**
WESLACO INDUSTRIAL PARK

**UNDEVELOPED DRAINAGE PATTERN:**

WITH REFERENCE OF USGS TOPOGRAPHIC MAP, WATERSHED RUNOFF IS IN THE NORTH EAST DIRECTION AND TRAVELS APPROXIMATELY 150 FEET OVERLAND THEN CONTINUES AS CONCENTRATED FLOW FOR APPROXIMATELY 2250 FEET TO AN EXISTING DRAINAGE DITCH #17 SEGMENT 0346, OWNED BY H.C.C.I.D. #9 AND WILL BE MAINTAINED BY THE CITY OF WESLACO. ACCORDING TO CALCULATIONS, UTILIZING SCS CURVE NUMBER METHOD (TxDOT HYDRAULIC DESIGN MANUAL), THE EXISTING PEAK RUNOFF FROM A 10–YEAR STORM IS APPROXIMATED TO BE 126.3 CFS FOR THIS PROPERTY AS UNDEVELOPED.

**PROPOSED USE AND DRAINAGE IMPROVEMENTS:**

THE PROPOSED DEVELOPMENT ANTICIPATED ON THIS PROPERTY WILL INCLUDE THE ADDITION OF ONE COMMERCIAL SITE EACH ON LOTS 1A–1D AND 23A–23D AND ONE INDUSTRIAL SITE EACH ON LOTS 2–21. POST–DEVELOPMENT DRAINAGE IMPROVEMENTS SHALL CONSIST OF CURB AND GUTTER, STORM SEWER DRAIN INLETS, AND STORM SEWER PIPE TO CAPTURE AND CONVEY STORM WATER RUNOFF TO AN EXISTING DRAINAGE DITCH #17 SEGMENT 1174, OWNED BY H.C.C.I.D. #9 AND WILL BE MAINTAINED BY CITY OF WESLACO, WHICH WILL BE IMPROVED TO PROVIDE A PORTION OF THE TOTAL DETENTION REQUIREMENT FOR THIS DEVELOPMENT. A SYSTEM OF PROPOSED LINEAR DETENTION AREAS WILL DETAIN THE REMAINING REQUIRED VOLUME AND WILL DISCHARGE TO THE EXISTING DITCH #17 AT A RATE NOT TO EXCEED THE PRE–DEVELOPMENT 10–YEAR PEAK RUNOFF RATE. THE ANTICIPATED POST–DEVELOPMENT PEAK RATE OF RUNOFF FOR A 50–YEAR STORM WAS CALCULATED TO BE 782.7 CFS, FOR AN INCREASE OF 656.4 CFS.

**CALCULATIONS:**

THIS DEVELOPMENT AND ITS SURROUNDING AREA ARE IN ZONE "X" (SHADED), ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP, COMMUNITY–PANEL NUMBER 480334 0450 C, MAP REVISED JUNE 6, 2000. ZONE X ARE "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN AND PROTECTED BY LEVEE FROM 100–YEAR FLOOD".

| DETENTION TABLE | |
|---|---|
| DETENTION VOLUME REQUIRED | 64.50 AC. FT. |
| DETENTION VOLUME PROVIDED | 68.33 AC. FT. |

**DRAINAGE REQUIREMENTS:**

| | |
|---|---|
| PROPOSED USE: | 146.09–AC (GROSS), 8.00–AC (NET), COMMERCIAL, 118.85–AC (NET) INDUSTRIAL. |
| CALCULATION METHOD: | SCS UNIT HYDROGRAPHS |
| DESIGN STORM: | 10–YR PRE/ 50–YR POST |
| PRE–DEVELOPMENT PEAK RUNOFF: | 126.3 CFS |
| POST–DEVELOPMENT PEAK RUNOFF: | 782.7 CFS |
| DETENTION REQUIREMENT: | 64.50 AC–FT (2,561,328 CF.) |
| OUTFALL LOCATION: | DITCH #17, SEGMENT 0346 |

**PROPOSED DETENTION PLAN:**
LINEAR DETENTION AND DETENTION PONDS WILL BE UTILIZED TO MITIGATE THE PROPOSED 50–YEAR STORM EVENT AND SHALL DISCHARGE TO IMPROVED H.C.C.I.D. NO. 9/H.C.D.D. NO.1 DITCH #17 AT A RATE NOT TO EXCEED EXISTING 10–YEAR STORM EVENT.
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A ZONE "X", "AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN" COMMUNITY PANEL NUMBER 480334 0450 C, MAP REVISED JUNE 6, 2000.

DOCUMENT RELEASED FOR
INTERIM REVIEW
UNDER THE AUTHORITY OF
NADIA M. LOPEZ, P.E. 111683
DOCUMENT INCOMPLETE,
DO NOT USE FOR BIDDING,
PERMIT, OR CONSTRUCTION.
INTERDATE: 6/21/2022

PREPARED BY: NADIA LOPEZ, P.E. DATE

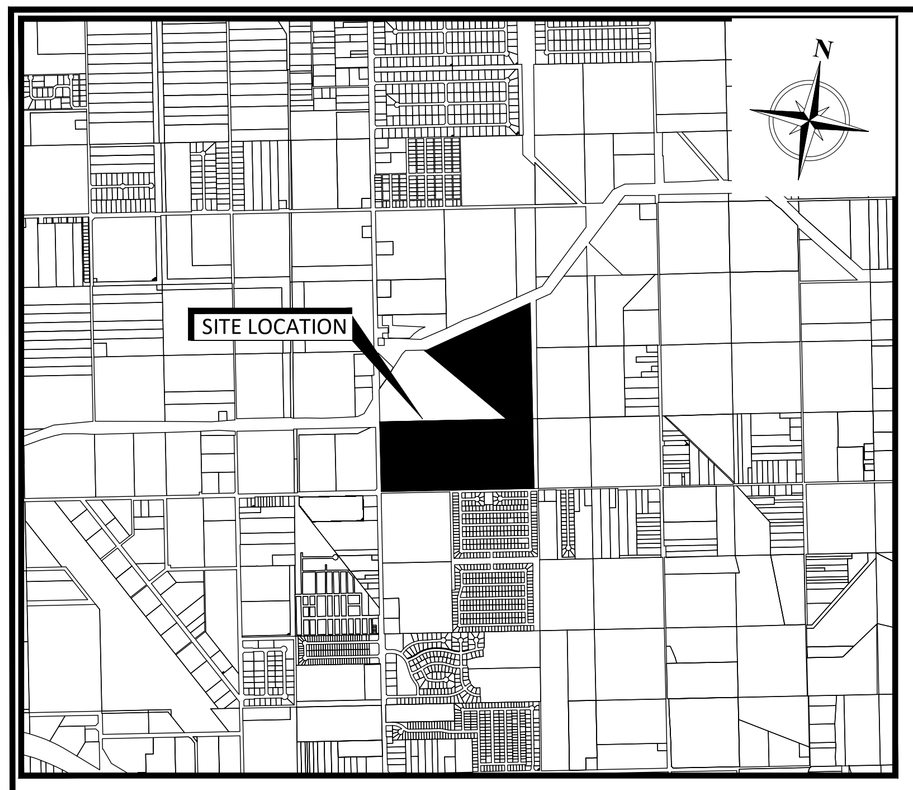
| INDEX TO SHEETS OF WESLACO INDUSTRIAL PARK | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT #2, AND H.C.H.D. REVISION NOTES. |
| SHEET 2 – 3 | PLAT WITH LOT AND EASEMENT DESIGNATIONS |
| SHEET 4 – 5 | WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION; REVISION NOTES; ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. WATER DISTRIBUTION AND SANITARY SEWER MAP; TYPICAL WATER SERVICE CONNECTION. |
| SHEET 6 – 7 | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; & CONSTRUCTION DETAILS. |

SHEET 7 OF 7

DATE OF PREPARATION: JUNE 2022

REGISTRATION # F–10602


SAMES
SAM Engineering & Surveying
200 S. 10TH ST. SUITE 1500.
McALLEN, TEXAS 78501
TEL. (956) 702–8880
FAX: (956) 702–8883




LOCATION MAP
SCALE: 1"=2000'

## STATE OF TEXAS
## COUNTY OF HIDALGO

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

CHAIRPERSON, PLANNING AND ZONING COMMISSION  DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

I, THE UNDERSIGNED MAYOR OF THE CITY OF WESLACO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

MAYOR, CITY OF WESLACO  DATE

CITY CLERK  DATE

## HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATION
## COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

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

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

## STATE OF TEXAS
## HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

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

DATE THIS _____ DAY OF _____ 20____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. HCCID #9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9

## COUNTY OF HIDALGO
## CERTIFICATE OF PLAT APPROVAL
## UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDER SIGNED CERTIFY THAT THIS PLAT OF MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONER ON _____, 20__.

ATTEST: HIDALGO COUNTY JUDGE  DATE

HIDALGO COUNTY CLERK  DATE

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

ON: _____ AT _____ AM/PM.

INSTRUMENT NUMBER_____
OF MAP RECORD OF HIDALGO COUNTY TEXAS.

BY: _____ DEPUTY.


| INDEX TO SHEETS FOR AMENDED PLAT OF MID-VALLEY INTERNATIONAL INDUSTRIAL PARK | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT #2, AND H.C.H.D. REVISION NOTES. |
| SHEET 2 | OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION |
| SHEET 3 – 4 | PLAT WITH LOT AND EASEMENT DESIGNATIONS |


SURVEY NOTES:

1. BASIS OF BEARING: SOUTH LINE OF FARM TRACT 1056, ADAMS TRACT SUBDIVISION, AS PER MAP RECORDED IN VOLUME 2, PAGE 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.
2. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.
3. ELEVATIONS ON THIS PROJECT ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

GENERAL NOTES

1. THIS SUBDIVISION LIES WITHIN THE CITY OF WESLACO, TEXAS CITY LIMITS.
2. SUBDIVISION ZONING IS AS FOLLOWS:
   LOTS 1A–1D & LOTS 20A–20D.....B–2 (SECONDARY AND HIGHWAY BUSINESS DISTRICT)
   LOTS 2 – 20..... I (INDUSTRIAL DISTRICT)
3. MINIMUM SETBACK FOR ZONE B–2 ARE AS FOLLOWS:
   (EXCEPT WHERE EASEMENT APPLIES)
   FRONT..... 20 FEET
   REAR..... 10 FEET
   SIDES..... 5 FEET
   CORNER LOT SIDE..... 10 FEET

   MINIMUM SETBACK FOR ZONE I ARE AS FOLLOWS:
   (EXCEPT WHERE GREATER EASEMENT APPLIES)
   FRONT..... 20 FEET
   REAR..... 10 FEET
   SIDES..... 5 FEET
   CORNER LOT SIDE..... 10 FEET
4. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: "ZONE X" – AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOOD PLAIN.
   COMMUNITY–PANEL NUMBER: 480334 0450 C
   MAP REVISED: JUNE 06, 2000
5. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
6. A 6 FT SIDEWALK IS REQUIRED ALONG FM 1015 AND A 5 FT SIDEWALK IS REQUIRED ALONG MILE 9 ROAD UPON THE ISSUANCE OF A NOTICE TO PROCEED.
7. A 5 FT SIDEWALK (LOCATED 3–FT BEHIND BACK OF CURB) WITH ADA RAMPS IS REQUIRED ALONG BOTH SIDES OF INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS OR COMMON AREAS, THE LOT OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
8. ALL INTERIOR LOT CORNERS WILL BE MARKED BY A SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED SAMES.
9. MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF THE ADJACENT CURB OR 67.20 FEET, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
10. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND AS DESCRIBED AS:
    BENCHMARK No. 1: ELEV. 67.200 FEET; 1/2 INCH ROD LOCATED NEAR THE NORTHEAST INTERSECTION OF FM 1015 AND MILE 9 N RD.
11. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 64.50 ACRE–FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: REGIONAL ONSITE DETENTION AREAS AS WELL AS WIDENING OF ADJACENT EXISTING DRAINAGE DITCHES #17, SEGMENT 0346.
12. INDIVIDUAL LOT DEVELOPERS SHALL SUBMIT A DRAINAGE REPORT FOR THEIR RESPECTIVE DEVELOPMENT. IF THE REQUIRED DETENTION VOLUME EXCEEDS WHAT HAS BEEN PROVIDED FOR THE SITE, THE DEVELOPER IS RESPONSIBLE FOR PROVIDING THE DIFFERENCE IN VOLUME AND DETENTION.
13. LOTS 1A THROUGH 1D AND 20A THROUGH 20D SHALL NOT DISCHARGE STORMWATER RUNOFF TO TxDOT DRAINAGE SYSTEM.
14. STORMWATER RUNOFF FOR EACH LOT SHALL BE ACCOMPLISHED AS FOLLOW:
    – LOTS 1A THRU 6.....CONVEY RUNOFF TO DRAINAGE EASEMENT ALONG BACK OF LOTS
    – LOTS 7 THRU 8.....CONVEY RUNOFF TO DRAINAGE EASEMENT ALONG BACK OF LOTS
    – LOTS 9 THRU 12.....CONVEY RUNOFF TO DRAINAGE EASEMENT AND/OR R.O.W. ALONG BACK OF LOTS
    – LOTS 13 THRU 20D.....CONVEY RUNOFF TO DRAINAGE EASEMENT ALONG BACK OF LOTS
15. NO FILL OR 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.
16. ROUTINE MAINTENANCE OF WEEDS AND GRASS IN ALL DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER, HOA, OR PROPERTY OWNER ASSOCIATION ON WHICH THE EASEMENT IS LOCATED.
17. LOT A IS A GREENBELT LOT FOR DRAINAGE PURPOSES AND SHALL BE MAINTAINED BY THE HOA OR PROPERTY OWNER ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS.
18. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
19. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 10.00 FEET AS NOTED. 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.
20. NO ABOVE GROUND UTILITIES WILL BE PERMITTED WITHIN THIS SUBDIVISION.
21. ANY/ALL UTILITIES CROSSING H.C.C.I.D. #9 RIGHT–OF–WAY/EASEMENTS TO BE COORDINATED AND PERMITTED WITH IRRIGATION DISTRICT.
22. LOT OWNER(S) 1A THRU 1D AND 20A THROUGH 20D SHALL PROVIDE SHARED COMMON CROSS ACCESS BETWEEN LOTS. A RECIPROCAL ACCESS AGREEMENT IS REQUIRED BETWEEN COMMERCIAL LOTS.
23. NO ACCESS DIRECTLY ONTO MILE 9 ROAD SHALL BE PERMITTED FOR LOTS 2 THROUGH 8.
24. NO ACCESS WILL BE ALLOWED TO MILE 2–1/2 RD.
25. ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY, AND REPAIR.
26. A STORMWATER POLLUTION PREVENTION PLAN IS REQUIRED PRIOR TO CONSTRUCTION.
27. LANDSCAPING IS REQUIRED AS PER CITY ORDINANCE.
28. ALL COMMON ACCESS, PARKING, AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
29. INDIVIDUAL LOT DEVELOPERS SHALL BE RESPONSIBLE FOR PROVIDING ADEQUATE WATER PRESSURE FOR THE REQUIRED FIRE PROTECTION/SUPPRESSION SYSTEM FOR THEIR RESPECTIVE DEVELOPMENT.
30. SITE PLAN APPROVAL REQUIRED FOR EACH LOT PRIOR TO ISSUANCE OF A BUILDING PERMIT.
31. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
32. A MINIMUM SIX–FOOT BUFFER FENCE SHALL BE REQUIRED ALONG ANY NATURAL AND/OR MANMADE HAZARD SUCH AS OPEN CANAL, OPEN DITCH, CALICHE PIT, AND HOLDING POND TO BE OFFSET 2"–6" FROM RIGHT–OF–WAY LINE.

TXDOT NOTES

1. OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN FM 1015 R.O.W..
2. MAXIMUM ACCESS POINTS TO FM 1015 FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS." THIS PROPERTY IS ELIGIBLE FOR A MAXIMUM OF THREE (3) ACCESS POINTS.
3. IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT–OF–WAY SHALL BE DIRECTED BY TXDOT.
4. ANY TRAFFIC CONTROL MEASURES (LEFT–TURN LANE, RIGHT–TURN LANE, ACCEL. LANE, SIGNAL, ETC.) FOR ANY ACCESS FRONTING A STATE MAINTAINED ROADWAY SHALL BE THE RESPONSIBILITY OF THE DEVELOPER/OWNER.

# AMENDED PLAT OF
# MID–VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 147.25 ACRE (6,414,486.98 SQ. FT.) GROSS, TRACT OF LAND COMPRISED OF TRACT 1 BEING A 35.81 ACRE (1,560,137.50 SQ. FT.), TRACT OF LAND OUT OF FARM TRACT 1056, AND A 45.56 ACRE (1,984,479.56 SQ. FT.), TRACT OF LAND OUT OF FARM TRACT 1057, WEST AND ADAMS SUBDIVISION, AS RECORDED IN VOLUME 2, PAGE 34–37 THEREOF CONVEYED TO ECONOMIC DEVELOPMENT CORPORATION, RECORDED IN DOCUMENT No. 322370, DEED RECORDS OF HIDALGO COUNTY, TEXAS, AND TRACT 2 BEING A 6.04 ACRES (263,106.86 SQ. FT.) TRACT OF LAND OUT OF FARM TRACTS 1056 AND 1057, AND 59.84 ACRES (2,606,762.86 SQ. FT.) TRACT OF LAND OUT OF FARM TRACT 1058, OF SAID WEST AND ADAMS TRACT SUBDIVISION, THEREOF CONVEYED TO SAN JACINTO ENTERPRISES, LLC, DOCUMENT No. 3053281, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

## METES AND BOUNDS

COMMENCING; AT THE COMMON CORNERS OF FARM TRACT 1040, FARM TRACT 1041, FARM TRACT 1049 AND FARM TRACT 1056, OF SAID WEST AND ADAMS TRACT SUBDIVISION, ALSO BEING THE COMMON CORNER OF MID VALLEY INDUSTRIAL PARK #8, AS RECORDED IN INSTRUMENT UMBER 2012973, MAP RECORDS, HIDALGO COUNTY, TEXAS AND OF A TRACT OF LAND CONVEYED TO WESLACO INDEPENDENT SCHOOL DISTRICT, AS RECORDED IN VOLUME 2906, PAGE 694, DEED RECORDS, HIDALGO COUNTY, TEXAS, BEING ON THE INTERSECTION OF THE CENTERLINES OF MILE 3 ROAD WEST (HAVING A 120.00' R.O.W. AND ALSO KNOWN AS F.M. 1015) AND MILE 9 ROAD NORTH (HAVING A 60.00 R.O.W.), THENCE; NORTH 88°50'09" EAST, ALONG THE COMMON LINE OF FARM TRACT 1056 AND FARM TRACT 1041, OF SAID WEST AND ADAMS TRACT SUBDIVISION, ALSO BEING THE CENTERLINE OF SAID MILE 9 ROAD NORTH A DISTANCE OF 110.00 FEET, TO A POINT, FOR A CORNER AND POINT OF BEGINNING, HAVING A GRID COORDINATE OF E= 1161806.8860, N=16592943.0149,

THENCE; NORTH 01°09'51" WEST, A DISTANCE OF 20.00 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 46°09'51" WEST, A DISTANCE OF 70.71 FEET, TO A POINT LYING ON THE EAST RIGHT OF WAY LINE OF SAID MILE 3 ROAD WEST, TO A SET HALF (1/2) INCH IRON ROD, FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 01°09'51" EAST (NORTH), ALONG THE EAST RIGHT OF WAY LINE OF SAID MILE 3 ROAD WEST (F.M. 1015), A DISTANCE OF 1,250.0 FEET, TO A FOUND HALF (1/2) INCH IRON ROD, FOR THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, AS RECORDED IN HIDALGO COUNTY DEED RECORDS UNDER DOCUMENT NUMBER 2250128, FOR A CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 88°50'09" EAST (EAST), ALONG THE SOUTH LINE OF SAID TRACT OF LAND, CONVEYED TO RAUL PEREZ AND RAQUEL PEREZ, A DISTANCE OF 2,346.50 FEET, TO A POINT, FOR AN ANGLE POINT OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 50°06'51" WEST (NORTH 48°57'00" WEST), ALONG THE EAST LINE OF SAID TRACT OF LAND, CONVEYED TO SAID RAUL PEREZ AND RAQUEL PEREZ, A DISTANCE OF 1,984.65 FEET, TO A POINT, ON THE SOUTH RIGHT OF WAY LINE OF A 220.00' IRRIGATION CANAL RIGHT OF WAY, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 65°30'10" EAST (NORTH 66°40'00" EAST), ALONG THE SOUTH LINE RIGHT OF WAY LINE OF SAID 220.00' IRRIGATION CANAL, A DISTANCE OF 2,244.88 FEET, TO A POINT, BEING ON THE WEST LINE OF SAID TRACT OF A TRACT OF LAND CONVEYED TO SAN JACINTO ENTERPRISES LLC, AS RECORDED IN DOCUMENT NUMBER 3053281 HIDALGO COUNTY DEED RECORDS, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 00°40'01" EAST (SOUTH 00°30'00" WEST), CONTINUING A DISTANCE OF 3492.63 FEET, PASSING A FOUND 1/2 INCH IRON ROD WITH A PLASTIC CAP STAMPED "SAMES", FOR THE NORTH RIGHT OF WAY LINE OF MILE 9 ROAD NORTH, TO A TOTAL DISTANCE OF 3,512.64 FEET, TO A POINT ON THE CENTER LINE OF SAID MILE 9 ROAD NORTH, ALSO BEING THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 88°50'09" WEST (WEST), ALONG THE NORTH LINE OF SAID TRACT OF LAND, CONVEYED TO WESLACO INDEPENDENT SCHOOL DISTRICT AND THE CENTER LINE OF MILE 9 ROAD NORTH, A DISTANCE OF 2,830.62 FEET, TO THE POINT OF BEGINNING, CONTAINING A 147.25 ACRE (6,414,486.98 SQ. FT.) GROSS, TRACT OF LAND, MORE OR LESS.

## STATE OF TEXAS
## COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

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

STATE OF TEXAS REGISTERED SAMUEL D. MALDONADO 6027 PROFESSIONAL LAND SURVEYOR

SAMUEL D. MALDONADO, RPLS  NO. 6027  DATE

## STATE OF TEXAS
## COUNTY OF HIDALGO

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

STATE OF TEXAS MARIO ALBERTO GARCIA 137503 LICENSED PROFESSIONAL ENGINEER

MARIO A. GARCIA, PE  NO. 137503  DATE

PRINCIPAL CONTACTS:

| | NAME | ADDRESS | CITY & ZIP | PHONE |
|---|---|---|---|---|
| OWNER: | EDC OF WESLACO | 275 S KANSAS AVE. | WESLACO, TEXAS 78596 | (956) 969–0838 |
| ENGINEER: | MARIO A. GARCIA, PE | 200 S. 10TH ST, STE. 1500 | McALLEN, TEXAS 78501 | (956) 702–8880 |
| SURVEYOR: | SAMUEL D. MALDONADO, RPLS | 200 S. 10TH ST, STE. 1500 | McALLEN, TEXAS 78501 | (956) 702–8880 |

DATE OF PREPARATION: AUGUST 2024



SAMES
200 S. 10TH ST. SUITE 1500.  TEL. (956) 702–8880
McALLEN, TEXAS 78501  FAX: (956) 702–8883
TEX. REG. ENGINEERING  FIRM F–10602
TEX. REG. SURVEYING  FIRM No. 101416–00

# AMENDED PLAT OF
# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

## RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THE PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS AN EXCLUSIVE AND 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 FEET 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 FEET IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED.

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

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF

_____, 20_____.

## STATE OF TEXAS
## COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE AMENDED PLAT OF MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH WE WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE CITY OF WESLACO, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE CITY OF WESLACO.

## LIST OF OWNERS

WESLACO ECONOMIC DEVELOPMENT CORPORATION – OWNER OF LOTS 2, 3, 4, 6, 7, 8, A, 9, 10, 11, 13, 14, 15, 16, 17, 18 AND 19
STEVEN M. VALDEZ – DEVELOPER
275 S. KANSAS AVE.
WESLACO, TX, 78596

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, STEVEN M VALDEZ , PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF

_____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MAANGO LLC – OWNER OF LOTS 20C AND 20D
ERIKA ANGUIANO
1515 SAHARA DR
WESLACO, TX, 78596

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, ERIKA ANGUIANO , PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF

_____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

BT-OH LLC – OWNER OF LOT 5
STEPHEN M. SLIFER
55 GLENLAKE PKWY NE
ATLANTA GA, 30328

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, STEPHEN N. SLIFER , PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF

_____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

WESLACO INTERNATIONAL PLAZA LLC – OWNER OF LOTS 1A, 1B, 1C
WALLY GUERRA
2445 N. INTERNATIONAL BLVD STE 9B,
WESLACO TX, 78596

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, WALLY GUERRA , PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF

_____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MCDONALDS REAL STATE COMPANY – OWNER OF LOTS 1D
SHILPA UPADHYE
110 N CARPENTER ST.
CHICAGO IL, 60607

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, SHILPA UPADHYE , PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF

_____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

G&V REALTY GROUP LLC – OWNER OF LOTS 20A AND 20B
LUIS GARCIA
PO BOX 547
LA FERIA TX, 78559

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, LUIS GARCIA , PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF

_____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

GLAZER'S WESLACO LLC – OWNER OF LOT 12
BENNETT J. GLAZER
14911 QUORUM DR. STE 200
DALLAS TX, 75254

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, BENNETT J. GLAZER , PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF

_____, 20___.

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

GLAZER'S WESLACO 2 LLC – OWNER OF LOT 12
BENNETT J. GLAZER
14911 QUORUM DR. STE 200
DALLAS TX, 75254

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED, BENNETT J. GLAZER , PROVED TO ME THROUGH HIS/HER TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSONS WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

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NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

PRINCIPAL CONTACTS:

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INDEX TO SHEETS FOR AMENDED PLAT OF MID-VALLEY INTERNATIONAL INDUSTRIAL PARK


| | |
|---|---|
| SHEET 1 | HEADING; INDEX; LOCATION MAP; AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOT AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES AND BOUNDS); SURVEYOR'S AND ENGINEER'S CERTIFICATION PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; CITY OF APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.D.D. No. 1 CERTIFICATION; H.C.IRRIGATION DISTRICT #2, AND H.C.H.D. REVISION NOTES. |
| SHEET 2 | OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION |
| SHEET 3 – 4 | PLAT WITH LOT AND EASEMENT DESIGNATIONS |

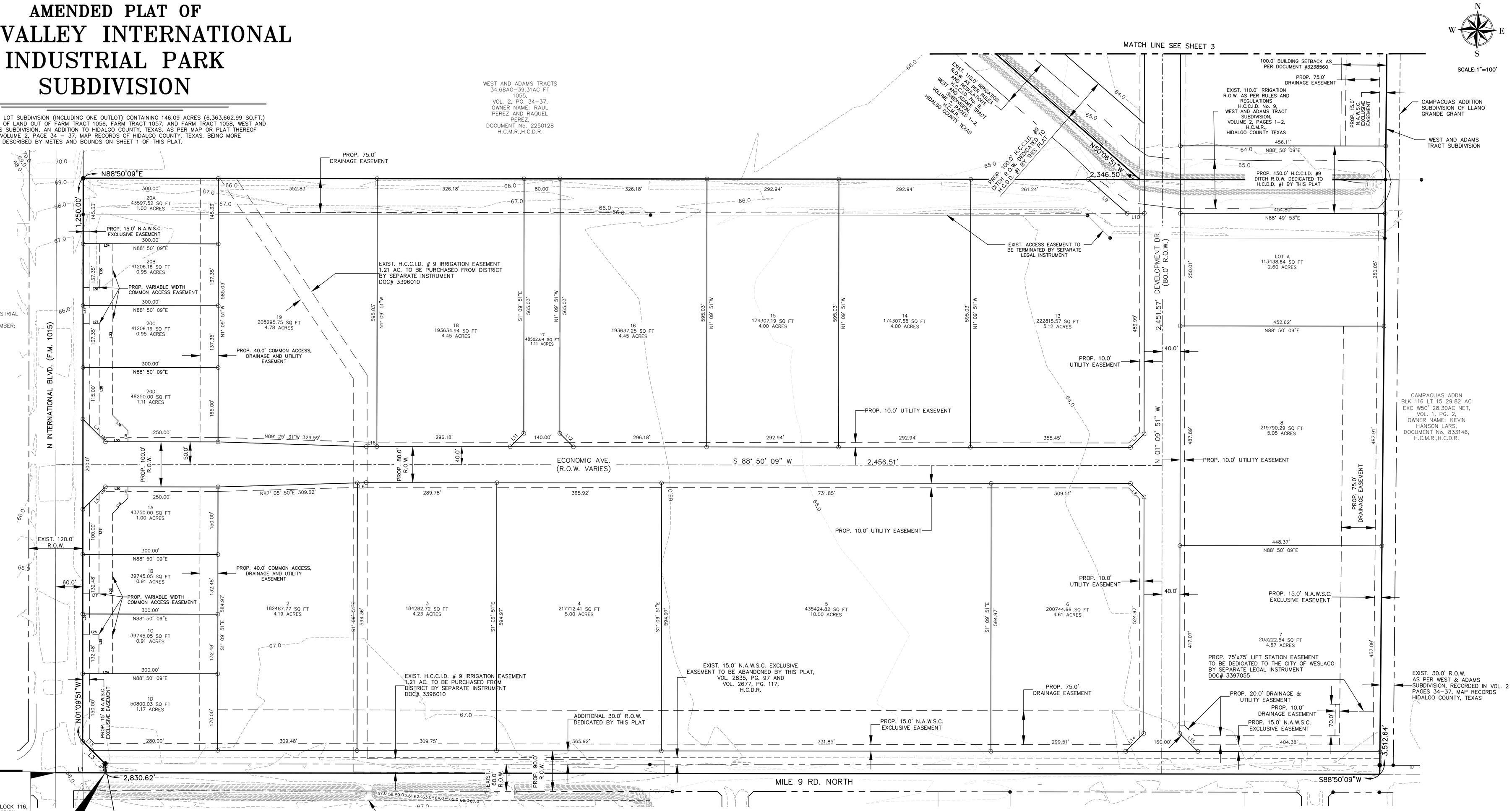

DATE OF PREPARATION: AUGUST 2024




SAMES
200 S. 10TH ST. SUITE 1500. TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883
TEX. REG. ENGINEERING FIRM F-10602
TEX. REG. SURVEYING FIRM No. 101416-00

# AMENDED PLAT OF
# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

BEING A 30 – LOT SUBDIVISION (INCLUDING ONE OUTLOT) CONTAINING 146.09 ACRES (6,363,662.99 SQ.FT.) GROSS, TRACT OF LAND OUT OF FARM TRACT 1056, FARM TRACT 1057, AND FARM TRACT 1058, WEST AND ADAMS TRACTS SUBDIVISION, AN ADDITION TO HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 34 – 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON SHEET 1 OF THIS PLAT.




**P.O.C.**
COMMON CORNER OF FARM TRACT 1056, N: 16592940.5393 E: 1161696.9262 FARM TRACT 1056, BLOCK 116, ADAMS TRACT SUBDIVISION, VOL. 2, PG. 34, H.C.M.R.

**P.O.B.**
N: 16592943.0149 E: 1161806.8860 FARM TRACT 1056, FARM TRACT 1057, BLOCK 116, ADAMS TRACT SUBDIVISION, VOL. 2, PG. 34, H.C.M.R.

**BM No. 1:**
**½" IRF, LOCATED NEAR NORTHEAST INTERSECTION OF FM 1015 AND MILE 9 N RD**
**N: 16592962.7828**
**E: 1161806.4910**
**ELEV.: 67.200**

## LEGEND

- ● – FND. 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD W/CAP STAMPED "SAMES"
- ◉ – FND. 5/8" IRON ROD
- – ON–SITE BENCHMARK
- – SET CONCRETE MONUMENTS
- ℄ – CENTER LINE
- H.C.M.R. – HIDALGO COUNTY MAP RECORDS
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SHEET 3 OF 4
REGISTRATION # F–10602


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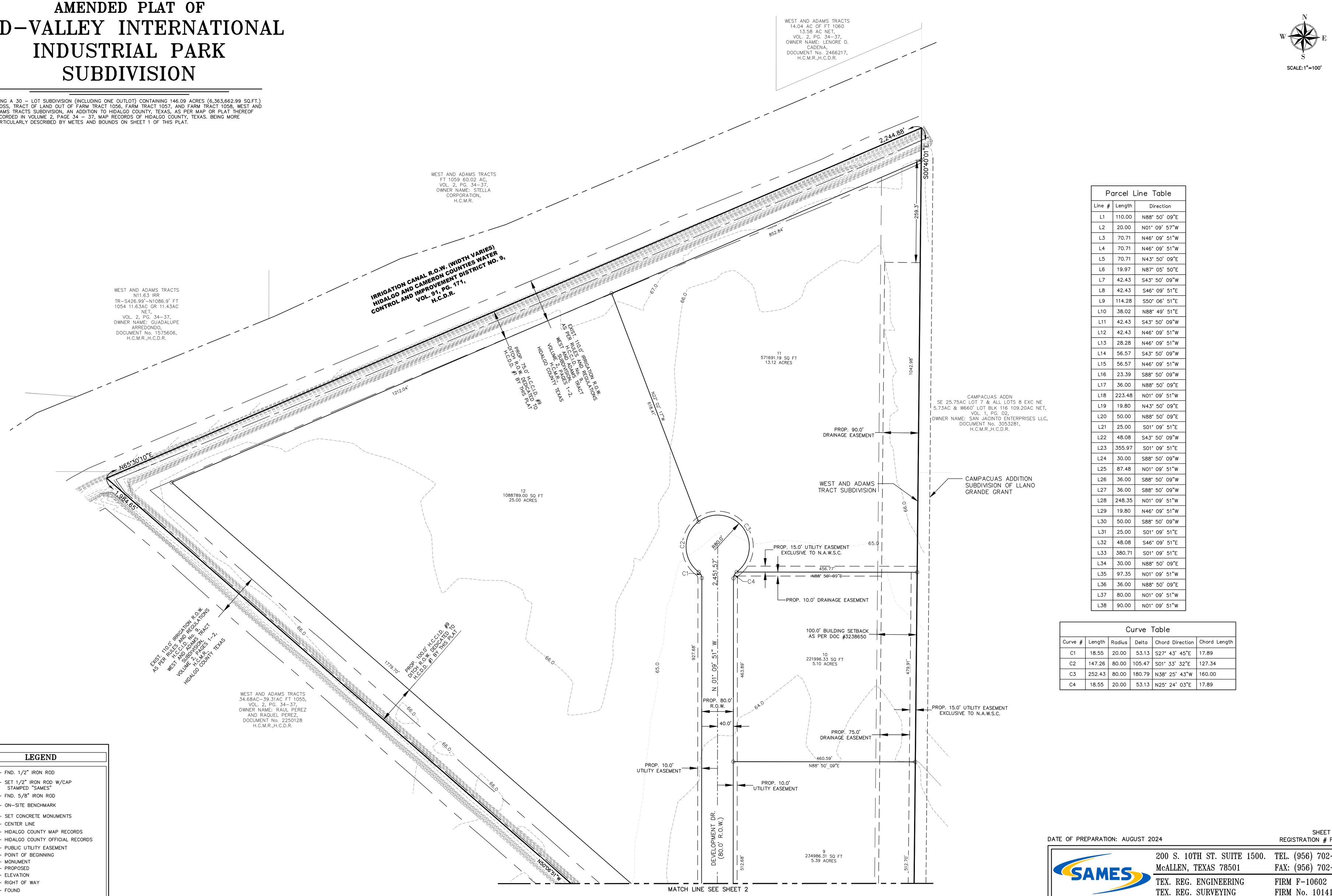


## Parcel Line Table

| Line # | Length | Direction |
|---|---|---|
| L1 | 110.00 | N88° 50' 09"E |
| L2 | 20.00 | N01° 09' 57"W |
| L3 | 70.71 | N46° 09' 51"W |
| L4 | 70.71 | N46° 09' 51"W |
| L5 | 70.71 | N43° 50' 09"E |
| L6 | 19.97 | N87° 05' 50"E |
| L7 | 42.43 | S43° 50' 09"W |
| L8 | 42.43 | S46° 09' 51"E |
| L9 | 114.28 | S50° 06' 51"E |
| L10 | 38.02 | N88° 49' 51"E |
| L11 | 42.43 | S43° 50' 09"W |
| L12 | 42.43 | N46° 09' 51"W |
| L13 | 28.28 | N46° 09' 51"W |
| L14 | 56.57 | S43° 50' 09"W |
| L15 | 56.57 | N46° 09' 51"W |
| L16 | 23.39 | S88° 50' 09"W |
| L17 | 36.00 | N88° 50' 09"E |
| L18 | 223.48 | N01° 09' 51"W |
| L19 | 19.80 | N43° 50' 09"E |
| L20 | 50.00 | N88° 50' 09"E |
| L21 | 25.00 | S01° 09' 51"E |
| L22 | 48.08 | S43° 50' 09"W |
| L23 | 355.97 | S01° 09' 51"E |
| L24 | 30.00 | S88° 50' 09"W |
| L25 | 87.48 | N01° 09' 51"W |
| L26 | 36.00 | S88° 50' 09"W |
| L27 | 36.00 | S88° 50' 09"W |
| L28 | 248.35 | N01° 09' 51"W |
| L29 | 19.80 | N46° 09' 51"W |
| L30 | 50.00 | S88° 50' 09"W |
| L31 | 25.00 | S01° 09' 51"E |
| L32 | 48.08 | S46° 09' 51"E |
| L33 | 380.71 | S01° 09' 51"E |
| L34 | 30.00 | N88° 50' 09"E |
| L35 | 97.35 | N01° 09' 51"W |
| L36 | 36.00 | N88° 50' 09"E |
| L37 | 80.00 | N01° 09' 51"W |
| L38 | 90.00 | N01° 09' 51"W |

## Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---|---|---|---|---|---|
| C1 | 18.55 | 20.00 | 53.13 | S27° 43' 45"E | 17.89 |
| C2 | 147.26 | 80.00 | 105.47 | S01° 33' 32"E | 127.34 |
| C3 | 252.43 | 80.00 | 180.79 | N38° 25' 43"W | 160.00 |
| C4 | 18.55 | 20.00 | 53.13 | N25° 24' 03"E | 17.89 |

## LEGEND

- ● – FND. 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD W/CAP STAMPED "SAMES"
- ◉ – FND. 5/8" IRON ROD
- ✥ – ON-SITE BENCHMARK
- △ – SET CONCRETE MONUMENTS
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SHEET 3 OF 4
REGISTRATION # F-10602


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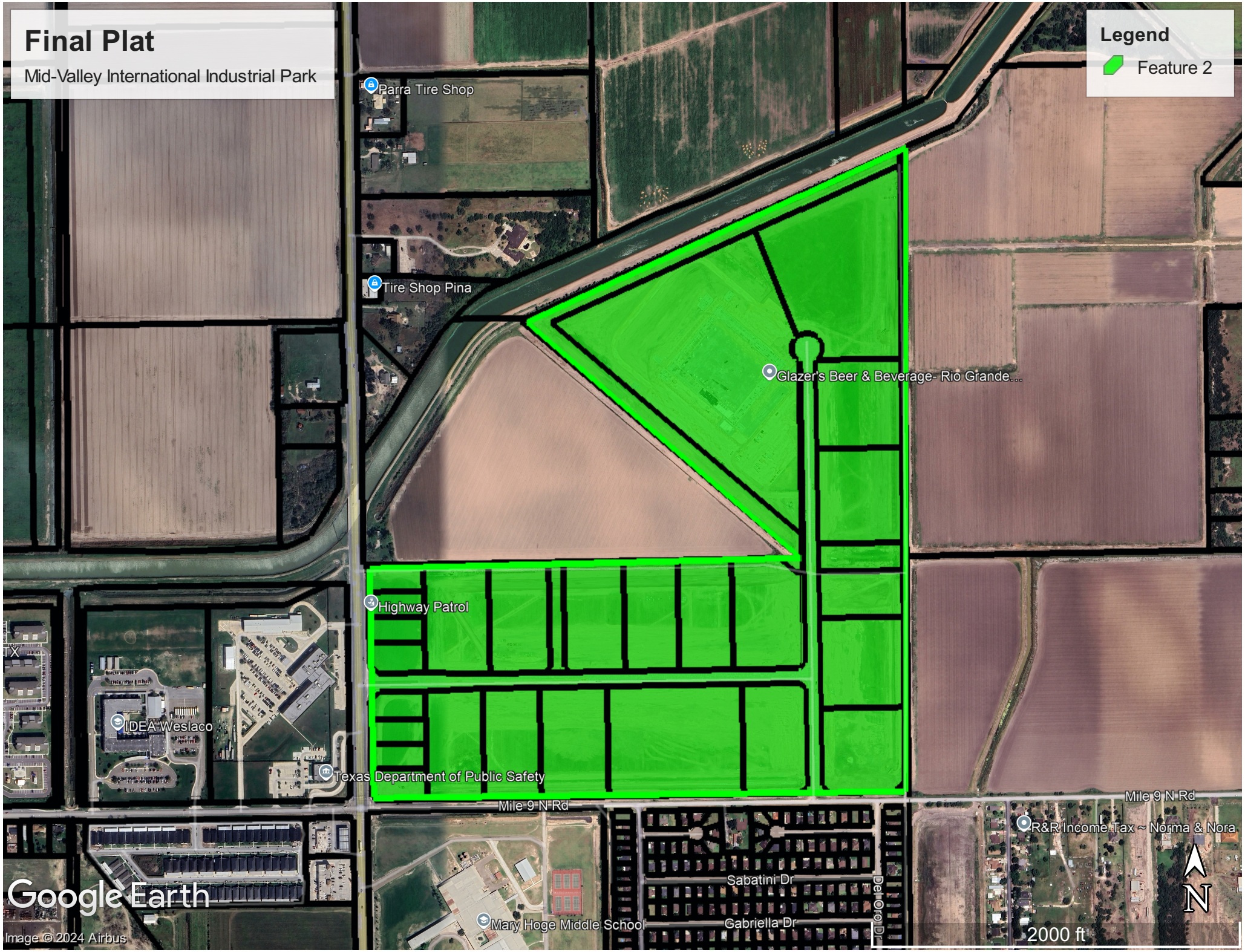
# Final Plat

Mid-Valley International Industrial Park



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# MID-VALLEY INTERNATIONAL INDUSTRIAL PARK SUBDIVISION

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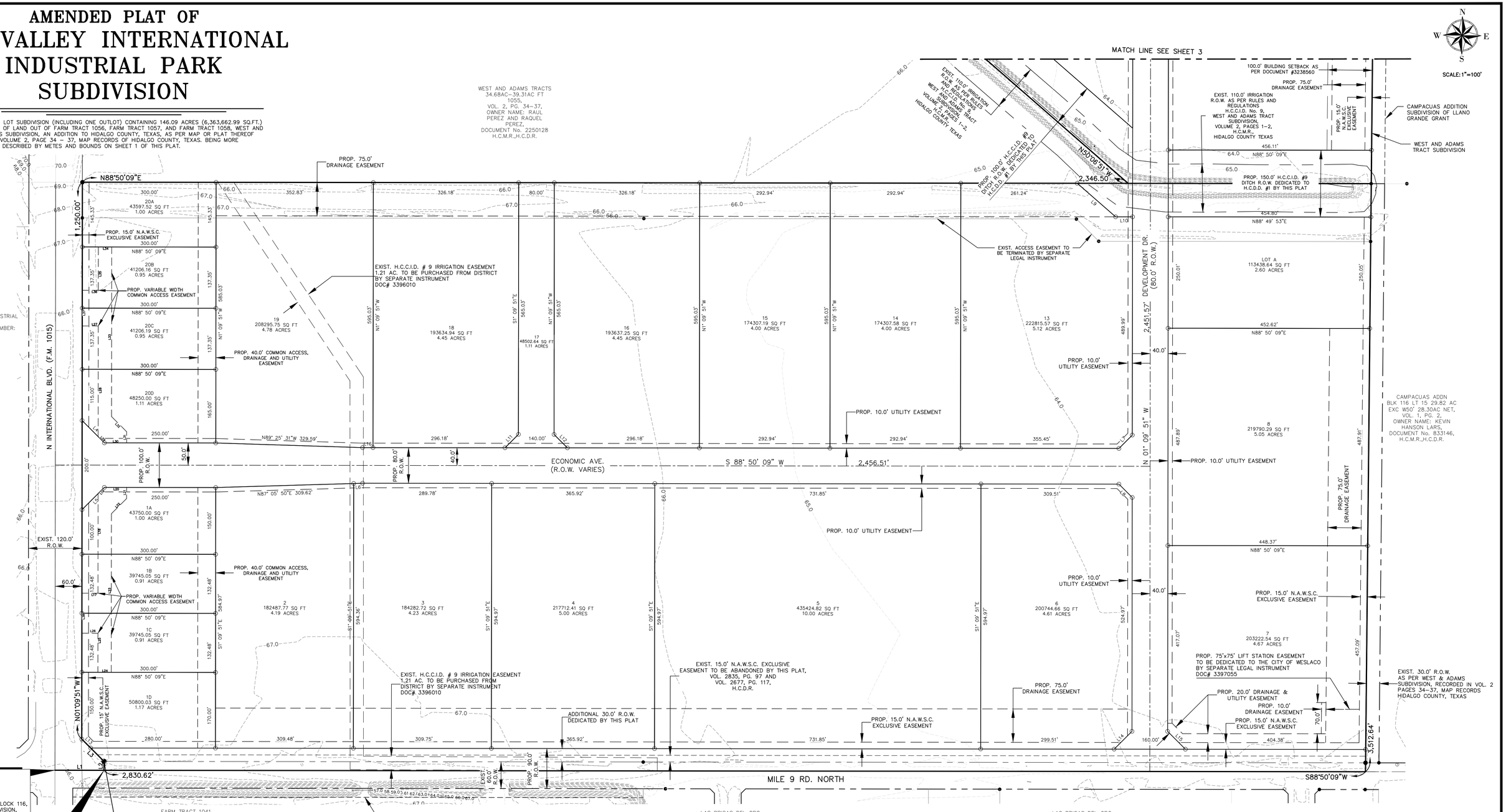


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SHEET 3 OF 4
REGISTRATION # F–10602


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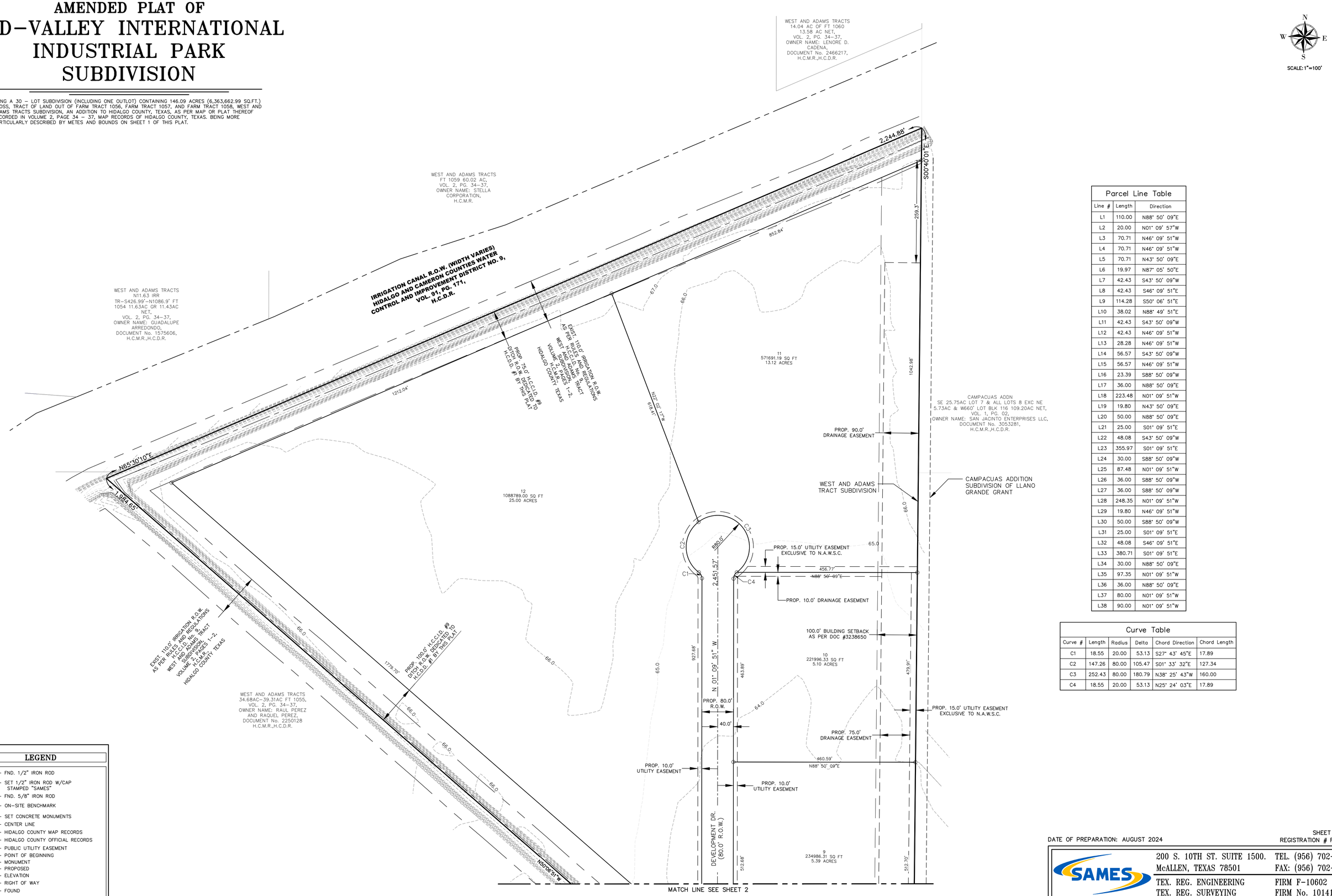


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| L2 | 20.00 | N01° 09' 57"W |
| L3 | 70.71 | N46° 09' 51"W |
| L4 | 70.71 | N46° 09' 51"W |
| L5 | 70.71 | N43° 50' 09"E |
| L6 | 19.97 | N87° 05' 50"E |
| L7 | 42.43 | S43° 50' 09"W |
| L8 | 42.43 | S46° 09' 51"E |
| L9 | 114.28 | S50° 06' 51"E |
| L10 | 38.02 | N88° 49' 51"E |
| L11 | 42.43 | S43° 50' 09"W |
| L12 | 42.43 | N46° 09' 51"W |
| L13 | 28.28 | N46° 09' 51"W |
| L14 | 56.57 | S43° 50' 09"W |
| L15 | 56.57 | N46° 09' 51"W |
| L16 | 23.39 | S88° 50' 09"W |
| L17 | 36.00 | N88° 50' 09"E |
| L18 | 223.48 | N01° 09' 51"W |
| L19 | 19.80 | N43° 50' 09"E |
| L20 | 50.00 | N88° 50' 09"E |
| L21 | 25.00 | S01° 09' 51"E |
| L22 | 48.08 | S43° 50' 09"W |
| L23 | 355.97 | S01° 09' 51"E |
| L24 | 30.00 | S88° 50' 09"W |
| L25 | 87.48 | N01° 09' 51"W |
| L26 | 36.00 | S88° 50' 09"W |
| L27 | 36.00 | S88° 50' 09"W |
| L28 | 248.35 | N01° 09' 51"W |
| L29 | 19.80 | N46° 09' 51"W |
| L30 | 50.00 | S88° 50' 09"W |
| L31 | 25.00 | S01° 09' 51"E |
| L32 | 48.08 | S46° 09' 51"E |
| L33 | 380.71 | S01° 09' 51"E |
| L34 | 30.00 | N88° 50' 09"E |
| L35 | 97.35 | N01° 09' 51"W |
| L36 | 36.00 | N88° 50' 09"E |
| L37 | 80.00 | N01° 09' 51"W |
| L38 | 90.00 | N01° 09' 51"W |

## Curve Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---|---|---|---|---|---|
| C1 | 18.55 | 20.00 | 53.13 | S27° 43' 45"E | 17.89 |
| C2 | 147.26 | 80.00 | 105.47 | S01° 33' 32"E | 127.34 |
| C3 | 252.43 | 80.00 | 180.79 | N38° 25' 43"W | 160.00 |
| C4 | 18.55 | 20.00 | 53.13 | N25° 24' 03"E | 17.89 |

## LEGEND

- ● – FND. 1/2" IRON ROD
- ○ – SET 1/2" IRON ROD W/CAP STAMPED "SAMES"
- ◉ – FND. 5/8" IRON ROD
- ✥ – ON-SITE BENCHMARK
- △ – SET CONCRETE MONUMENTS
- ℄ – CENTER LINE
- H.C.M.R. – HIDALGO COUNTY MAP RECORDS
- H.C.O.R. – HIDALGO COUNTY OFFICIAL RECORDS
- P.U.E. – PUBLIC UTILITY EASEMENT
- P.O.B. – POINT OF BEGINNING
- MON. – MONUMENT
- PROP. – PROPOSED
- ELEV. – ELEVATION
- R.O.W. – RIGHT OF WAY
- FND. – FOUND

DATE OF PREPARATION: AUGUST 2024

SHEET 3 OF 4
REGISTRATION # F-10602


SAMES
200 S. 10TH ST. SUITE 1500. TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883
TEX. REG. ENGINEERING FIRM F-10602
TEX. REG. SURVEYING FIRM No. 101416-00

# Standardized Agenda Request Form

| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-970 |
|---|---|

**From:**
REBEKAH DE LA FUENTE

**Subject:**
Discussion and consideration to approve the Water Rights Fees be waived for Texas Heights Phase II Subdivision being 22.192 acres out of Farm Tracts 108 and 109, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on Texas Blvd & Northcross Avenue and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

**Background:**
Texas Heights Subdivision was presented to staff for review as a single project in 2021. However, in September 2021, the developer opted to split the project into two phases and recorded Texas Heights Phase I on January 30, 2023. Texas Heights Phase II was approved by the City Commission on April 16, 2024, and the Water Rights Ordinance was adopted by the City Commission on February 6, 2024. The developer is requesting approval of the waiver based on the fact that Texas Heights was originally presented to the City Commission back in 2021 prior to the adoption of the ordinance.

In accordance with the City's Water Rights ordinance, the formula to calculate the total cost is:
Total Acreage X 1.25= Total Acre Foot
Total Acre Foot x $2,896.81= Total Water Rights

The total cost to convert agricultural water rights to municipal water rights for Texas Heights Phase II would be as follows:
22.192acres x 1.25= 27.74 Acre Foot
27.74 acre foot x $2,896.81+ $80,357.51

**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)**:**

| | |
|---|---|
| FLOR ELISA ACUNA | Created/Initiated |
| REBEKAH DE LA FUENTE | Approved |
| Martin Garza | New |

**City Manager Comments:**
Denial as recommended by Staff.

**Staff Recommendation:**

| |
|---|
| Staff recommends denial of the request as Phase II of the project was approved by the City Commission after the adoption of the Water Rights ordinance |
| **Attachments, if any:**<br>Request to waive Water Rights |
| **Responsibilities upon Approval:**<br>Staff will advise applicant |

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
MARIO A. REYNA • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ
TBPELS Firm # F-1435
TBPELS # 10096900

September 16, 2024

Rebekah De La Fuente, Planning Director
City of Weslaco Planning Dept.
255 South Kansas Ave.
Weslaco, Texas 78596

**Re: Texas Heights Ph II Subdivision – Request for Water Rights Waiver**

Dear Ms. Del La Fuente:

On behalf of the developer, 88 Properties LLC, Melden & Hunt, Inc. is respectfully requesting that the Water Rights Fees be waived for Texas Heights Ph II Subdivision. The PUD for Texas Heights over all was approved on December 14, 2021, and the Water Rights Ordinance was approved on February 6th, 2024, by City Commission.

Your consideration of this request is greatly appreciated. If you have any questions or need further information, please feel free to contact me at (956) 500-2734.

Sincerely,
MELDEN & HUNT, INC.

Mario A. Reyna, P.E.
President

cc: 88 Properties LLC, Developer

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-976 |

**From:**
REBEKAH DE LA FUENTE

**Subject:**
Discussion and consideration on the petition from Greener Pastures Mobile Home Subdivision for the release of 3.94 acre tract of land being Lots 82,133,134,135 and 136, Greener Pastures Mobile Home Subdivision, Hidalgo County, Texas real property located in the city's Extraterritorial Jurisdiction and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

**Background:**
The proposed fourteen (14) lot subdivision is outside the City of Weslaco. This subdivision is being serviced with water by the City of Weslaco through a 6”- waterline and sewer by City of Weslaco services through a 6”- sanitary sewer line. The City's Construction Inspector has overseen the installation of the water and sanitary sewer lines in the area and has approved them as per City Standards.

The developer is requesting removal from the City's ETJ in accordance with SB 2038.

**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 | Created/Initiated |
| REBEKAH DE LA FUENTE | Approved |
| Martin Garza | New |

**City Manager Comments:**
Approved as recommended by Staff.

**Staff Recommendation:**
Staff recommends approval

**Attachments, if any:**
Petition for Release of ETJ - Greener Pastures Mobile Home Subdivision

**Responsibilities upon Approval:**
Staff will advise applicant

**Landowner's Petition for Release of Area from Extraterritorial Jurisdiction**

**Under Sec. 42.101 et seq. of Local Government Code**

To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Ave, Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City) under Sec. 42.102(b) by Amistad Finance, LLC c/o John G. Phillips ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

**A 3.94-acre tract of land being Lots 82, 133, 134, 135 & 136, Greener Pastures Mobile Home Subdivision**

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105 (c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105 9b) of the Local Government Code.

Respectfully submitted,

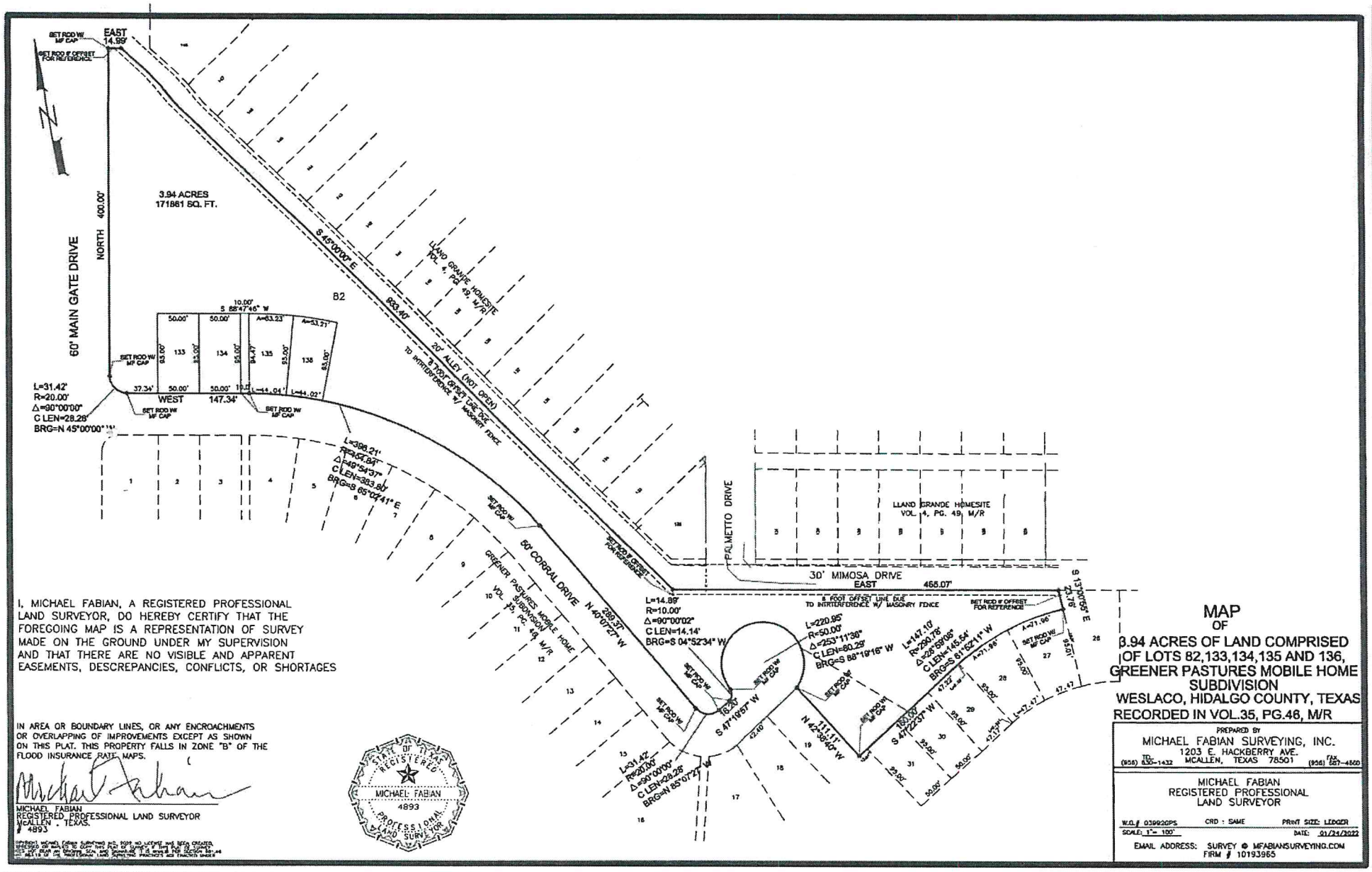
Amistad Finance, LLC

By: _____

John G. Phillips, President
P.O. Box 6147
McAllen, Texas 78502
(956) 330-4485

10-4-2024

RECEIVED
OCT 04 2024
BY: [illegible]




I, MICHAEL FABIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING MAP IS A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE AND APPARENT EASEMENTS, DESCREPANCIES, CONFLICTS, OR SHORTAGES

IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS PROPERTY FALLS IN ZONE "B" OF THE FLOOD INSURANCE RATE MAPS.

MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYOR
MCALLEN . TEXAS.
# 4893

STATE OF TEXAS REGISTERED MICHAEL FABIAN 4893 PROFESSIONAL LAND SURVEYOR

# MAP
OF
3.94 ACRES OF LAND COMPRISED OF LOTS 82,133,134,135 AND 136, GREENER PASTURES MOBILE HOME SUBDIVISION
WESLACO, HIDALGO COUNTY, TEXAS
RECORDED IN VOL.35, PG.46, M/R

PREPARED BY
MICHAEL FABIAN SURVEYING, INC.
1203 E. HACKBERRY AVE.
TEL (956) 630-1432 MCALLEN, TEXAS 78501 FAX (956) 687-4600

MICHAEL FABIAN
REGISTERED PROFESSIONAL
LAND SURVEYOR

W.O. # 03992GPS CRD : SAME PRINT SIZE: LEDGER
SCALE: 1"= 100' DATE: 01/24/2022

EMAIL ADDRESS: SURVEY @ MFABIANSURVEYING.COM
FIRM # 10193965

January 4, 2022

DESCRIPTION OF A 3.94 ACRE TRACT OF LAND COMPRISED OF LOTS 82, 133, 134, 135 AND 136, GREENER PASTURES MOBILE HOME SUBDIVISION, CITY OF WESLACO, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 35, PAGE 46, MAP RECORDS.

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BEGINNING at a at iron rod W/MF cap found at the Northwest corner of Lot 82, Greener Pastures Mobile Home Subdivision recorded in vol. 35 page 46, map records, for the Northwest corner of the following described Tract of land, said point located on the East line of 60 foot Main Gate Drive;

THENCE, with the most Northerly line of Lot 82, EAST, 14.99 feet to the most Westerly Northeast corner of Lot 82, for the most Westerly Northeast corner of Lot 82, for the most Westerly Northeast corner hereof, said point located at the intersection with existing 20 foot alley, as recorded in volume 14, page 49, map records;

THENCE, with the Northeast line of Lot 82 and Southwest line of existing 20 Alley, South 45 Deg. 00 Min. East, 933.40 feet to a point of angle in the North line of Lot 82, for an interior corner hereof;

THENCE, with the most Southerly North line of Lot 82 and South line of existing 30 foot Mimosa Drive, EAST, 465.07 feet to a point at the most Easterly Northeast corner of Lot 82, for the most easterly Northeast corner hereof, said point also being the Northwest corner of Lot 26;

THENCE, with the East line of Lot 82 and West line of Lot 26, South 13 Deg. 00 Min. 55 Sec. East, 23.76 feet to an iron rod W/MF cap set at the most Easterly Southeast corner of Lot 82, for the most Easterly Southeast corner hereof, said point also being the Northeast corner of Lot 27, said point located on a 290.78 foot radius curve to the left;

THENCE, with the Southeast line of Lot 82, and Northwest line of Lots 27 thru 30 with said 290.78 foot radius curve to the left, thru an arc of 28 Deg. 59 Min. 08 Sec. and arc length of 147.10 feet to an iron rod found at the common West corner between Lots 30 and 31, for end of curve and a point in the Southeast line hereof;

THENCE, continue with the Southeast line of Lot 82 and Northwest line of Lots 29, 30, 31 and 32, South 47 Deg. 22 Min. 37 Sec. West, 160.00 feet to an iron rod W/MF cap set, for the most Easterly South corner of Lot 82, said point located at the East corner of Lot 19;

THENCE, with a Southwest line of Lot 82 and Northeast line of Lot 19, North 42 Deg. 38 Min. 40 Sec. West, 111.11 feet to an iron rod w/MF cap set at the North corner of Lot 19, for a West corner hereof, said point located on 50 foot Corral Drive, a 50 foot radius curve to the left;

THENCE, with the 50 foot radius curve to the left thru an arc of 253 Deg. 11 Min. 36 Sec. and arc length of 220.95 feet, to an iron rod w/MF cap set, for end of curve and beginning of a 10 foot radius curve to the right;

THENCE, with continuing with a West line of Corral Drive, with said 10 foot radius curve to the right, thru an arc of 90 Deg. 00 Min. 02 Sec. and arc length of 15.71 feet to an iron rod w/MF cap set, for End of curve, and a point in an East line hereof;

THENCE, continuing with an East line of Lot 82 and a West line of Corral Drive, South 47 Deg. 19 Min. 57 Sec. West, 16.20 feet to an iron rod found at the beginning of a 20 foot radius curve to the right; for a point in the east line hereof;

THENCE, continuing with an East line of Lot 82 and a West line of said Corral Drive, with said 20 foot radius curve to the right, thru an arc of 90 Deg. 00 Min. 00 Sec. and arc length of 31.42 feet to an iron rod w/Mf cap set, for a southwest corner hereof;

THENCE, continuing with a Southwest line of Lot 82 and Northeast line of 50 foot Corral Drive, North 40 Deg. 07Min. 27 Sec. West, 289.37 feet to an iron rod w/MF cap set at the beginning of a 454.84 foot radius curve to the left;

THENCE, with the Southwest line of Lot 82, and Northeast line of 50 foot corral Drive, with said 454.84 foot radius curve to the left, thru an arc of 49 Deg. 54 Min. 37 Sec. and arc length of 396.21 feet, to an iron rod w/MF cap set on the South line of Lot 135, for end of curve, and a point in the South line hereof;

THENCE, continuing with the South line of Lot 82, 134, and 133, WEST, 147.34 feet to an iron rod w/MF cap set at the beginning of a 20 foot radius curve to the right, and a Southwest corner hereof;

THENCE, with a Southwest line of Lot 82, and a Northeast line of Corral Drive, with said 20 foot. radius curve to the right, thru an arc of 90 Deg. and arc length of 31.42 feet to an iron rod found at the intersection with the East line of 60 foot Main Gate Drive, for a Southwest corner hereof;

THENCE, with the West line of Lot 82 and East line of 60 foot Main Gate Drive, NORTH, 400.00 feet to the POINT OF BEGINNING, containing 3.94 acres of land more or less.

MICHAEL FABIAN SURVEYING INC.

Michael Fabian

Registered Professional Land Surveyor

# 4893

Firm # 10193965

Doc-2541395

# **** Electronically Filed Document ****

**Hidalgo County**
**Arturo Guajardo Jr.**
**County Clerk**

---

Document Number: 2014-2541395
Recorded As : RECORDING ELECTRONIC

| | |
|---|---|
| Recorded On: | August 20, 2014 |
| Recorded At: | 08:09:27 am |
| Number of Pages: | 4 |
| Recording Fee: | $34.00 |

Parties:

Direct-
Indirect-

| | |
|---|---|
| Receipt Number: | 1462988 |
| Processed By: | Tania Rivera |

---

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

---

**STATE OF TEXAS**
**COUNTY OF HIDALGO**

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

# Warranty Deed

**Date:** August 12, 2014

**Grantor:** Onodera Family Trust, acting by and through its Trustee, Sumiye Nerio Onodera

**Grantor's Mailing Address:**

Sumiye Nerio Onodera, Trustee of the Onodera Family Trust
P. O. Box 2089
Huntington Beach, California 92647

**Grantee:** Amistad Finance, LLC, a Texas limited liability company

**Grantee's Mailing Address:**

Amistad Finance, LLC
P. O. Box 6147
McAllen, Texas 78502

**Consideration:** Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

GREENER PASTURES MOBILE HOME SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 35, Pages 46-47, Map Records, Hidalgo County, Texas.

**Reservations from Conveyance:** None

**Exceptions to Conveyance and Warranty:**

1. Restrictions of record in Volume 35, Pages 46 and 47, Map Records, Hidalgo County, Texas.

2. All the oil, gas and other minerals, in, under or that may be produced from the land as excepted in instruments dated August 22, 1940, recorded in Volume 481, Page 412; dated January 15, 1945, recorded in Volume 546, Page 375, and corrected in Volume 624, Page 278; and dated February 25, 1966, recorded in Volume 1140, Page 647, all in the Deed Records, Hidalgo County, Texas.

3. Easement dated September 30, 1987, recorded in Volume 2504, Page 12, Official Records, Hidalgo County, Texas.

4. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Irrigation District No. 9.

5. Easements and reservations as may appear upon the recorded map and dedication of said Subdivision.

6. Taxes for 2014, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

**Except as specifically stated in this Deed, Grantor hereby specifically disclaims any warranty, guaranty, or representations, oral or written, past, present, or future, of, as to, or concerning (i) the nature and condition of the property, including but not by way of limitation, the water, soil, and geology, and suitability thereof and of the Property for any and all activities and uses which Grantee may elect to conduct thereon; (ii) the manner, construction, condition, and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained in the Deed, the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the property or its operation with any laws, rules, ordinances, or regulations of any government or other body. The sale of the property as provided for herein is made on an "as is" basis, and Grantee expressly acknowledges that in consideration of the agreements of Grantor herein, except as otherwise specified herein, Grantor MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED, TO ANY WARRANTY OF**

**CONDITION, ACCESS TO THE PROPERTY, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.**

When the context requires, singular nouns and pronouns include the plural.

ONODERA FAMILY TRUST

By: Sumiye Nerio Onodera, Tr.
Sumiye Nerio Onodera, Trustee

STATE OF CALINFORNIA )

COUNTY OF Orange )

This instrument was acknowledged before me on August 13, 2014, 2014, by Sumiye Nerio Onodera as Trustee of the Onodera Family Trust.

Notary Public, State of California
My commission expires: October 25, 2014

PREPARED IN THE OFFICE OF:

Rountree & Kithcart
222 East Van Buren, Suite 101
HARLINGEN, TX 78550-6804
Tel: (956) 440-1234
Fax: (956) 440-1235

RICHARD L. CHONG
COMM. # 1910295
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
My Commission Expires
October 25, 2014

AFTER RECORDING RETURN TO:

Amistad Finance, LLC
P. O. Box 6147
McAllen, Texas 78502

**Landowner's Petition for Release of Area from Extraterritorial Jurisdiction**

**Under Sec. 42.101 et seq. of Local Government Code**

To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Ave, Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City) under Sec. 42.102(b) by Amistad Finance, LLC c/o John G. Phillips ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A and further described as:

**A 3.94-acre tract of land being Lots 82, 133, 134, 135 & 136, Greener Pastures Mobile Home Subdivision**

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105 (c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105 9b) of the Local Government Code.

Respectfully submitted,

Amistad Finance, LLC

By: _____

John G. Phillips, President
P.O. Box 6147
McAllen, Texas 78502
(956) 330-4485

10-4-2024

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-877 |

**From:**
Rosalinda Cavazos

**Subject:**
Discussion and consideration to approve Ordinance 2024-31 adopting a final budget amendment to the General fund and Water/Wastewater, Solid Waste, Airport and other funds presented and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2024-31. 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
Budget Amendment
Ordinance - Final Reading
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)**:**

| | |
|---|---|
| Rosalinda Cavazos<br>Rosalinda Cavazos<br>Martin Garza | Created |

**City Manager Comments:**
Approved as recommended by Finance Director.

**Staff Recommendation:**
Staff recommends approval of Ordinance amending the budget.

**Attachments, if any:**
101524 EOY BUDGET AMENDMENT, O2024-31 EOY-YEAR BUDGET AMENDMENT, 02024-31 FY24 BUDGET AMENDMENT - EXHIBITS

**Responsibilities upon Approval:**
Post in the General ledger.

# 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: October 10, 2024**

**To: Mayor & City Commission**

**CC: Martin Garza, City Manager**

**From: Rosie Cavazos, Finance Director**

**Re: O2024-31 End of Year Budget Amendment**

The City Commission on June 4, 2024, approved ordinance 2024-16 amending the City of Weslaco's 2023-2024 fiscal year budget. The city has reached the endpoint of the fiscal year and is necessary to amend the budget. We have received additional funding and have experienced unanticipated expenditures.

Whereas any deviation from this requires approval by the governing body, the City Commission needs to be informed of said changes and amend the budget. Detailed information is provided in exhibits A-E in the ordinance.

The major funds impact summary is as follows:

- General fund: Positive impact to fund balance of $571,013
- Water & Sewer fund: Positive impact to combined fund balance of $613,284.
- Solid Waste: Positive impact of $28,712
- Airport fund: Positive impact of $1,575
- We have also amended other small governmental funds with immaterial impacts.

We respectfully come before you for consideration on this request.

Staff recommends approval of Ordinance and Budget Amendment.
.

ORDINANCE 2024-31

AN ORDINANCE AMENDING ORDINANCE NUMBER 2024-16, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, FINDING NEED TO AMEND THE 2023-2024 MUNICIPAL BUDGET; TO WIT; GENERAL FUND, $1,547,708 IN EXPENDITURES & $2,118,721 IN REVENUE; WATER/WASTER NET COMBINED, ($613,284) IN REVENUES OVER EXPENDITURES; SOLID WASTE FUND BY $18,787 IN EXPENDITURES AND $47,499 IN REVENUE; AIRPORT BY $1,575 AND $0 IN EXPENDITURES AND REVENUE RESPECTIVELY; CIP FUND $0 IN REVENUES, AND $26,769 IN EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2023-2024 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2023-2024 Official Budget, adopted by Ordinance 2023-42 and amended by Ordinance 2024-16, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibits.

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

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

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

PASSED AND APPROVED on first and final reading at a regular meeting of the City Commission this 15th day of October 2024.

CITY OF WESLACO

_____

Adrian Gonzalez, MAYOR

ATTEST:

_____

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

_____

Eden Ramirez , INTERIM CITY ATTORNEY

| Account Number | Dept / Function | Description | DEBIT | CREDIT |
|---|---|---|---|---|
| 101-4000-401100 | REVENUE | CURRENT ADVALOREM | | $ 252,531 |
| 101-4000-401900 | REVENUE | INTEREST & PENALTY ON TAX | | 19,205 |
| 101-4000-41300 | REVENUE | SALES TAX | | 300,000 |
| 101-4000-413200 | REVENUE | ALCOHOLIC BEV TAX | | 35,559 |
| 101-4000-42200 | REVENUE | BUILDING PERMITS | | 38,190 |
| 101-4000-422030 | REVENUE | ELEC & PLBG PERMITS | | 31,902 |
| 101-4000-431160 | REVENUE | CEMETERY CHARGES | | 9,448 |
| 101-4000-431390 | REVENUE | PUBLIC INFORMATION REQUEST | | 1,700 |
| 101-4000-432510 | REVENUE | FIRE MARSHALL INSPECTION | | 7,727 |
| 101-4000-432540 | REVENUE | RURAL FIRE PAYMENTS | | 103,579 |
| 101-4000-432610 | REVENUE | AMBULANCE FEES | | 162,443 |
| 101-4000-435600 | REVENUE | ANIMAL SHELTER REVENUE | | 81,922 |
| 101-4000-451256 | REVENUE | DEPLOYMENT - STATE REIMB | | 150,000 |
| 101-4000-460100 | REVENUE | INTEREST EARNED | | 22,806 |
| 101-4000-460300 | REVENUE | INTEREST ON INVESTMENTS | | 28,202 |
| 101-4000-473810 | REVENUE | INSURANCE CLAIM PAYMENTS | | 103,000 |
| 101-4000-473820 | REVENUE | SETTLEMENT PROCEEDS | | 7,500 |
| 101-4000-478910 | REVENUE | MISCELLANEOUS REVENUE | | 74,800 |
| | | | | |
| 101-5100-522043 | CCO | TRAVEL & TRAINING | 18,300 | |
| 101-5100-522520 | CCO | MEMERSHIP & SUBSCRIPTION | | 6,000 |
| 101-5100-522242 | CCO | COMMUNITY PROMOTION | 2,700 | |
| 101-5100-544046 | CCO | MISCELLANEOUS | 3,910 | |
| 101-5101-510010 | CMO | EXEMPT WAGES | | 50,000 |
| 101-5101-510080 | CMO | OVERTIME | 1,137 | |
| 101-5101-522043 | CMO | TRAVEL & TRAINING | 4,844 | |
| 101-5103-510020 | CSO | NON-EXEMPT WAGES | | 19,000 |
| 101-5103-510010 | CSO | EXEMPT WAGES | 486 | |
| 101-5103-510025 | CSO | PART-TIME WAGES | 1,310 | |
| 101-5103-522043 | CSO | TRAVEL & TRAINING | 1,892 | |
| 101-5103-522636 | CSO | MAINT-VEHICLES | 910 | |
| 101-5103-522810 | CSO | OTHER SERVIES | 2,999 | |
| 101-5103-548050 | CSO | EQUIPMENT - NON CAPITALIZED | 2,048 | |
| 101-5103-554240 | CSO | VEHICLES | 707 | |
| 101-5106-510010 | FINANCE | EXEMPT WAGES | 3,619 | |
| 101-5106-510020 | FINANCE | NON-EXEMPT WAGES | 9,588 | |
| 101-5106-511120 | FINANCE | PENSION CONTRIBUTION | 1,627 | |
| 101-5106-522240 | FINANCE | ADVERTISING | 1,541 | |
| 101-5106-522580 | FINANCE | HIDALGO COUNTY APPR UNIT | 39,895 | |
| 101-5106-533010 | FINANCE | PROFESSIONAL SERVICES | | 50,000 |
| 101-5109-510010 | HR | EXEMPT WAGES | 501 | |
| 101-5109-510020 | HR | NON-EXEMPT WAGES | | 5,000 |
| 101-5109-510080 | HR | OVERTIME | 607 | |
| 101-5109-533010 | HR | PROFESSIONAL SERVICES | 5,438 | |
| 101-5109-544001 | HR | OFFICE SUPPLIES | 82 | |
| 101-5109-544026 | HR | EDUCATIONAL SUPPLIES | 6,548 | |
| 101-5110-522380 | BLDG MAINT | UTILITIES | 6,385 | |
| 101-5110-522626 | BLDG MAINT | MAINT-BUILDING | 28,970 | |
| 101-5110-522641 | BLDG MAINT | MAINT-HEAT A/C | 14,068 | |
| 101-5110-544005 | BLDG MAINT | JANITOR SUPPLIES | 17,900 | |
| 101-5110-548050 | BLDG MAINT | EQUIPMENT - NON CAPITALIZED | | 20,000 |
| 101-5110-554131 | BLDG MAINT | TOOLS & EQUIPMENT | 15,032 | |
| 101-5110-554240 | BLDG MAINT | VEHICLES | 2,669 | |
| 101-5111-510010 | IT | EXEMPT WAGES | | 10,000 |
| 101-5111-510020 | IT | NON-EXEMPT WAGES | 8,747 | |
| 101-5111-522010 | IT | COMMUNICATIONS | 874 | |
| 101-5111-522810 | IT | OTHER SERVIES | 125 | |
| 101-5120-510010 | MUNICPAL COURT | EXEMPT WAGES | 1,000 | |
| 101-5120-510020 | MUNICPAL COURT | NON-EXEMPT WAGES | 3,196 | |
| 101-5120-510025 | MUNICPAL COURT | PART-TIME WAGES | | 8,000 |
| 101-5120-511120 | MUNICPAL COURT | PENSION CONTRIBUTION | 307 | |
| 101-5120-550110 | MUNICPAL COURT | EQUIPMENT/OFFICE FURNITURE | | 8,843 |
| 101-5125-533023 | LAW | ATTORNEY RETAINER | 30,000 | |
| 101-5140-522080 | OTHER GEN EXPEND | INSURANCE & BONDS | 187,000 | |
| 101-5140-528450 | OTHER GEN EXPEND | COMMUNITY EVENTS | - | 50,000 |
| 101-5140-522097 | OTHER GEN EXPEND | CONTINGENCY | 17,043 | |
| 101-5140-580415 | OTHER GEN EXPEND | TRANSFER TO FDER FUND | 78,111 | |

| | | | | |
|---|---|---|---|---|
| 101-5202-510010 | POLICE | EXEMPT WAGES | 50,696 | |
| 101-5202-510080 | POLICE | OVERTIME | 89,794 | |
| 101-5202-510090 | POLICE | OVERTIME GRANTS | 97,892 | |
| 101-5202-522043 | POLICE | TRAVEL & TRAINING | 16,467 | |
| 101-5202-522080 | POLICE | INSURANCE & BONDS | 2,000 | |
| 101-5202-522380 | POLICE | UTILITIES | 20,126 | |
| 101-5202-522636 | POLICE | MAINT-VEHICLES | 36,289 | |
| 101-5202-522639 | POLICE | MAINT-RADIOS | 24,735 | |
| 101-5202-522810 | POLICE | OTHER SERVICES | 4,787 | |
| 101-5202-544012 | POLICE | CLOTHING & LINENS | 14,983 | |
| 101-5202-544016 | POLICE | MOTOR FUEL & LUBE | 13,730 | |
| 101-5202-544037 | POLICE | FIREARMS CERTIFICATION | 4,849 | |
| 101-5206-510010 | FIRE | EXEMPT WAGES | 4,453 | |
| 101-5206-510020 | FIRE | NON-EXEMPT WAGES | 3,539 | |
| 101-5206-510080 | FIRE | OVERTIME | 53,487 | |
| 101-5206-511160 | FIRE | WORKERS COMP | | 125,000 |
| 101-5206-522043 | FIRE | TRAVEL & TRAINING | 3,171 | |
| 101-5206-522380 | FIRE | UTILITIES | 13,133 | |
| 101-52069-522632 | FIRE | MAINT-APPARATUS | 9,575 | |
| 101-5206-533010 | FIRE | PROFESSIONAL SERVICES | 12,047 | |
| 101-5206-548050 | FIRE | EQUIPMENT - NON CAPITALIZED | 320 | |
| 101-5206-550100 | FIRE | CAPITAL OUTLAY | | 291,364 |
| 101-5206-554240 | FIRE | VEHICLES | 220,000 | |
| 101-5208-522043 | EMS | TRAVEL & TRAINING | 13,792 | |
| 101-5208-522080 | EMS | INSURANCE & BONDS | 15,222 | |
| 101-5208-522636 | EMS | MAINT-VEHICLES | 6,145 | |
| 101-5208-522810 | EMS | OTHER SERVICES | 34,085 | |
| 101-5209-510080 | EM. | OVERTIME | 261 | |
| 101-5209-544045 | EM. | OTHER SUPPLIES | 13,177 | |
| 101-5210-510020 | ANIMAL CONTROL | NON-EXEMPT WAGES | 16,744 | |
| 101-5210-511120 | ANIMAL CONTROL | PENSION CONTRIBUTION | 3,612 | |
| 101-5210-511140 | ANIMAL CONTROL | FICA TAX | 2,333 | |
| 101-5210-511150 | ANIMAL CONTROL | MEDICARE TAX | 546 | |
| 101-5210-522010 | ANIMAL CONTROL | COMMUNICATIONS | 148 | |
| 101-5210-522043 | ANIMAL CONTROL | TRAVEL & TRAINING | 984 | |
| 101-5210-522300 | ANIMAL CONTROL | EQUIPMENT RENTAL | 593 | |
| 101-5210-522440 | ANIMAL CONTROL | POSTAGE | 30 | |
| 101-5210-544001 | ANIMAL CONTROL | OFFICE SUPPLIES | 432 | |
| 101-5210-544045 | ANIMAL CONTROL | OTHER SUPPLIES | 1,441 | |
| 101-5300-510020 | PW ADMIN | NON-EXEMPT WAGES | 2,832 | |
| 101-5300-522080 | PW ADMIN | INSURANCE & BONDS | 4,242 | |
| 101-5300-522636 | PW ADMIN | MAINT-VEHICLES | 7,031 | |
| 101-5300-522810 | PW ADMIN | OTHER SERVICES | 3,885 | |
| 101-5300-544016 | PW ADMIN | MOTOR FUEL & LUBE | 1,678 | |
| 101-5300-554240 | PW ADMIN | VEHICLES | 1,359 | |
| 101-5304-510020 | STREETS | NON-EXEMPT WAGES | 14,728 | |
| 101-5304-510080 | STREETS | OVERTIME | 6,889 | |
| 101-5304-511120 | STREETS | PENSION CONTRIBUTION | 2,820 | |
| 101-5304-511140 | STREETS | FICA TAX | 1,790 | |
| 101-5304-522080 | STREETS | INSURANCE & BONDS | 1,000 | |
| 101-5304-522634 | STREETS | MAINT-MACHINERY | 2,381 | |
| 101-5304-533050 | STREETS | STREET LIGHT INSTALLATION | 851 | |
| 101-5304-544012 | STREETS | CLOTHING & LINENS | 3,154 | |
| 101-5307-510080 | DRAIN DITCH | OVERTIME | 10,852 | |
| 101-5307-511120 | DRAIN DITCH | PENSION CONTRIBUTION | 1,389 | |
| 101-5307-511160 | DRAIN DITCH | WORKERS COMP | | 10,000 |
| 101-5307-533034 | DRAIN DITCH | STORM WATER PROJECT | 6,277 | |
| 101-5340-510010 | FLEET | EXEMPT WAGES | 2,430 | |
| 101-5340-544012 | FLEET | CLOTHING & LINENS | 1,247 | |
| 101-5340-544016 | FLEET | MOTOR FUEL & LUBE | 1,295 | |
| 101-5350-510010 | ENGINEER | EXEMPT WAGES | 500 | |
| 101-5350-510020 | ENGINEER | NON-EXEMPT WAGES | 13,358 | |
| 101-5350-511120 | ENGINEER | PENSION CONTRIBUTION | 1,257 | |
| 101-5350-522520 | ENGINEER | MEMBERSHIP & SUBSCRIPTION | 13,470 | |
| 101-5350-533010 | ENGINEER | PROFESSIONAL SERVICES | 1,732 | |
| 101-5404-510010 | PARKS | EXEMPT WAGES | 559 | |
| 101-5404-510020 | PARKS | NON-EXEMPT WAGES | | 20,000 |
| 101-5404-510080 | PARKS | OVERTIME | 21,608 | |
| 101-5404-511100 | PARKS | GROUP HEALTH INSURANCE | | 15,000 |
| 101-5404-522629 | PARKS | MAINT-PARKS | 10,322 | |
| 101-5404-522634 | PARKS | MAINT-MACHINERY | 4,872 | |
| 101-5404-522636 | PARKS | MAINT-VEHICLES | 1,819 | |
| 101-5404-522920 | PARKS | BANK & CREDIT CARD SERVICES | 3,291 | |
| 101-5404-544005 | PARKS | JANITOR SUPPLIES | 1,789 | |
| 101-5404-544012 | PARKS | CLOTHING & LINENS | 5,824 | |
| 101-5404-544016 | PARKS | MOTOR FUEL & LUBE | 5,500 | |

| | | | | |
|---|---|---|---|---|
| 101-5410-510010 | LIBRARY | EXEMPT WAGES | 5,110 | |
| 101-5410-510020 | LIBRARY | NON-EXEMPT WAGES | 8,255 | |
| 101-5410-511120 | LIBRARY | PENSION CONTRIBUTION | 967 | |
| 101-5410-522240 | LIBRARY | ADVERTISING | 305 | |
| 101-5410-522440 | LIBRARY | POSTAGE | 1,557 | |
| 101-5140-522780 | LIBRARY | COMPUTER VENDOR SUPPORT | 8,449 | |
| 101-5511-510010 | PCE | EXEMPT WAGES | 8,069 | |
| 101-5511-510080 | PCE | OVERTIME | 668 | |
| 101-5511-522010 | PCE | COMMUNICATIONS | 4,730 | |
| 101-5511-522240 | PCE | ADVERTISING | 962 | |
| 101-5511-522440 | PCE | POSTAGE | 3,615 | |
| 101-5511-544001 | PCE | OFFICE SUPPLIES | 387 | |
| 101-5511-544016 | PCE | MOTOR FUEL & LUBE | 1,450 | |
| 101-5511-544050 | PCE | MOSQUITO SPRAY | 11,420 | |
| | | | 1,547,708 | 2,118,721 |
| | | **IMPACT ON FUND BALANCE** | | **$ 571,013** |

| Account | Department | Description | DEBIIT | CREDIT |
|---|---|---|---|---|
| | | **WATER FUND** | | |
| 501-4000-433310 | REVENUE | WATER TAPPING FEES | | $ 11,000 |
| 501-4000-437210 | REVENUE | ONLINE TRANSACTION FEE | | 6,245 |
| 501-5312-522010 | EXPENSE | COMMUNICATIONS | | 20,000 |
| 501-5312-533012 | EXPENSE | CONTRACUTAL SERVICES | | 20,000 |
| 501-5312-544025 | EXPENSE | CHEMICALS | 50,000 | |
| 501-5312-544044 | EXPENSE | WATER DELIVERY | 200,000 | |
| 501-5312-550100 | EXPENSE | CAPITAL OUTLAY | | 100,000 |
| 501-5312-550110 | EXPENSE | EQUPMENT/OFFICE FURNITURE | | 25,000 |
| 501-5315-554131 | EXPENSE | TOOLS & EQUIPMENT | 90,500 | |
| 501-5316-522440 | EXPENSE | POSTAGE | 22,420 | |
| | | | 362,920 | 182,245 |
| | | **Impact on Fund Balance** | **$ (180,675)** | |
| | | **WASTEWATER FUND** | | |
| 508-5322-522380 | EXPENSE | UTILITIES | $ 43,161 | $ - |
| 508-5322-533012 | EXPENSE | CONTRACTUAL SERVICES | - | 20,000 |
| 508-5322-544016 | EXPENSE | MOTOR FUEL & LUBE | 4,937 | |
| 508-5324-510020 | EXPENSE | NON-EXCEMPT WAGES | 26,364 | |
| 508-5324-522380 | EXPENSE | UTILITIES | 31,085 | |
| 508-5324-533012 | EXPENSE | CONTRACTUAL SERVICES | | 50,000 |
| 508-5324-544025 | EXPENSE | CHEMICALS | 16,541 | |
| 508-5324-550100 | EXPENSE | CAPITAL OUTLAY | 380,521 | |
| | | | 502,609 | 70,000 |
| | | **Impact on Fund Balance** | **$ (432,609)** | |
| | | **SOLID WASTE FUND** | | |
| 540-4000-433600 | REVENUE | RESIDENTIAL GARBAGE FEES | | $ 37,133 |
| 540-4000-433620 | REVENUE | BRUSH FEE | | 5,189 |
| 540-4000-433720 | REVENUE | UB PENALITIES | | 5,177 |
| 540-5336-510020 | EXPENSES | NON-EXEMPT WAGES | 18,787 | |
| | | | 18,787 | 47,499 |
| | | **Impact on Fund Balance** | **$ 28,712** | |
| | | **AIRPORT FUND** | | |
| 550-5520-510020 | | NON-EXEMPT WAGES | $ 18,177 | |
| 550-5520-522010 | | COMMUNICATIONS | 5,761 | |
| 550-5520-522050 | | MISC EXPENSE | 9,102 | |
| 550-5520-522652 | | MAINT-TAXIWAY/RUNWAY/APRON | 9,214 | |
| 550-5520-522655 | | MAINT-FUEL SYSTEM | 8,171 | |
| 550-5520-533010 | | PROF. SERVICES | | 30,000 |
| 550-5520-544018 | | FUEL DELIVERY | | 22,000 |
| 550-5520-544025 | | CHEMICALS | | |
| | | | 50,425 | 52,000 |
| | | **Impact on Fund Balance** | **1,575** | |

| Account | Department | Description | DEBIIT | CREDIT |
|---|---|---|---|---|
| | | **PAYROLL FUND** | | |
| 103-4000-460100 | REVENUE | INTEREST EARNED | | $ 1,000 |
| | | | - | 1,000 |
| | | **Impact on Fund Balance** | **$ 1,000** | |
| | | **103-COURT ADMINISTRATION** | | |
| 105-5120-550110 | MUNICPAL COURT | EQUIPMENT | $ 19,093 | |
| | | | 19,093 | - |
| | | **Impact on Fund Balance** | **$ (19,093)** | |
| | | **202-FORFEITURES ACCOUNT** | | |
| 202-5202-550100 | | CAPITAL OUTLAY | **$ 62,822** | |
| 202-5202-550110 | | EQUIPMENT | 24,674 | |
| | | | 87,496 | - |
| | | **Impact on Fund Balance** | **(87,496)** | |
| | | **602-BUILDING DEPRECIATION FUND** | | |
| 602-4000-471100 | | PROPERTY RENTAL | **$ -** | 127,343 |
| | | | - | 127,343 |
| | | **Impact on Fund Balance** | **127,343** | |
| | | **785-MARION BOOTH** | | |
| 785-4000-460100 | | INTEREST | **$ -** | 108 |
| 785-4000-460300 | | INTEREST ON INVESTMENTS | - | 27,847 |
| | | | - | 27,955 |
| | | **Impact on Fund Balance** | **27,955** | |

| | | | | |
|---|---|---|---|---|
| | | **301- INTEREST & SINKING** | | |
| 301-4000-401100 | REVENUE | CURRENT ADVALOREM TAX | | $ 1,500,000 |
| 301-4000-460100 | REVENUE | INTEREST EARNED | - | 6,000 |
| 301-4000-460300 | REVENUE | INTEREST ON INVESTMENTS | | 75,000 |
| 301-5700-566300 | EXPENSES | FISCAL CHARGES | 1,000 | |
| 301-5700-566301 | EXPENSES | DEBT ADMINISTRATION FEES | 1,000 | |
| | | | 2,000 | 1,581,000 |
| | | **Impact on Fund Balance** | **$ 1,579,000** | |

| | | | | |
|---|---|---|---|---|
| | | **302-SERIES 2019 I&S DEBT FUND** | | |
| 302-4000-401100 | REVENUE | CURRENT ADVALOREM TAX | | 200,000 |
| | | | - | 200,000 |
| | | **Impact on Fund Balance** | **200,000** | |

| Account | Department | Description | DEBIIT | CREDIT |
|---|---|---|---|---|
| **410-CAPITAL IMPROVEMENT** | | | | |
| 410-5304-553120 | STREETS | CAPITAL OUTLAY IMPRV | **$ 26,769** | |
| | | | 26,769 | - |
| | | **Impact on Fund Balance** | **$ (26,769)** | |

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-960 |

**From:**

**Subject:**
Discussion and consideration on Resolution 2024-71 to approve participation with the cities served by AEP Texas Inc., authorizing hiring of Lloyd Gosselink Attorneys and Consulting Services to review the AEP's Resiliency Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

**Background:**

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

| | | |
|---|---|---|
| Amount: | Term of Impact: | Identified in Current Budget: |

**Additional Action Prompted:**
Resolution
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 Created
Martin Garza

**City Manager Comments:**
Approved.

**Staff Recommendation:**

**Attachments, if any:**
R2024-71 AEP Resiliency - City Participation Authorization Resolution

**Responsibilities upon Approval:**

**RESOLUTION NO. 2024-71**

**RESOLUTION OF THE CITY OF WESLACO, TEXAS, AUTHORIZING PARTICIPATION WITH THE CITIES SERVED BY AEP TEXAS INC.; AUTHORIZING HIRING OF LEGAL COUNSEL; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO LEGAL COUNSEL.**

**WHEREAS**, the City of Weslaco, Texas ("City") is an electric utility customer of AEP Texas Inc. ("AEP" or "Company") with an interest in the rates and charges of AEP; and

**WHEREAS**, the City is a member of the Cities Served by AEP Texas Inc. ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP's service area; and

**WHEREAS**, on or about September 25, 2024, AEP filed an Application for Approval of a System Resiliency Plan ("Resiliency Plan") at the Public Utility Commission of Texas ("PUC") in Docket No. 57057, seeking to increase electric distribution rates by approximately $352.1 million over three years; and

**WHEREAS**, all electric utility customers residing in the City will be impacted by this ratemaking proceeding if it is granted; and

**WHEREAS**, Cities are coordinating its review of AEP's Resiliency Plan with designated attorneys and consultants to resolve issues in the Company's application.

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

Section 1. That the City is authorizing to participate with Cities in PUC Docket No. 57057.

Section 2. That subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink and consultants to negotiate with the Company, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

Section 3. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 4. That a copy of this Resolution be sent to Jamie Mauldin, General Counsel to the Cities, at Lloyd Gosselink Rochelle & Townsend, 816 Congress Ave, Suite 1900, Austin Texas 78701.

**PASSED AND APPROVED** this 15th day of October 2024.

**CITY OF WESLACO**

By: _____
Adrian Gonzalez, **Mayor**

**ATTEST:**

_____
Norma A. Cantu, **City Secretary**

**APPROVED AS TO FORM:**

_____
Eden Ramirez, **Interim City Attorney**

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-971 |

**From:**

**Subject:**
Discussion and consideration to accept the resignation of the City Attorney and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

**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)**:**

NORMA CANTU Created
Martin Garza

**City Manager Comments:**
Approved.

**Staff Recommendation:**

**Attachments, if any:**
RESIGNATION LETTER - JUAN E GONZALEZ_000414

**Responsibilities upon Approval:**

LAW OFFICE OF
JUAN E. GONZALEZ

3110 E. Bus. 83, Weslaco, Texas 78596
TEL: (956) 447-5585
Fax: (956) 447-8637
email: juanegonzalez@jeglaw.net

September 24, 2024

Weslaco City Commission
City of Weslaco
255 South Kansas
Weslaco, Texas 78596

Re: Resignation

Dear Commissioners:

I am hereby submitting my resignation as City Attorney for the City of Weslaco. It was an honor and a pleasure working with all past and present Commissioners and staff these past nine years. After forty years of representing governmental entities, I feel it is time for me to slow down and enjoy spending more time with my children and grandchildren. I am committed to ensuring a smooth transition with the next City Attorney.

Sincerely,

Juan E. Gonzalez

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-984 |

**From:**

**Subject:**
Discussion and consideration to appoint an Interim City Attorney and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

**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)**:**

EDNA SILVA
ADELAIDA VEGA
Martin Garza

Created

**City Manager Comments:**
Approve

**Staff Recommendation:**

**Attachments, if any:**

**Responsibilities upon Approval:**

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-937 |

**From:**
Maria Alvarez

**Subject:**
Discussion and consideration to award the Airport Appraisals Rent Study Contract to AMCG for a fixed fee of $29,195 and authorize Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

**Background:**
AMCG presented to the commission on Aug 28th and outlined the scope of the rental study. AMCG was selected by vote to draft a contract for conducting the current rent rate study for Mid-Valley Airport. The contract is attached. Staff recommends approval.

**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<br>Martin Garza | Created |

**City Manager Comments:**

**Staff Recommendation:**

**Attachments, if any:**
City of Weslaco API 100124, Airport Appraisal Contract AMCG - MEMO, AMCG Project Authorization Agreement-TXW Airport Rent Study-090924

**Responsibilities upon Approval:**

**Client:** City of Weslaco

**Adjustment Date** October 1, 2024

# Annual Rate Adjustment

**Increase Adjustment Percentage:** **4.50%**

| Monthly Fees | Base Fee | Repair & Maintenance Limit | Total Compensation |
|---|---|---|---|
| Previous Rate | 134,815.12 | 116,333.33 | 251,148.45 |
| API Adjustment | 6,066.68 | 0.00 | 6,066.68 |
| **New Rate** | **$ 140,881.80** | **$ 116,333.33** | **$ 257,215.13** |

| Annual Fees | Base Fee | Repair & Maintenance Limit | Total Compensation |
|---|---|---|---|
| Previous Rate | 1,617,781.44 | 1,395,999.96 | 3,013,781.40 |
| API Adjustment | 72,800.16 | 0.00 | 72,800.16 |
| **New Rate** | **$ 1,690,581.60** | **$1,395,999.96** | **$ 3,086,581.56** |

# 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

MEMORANDUM

Date: October 11, 2024

From: Mid-Valley Airport Director

To: Commission Board

Subject: Request approval of AMCG Appraisal Rent Study Contract for Airport

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On August 29, 2024, AMCG presented to Commission and was selected by vote to prepare an agreement to conduct rent study for Mid-Valley Airport. The agreement includes corporate hangars, T-hangers, and land leases (all owned by City).

The results of the rent study will outline current local rates, which in turn will allow airport staff to propose rent increases (to the Commission) for expired leases/due renewal.

AMCG agreement fee (attached) is $29,195.

Staff recommends approval.

# PROJECT AUTHORIZATION AGREEMENT

**Client:** City of Weslaco
255 South Kansas Avanue
Weslaco, Texas 78596

**Contact:** Lily Alvarez, Director
Email Address (for notices): mlalvarez@weslacotx.gov

**Consultant:** Aviation Management Consulting Group, Inc.
9085 E. Mineral Circle, Suite 315
Centennial, Colorado 80112

**Contact:** David Benner, Managing Principal
Email Address (for notices): dbenner@amcg.aero

**Services:** Airport Rent Study

**Scope:** In accordance with the proposal dated August 28, 2024, Aviation Management Consulting Group, Inc. (AMCG) will conduct an Airport Rent Study to determine an estimated opinion of market rent for certain land and improvements at Weslaco Mid-Valley Airport (Airport).

**Fees:** The Scope will be completed for a fixed fee of $29,195 which includes one site visit (two people for one day).

Any other services requested by the Client will be provided on an hourly basis in accordance with AMCG's Hourly Fee Schedule (as follows) or on a fixed fee basis (if mutually agreed on by the parties in writing in advance of AMCG providing the services).

| AMCG Hourly Fee Schedule | |
|---|---|
| **Position** | **Hourly Billing Rate** |
| Founder and Principal Consultant | $360 |
| Managing Principal | $300 |
| Senior Consultants | $260 |
| Consultants | $240 |
| Associate Consultants | $225 |
| Senior Analysts | $185 |
| Analysts | $170 |
| Staff | $95 |

The AMCG Hourly Fee Schedule is effective for the calendar year of 2024 and subject to change thereafter.

**Expenses:** An expense allocation of $3,250 is included in the Fees identified herein to cover the direct (project-related) expenses, including those associated with the site visit. The Client agrees to reimburse AMCG (at cost without mark-up) for any direct (project-related) expenses incurred by AMCG in excess of the expense allocation.

*Direct (project-related) expenses include air and ground transportation, lodging, subsistence, and costs for outside services (e.g., overnight or courier service, copying, printing, and document production/duplication, etc.).*

**Schedule:** Services will be completed within 10 weeks of the site visit – subject to circumstances beyond AMCG's control, which may result in delayed completion of Services without liability to AMCG.

**Terms:** A signed Agreement will be required to commence work. Fees for services rendered (and reimbursement for expenses incurred) by AMCG will be payable on a progressive basis predicated upon the work performed and the expenses incurred by AMCG each billing period (terms net 15 with interest at 15% per annum accrued on any unpaid balance). AMCG shall for all purposes be deemed an independent contractor of Client. While AMCG typically invoices on a monthly basis, AMCG may invoice the Client on a more frequent basis in AMCG's discretion. If any payment due and owing is not made promptly by the Client, AMCG may discontinue work. The Client agrees to pay all costs of collection including attorney's fees and related costs/expenses and all interest incurred if payments are not made as agreed. In the event of any other dispute, the prevailing party shall be entitled to recover attorney's fees, court costs, and related costs/expenses.

This Agreement is subject to the terms and conditions included in **Attachment A – General Terms and Conditions**. AMCG work products will be provided in hardcopy or non-editable digital formats only.

AMCG does not employ any attorneys, certified public accountants, or engineers. As such, AMCG will not directly provide any legal, tax, or engineering reviews, render any legal, tax, or engineering findings, observations, opinions, or recommendations, or provide any legal, tax, or engineering advice to the Client.

The Client understands that AMCG provides a wide range of aviation management consulting services to current and prospective owners and operators of airports and aviation businesses (and other entities) located throughout the United States and abroad. While AMCG has determined (and the Client has agreed) that no conflict of interest exists at this time (relating to the services identified in this Agreement), the Client understands that potential conflicts of interest (which cannot be anticipated at this time) may arise relating to future work (not related to the services identified in this Agreement) and if AMCG identifies a potential conflict and the conflict cannot be resolved, AMCG may not be able and would not be obligated to provide services to the Client as it relates to future work that is or may be perceived as being in conflict. In such a case, AMCG will identify and refrain from performing the services that are or may be perceived as being in conflict. All other aspects of this Agreement or any other agreement between AMCG and the Client shall not be affected.

This Agreement is subject to change (including withdrawal in part or whole) if not executed by the Client by 5:00 pm (Mountain) on October 30, 2024.

By: _____ Date: 09/09/2024

David C. Benner, Managing Principal
Aviation Management Consulting Group, Inc.

**Client's Acceptance, Agreement, and Authorization:**

*I am authorized to sign for and bind the City of Weslaco to the terms and conditions of this Agreement.*

By: _____ Date: _____
(Signature)

Name: _____ Title: _____
(Print) (Print)

**1. Entire Agreement**

This Agreement, together with these General Terms and Conditions and any attachments and/or written amendments hereto which may be agreed on by the Parties, constitutes the entire understanding and agreement between the Parties with respect to the Services to be provided hereunder and supersedes all previous negotiations, writings, and/or other agreements with respect to the subject matter hereof. If a proposal is attached hereto for purposes of scope and/or fee, then any additional terms or conditions contained in such proposal are void and not a part hereof.

**2. Amendments**

This Agreement and said attachments may only be amended by a written instrument signed by an authorized representative of each of the Parties hereto.

**3. Indemnification**

AMCG and Client each agree to indemnify and hold harmless their respective directors, officers, employees, agents, and representatives from and against all suits, actions, claims, demands, judgments, and liabilities including property damage and bodily injury or death and reasonable attorneys' fees to the extent resulting from indemnifying party's negligent acts, errors, or omissions or breach of contract relative to this Agreement.

**4. AMCG's Liability; Remedy for Breach**

AMCG is not liable to Client, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages. IN NO EVENT SHALL AMCG'S AGGREGATE LIABILITY FOR ALL CLAIMS EXCEED THE AMOUNTS PAID BY CLIENT TO AMCG IN THE PRECEDING 12 MONTHS.

In the event of any breach of this Agreement by AMCG with respect to the provision of Services, AMCG shall promptly correct or re-perform all such Services, which shall be the sole and exclusive remedy of Client for any such breach of this Agreement.

**5. Governing Law and Mediation**

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed, interpreted, construed and enforced pursuant to the laws of the State of Colorado. No action may be brought except in the State of Colorado.

In the event of a dispute arising out of or relating to this Agreement or the Services to be rendered hereunder, the Parties agree to: (i) attempt to resolve the disputes through direct negotiations between the appropriate representatives of each party for a period of at least 60 days, (ii) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules of the American Arbitration Association by the Judicial Arbiter Group at their offices in Denver, Colorado, and (iii) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction in the State of Colorado.

In the event a dispute shall arise under or about this Agreement, the prevailing party as determined by the mediator or court (defined as the one recovering or defending more than 50% of the claim) shall be entitled to recover from the other party as part of the prevailing party's costs, its reasonable attorney's fees and court costs/mediation fees.

**6. Termination**

This Agreement may be terminated by either Party upon a material breach by the other Party which goes uncured for a period of 15 days after such Party's receipt of notice thereof from the non-breach Party. In the event of termination, Client shall pay AMCG for Services completed through the effective date of termination.

**7. Assignment**

Client may not assign, sublet, or transfer its rights and/or obligations under this Agreement without the prior express written consent of AMCG and any attempted assignment, sublet, or transfer without such consent shall be null and void.

**8. Conflicts**

If any provision of this Agreement is found to be in conflict with another provision in this Agreement, the provision that establishes the higher or stricter standard shall prevail.

**9. Saving Clause**

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect AMCG'S intention. All remaining provisions of this Agreement shall remain in full force and effect.

**10. Severability**

The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

**11. Notice**

Any and all notices required or authorized to be given pursuant to this Agreement between the Parties will be considered as having been legally delivered if sent via hand-delivery, email, overnight courier service, or U.S. First class Certified or Registered Mail, postage prepaid, and return receipt requested to the addresses of each party identified in this Agreement. Either party may change its addresses for notices by providing written notice to the other Party as set forth in this Section.

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-978 |

**From:**
Luz Galindo

**Subject:**
Discussion and consideration to amend an Administrative Services Agreement with Creative Benefits Administrators to include Health Reimbursement Arrangement (HRA) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources)

**Background:**

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

| | | |
|---|---|---|
| Amount: | Term of Impact: | Identified in Current Budget: |

**Additional Action Prompted:**
Mayor's Signature

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

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

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

NORMA CANTU
Luz Galindo
Martin Garza

Created

**City Manager Comments:**
Approved as recommended by Human Resources Director.

**Staff Recommendation:**

**Attachments, if any:**
MEMO 10 15, Health Reimbursement Arrangement

**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

## HUMAN RESOURCES DEPARTMENT

**Date:** October 09, 2024

**To:** Mayor and City Commission

**Cc:** Martin Garza, City Manager

**From:** Luz Galindo, HR Director

**Subject:** Amendment to Administrative Services Agreement

The Administrative Services Agreement with Creative Benefits Administrators (CBA) requires amendment to include services for Health Reimbursement Arrangement.

Who is Creative Benefits Administrators? The City's Third Party Administrator proving administrative services for Benefit Programs such as Consolidated Billing, COBRA Administration, and the Flexible Spending Account (FSA).

On September 17, 2024 City Commission approved the distribution of the "communication credit" to employees with dependent health coverage. Employees would receive a one-time credit on their Flexible Spending Account, however; CBA informed the city that the maximum employer contribution allowed under IRS regulations is $500 per employee. The alternative option is to use a Health Reimbursement Arrangement which allows for a maximum employer contribution of up to $1,000 per employee. This action will not increase the approved amount of $44, 450.32 to include all fess.

**Schedule [F]**
**Health Reimbursement Arrangement (HRA)**

Capitalized terms used in this Schedule but not defined have the meanings given in this Agreement.

CoW has established a Health Reimbursement Arrangement under Revenue Ruling 2002-41 and Notice 2002-45. CoW has delegated certain administrative responsibilities under the HRA to CBA.

## Section 1
## Scope of Undertaking

### 1.1 Scope of Undertaking

CoW has sole and final authority to control and manage the operation of the Program. CBA is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of CoW. CBA and CoW shall not be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor.

CBA does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by CoW. CBA shall not in any way be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. CBA generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by CoW under the Program.

Except as otherwise expressly set forth herein, nothing herein shall be deemed to constitute CBA as a party to the Program or to confer upon CBA any authority or control with respect to management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program. Nothing in this Agreement shall be deemed to impose upon CBA any obligation to any employee of CoW or any person who is participating in the Program (Participant).

### 1.2 Non-Discretionary Duties

Except as otherwise expressly set forth herein, the services to be performed by CBA under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Benefit Programs established by CoW.

## Section 2
## CBA's Additional Responsibilities for Administration of the HRA

### 2.1 Limited Fiduciary Duties

Notwithstanding the foregoing, pursuant to Section 405(c)(1) of ERISA, CoW delegates to CBA certain functions which might be deemed to be of a fiduciary nature, including authority to

determine claims for benefits as set forth in Section 4 of this Schedule, and to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of CBA for the benefit CoW for the exclusive purpose of facilitating the payment of Program benefits claims as set forth in Section 6 of this Schedule, as further modified by this Schedule or another attached Schedule.

The parties agree that CBA is fiduciary of the Program only to the limited extent necessary to perform such limited fiduciary duties as expressly delegated under this Agreement. CBA shall not be deemed a fiduciary in connection with any other duty or responsibility in the administration of the Program.

**2.2 Services Included**

CoW is responsible for all legal requirements and administrative obligations with regard to the HRA, except for the following administrative duties specifically delegated to CBA:

- CBA shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, CBA shall make available other HRA documents.

- Upon receiving instructions from CoW with regard to a Participant's change in status or other event that permits an election change under IRS regulations, CBA shall make the requested change in the Participant's election as soon as possible.

- CBA shall prepare the information necessary to enable CoW to satisfy its Form 5500 filing obligation with regard to the HRA. CoW shall be responsible for reviewing the information provided by CBA to ensure its accuracy, and, unless otherwise agreed by the parties in writing, CoW shall prepare and submit any Form 5500.

- CBA shall assist CoW in performing key employee concentration testing.

- CBA shall make initial decisions with regard to Participant claims and disburse any benefit payments that it determines to be due within [10] business days of the day on which CBA receives the claim. Benefit payments shall be made by check payable to the Participant. If the amount of the claim exceeds the amount the Participant has had deposited to date, CBA will hold the claim and process once sufficient funds have been deposited into the Participant's account. Claims of less than [$ _____] may be carried forward and aggregated with future claims until the total amount is equal to or greater than [$ _____], except that any remaining amount shall be paid after the end of the Plan Year without regard to the $_____ threshold.

- CBA shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time

for the Participant to resubmit the claim. CBA shall follow the requirements of ERISA with regard to denial of claims.

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## 2.3 Services Not Included

- CoW's compliance with COBRA or compliance with HIPAA portability provisions.
- Determining whether CoW's HRA documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
- Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the HRA.
- CoW's responsibility for the determination on the second and any final level of appeal.

## 2.4 Performance Guarantees

- **Customer Service: Quality Measurement.** 98% of interactions between customer service representative and Participants meeting service and accuracy benchmarks. Penalty for non-conformance is 1% of the applicable fees in the month that the violation occurs.
- **Claims Processing: Claims Turnaround.** 98% of claims received to be processed within 48 hours of receipt. All claims received after 3:00 p.m. CST are considered to be received the next business day and will therefore be processed within 48 hours from the next business day received. Penalty for nonconformance is 1% of the applicable fees in the month that the violation occurs.
- **Claims Processing: Coding Accuracy.** Claims to be processed at a minimum 98% procedural accuracy rate, where procedural accuracy is determined by whether internal processes were followed. Penalty for non-conformance is 1% of the applicable fees in the month that the violation occurs.
- **Claims Processing: Financial Accuracy.** Claims to be processed at a minimum 98% financial accuracy rate, where financial accuracy affects the payment amount of a claim. Penalty for non-conformance is 1% of the applicable fees in the month that the violation occurs.
- **Account Management: Satisfaction Level.** CoW reports its satisfaction with overall management of account. Penalty for non-conformance is 1% of the applicable fees in the month that the violation occurs.

# Section 3
# CoW's Responsibilities

### 3.1 General Fiduciary Duties

Except as otherwise specifically delegated to CBA in this Agreement, CoW has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Program and making all determinations thereunder. CoW gives CBA the authority to act on behalf of CoW in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by CoW and CBA. CoW is considered the Plan Administrator and Named Fiduciary of the Program benefits which are subject to ERISA.

### 3.2 Funding

CoW shall promptly fund an account maintained for the payment of Program benefits as described in Section 6 of this Schedule.

### 3.3 Information to CBA

Upon request, CoW agrees to provide CBA with information necessary for CBA's performance of duties and obligations under this Agreement, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. CBA shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of CoW or its agents. Such information shall be provided to CBA in the time and in the manner agreed to by CoW and CBA. CBA shall have no responsibility with regard to benefits paid in error due to CoW's failure to timely update such information.

CoW also agrees to provide CBA with frequent updated reports summarizing the following: Eligibility; Salary Reduction amounts; Debit information; and Other information reasonably required by CBA (Reports). Reports are required to be made available once a month or as often as CBA requests. Unless otherwise agreed by CoW and CBA, the Reports should be provided to CBA by electronic medium. The Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Program.

CoW shall be responsible for ensuring the accuracy of its Reports, and bears the burden of proof in any dispute with CBA relating to the accuracy of any Reports.

CBA incurs no liability to CoW or any Participant as a consequence of an inaccurate Report. Additionally, CBA is under no obligation to credit CoW for any claims expenses or administrative fees incurred or paid to CBA as a consequence of CoW failing to review Reports for accuracy.

CBA shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information. Reports are considered Protected Health Information (PHI) and, when transmitted by or maintained in electronic media shall be considered electronic PHI, and subject to the Privacy and Security Rules under HIPAA, and Section 5 of the Agreement.

### 3.4 Plan Documents

CoW is responsible for the Program's compliance with all applicable federal and state laws and regulations and shall provide CBA with all relevant documents, including but not limited to, the Program documents and any Program amendments. CoW will notify CBA of any changes to the Program at least 30 days before the effective date of such changes.

CBA may provide plan documents and forms for review by CoW and CoW's legal counsel, including plan document/summary plan description, election forms and other documents. CBA will customize such documentation only to the extent to incorporate CoW's responses to certain plan design questions submitted by CBA. In addition, CBA will provide document changes to reflect revisions in applicable legislation or regulations. Although CBA has taken steps to ensure that its documents and forms are of high quality and generally comply with the applicable laws, it cannot be aware of all of the facts and circumstances that may apply to CoW or the Program.

CoW acknowledges that CBA is not providing tax or legal advice and that CoW should ask its legal counsel to review such documents for legal and tax compliance. CoW bears sole responsibility for determining the legal and tax status of the Program. Further, CBA is not a law firm and has no authority to provide legal advice.

### 3.5 Liability for Claims

CoW is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. CBA does not insure or underwrite the liability of CoW under the Program. Except for expenses specifically assumed by CBA in this Agreement, CoW is responsible for all expenses incident to the Program.

### 3.6 Financial and Medical Records

In order to permit CoW and/or CBA to perform their obligations under this Agreement, personal financial records or medical records may be requested. If required by law or regulation, CoW must either, in accordance with applicable state and federal law:

- Notify each Participant and provide each Participant an opportunity to opt out (if required); or
- Obtain from each Participant written authorization for release of the requested records.

## Section 4
## CBA's Responsibilities

### 4.1 Benefits Payment

CBA agrees to, on behalf of CoW, operate under the express terms of this Agreement and the Program. CBA makes the initial determination if persons covered by the Program (as described in the Reports) are entitled to benefits under the Program and shall pay Program benefits in its usual and customary manner, to Participants as set forth in this Section 4.

CoW agrees that:

- CBA has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration;
- CoW will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and
- CoW shall indemnify and hold CBA harmless for any liability relating to Prior Reimbursement Requests and Prior Administration.

### 4.2 Bonding

CBA has, and will maintain, a fidelity bond and/or ERISA bond (where applicable) for all persons involved in collecting money or making claim payments, and all officers of the company. This bond covers the handling of CoW's and Participants' money and must protect such money from losses by dishonesty, theft, forgery or alteration, and unexplained disappearance.

### 4.3 Reporting

CBA agrees to make available to CoW each month via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month.

CoW must provide certification that the plan document requires CoW to comply with applicable Privacy and Security Rules under HIPAA before CBA will make available the reports provided for in this Section to CoW. CBA agrees to also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month.

CoW is responsible for ensuring that any beneficiary of the Participant who submits a claim agrees to the disclosure of PHI to the Participant, if required by the Privacy Rule.

### 4.4 Claims and Appeals

CBA agrees to refer to CoW or its designee, Plan Administrator, and/or Named Fiduciary for the following:

- The second and final level of appeal of an adverse benefit determination; and
- Any class of claims CoW may specify, including:
    - Questions of eligibility or entitlement of the claimant for coverage under the Program;

- Questions with respect to the amount due; or
- Any other appeal.

### 4.5 Additional Documents

If CoW requires, and CoW and CBA mutually agree upon payment of applicable service charges, then CBA shall furnish CoW:

- Program documents for review by CoW with its legal counsel, to be approved and executed by CoW, including board resolution, summary plan description, plan document and plan amendments; and
- Administrative forms needed for CBA to perform its duties under this Agreement.

### 4.6 Communication

CBA agrees to provide consulting services for and development of certain communication information.

### 4.7 Recordkeeping

CBA agrees to maintain for the duration of this Agreement the usual and customary books, records and documents CBA has prepared or received possession in the performance of its duties hereunder. These books, records, and documents, including electronic records, are the property of CoW, and CoW has the right of continuing access to them during normal business hours at CBA's offices with reasonable prior notice. If this Agreement terminates, CBA may deliver, or at CoW's request, will deliver all such books, records, and documents to CoW, subject to CBA's right to retain copies of any records it deems appropriate. CoW shall be required to pay CBA reasonable charges for transportation or duplication of such records.

### 4.8 Standard of Care; Erroneous Payments

CBA shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If CBA makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, CBA shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, CBA will not be liable for such payment, unless CBA would otherwise be liable under another provision of this Agreement.

CBA owes a duty of care only to CoW, which duty is one of reasonable care under the attendant circumstances. CBA is not liable for any mistake of judgment or for any action taken in good faith unless such mistake or action results in a breach of such duty of care.

### 4.9 Notices to CoW

CBA shall provide to CoW all notices (including any required opt-out notice) reflective of its privacy policies and practices as required by state and/or federal law (including the Gramm-Leach-Bliley Act).

## Section 5
## Compliance with Privacy and Security Rules Under HIPAA

### 5.1 Compliance with Privacy and Security Rules Under HIPAA

Contemporaneously with this Agreement, CoW and CBA have entered into a Business Associate Agreement pursuant to HIPAA and the HITECH Act.

### 5.2 HIPAA Privacy

CoW shall provide CBA with the following documents, where required or applicable:

- Notice of Privacy Practices;
- Any subsequent changes to the Notice of Privacy Practices;
- Certification that CoW amended the plan document as regulated by the Privacy Rule to permit disclosure of PHI to CoW for plan administrative purposes;
- Certification that CoW agrees to the conditions set forth in the plan amendment;
- Copies of any authorizations of Participants or beneficiaries to use or disclose PHI (and any later changes to or revocations of such authorizations);
- Notice of any restriction on the use or disclosure of PHI that CoW agrees to under the Privacy Rule; and
- Notice of any requests that communications be sent to a Participant or beneficiary by an alternative means or at an alternative location that CoW agrees to under the Privacy Rule.

CoW shall not request CBA to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by CoW, except that CBA may use or disclose PHI for purposes of Data Aggregation and the management and administrative activities of CBA, as provided in Section 5 of this Agreement.

## Section 6
## Payment of Benefits and Funding Responsibility

### 6.1 Payment of Benefits

In order to facilitate the administration of the Program, CoW authorizes CBA to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and

maintained in the name of CBA for the benefit of CoW for the payment of Program benefits. Weekly or at such other interval as mutually agreed upon, CBA will notify CoW of the amount needed to pay approved benefit claims and CoW shall pay or transfer into the bank account the amount needed for the payment of Program benefits. CoW and CBA shall enter into such agreements and provide instructions to CBA's bank as are necessary to implement this Section. CBA has sole authority to provide whatever notifications, instructions, or directions are necessary to accomplish the disbursement of such Program funds to, or on behalf of, Participants in payment of approved claims. CoW retains all rights of ownership in the bank account which shall be used exclusively for facilitating the administering the Program.

### 6.2 Funding of Benefits

Funding for any payment on behalf of the Participants under the Program, including, but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of CoW, and CoW agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the terms of this Agreement.

### 6.3 Custodial Account

CoW further represents and agrees that:

- CoW shall advise the Participants and beneficiaries of the Program that there is no account, fund, or trust or independent source of funds being held on behalf of the Program that may be used to provide or secure benefits under the plan;
- CoW shall advise the Participants and beneficiaries of the Program that the benefits under the Program shall at all times be paid out of the general assets of CoW; and
- CoW shall advise the Participants and beneficiaries of the Program that neither the Program nor the Participant, or any other person, shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer, or held for the benefit of the Employer, from which any payment under this Plan may be made.

CoW understands and agrees that any account maintained by CBA for the purpose of holding funds from CoW or covered individual to pay benefit claims and/or Program premiums will be a custodial account maintained by CBA on behalf of CoW for the exclusive purpose of facilitating administering the Program. The account is subject to CoW's general creditors. CBA will have no rights with respect to such funds maintained in the CoW's custodial account except as set forth herein and all funds in such account shall be used only as set forth herein. CoW retains all rights of ownership in the account.

### 6.4 Debit Card (CoW initial if applicable: _____ )

CBA agrees to:

- Process debit card swipes reported to CBA on behalf of CoW;
- Request receipt notification on all swipes not eligible for electronic adjudication under the current IRS guidelines;
- Report to the debit card provider any account reimbursements that are a result of activities mentioned above; and
- Request data from debit card providers each business day to ensure participants are properly reimbursed for their expenses.

Any interchange shared between the debit card provider and CBA will be retained wholly by CBA. Any fees charged to CBA by the debit card provider shall be the responsibility of CBA. CBA currently contracts with [Debit Card Provider] for the HRA Debit Card. Under this Agreement, CBA reserves the right to change card providers during the year, given at least 90 days notice is provided to CoW.

**Section 7**
**Fee Schedule**

As set forth in Section 4 of this Agreement, the applicable service charges shall be as follows:

| **Installment** | **Cost** |
|---|---|
| Plan Set Up..... | Fee Waived |
| Plan Take-Over Fee (if applicable)..... | Fee Waived |
| Plan Documents..... | Fee Waived |
| Design of Custom Communication Material..... | Fee Waived |

| **Administration** | **Cost** |
|---|---|
| Start-Up Kits..... | Fee Waived |
| Annual Renewal..... | Fee Waived |
| Discrimination Testing..... | Fee Waived |
| Form 5500 Preparation..... | Fee Waived |
| Annual Reports..... | Fee Waived |
| Special Check/Replacement Checks in Series..... | Fee Waived |
| Monthly Fee for Each HRA Participant[1]..... | $ 3.50 |

[1] Enrolled at some time throughout the month for the term of the agreement.

Any courier charges incurred will be passed through at cost to CoW.

If CoW terminates the services, there will be a charge for a runoff period, should CoW choose to request one. This charge will be negotiated at the time of termination.

**Amendment One to the**
**Creative Benefit Administrators, LLC**
**Administrative Services Agreement**

City of Weslaco (hereinafter "CoW") and Creative Benefit Administrators, LLC (hereinafter "CBA") (collectively "the Parties") have agreed to amend the previously executed Administrative Service Agreement (hereinafter "the Agreement"), effective October 1, 2024, to add HRA Administration.

This Amendment One (hereinafter "Amendment") serves as written agreement of the Parties as required by the Agreement.

The Agreement between CoW and CBA is hereby amended, effective October 1, 2024 to add HRA Administration as Schedule F accordingly.

This Amendment to the Agreement is hereby incorporated by reference into the Agreement.

**Signatures:**

| **CoW** | **Creative Benefit Administrators, LLC** |
|---|---|
| By:_____ | By:_____ |
| Title:_____ | Title:_____ |
| Attest:_____ | Attest:_____ |
| Date:_____ | Date:_____ |

**City of Weslaco**

By:_____

Title:_____

Attest:_____

Date:_____

**Creative Benefit Administrators, LLC**

By:_____

Title:_____

Attest:_____

Date:_____

# Standardized Agenda Request Form

| | |
|---|---|
| **Date of Meeting:**<br>October 15, 2024 | **Agenda Item No.** (to be assigned by CSO)**:**<br>2024-980 |

**From:**
Albert Aldana

**Subject:**
Discussion and consideration to award bid for RFB #2023-24-36 to the most advantageous bidder, Cornett Construction, LLC out of La Feria, Texas, in the amount of $1,853,024.99 for the proposed new Lift Station #12 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

**Background:**
See attached letter of recommendation & bid tabulation.

**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 | Created/Initiated |
| Albert Aldana | Approved |
| Martin Garza | New |

**City Manager Comments:**
Approved as recommended by Engineering staff.

**Staff Recommendation:**
Staff recommends approval.

**Attachments, if any:**
10-11-24CC_RFB 2023-24-36 Award, Lift Station #12_Bid Tab & Recommendation

**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:** October 11, 2024

**TO:** Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

**FROM:** Albert J. Aldana, P.E.

**RE:** **RFB # 2023-24-36 LIFT STATION #12**

On October 4, 2024, the city of Weslaco received seven construction bids for RFB #2023-24-36 Lift Station #12. Cornett Construction, LLC out of La Feria, Texas was the apparent low bidder with a bid of $1,853,024.99.

Our consultant, Cruz Hogan, Inc., tabulated the bids and vetted the low bidder. As a result, Cruz Hogan recommends that Cornett construction be awarded the bid.

Staff concurs with our consultant's recommendation and recommends approval of this agenda item.

Please let me know if you have any questions or need further information.

Kind regards.

Attachment: Consultant's Recommendation Letter Dated October 8, 2024

CRUZ - HOGAN
ENGINEERS I PLANNERS
TBPE Firm Reg No. F-4860

Offices
Weslaco
McAllen
Harlingen

October 8, 2024

Martin Garza
City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

**Project:** Lift Station No. 12 Improvements Project
RFB No. 2023-24-36

**Re:** Bid Award Recommendation

Dear Mr. Garza:

On October 4, 2024, the City of Weslaco received seven (7) construction bids for the Lift Station No. 12 Improvements Project, RFB No. 2023-24-36.

We have reviewed the bids, and the low ***unit price base bid proposal*** submitted by Cornett Construction Company in the amount of $1,853,024.99 appears to be in order.

Therefore, we recommend that the low bid submitted by Cornett Construction Company be accepted and a contract be awarded, ***subject to available funds***.

A copy of the Bid Tabulation Sheet is enclosed for your information and records.

Please advise of any questions or comments you may have in reference to this project.

Sincerely,

Marcus D. Cruz, P.E., CFM
Project Manager

# BID TABULATION SHEET

## CITY OF WESLACO

### Lift Station No. 12 Improvements Project

RFB NO. 2023-24-36

**Bid Opening:** Friday, October 4, 2024 -10:00 a.m.
**Location:** Via Zoom

** Red indicates corrected amount*

| | BIDDER | ADDENDA NO. 1-4 ACKNOWLEDGED | BID BOND INCLUDED | BASE BID | ALTERNATE BID ITEM 10A | ALTERNATE BID ITEM 11A |
|---|---|---|---|---|---|---|
| 1 | Cornett Construction Company | ✓ | ✓ | $1,853,024.99 | $83,451.18 | $83,451.18 |
| 2 | Rovan Texas, LLC | ✓ | ✓ | $1,879,698.34 | $83,451.43 | $87,536.04 |
| 3 | Mor-Wil, LLC | ✓ | ✓ | $2,183,719.09<br>$2,040,757.87 | $104,812.63 | $104,812.63 |
| 4 | Pega JPS Utilities, LLC | ✓ | ✓ | $2,205,750.00 | $45,000.00 | $45,000.00 |
| 5 | Jimmy Closner & Sons Construction Co., Inc. | ✓ | ✓ | $2,237,100.00 | $85,000.00 | $85,000.00 |
| 6 | GO Underground, LLC | ✓ | ✓ | 2,344,608.00 | $125,000.00 | $125,000.00 |
| 7 | Saenz Brothers Construction, LLC | ✓ | ✓ | $3,410,430.00 | $132,000.00 | $138,000.00 |

STATE OF TEXAS
MARCUS D. CRUZ
126718
LICENSED
PROFESSIONAL ENGINEER

10/8/24

CRUZ - HOGAN
ENGINEERS | PLANNERS
McAllen | Harlingen | Weslaco
TBPE FIRM REGISTRATION No: F - 4060

CHC#602

# CITY OF WESLACO

## Lift Station No. 12 Improvements

### RFB No. 2023-24-36

*(Bids received October 4, 2024)*

## Itemized Bid Tabulation

| * Red indicates corrected amount | | | | Cornett Construction Company | | Rovan Texas, LLC | | Mor-Wil, LLC | | Pega JPS Utilities, LLC | | Jimmy Closner & Sons Construction Co., Inc. | | GO Underground, LLC | | Saenz Brothers Construction, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Description | Unit | Estimated Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| BASE BID | | | | | | | | | | | | | | | | | |
| | LIFT STATION PACKAGE | | | | | | | | | | | | | | | | |
| 1 | **Lift Station Package**<br>To include submersible pumps, all lift equipment and controls, all lift station accessories, piping, valves, fittings, fiberglass wet well and concrete foundation, reinforcing steel, hatches, concrete plugs for abandoned lines, all electrical, canopy metal structure, pump controls panels including variable frequency drives, 4 ft diameter manholes, 5' diameter lift station receiving manhole, 15" and 18" sewer line, 8" emergency force main line with valves and fittings, emergency bypass suction line with valves and fittings, All by-pass operations, concrete pavement, concrete sidewalks, paving, fencing and gates, 12" force main to work limit , water service line and tap, backflow preventer, existing asphalt street repair, curb and gutter repair, demolition, etc. for a fully operational lift station.<br>**All complete, in place.**<br>***SEE SHEET 8 of 41 FOR LOCATION OF BID PACKAGE WORK LIMITS*** | LS | 1 | $ 1,019,334.78 | $ 1,019,334.78 | $ 932,192.98 | $ 932,192.98 | $ 1,051,596.37 | $ 1,051,596.37 | $ 750,000.00 | $ 750,000.00 | $ 1,010,000.00 | $ 1,010,000.00 | $ 1,300,000.00 | $ 1,300,000.00 | $ 1,540,000.00 | $ 1,540,000.00 |
| 2 | **Trench Safety for Force Main Sewer Line. (over 5 foot line depth)**<br>To include preparation of Trench Safety Plan.<br>**All complete, in place.**<br>**All complete and in accordance with all local, state and federal requirements.**<br>***SEE SHEET 8 of 41 FOR LOCATION OF BID PACKAGE WORK LIMITS*** | LF | 120 | $ 2.00 | $ 240.00 | $ 22.34 | $ 2,680.80 | $ 12.00 | $ 1,440.00 | $ 15.00 | $ 1,800.00 | $ 5.00 | $ 600.00 | $ 150.00 | $ 18,000.00 | $ 14.00 | $ 1,680.00 |
| 3 | **Trench Safety for Lift Station Construction.**<br>To include preparation of Trench Safety Plan.<br>**All complete and in accordance with all local, state and federal requirements.**<br>**All complete** | LS | 1 | $ 2,500.00 | $ 2,500.00 | $ 10,605.95 | $ 10,605.95 | $ 43,200.00 | $ 43,200.00 | $ 150,000.00 | $ 150,000.00 | $ 40,000.00 | $ 40,000.00 | $ 3,000.00 | $ 3,000.00 | $ 18,000.00 | $ 18,000.00 |
| 4 | **Soil Erosion and Sediment Control.**<br>To include the development, implementation and maintenance of a Storm Water Pollution Prevention Plan (SWP3). All in accordance with State and Federal Regulations, submission of Notice of Intent (NOI) and Submission of Notice of Termination (NOT).<br>**All Complete, in place.** | LS | 1 | $ 4,500.00 | $ 4,500.00 | $ 6,555.90 | $ 6,555.90 | $ 43,200.00 | $ 43,200.00 | $ 5,500.00 | $ 5,500.00 | $ 7,500.00 | $ 7,500.00 | $ 12,000.00 | $ 12,000.00 | $ 15,000.00 | $ 15,000.00 |
| 5 | **Construction Surveying and Staking for Lift Station Package Construction.**<br>**All complete.** | LS | 1 | $ 5,000.00 | $ 5,000.00 | $ 5,514.66 | $ 5,514.66 | $ 7,200.00 | $ 7,200.00 | $ 19,000.00 | $ 19,000.00 | $ 2,500.00 | $ 2,500.00 | $ 13,000.00 | $ 13,000.00 | $ 150,000.00 | $ 150,000.00 |
| 6 | **Grass Seeding of All Disturbed Areas.**<br>Grass seeding to be done by hydro-mulching. Hydro-mulch area to include 2" of new topsoil material.<br>**All complete, in place.** | LS | 1 | $ 5,000.00 | $ 5,000.00 | $ 3,137.92 | $ 3,137.92 | $ 14,400.00 | $ 14,400.00 | $ 8,500.00 | $ 8,500.00 | $ 10,000.00 | $ 10,000.00 | $ 8,000.00 | $ 8,000.00 | $ 12,000.00 | $ 12,000.00 |
| | FORCE MAIN CONSTRUCTION | | | | | | | | | | | | | | | | |
| 7 | **12" Force Main Sewer Line. (PVC, DR 25, C900) (Green color pipe).**<br>To include sand bedding, green detector tape, sand backfill, trench compaction, etc.<br>**All complete, in place.** | LF | 5,800 | $ 77.73 | $ 450,834.00 | $ 70.14 | $ 406,812.00 | $ 62.68 | $ 363,544.00 | $ 150.00 | $ 870,000.00 | $ 110.00 | $ 638,000.00 | $ 65.65 | $ 380,770.00 | $ 152.00 | $ 881,600.00 |

| * Red Indicates corrected amount | | | | Cornett Construction Company | | Rovan Texas, LLC | | Mor-Wil, LLC | | Pega JPS Utilities, LLC | | Jimmy Closner & Sons Construction Co., Inc. | | GO Underground, LLC | | Saenz Brothers Construction, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Description | Unit | Estimated Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 8 | 12" – 90° Ductile Iron Elbow – C153, Class 350.<br>To include installation, thrust block, joint restraint devices, bolts, glands, gaskets, and etc.<br>All complete, in place. | EA | 12 | $ 2,314.47 | $ 27,773.64 | $ 2,168.29 | $ 26,019.48 | $ 2,942.22 | $ 35,306.64 | $ 1,500.00 | $ 18,000.00 | $ 3,000.00 | $ 36,000.00 | $ 2,193.17 | $ 26,318.04<br>$26,318.00 | $ 3,720.00 | $ 44,640.00 |
| 9 | 12" – 45° Ductile Iron Elbow – C153, Class 350.<br>To include installation, thrust block, joint restraint devices, bolts, glands, gaskets, and etc.<br>All complete, in place. | EA | 35 | $ 2,179.07 | $ 76,267.45 | $ 2,042.32 | $ 71,481.20 | $ 2,615.14 | $ 91,529.90 | $ 1,500.00 | $ 52,500.00 | $ 2,800.00 | $ 98,000.00 | $ 2,173.17 | $ 76,060.95<br>$76,061.00 | $ 3,420.00 | $ 119,700.00 |
| 10 | 12" – 22 ½° Ductile Iron Elbow – C153, Class 350.<br>To include installation, thrust block, joint restraint devices, bolts, glands, gaskets, and etc.<br>All complete, in place. | EA | 1 | $ 2,102.21 | $ 2,102.21 | $ 1,966.04 | $ 1,966.04 | $ 2,769.42 | $ 2,769.42 | $ 1,500.00 | $ 1,500.00 | $ 2,800.00 | $ 2,800.00 | $ 2,171.00 | $ 2,171.00 | $ 4,000.00 | $ 4,000.00 |
| 11 | 5' Diameter Fiberglass Sanitary Sewer Manhole<br>To include, concrete base, ring and cover with locking system, dewatering, and etc.<br>All complete, in place. | EA | 1 | $ 49,374.26 | $ 49,374.26 | $ 35,196.71 | $ 35,196.71 | $ 48,697.49 | $ 48,697.49 | $ 60,000.00 | $ 60,000.00 | $ 32,000.00 | $ 32,000.00 | $ 28,166.00 | $ 28,166.00 | $ 84,000.00 | $ 84,000.00 |
| 12 | Force Main Drop Connection and vent at Existing Manhole Located at Weslaco Wastewater Treatment Plant<br>To include all fittings, valves, piping, force main vent manhole, joints, sand/cement stabilization, and etc.<br>All complete, in place. | LS | 1 | $ 7,037.25 | $ 7,037.25 | $ 11,378.12 | $ 11,378.12 | $ 11,573.64 | $ 11,573.64 | $ 7,850.00 | $ 7,850.00 | $ 6,200.00 | $ 6,200.00 | $ 12,000.00 | $ 12,000.00 | $ 10,200.00 | $ 10,200.00 |
| 13 | Repair of Existing Pavement at Road Crossings, Alleys, and Driveways.<br>To include 2" H.M.A.C., 8" caliche base, tack coat, seal coat, sand backfill, compaction, and etc.<br>All complete, in place. | SY | 285 | $ 65.00 | $ 18,525.00 | $ 108.67 | $ 30,970.95 | $ 79.20 | $ 22,572.00 | $ 150.00 | $ 42,750.00 | $ 40.00 | $ 11,400.00 | $ 120.00 | $ 34,200.00 | $ 42.00 | $ 11,970.00 |
| 14 | Repair of Existing Concrete Driveways.<br>To include 4" concrete, saw-cutting, reinforcing steel, joints, and etc.<br>All complete, in place. | SY | 20 | $ 125.00 | $ 2,500.00 | $ 100.00 | $ 2,000.00 | $ 108.00 | $ 2,160.00 | $ 150.00 | $ 3,000.00 | $ 200.00 | $ 4,000.00 | $ 180.00 | $ 3,600.00 | $ 100.00 | $ 2,000.00 |
| 15 | Remove Existing Curb and Gutter and Replace with New Curb and Gutter.<br>To include demolition, concrete, return filets, reinforced steel, joints, and etc.<br>All complete, in place. | LF | 120 | $ 15.00 | $ 1,800.00 | $ 44.47 | $ 5,336.40 | $ 36.00 | $ 4,320.00 | $ 25.00 | $ 3,000.00 | $ 45.00 | $ 5,400.00 | $ 42.00 | $ 5,040.00 | $ 32.00 | $ 3,840.00 |
| 16 | 12-Inch Force Main Ditch Crossing located at Existing Ditch and Vo-Tec Drive (Aerial Crossing)<br>(STA 2+37 to STA 3+15) (+-) .<br>(See Plan Drawings Sheet 19,38)<br>To include all ductile iron piping, piping fittings-45°, 90° etc., air release valves and manholes, bends, restraint joints, thrust blocks, joint restraint device, concrete and reinforcing, excavation, backfilling, concrete piles and supports, straps, galvanized pipe guards, air release valve piping and receiving gravel, trench safety etc.<br>All complete, in place.<br>Include all coordination with Hidalgo and Cameron County Irrigation District No. 9 | LS | 1 | $ 66,299.46 | $ 66,299.46 | $ 80,642.07 | $ 80,642.07 | $ 143,135.22 | $ 143,135.22 | $ 45,000.00 | $ 45,000.00 | $ 124,100.00 | $ 124,100.00 | $ 153,491.00 | $ 153,491.00 | $ 132,000.00 | $ 132,000.00 |
| 17 | 12-Inch Force Main Ditch Crossing located at Existing Ditch on Airport Property (Aerial Crossing)<br>(STA 32+22 to STA 33+00) (+-) .<br>(See Plan Drawings Sheet 28,39)<br>To include all ductile iron piping, piping fittings-45°,90° etc., air release valves and manholes, bends, restraint joints, thrust blocks, joint restraint device, concrete and reinforcing, excavation, backfilling, concrete piles and supports, straps, galvanized pipe guards, trench safety, and etc.<br>All complete, in place.<br>Include all coordination with Hidalgo and Cameron County Irrigation District No. 9 | LS | 1 | $ 63,728.44 | $ 63,728.44 | $ 92,131.34 | $ 92,131.34 | $ 143,580.15 | $ 143,580.15 | $ 45,000.00 | $ 45,000.00 | $ 124,100.00 | $ 124,100.00 | $ 153,491.00 | $ 153,491.00 | $ 138,000.00 | $ 138,000.00 |

| * Red indicates corrected amount | | | | Cornett Construction Company | | Rovan Texas, LLC | | Mor-Wil, LLC | | Pega JPS Utilities, LLC | | Jimmy Closner & Sons Construction Co., Inc. | | GO Underground, LLC | | Saenz Brothers Construction, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Description | Unit | Estimated Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 18 | **Boring for 12" Force Main Under Existing Pavement, Concrete and Asphalt Driveways and Roadways.**<br>To include all excavation, boring, dewatering, jacking, etc.<br>**All complete, in place** | LF | 50 | $ 72.00 | $ 3,600.00 | $ 1,744.80 | $ 87,240.00 | $ 345.60 | $ 17,280.00 | $ 295.00 | $ 14,750.00 | $ 320.00 | $ 16,000.00 | $ 600.00 | $ 30,000.00 | $ 320.00 | $ 16,000.00 |
| 19 | **Trench Safety Plan Preparation**<br>To include preparation and implementation of ***Trench Safety Plan for all trench excavation over 5 foot depth. Plan to prepared by a Licensed Professional Engineer.***<br>**All complete and in accordance with all local, state and federal requirements.** | LS | 1 | $ 4,500.00 | $ 4,500.00 | $ 2,442.16 | $ 2,442.16 | $ 21,600.00 | $ 21,600.00 | $ 8,500.00 | $ 8,500.00 | $ 2,000.00 | $ 2,000.00 | $ 4,000.00 | $ 4,000.00 | $ 65,000.00 | $ 65,000.00 |
| 20 | **Trench Safety for Force Main Line Construction.**<br>To include preparation of Trench Safety Plan.<br>**All complete, in place.** | LF | 5,800 | $ 2.00 | $ 11,600.00 | $ 3.00 | $ 17,400.00 | $ 2.48 | $ 14,384.00 | $ 2.00 | $ 11,600.00 | $ 1.00 | $ 5,800.00 | $ 1.00 | $ 5,800.00 | $ 10.00 | $ 58,000.00 |
| 21 | **Soil Erosion and Sediment Control.**<br>To include the development, implementation and maintenance of a Storm Water Pollution Prevention Plan (SWP3). All in accordance with State and Federal Regulations, submission of Notice of Intent (NOI) and Submission of Notice of Termination (NOT).<br>**All Complete, in place.** | LS | 1 | $ 10,508.50 | $ 10,508.50 | $ 20,244.80 | $ 20,244.80 | $ 17,292.24 | $ 17,292.24 | $ 25,000.00 | $ 25,000.00 | $ 8,000.00 | $ 8,000.00 | $ 17,000.00 | $ 17,000.00 | $ 15,000.00 | $ 15,000.00 |
| 22 | **Traffic Control**<br>To include the preparation and implementation of a ***Traffic Control Plan*** by a Licensed Professional Engineer. Also to include all Barricades, Signs, Detours, & Traffic Handling as per TxDot Manual of Uniform Traffic Control Devices, Latest Edition.<br>**All Complete** | LS | 1 | $ 3,500.00 | $ 3,500.00 | $ 6,440.22 | $ 6,440.22 | $ 43,200.00 | $ 43,200.00 | $ 12,500.00 | $ 12,500.00 | $ 12,000.00 | $ 12,000.00 | $ 33,000.00 | $ 33,000.00 | $ 50,000.00 | $ 50,000.00 |
| 23 | **Construction Surveying and Staking for All Force Main Construction.**<br>**All complete.** | LS | 1 | $ 5,000.00 | $ 5,000.00 | $ 14,705.72 | $ 14,705.72 | $ 14,400.00 | $ 14,400.00 | $ 35,000.00 | $ 35,000.00 | $ 4,800.00 | $ 4,800.00 | $ 13,000.00 | $ 13,000.00 | $ 25,000.00 | $ 25,000.00 |
| 24 | **Project Sign.**<br>To include 4'x8' painted plywood sign, 4"x4" mounting posts, installation, framing and etc.<br>**All complete, in place** | LS | 1 | $ 1,500.00 | $ 1,500.00 | $ 912.87 | $ 912.87 | $ 3,738.02 | $ 3,738.02 | $ 5,000.00 | $ 5,000.00 | $ 900.00 | $ 900.00 | $ 500.00 | $ 500.00 | $ 2,800.00 | $ 2,800.00 |
| 25 | **Grass Seeding of All Disturbed Areas within Airport and City Right-Of-Ways, Easements**<br>Grass seeding to be done by hydro-mulching. Hydro-mulch area to include 2" of new topsoil material.<br>**All complete, in place.** | LS | 1 | $ 10,000.00 | $ 10,000.00 | $ 5,690.05 | $ 5,690.05 | $ 21,600.00 | $ 21,600.00 | $ 10,000.00 | $ 10,000.00 | $ 35,000.00 | $ 35,000.00 | $ 12,000.00 | $ 12,000.00 | $ 10,000.00 | $ 10,000.00 |
| | **TOTAL BASE BID AMOUNT** | | | | $ 1,853,024.99 | | $ 1,879,698.34 | | $ 2,183,719.09<br>$2,040,757.87 | | $ 2,205,750.00 | | $ 2,237,100.00 | | $ 2,344,607.99<br>$2,344,608.00 | | $ 3,410,430.00 |

| * Red indicates corrected amount | | | | Cornett Construction Company | | Rovan Texas, LLC | | Mor-Wil, LLC | | Pega JPS Utilities, LLC | | Jimmy Closner & Sons Construction Co., Inc. | | GO Underground, LLC | | Saenz Brothers Construction, LLC | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item No. | Item Description | Unit | Estimated Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| SELECTIVE ALTERNATE BID ITEMS | | | | | | | | | | | | | | | | | |
| 10A | 12-Inch Force Main Ditch Crossing located at Existing Ditch and Vo-Tec Drive (Under Ditch Crossing)<br><br>(STA 2+37 to STA 3+15) (+-)<br>(See Plan Drawings Sheet 19 A, 38 A)<br><br>To include excavation, steel pipe casings, pipe bedding, dewatering operations, casing spacers and end seals, air piping, ductile iron pipe fittings with joint restraints, air release valves and air receiving manholes, thrust blocks, trench safety and etc.<br><br>All complete, in place.<br><br>Include all coordination with Hidalgo and Cameron County Irrigation District No. 9 | LS | 1 | $ 83,451.18 | $ 83,451.18 | $ 83,451.43 | $ 83,451.43 | $ 104,812.63 | $ 104,812.63 | $ 45,000.00 | $ 45,000.00 | $ 85,000.00 | $ 85,000.00 | $ 125,000.00 | $ 125,000.00 | $ 132,000.00 | $ 132,000.00 |
| 11A | 12-Inch Force Main Ditch Crossing located at Existing Ditch on Airport Property (Under Ditch Crossing)<br><br>(STA 32+22 to STA 33+00) (+-)<br>(See Plan Drawings Sheet 28 A, 39 A)<br><br>To include excavation, steel pipe casings, pipe bedding, dewatering operations, casing spacers and end seals, air piping, ductile iron pipe fittings with joint restraints, air release valves and air receiving manholes, thrust blocks, trench safety and etc.<br><br>All complete, in place.<br><br>Include all coordination with Hidalgo and Cameron County Irrigation District No. 9 | LS | 1 | $ 83,451.18 | $ 83,451.18 | $ 87,536.04 | $ 87,536.04 | $ 104,812.63 | $ 104,812.63 | $ 45,000.00 | $ 45,000.00 | $ 85,000.00 | $ 85,000.00 | $ 125,000.00 | $ 125,000.00 | $ 138,000.00 | $ 138,000.00 |