



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 19, 2019**

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, February 19, 2019 at 5:30 PM for the purpose of discussing the following items:

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral recognition.
- E. Roll Call.

II. PUBLIC COMMENTS

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

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

III. PUBLIC HEARING

- A. To solicit input on behalf of Della Fay Perez requesting to rezone 903 S. Border Ave., Also being a 0.70 acre tract of land being the North 185.00 feet of the South 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.

- B. To solicit input on behalf of Antonio Duran requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 2901 W. Bus 83, also being the W 1.77 acres- an IRR Tract S88 Farm Tract 626 being 1.77 ac Net, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

IV. CONSENT AGENDA

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

- A. Approval of the following:
- 1) Record of Workshop Meeting on January 5, 2019;
 - 2) Record of Special Meeting on January 22, 2019; and
 - 3) Minutes of the Regular Meeting on February 5, 2019 (Staffed by City Secretary's Office.) Attachment.
- B. Approval on second and final reading of the following:
- 1) Approve Ordinance 2019-03 a budget amendment for the Animal Care Services Building for metal repairs to the roof and purling not exceeding \$19,000.00 and authorize the Mayor to execute any related documents. (First reading held February 5, 2019; Staffed by Planning & Code Enforcement Department.) Attachment
- C. Approval to renew a Service Agreement with SmartCom Telephone for a three-year term for Telecommunications Data and Internet Services for City owned facilities and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.) Attachment
- D. Approval on the submission of a Letter of Intent to the US Army Corps of Engineers under the Flood Plain Management Service Program, Section 206 of the Flood Control Act of 1960 and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.) Attachment
- E. Approval on the submission of a Letter of Intent to the US Army Corps of Engineers under the Planning Assistance to State Program, Section 22 of the Water Resources Development Act of 1974, as amended and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.) Attachment

- F. Approval on Resolution 2019-21 to apply to the Office of the Governor's Criminal Justice Division Funding Announcement (FY2020 Criminal Justice Program, JAG) to fund salary for a non-civil service Evidence Technician in an amount not to exceed \$45,000 and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)
Attachment
- G. Approval on Resolution 2019-22 to apply to the Office of the Governor's Homeland Security Grants Division Funding Announcement (FY2020 Local Border Security Program) to fund overtime for peace officers and support staff in an amount not to exceed \$120,000 and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment
- H. Approval on Resolution 2019-23 to apply to the Office of the Governor's Criminal Justice Division Funding Announcement (FY2020 Truancy Prevention and Intervention Program) to fund the First Offender Case Manager's salary, purchase a laptop and obtain an operation budget in an amount not to exceed \$75,000.00 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
Attachment
- I. Approval on Resolution 2019-24 to apply to the Office of the Governor's Criminal Justice Division Funding Announcement (General Victim Assistance Program) to fund the Crime Victim Coordinator's salary and purchase a laptop in an amount not to exceed \$50,000.00 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Attachment
- J. Approval on Resolution 2019-25 to apply to the Office of the Governor's Criminal Justice Division Funding Announcement (Violence Against Women Justice and Training Program) to fund training for law enforcement officers, judges, other court personnel, other police support personnel and prosecutors on violence against women in an amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
Attachment
- K. Approval on Resolution 2019-26 to apply to the Office of the Governor's Homeland Security Grants Division Funding Announcement (2019 State Homeland Security Program – LETPA Projects) to fund the salary of a Crime Fusion Intelligence Analyst in an amount not to exceed \$55,000 and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

Attachment

- L. Approval of Resolution 2019-27 to apply to the Office of the Governor's Homeland Security Grants Division Funding Announcement (2019 State Homeland Security Program – REGULAR Projects) to purchase a drone in an amount not to exceed \$50,000 and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

Attachment

- M. Approval of a one year renewal Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

Attachment

- N. Approval of the renewal of the Professional Services Contract with Dr. Andrew Levine for Emergency Medical Services Director in an amount not to exceed \$40,000.00 per year for a two-year term February 2019-February 2021 and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment
- O. Approval of Resolution 2019-28 authorizing members of staff as signatories on certain legal financial documents for the City of Weslaco with Army Navy Community Credit Union and authorize the Mayor to execute any related documents. (Staffed by Finance Department.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolutions 2019-29 appointing a board member to an expired term on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.) Attachment
- B. Discussion and consideration to approve Resolutions 2019-30, 2019-31, 2019-32, 2019-33 and 2019-34 appointing members to expired terms on the Weslaco Recycling Committee Task Force and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment

VI. OLD BUSINESS

- A. Discussion and consideration to award the Request for Bid received for the construction of the new fire station and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment

VII. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Della Fay Perez, to approve Ordinance 2019-07 to rezone 903 S Border Ave. also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-07. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of Antonio Duran to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 2901 W. Bus 83, also being the W 1.77 acres- an IRR Tract S88 Farm Tract 626 being 1.77 ac Net, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration to approve the Final Plat for Midway Country Estates– being a 28.55 acres out of Farm Tracts 216, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located, approximately 1700 ft West of Mile 6 1/2 West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- D. Discussion and consideration to approve the Final Plat for Midway Villas Subdivision– being a 4.613 acres out of Re- Subdivision of Farm Tract 154, Blk 179, West Tract Subdivision, Weslaco, Hidalgo County, Texas located Approximately 500 ft. North of W Expy 83W and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- E. Discussion and consideration to convert King Estates Subdivision – being the 10.00 acres out of Farm Tract 17, West Tract Subdivision, Weslaco, Hidalgo County, Texas, located on Pleasantview Drive just south of Interstate 2 from a public subdivision to a private subdivision and authorize the Mayor to execute any related documents. Possible action (Staffed by Planning and Code Enforcement.) Attachment. Attachment

- F. Discussion and consideration to approve Resolution No. 2019-36 adopting the 2019 Work Plan and Budget for Year 32 of the Urban County Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment
- G. Discussion and consideration to approve a Memorandum of Understanding (MOU) with the City of South Padre Island and City of Weslaco for Weslaco Fire Department AmBus operations during Spring Break 2019 at a cost of \$10,500 and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Weslaco Fire-EMS Dept.) Attachment
- H. Discussion and consideration to approve Change Order No. 1 from Tri-Gen Construction for a decrease in the amount of \$200,254.65 for the New North Side Fire Station Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment
- I. Discussion and consideration on 2017-2018 Street Improvement projects and prioritization list and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- J. Discussion and consideration to approve the Interlocal Agreement with the City of Mercedes to provide ambulance billing and associated support services, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)
Attachment

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Legal Consultation - Seek City Attorney opinion relating to the mediation with CDM as authorized by §551.071 of the Texas Government Code.
- C. Legal Consultation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.
- D. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Motorcycle as authorized by §551.087 of the Texas Government Code.
- E. Personnel - Evaluation and interview of Municipal Judges and possible selection of Municipal Judges for the City of Weslaco as authorized by §551.074 of the Texas Government Code

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 15th day of February, 2019 at 5:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Adelaida Vega, Interim City Secretary

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

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2203	
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):			
Molly Vallejo		Created/Initiated	
Aida Vega		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Tom Murray, Grace Episcopal Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission updated 2018 election			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2215	
From: Joe Pedraza			
Subject: To solicit input on behalf of Della Fay Perez requesting to rezone 903 S. Border Ave., Also being a 0.70 acre tract of land being the North 185.00 feet of the South 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on January 25, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on January 21, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the rezone request on February 6, 2019.			
Kayla Arevalo		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Solicit public comments.			
Staff Recommendation: Staff recommends denial based on 2040 land use map.			
Attachments, if any:			
Responsibilities upon Approval: Staff will notify applicant.			



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2216
From: Joe Pedraza		
Subject: To solicit input on behalf of Antonio Duran requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 2901 W. Bus 83, also being the W 1.77 acres- an IRR Tract S88 Farm Tract 626 being 1.77 ac Net, West Tract Subdivision, Weslaco, Hidalgo County, Texas.		
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Beer Retail Dealer's On-Premise License, Beer Retail Dealer's On-Premise Late Hours License. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on January 25, 2019.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Public Hearing		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on January 21, 2019.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the Conditional Use Permit request with the condition that one security guard be on duty from 10:00 pm until closing on February 6, 2019.		
Kayla Arevalo Joe Pedraza Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: solicit public comments.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval: Staff will notify applicant.		



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2208	
From:			
Subject: Approval of the following: 1) Record of Workshop Meeting on January 5, 2019; 2) Record of Special Meeting on January 22, 2019; and 3) Minutes of the Regular Meeting on February 5, 2019 (Staffed by City Secretary's Office.) Attachment.			
Background: Record of commission action for workshop meetings held January 5, 2019, January 29, 2019 and January 31, 2019 and record of Special Meeting on January 22, 2019; Regular Meeting on February 5, 2019.			
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):			
Molly Vallejo Aida Vega Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 190105 record of workshop, 190122 minutes special meeting, 19-02-05 minutes			
Responsibilities upon Approval: Execute and retain.			



**RECORD OF WORKSHOP
OF THE WESLACO CITY COMMISSION
SATURDAY, JANUARY 5, 2019**

On this 5th day of January at 8:00 a.m., the City Commission of the City of Weslaco, Texas convened in a Workshop as part of the budget series at City Hall in the Planning Conference Room located at 255 S. Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Greg Kerr
Commissioner	Gerardo “Jerry” Tafolla
Commissioner	Jose “J.P.” Rodriguez
Commissioner	Leo Muñoz
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
Interim City Secretary	Aida Vega

Also present: Norma Cantu, Executive Assistant; Yvette Mendoza, Finance Director, Andrew Munoz, Aviation Director; Antonio Lopez Fire Chief; Joel Rivera, Police Chief; Arnold Becho, Library Director; Pete Garcia, Public Works Director; Omar Rodriguez, Parks and Recreation Director; as well as members of the public and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Pro-Tem Kerr called the meeting to order and certified the public notice of the meeting as properly posted Friday, December 28, 2018.

B. Roll Call.

The Interim City Secretary called the roll noting Mayor Suarez arrival at 9:00 a.m.

II. NEW BUSINESS

- A. Discussion regarding the goals and objectives of the City of Weslaco for the next five years to include funding and/or financing for the following:
- 1) Drainage improvements;
 - 2) Parks;
 - 3) Public Safety buildings; and
 - 4) Any other large Capital expenditures

Mike Perez, City Manager, stated during budget workshops drainage improvements city wide was discussed; a drainage committee appointed, and Halff Associates obtained to analyze community need. Miles Bullion, Halff Assoc along with the Weslaco Drainage Task Force Committee presented their recommendations on eight (8) preliminary proposed project improvements with a scope of work that would include channel widening, culvert replacement, detention ponds and storm drain system. Mr Bullion presented information on or 50-year or 10-year storm event; cost of the projects; showing the Benefit-Cost Analysis ratio (BCA) to demonstrate the overall quality of the project and presented a preliminary project ranking with cost. Projects could be broken down into phases to accomplish a combination of improvements that produces the most effective benefit cost. Randy Hall, Chairman Weslaco Drainage Task Force, stated the committee merited its recommendation to improvements that would impacting as much of the community as possible.

The City Manager stated a possibility to help fund drainage improvements was to implement a utility fee and briefly advised staff is receiving concerns from residents dissatisfied with Republic Service and will be evaluating cost, service and renewal if any. He will bring to the commission later any recommendations.

Commissioner Muñoz voiced a cost analysis for a projected plan of twenty-five years; timeline and funding on a long-term basis be looked at if the City was to implement the city-wide drainage improvements.

The City Manager went over the Street Paving improvements; Chief Rivera went over the departments existing fleet inventory; stated police department has forty vehicles that are 10 yrs. old with over 100,000 mile and will be looking at replacement of 14 vehicles either lease purchase or purchase; Chief Lopez stated seventy-percent of fleet 3-4 years old has been utilizing the apparatus replacement program; will be evaluating manpower in attaining goal of twenty-three per shift; other capital improvements would be city hall roof.

B. Review of the five-year Capital Improvement Plan;

The City Manager went over the Street Paving improvements and Andrew Munoz, Airport Director, giving status on the capital improvement plans activity and non-activity for the public safety building development for North side park; traffic signalization on Westgate and Library Expansion.

III. ADJOURNMENT

With no other business before the Commission, this workshop stood adjourned at 1:45 p.m. on January 5, 2019.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

INTERIM CITY SECRETARY, Aida Vega



A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JANUARY 22, 2019

On Tuesday, January 22, 2019, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

Mayor	David Suarez
Mayor Pro-Tem	Gregg Kerr
Commissioner	Leo Muñoz
Commissioner	Gerardo “Jerry” Tafolla
Commissioner	Jose “J.P.” Rodriguez
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
Interim City Secretary	Aida Vega
City Attorney	Juan E. Gonzalez

Also present: Veronica Ramirez, Human Resources Director; Leo Gonzalez, Information Technology Director; Joe Pedraza, Interim Planning and Code Enforcement Director, Andrew Muñoz, Airport Director; and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, January 18 2018.

B. Pledge of Allegiance.

The Mayor led the Pledge of Allegiance and Texas Flag.

C. Roll Call.

Aida Vega, Interim City Secretary, called the roll, noting perfect attendance and a quorum present.

II. NEW BUSINESS

A. Ratification of Change Order #1 from Maguire Iron Inc., for Rehab repairs to the Water Tower Project located at 8th St. & Bridge Ave., in the amount of \$24,995.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works)

Mike Perez, City Manager, stated the change order amount was within his authority to execute and recommended approval further stating any change order that increases or decreases a contract

amount needs commission action. The change order was necessary to ensure safety of the employees and contractor having to address rehab of the rails and other matters leading to the catwalk of the water tower (exterior work). Staff recommends approval and funds available.

Commissioner Muñoz seconded by Commissioner Lopez moved to approve ratification of Change Order #1 from Maguire Iron Inc., for Rehab repairs to the Water Tower Project located at 8th St. & Bridge Ave. in the amount of \$24,995.00. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to award contract for additional services through Buyboard vendor #504-16 to Maguire Iron Inc. for Rehab of the Water Tower Project located at 8th St. & Bridge Ave. in an amount not to exceed \$121,000 and authorize an additional 45 days for project completion and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works)

Marcelo Cosme, Water/Wastewater Superintendent, stated improvements to inside of the water tower are necessary. This involves being re-blasted and recoated because of corrosion; this was detected when the water tower was drained during the ongoing rehabilitation of the water tower. Staff recommends approval of Buy board vendor Maguire Iron Inc.

In response to Commissioner Muñoz; staff stated one quote from the contractor on site, who is a vendor under Buyboard, was received and is a cost savings from previous quotes received; this was not additional services but considered another contract and will be reviewed by City Attorney to reflect that. Scope of work would include support of the catwalk and interior rehabilitation of the water tower. In response to Commissioner Tafolla antennas will need to be relocated but will be done by Sprint.

Commissioner Tafolla, seconded by Commissioner Lopez moved to award a contract to Buyboard vendor #504-16 to Maguire Iron Inc. for Rehab of the Water Tower Project located at 8th St. & Bridge Ave. in an amount not to exceed \$121,000. The motion carried unanimously; Mayor Suarez was present and voting.

III. EXECUTIVE SESSION

At 5:49 p.m. Commissioner Tafolla, seconded by Commissioner Pedraza, moved the special meeting to convene in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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

IV. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. Personnel – Interview of City Secretary applicants as authorized by §551.074 of the Texas Government Code.

Commissioner Tafolla seconded by Commissioner Muñoz moved to confirm the appointment of Myra Garza as City Secretary. The motion carried unanimously; Mayor Suarez was present and voting.

V. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Rodriguez moved to adjourn at 7:27 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

INTERIM CITY SECRETARY, Aida Vega

MAYOR PRO-TEM, Greg Kerr

COMMISSIONER, Leo Muñoz

COMMISSIONER, Gerardo “Jerry” Tafolla

COMMISSIONER, Jose “J.P” Rodriguez

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 5, 2019**

On Tuesday, February 05, 2019, at 5:33 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's presence.

Mayor Pro-Tem	Greg Kerr
Commissioner	Gerardo "Jerry" Tafolla
Commissioner	Jose "J.P." Rodriguez
Commissioner	Leo Muñoz
City Manager	Mike R. Perez
Interim City Secretary	Aida Vega
City Attorney	Juan E. Gonzalez

Also present: Sonia Flores, Asst. Finance Director; Omar Rodriguez, Parks and Recreation Director, Leo Gonzalez, Information Technology Director; Joe Pedraza, Interim Planning and Code Enforcement Director; Robert De La Cerda, Pete Garcia, Public Works Director; Arnold Becho, Library Director; and other staff members

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Pro Tem Kerr called the meeting to order and certified the public notice of the meeting as properly posted Friday, February 1, 2019.

B. Invocation.

Pastor Joey Aguilar, First Baptist Church, led the invocation.

C. Pledge of Allegiance.

Mayor Pro Tem Kerr led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

Mayor Pro Tem Kerr proclaimed the City of Weslaco as Teen Dating Violence Awareness and Prevention Month.

D. Roll Call.

Aida Vega, Interim City Secretary, called the roll, noting the absence of Mayor Suarez, Commissioner Lopez and Pedraza and a quorum present.

II. PUBLIC COMMENTS

Marcela Martinez voiced concerns to the rezone of property 725 N. Kansas stating the elevation of the property would flood her property and noise from the proposed use.

Maggie Pena requested an update on the project for drainage improvements on Merida and Austin Streets.

III. CONSENT AGENDA

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

A. Approval of the Minutes of the Regular Meeting on January 15, 2019 (Staffed by City Secretary's Office.)

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

1) Approval on Ordinance 2019-01 amending Ordinance 2000-06 designating a staff member from the City Secretary Office as the Local Registrar and authorize the Mayor to execute any related documents. (First reading held January 15, 2019; staffed by the City Secretary Office.)

2) Approval on Ordinance 2019-02 rezoning 725 N. Kansas, also being Lot 15, 16 & 17 Blk 1 White Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. (First reading held January 15, 2019; staffed by Planning and Code Enforcement Department.)

C. Approval to renew a three-year Microsoft Enterprise Agreement previously approved by City Commission on January 19, 2016 for Microsoft products, including server, desktop software and email services through Buyboard Vendor Contract #498-15, a cooperative purchasing vendor, in an amount not to exceed \$78,992.48 and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)

D. Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2, Field #3 and the Concession Stands effective February 1, 2019 through July 31, 2019 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.)

E. Approval on renewal of the lease agreement with I Theatre, Inc. for the use of the Tower Theatre and Tower House effective January 1, 2019 - December 31, 2019 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

F. Approval on renewal of the lease agreement with Weslaco Softball Baseball and approve the use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2019 through July 31, 2019 and authorize the Mayor to execute any related documents. (Requested by Weslaco Softball Baseball.)

G. Approval on renewal of the lease agreement with Mid Valley Youth Soccer League for use of Pablo G. Pena City Park soccer fields and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

H. Approval of a request by Valley Nature Center to utilize Gibson Park parking lot on April 13, 2019 from 8 a.m. – 10 p.m. for 5th annual Spring Feast, and authorize the Mayor to execute any related documents as may be required, and waive any fees that may be associated with the event. (Requested by Valley Nature Center.)

I. Approval to change wireless service from Sprint Wireless to Verizon Wireless for cost reduction and authorize the Mayor to execute any related documents. (Staffed by Weslaco Police Department.)

J. Approval to change GPS & Diagnostics services from Sprint to Verizon and authorize the Mayor to execute any related documents. (Staffed by Weslaco Police Department.)

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

B2) Approval on Ordinance 2019-02 rezoning 725 N. Kansas, also being Lot 15, 16 & 17 Blk 1 White Subdivision Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. (First reading held January 15, 2019; staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente, Senior Planner, stated the concerns raised under public comments will be addressed during the construction phase; the fill dirt will be compacted, drainage will be for a 50-year storm and proposed use is business suites use; building plans will be submitted if approved for rezone and staff will review and address compliance of development.

Commissioner Muñoz recommended a silk fence be requested from the contractor and staff stated the pad site will not be to the property line.

Commissioner Tafolla, seconded by Commissioner Muñoz moved to approve Ordinance 2019-02 rezoning 725 N. Kansas, also being Lot 15, 16 & 17 Blk 1 White Subdivision. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

D. Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2, Field #3 and the Concession Stands effective February 1, 2019 through July 31, 2019 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.)

Mayor Pro Tem Kerr abstained from vote and discussion.

Commissioner Tafolla, seconded by Commissioner Muñoz moved to the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2, Field #3 and the Concession Stands effective February 1, 2019 through July 31, 2019. The motion carried; Mayor Pro Tem Kerr abstained from voting.

For the record, following are the ordinance(s).

ORDINANCE 2019-01

AN ORDINANCE AMENDING ORDINANCE 2000-06 AND ORDINANCE NO. 7139 CODIFIED AS ARTICLE 1 SECTION 2-2, AMENDING SECTION 2-3, THE OFFICE OF THE CITY REGISTRAR; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

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

SECTION I: Ordinance No. 7139 passed and approved on January 4, 1972 and now codified as Article I Section 2-2 was amended by Ordinance 2000-06 by adding Section 2-3

SECTION 2: Article I Section 2-3 is hereby amended to read as follows upon final passage.

Sec. 2-3: A member of the City Secretary Office shall be designated to administer duties of the City Registrar of Vital Statistics for the City of Weslaco.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of January 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of February 2019.

ORDINANCE NO. 2019-02

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 725 N. KANSAS. ALSO LOTS 15, 16 & 17 BLK 1 WHITE SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-1 One-Family Dwelling District to B-1 Neighborhood business district being 725 N. Kansas also being lots 15, 16 & 17 Blk 1 White Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of January 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of February, 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, Interim CITY SECRETARY

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

IV. APPOINTMENTS

A. Discussion and consideration to approve Resolutions 2019-01, 2019-02 and 2019-03 appointing three board members to the Library Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Library Department.)

Commissioner Tafolla, seconded by Commissioner Rodriguez moved to approve Resolutions 2019-01 and 2019-02 9-3 reappointing Christine Warren and Idolina Garcia to the Library Board. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

Commissioner Tafolla, seconded by Commissioner Muñoz moved to approve Resolution 2019-03 appointing Luciano “Chano” Garza to the Library Board. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

For the record, following are the resolutions.

RESOLUTION NO. 2019-01

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE LIBRARY BOARD.

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

WHEREAS, the terms of the members of this board are for two years; and

WHEREAS, the Library Board members shall serve without compensation and unlimited terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Christine Warren is appointed to serve a two year term on the Library Board and the term will expire on March 5, 2021.

PASSED AND APPROVED on this 5th day of February 2019.

RESOLUTION NO. 2019-02

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE LIBRARY BOARD.

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

WHEREAS, the terms of the members of this board are for two years; and

WHEREAS, the Library Board members shall serve without compensation and unlimited terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Idolina Garcia is appointed to serve a two year term on the Library Board and the term will expire on March 5, 2021.

PASSED AND APPROVED on this 5th day of February 2019.

RESOLUTION NO. 2019-03

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE LIBRARY BOARD.

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

WHEREAS, the terms of the members of this board are for two years; and

WHEREAS, the Library Board members shall serve without compensation and unlimited terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Luciano “Chano” Garza is appointed to serve a two-year term on the Library Board and the term will expire on March 5, 2021.

PASSED AND APPROVED on this 5th day of February 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, Interim CITY SECRETARY

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

B. Discussion and consideration to approve Resolution 2019-04 appointing a member to an unexpired term to the Board of Adjustments & Appeals-Building Codes and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Planning and Code Enforcement Department.)

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to approve Resolution 2019-04 appointing Lonnie G. Berry to an unexpired term to the Board of Adjustment & Appeals-Building Codes with exemption to concurrently serve on the Planning and Zoning Commission. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

For the record, following is the resolution.

RESOLUTION NO. 2019-04

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Lonnie G. Berry is appointed to serve an unexpired term on the Board of Adjustments & Appeals-Building Codes and the term will expire on 15 day of May, 2022.

PASSED AND APPROVED on this 5th day of February, 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, Interim CITY SECRETARY

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

C. Discussion and consideration to approve Resolution 2019-05 creating the Complete Count Census Committee for the City of Weslaco and approving Resolutions 2019-06, 2019-07, 2019-08, 2019-09, 2019-10, 2019-11, 2019-12, 2019-13, 2019-14, 2019-15, 2019-16, 2019-17, 2019-18, and 2019-19 appointing its inaugural members and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente, Senior Planner, stated the 2020 Census will begin April 1, 2020 and Resolution 2019-01 establishes a creation of a Complete Count Census Committee outlining the importance of citizen participation in completing an accurate count of citizens to ensure allocation of federal funds for local programs. Staff contacted local entities for participation and Sergio Garcia, Weslaco-isd and Irma Salinas, Nuestra Familia Adult Day Care, expressed interest in serving. Staff recommends approval of Resolution 2019-05 establishing the 2020 Census Committee and Resolutions 2019-06 and 2019-07 appointing Sergio Garcia and Irma Salinas. Staff stated as board applications are received, will bring back to the commission for consideration.

Commissioner Tafolla, seconded by Commissioner Rodriguez moved to approve Resolution 2019-05 establishing the Complete Count Census Committee and Resolutions 2019-06 and 2019-07

appointing Sergio Garcia and Irma Salinas. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

For the record, following are the resolutions.

RESOLUTION 2019-07

ESTABLISHING A COMPLETE COUNT CENSUS COMMITTEE FOR THE CITY OF WESLACO TO HELP PROMOTE FULL PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States Constitution mandates a census every 10 years to determine how many seats each state will have in the United States House of Representatives; and

WHEREAS, 2020 Census will help decision-makers understand which Neighborhoods need new schools and which ones need greater services for the elderly; and

WHEREAS, 2020 Census will be the largest peacetime effort in the history of the United States; and

WHEREAS, the City Commissioner recognize the importance of a complete and accurate census count of residents for future allocation of federal and state funding of local programs; and

WHEREAS, the City Commissioner encourages the residents to fully participate in the 2020 Census.

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

SECTION 1: The City Commissioner establishes the Weslaco 2020 Complete Count Committee which shall be comprised of 14 members to be appointed by the Board of Commissioners who shall serve from February 5, 2019 to July 31, 2020.

PASSED AND APPROVED on this 5th day of February 2019.

RESOLUTION 2019-06

A RESOLUTION APPOINTING MEMBERS TO THE COMPLETE COUNT CENSUS COMMITTEE FOR THE CITY OF WESLACO TO HELP PROMOTE FULL PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States Constitution mandates a census every 10 years to determine how many seats each state will have in the United States House of Representatives; and

WHEREAS, 2020 Census will help decision-makers understand which neighborhoods need new schools and which ones need greater services for the elderly; and

WHEREAS, 2020 Census will be the largest peacetime effort in the history of the United States; and

WHEREAS, the City Commissioner recognize the importance of a complete and accurate census count of residents for future allocation of federal and state funding of local programs; and

WHEREAS, the City Commissioner encourages the residents to fully participate in the 2020 Census.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WESLACO, TEXAS THAT: the Weslaco 2020 Complete Count Committee be comprised of 14 members to be appointed by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Sergio Garcia is appointed to serve on the Committee and the term to be determined at the first scheduled meeting.

PASSED AND APPROVED on this 5th day of February 2019.

RESOLUTION 2019-06

A RESOLUTION APPOINTING MEMBERS TO THE COMPLETE COUNT CENSUS COMMITTEE FOR THE CITY OF WESLACO TO HELP PROMOTE FULL PARTICIPATION IN THE 2020 CENSUS

WHEREAS, the United States Constitution mandates a census every 10 years to determine how many seats each state will have in the United States House of Representatives; and

WHEREAS, 2020 Census will help decision-makers understand which neighborhoods need new schools and which ones need greater services for the elderly; and

WHEREAS, 2020 Census will be the largest peacetime effort in the history of the United States; and

WHEREAS, the City Commissioner recognize the importance of a complete and accurate census count of residents for future allocation of federal and state funding of local programs; and

WHEREAS, the City Commissioner encourages the residents to fully participate in the 2020 Census.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF WESLACO, TEXAS THAT: the Weslaco 2020 Complete Count Committee be comprised of 14 members to be appointed by the Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT Irma Salinas is appointed to serve on the Committee and the term to be determined at the first scheduled meeting.

PASSED AND APPROVED on this 5th day of February 2019.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Aida Vega, Interim CITY SECRETARY

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

V. NEW BUSINESS

A. Discussion and consideration to approve a Professional Services Agreement with Montalvo Insurance Agency for Loss Control and Risk Management Services related to Workers Compensation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Veronica Ramirez, HR Director, stated the cost was \$27,500, scope of work remains the same assisting field audit for safety, training and program development. Staff recommends approval

In response to Commissioner Muñoz; a benefit received has been a reduction in the workers compensation modifier allowing a cost savings to the city because of ongoing safety trainings with the departments.

Commissioner Tafolla, seconded by Commissioner Muñoz, moved to approve a Professional Services Agreement with Montalvo Insurance Agency for Loss Control and Risk Management Services related to Workers Compensation as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

B. Discussion and consideration to approve an Interlocal Agreement with Weslaco Independent School District (WISD) for the creation, management and maintenance of a Cafe in the Mayor Joe V. Sanchez Public Library and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Mayor Pro Tem Kerr abstained from vote and discussion.

Arnold Becho, Library Director, stated a previous commission approved an agreement; reviewed by Weslaco ISD and minor changes were done; the school will be responsible for supplies, equipment, furnishings, personnel and transactions generating revenues to be kept by the school. The City will be responsible for utilities and custodial services. Staff recommends approval as the partnership will provide a service to the patrons.

In response to Commissioner Muñoz and Tafolla, a grease trap will be needed and in compliance with applicable codes and the school will be responsible for maintaining the café.

Commissioner Tafolla, seconded by Commissioner Rodriguez, moved to approve an Interlocal Agreement with Weslaco Independent School District (WISD) for the creation, management and maintenance of a Cafe in the Mayor Joe V. Sanchez Public Library as presented. The motion carried unanimously; Mayor Pro Tem Kerr abstained.

C. Discussion and consideration to enter into a cost share project between the Weslaco Independent School District (WISD), Dreamland Estates, Inc and the City of Weslaco for the construction a deceleration lane for Memorial Elementary and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Planning & Code Enforcement Department.)

Mayor Pro Tem Kerr abstained from vote and discussion.

Commissioner Rodriguez seconded by Commissioner Muñoz moved to discuss.

Efrain Tafolla, CAD Supervisor, stated the developer will do a cost participation to address the traffic flow that would result from the development on Border Ave and 18th Street. The City Manager stated a concern was the traffic congestion because there is school in the area; met with the school district and proposed a drop off traffic route; plan was acceptable to the school and recommended approval contingent to school board approval.

Commissioner Muñoz questioned the legal ramification on the cost participation from the developer. Staff and City Attorney stated the participation from the developer is to address traffic congestion that will result from the development and interpreted as a cost of the development for safety measures as well.

Commissioner Tafolla seconded by Commissioner Muñoz moved to approve a cost share project between the Weslaco Independent School District (WISD), Dreamland Estates, Inc and the City of Weslaco for the construction a deceleration lane for Memorial Elementary contingent to Weslaco-ISD Board approval. The motion carried unanimously; Mayor Pro Tem Kerr abstained.

D. Discussion and consideration to approve Ordinance 2019-03 a budget amendment for the Animal Care Services Building for metal repairs to the roof and purlings not exceeding \$19,000.00 and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-03. Possible Action. (Staffed by Planning & Code Enforcement Department.)

Joe Pedraza, Interim Planning and Code Enforcement Director, stated the structure has been in place since 1983; has undergone minimal repairs. Staff recommends approval of the budget amendment for repairs to the deterioration of the roof, doors and purling's.

Commissioner Tafolla, seconded by Commissioner Muñoz moved to approve Ordinance 2019-03 a budget amendment for the Animal Care Services Building for metal repairs to the roof and purling's not exceeding \$19,000.00 as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

E. Discussion and consideration to approve awarding RFP 2018-18-05, Legislative Chamber Audio & Video System for City Hall, to Visionality through Texas DIR Contract DIR-TSO-3889, in an amount not to exceed \$79,961.83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Information Technology Department.)

Leo Gonzalez, IT Director, stated was for new equipment for the Legislative Chambers audio and visual; four respondents received and evaluated. Staff recommends approval to the lowest respondent Visionality through Texas DIR Contract DIR-TSO-3889.

Commissioner Tafolla, seconded by Commissioner Rodriguez moved to approve awarding RFP 2018-18-05, Legislative Chamber Audio & Video System for City Hall, to Visionality as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

F. Discussion and consideration to approve a Memorandum of Understanding (MOU) between City of Weslaco and Research, Applied Technology, Education, and Service (Rates) Dba Rates/ RGV for preparation of a Watershed-Based Regional Texas Pollutant Discharge Elimination System (TPDES) Stormwater Permit Application, Notice of Intent and Stormwater Plan for The Lower Rio Grande Valley TPDES Stormwater Taskforce, in order to comply with the Taxes Commission On Environmental Quality TPDES Regulations and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Engineering Department.)

Zenaida Guerrero, EIT, the City executes an annual agreement to be part of the Stormwater Task Force to assist in the development of stormwater management plan as required by TCEQ; permit

is renewed every five years and participation offers a cost savings to the City. Staff recommends approval.

Commissioner Tafolla, seconded by Commissioner Muñoz moved to approve a Memorandum of Understanding (MOU) between City of Weslaco and Research, Applied Technology, Education, and Service (Rates) DbA Rates/ RGV as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

G. Discussion and consideration to authorize staff to solicit sealed bids for the excavation of drain ditch adjacent to the Westgate Estates #2 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Efrain Tafolla, CAD Supervisor, stated the drain ditch had been excavated; inspection of the site indicated the drain ditch could be excavated an additional three feet allowing additional capacity. Staff recommends approval to solicit bids.

In response to Commissioner Muñoz, the elevations was based on adjacent property and design based on this and when site evaluated staff determined further excavation could be done. The City Manager stated cost less; no hauling will be done as dirt may be sold or given away.

Commissioner Rodriguez, seconded by Commissioner Muñoz, moved to approve staff to solicit sealed bids for the excavation of drain ditch adjacent to the Westgate Estates #2 as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

H. Discussion and consideration to approve the final Payment to Castle Enterprises on Project 2016-17-27 Rehabilitation of Lift Station #37 in the amount of \$51,390.18 and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Engineering Department.)

Zenaida Guerrero, recommended approval stating project was completed December 2018 and walk through completed. A change order done that benefited the city; two items pending, flow meters and safety hatchet that will be done by the City.

Commissioner Muñoz, seconded by Commissioner Rodriguez, moved to approve final Payment to Castle Enterprises on Project 2016-17-27 Rehabilitation of Lift Station #37 in the amount of \$51,390.18 as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

I. Discussion and consideration to enter into a Purchase Contract for playground equipment parts, repair and installation from Park Place Recreation Designs, Inc. in the amount of \$35,417.67 through Buy Board Vendor Contract #512-16 and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Parks.)

Omar Rodriguez, Parks and Recreation Director, stated staff evaluated existing playground equipment identifying twelve playgrounds needing repairs resulting in wear and tear. Staff recommends approval as the repairs or parts replaced will have playground equipment to be fully functional and available for play

Commissioner Tafolla, seconded by Commissioner Rodriguez, moved to approve a Purchase Contract for playground equipment parts, repair and installation from Park Place Recreation Designs, Inc. in the amount of \$35,417.67 through Buy Board Vendor Contract #512-16 as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

tow J. Discussion and consideration to enter into a contract for the purchase and installation of new playground equipment from Park Place Recreation Designs, Inc. in the total amount of \$46,967.67 through Buy Board Vendor Contract #512-16 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation.)

Omar Rodriguez, Parks and Recreation Director, stated the purchase would replace equipment at the Mayor P. Pena Park that has been removed as parts are not available and cannot be repaired. If purchased now there is a cost savings to the city and recommended approval.

Commissioner Tafolla, seconded by Commissioner Rodriguez, moved to approve a contract for the purchase and installation of new playground equipment from Park Place Recreation Designs, Inc. in the total amount of \$46,967.67 through Buy Board Vendor Contract #512-16 as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

K. Discussion and consideration to allow Honorably Retired Police Officer Bernardo Garza to purchase his previously assigned duty firearm, a Glock 22, Gen 4 (.40 caliber) with serial number #WXN036 for the fair market value of \$350.00 as authorized under Texas Government Code, Section 411.020 Purchase of Firearm from Department by Officer and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Robert de la Cerda, Captain, recommended approval stating cost to the officer was \$350.00 with a cost to the City of \$59.00 toward the purchase of a newer model and permitted under Texas Government Code, Section 411.020 Purchase of Firearm from Department by Officer.

Commissioner Muñoz, seconded by Commissioner Rodriguez moved to approve Honorably Retired Police Officer Bernardo Garza to purchase his previously assigned duty firearm, a Glock 22, Gen 4 (.40 caliber) with serial number #WXN036 for the fair market value of \$350.00 as presented. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

VI. REPORTS

A. Report by Weslaco Area Chamber of Commerce.

Mr. Perez stated report was in their packet and representative unavailable resulting from travel.

B. Report by Economic Development Corporation of Weslaco.

Steve Valdez, Economic Development Corporation, reported Alfresco did well is a seasonal event that begins in August-Feb and February will be last event; attended Familiarization Tour, hosted by Rio South Texas Economic Council, that brings investors from all around for potential investments in our region; two facades grant awarded, and staff is working on a total of fifty-five summary leads.

C. Report by Municipal Court.

Rosa Huerta, Municipal Court Coordinator, stated software program had been resolved to allow the collection agency to view all cases.

D. Report by Planning and Code Enforcement.

Efrain Tafolla, CAD Supervisor, went over the composition and duties of the Engineering Division, reported on current construction projects; GIS infrastructure update and in-house projects.

E. Report by Inframark.

Paul Kiffe, Inframark representative, reported for the water treatment plant 5.17 million gallons of water treated; no violations and drain lift pump repaired; North Wastewater plant RAS pump installed and South Wastewater Plant treated 0.91 million gallons and no violations.

F. Report by Public Works.

Pete Garcia Public Works Director, reported drainage ditch maintenance continues with 50% for Pleasant view and 80% for Tierra Santa; completed maintenance on thirteen drain ditches; reported on street and drain lines improvements and Vector Truck received.

G. Report by Siemens Technologies on Performance Contracting Agreement

Chad Noble, Siemens, reported 100% complete for Lighting Retrofits (25 Buildings); HVAC Replacements (11 New Units); HVAC Armor & Re-commissioning (41 Units); Traffic Signal Retrofits (13 Intersections & 22 School Zones); Water Meter Replacement and AM complete with less one-hundred thirty-nine city staff is installing. Project completed December 12, 2018; begin Performance Assurance Support Program Phase – January 1, 2019; meeting with staff to discuss performance assurance support February 6, 2019 and present one year savings report on March 2020

VII. EXECUTIVE SESSION

At 7:24 p.m. Commissioner Tafolla, seconded by Commissioner Muñoz moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

At 7:55 p.m. Mayor Pro Tem Kerr stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

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

No action

C. Legal Consultation - Consultation with City Attorney regarding City of Weslaco v. Briones Consulting and Engineering as authorized by §551.071 of the Texas Government Code.

No action

D. Real Property – Consultation with City Attorney on the purchase of real property located at the corner of East Pike Boulevard and VoTech Drive as authorized by §551.072 of the Texas Local Government Code.

No action

E. Real Property – Consultation with City Attorney on the purchase of real property located at the corner of Witmer Street and South Bridge Avenue as authorized by §551.072 of the Texas Local Government Code.

Commissioner Tafolla, seconded by Commissioner Muñoz moved to approve the Mayor be authorized to execute the Ernest Money Contract as discussed in executive session. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

F. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at 901 N. Airport Drive as authorized by §551.072 of the Texas Local Government Code.

Commissioner Tafolla, seconded by Commissioner Rodriguez moved to approve staff to solicit bids for public auction sale of property for the minimum price discussed in executive session. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

G. Real Property – Consultation with City Attorney on the purchase of real property legally described as Chelsea Park W6.83AC GR 5.22AC Net on Border Avenue as authorized by §551.072 of the Texas Local Government Code.

Mayor Pro Tem Kerr abstained from vote and discussion.

Commissioner Tafolla, seconded by Commissioner Rodriguez moved to approve to the Mayor to reject and/or accept earnest money contract if purchase of property is determined to be beneficial to the city's drainage plan by Halff Associates. The motion carried; Mayor Pro Tem Kerr abstained.

H. Real Property– Consultation with City Attorney on the purchase of real property legally described as West Tract W3.67AC-S10AC-N20AC FT685 at Dawson and Oregon Streets as authorized by §551.072 of the Texas Local Government Code.

Commissioner Tafolla, seconded by Commissioner Muñoz moved to approve to the Mayor to reject and/or accept earnest money contract if purchase of property is determined to be beneficial

to the city's drainage plan by Halff Associates. The motion carried; Mayor Pro Tem Kerr abstained.

IX. ADJOURNMENT

Commissioner Muñoz, second by Commissioner Tafolla, moved to adjourn the meeting at 7:57 p.m. The motion carried unanimously; Mayor Pro Tem Kerr was present and voting.

CITY OF WESLACO

ABSENT

MAYOR, David Suarez

ATTEST:

INTERIM CITY SECRETARY, Aida Vega

MAYOR PRO-TEM, Greg Kerr

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose "J.P." Rodriguez

COMMISSIONER, Gerardo "Jerry" Tafolla

ABSENT

COMMISSIONER, Letty Lopez

ABSENT

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2189	
From: Joe Pedraza			
Subject: Approve Ordinance 2019-03 a budget amendment for the Animal Care Services Building for metal repairs to the roof and purling not exceeding \$19,000.00 and authorize the Mayor to execute any related documents. (First reading held February 5, 2019; Staffed by Planning & Code Enforcement Department.)			
Background: The Animal Care Services Building was constructed around 1995 and has seen minimal repairs. The proposed budget amendment will allow for repairs for deterioration of the roof.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: BUDGET AMENDMENT- PLANNING, BUDGET AMENDMENT- PLANNING, O2019-03 budget amendment animal shelter			
Responsibilities upon Approval:			

**CITY OF WESLACO
BUDGET AMENDMENT
FY 2018-19**

ORDINANCE 2019-03

AN ORDINANCE AMENDING ORDINANCE NUMBER 2018-27, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019, FINDING NEED TO AMEND THE 2018-2019 MUNICIPAL BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2018-2019 budget; and

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

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

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

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

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

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

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

SECTION 4. APPROVAL. The 2018-2019 Official Budget, adopted by Ordinance 2018-27, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of February 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19^h day of February 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, Interim, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2225	
From:			
Subject: Approval to renew a Service Agreement with SmartCom Telephone for a three-year term for Telecommunications Data and Internet Services for City owned facilities and authorize the Mayor to execute any related documents. (Staffed by Information Technology Department.)			
Background: On Friday January 25, 2019, a total of two (2) proposals from prospective firms were received for RFP 2018-19-08. Both proposals were subsequently evaluated and ranked in accordance to the general criteria outlined within the Request for Proposal. SmartCom Telephone, the City's current Telecommunications, Data and Internet Services Provider was the top ranked firm. The City uses SmartCom Telephone for the current Telecommunications, Data and Internet Services. The current service agreement was previously approved by City Commission on March 19, 2013 and reached its end of term on November 30, 2018. The new service agreement will also include a Bandwidth speed increase for the Data and Internet Services.			
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):			
Leo Gonzales		Created/Initiated	
Leo Gonzales		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve renewing an Agreement with SmartCom Telephone for a three-year term for Telecommunications, Data and Internet Services and authorize the Mayor to execute any related documents.			
Attachments, if any: 2018-19-08_telecommunications_- _data-_internet FINAL SmartCom, Agreement, Response to City of Weslaco RFP #2018-19-08 - Foremost Telecommunications, RFPRateTeleDataInternetServices2019			
Responsibilities upon Approval:			



SMARTCOMTELEPHONE, LLC.

Friday, February 17, 2017

Smartcom Telephone, LLC.
600 Ash Avenue
McAllen, TX 78501
956-687-7070

Homer Rhodes
Purchasing Office
255 S Kansas Avenue
Weslaco, Texas 78596

RE: CITY OF WESLACO Telecommunication, Data and Internet Services RFP No.: 2018-19-08

Mr. Rhodes,

Smartcom Telephone, LLC. is pleased to submit a response to Telecommunication, Data and Internet Services RFP No.: 2018-19-08

Smartcom is a local company based out of McAllen, Texas. We have telecommunication facilities collocated in central offices in most Rio Grande Valley cities, including Corpus Christi and Laredo. Additionally, Smartcom is collocated in the City of Weslaco.

Smartcom provides services to over 40 School Districts, Cities and public libraries throughout South Texas. Services to existing Customers include Basic Telephone, Long Distance, high speed Internet Access, Metro Ethernet, Ethernet Private Lines (EPL) and Point-to-Point Fiber Circuits.

Smartcom employees all personnel to complete the project requested in this RFP. The team will include a Contact Project Manager, Robert Sanchez, Outside Plant Manager, Rolando Alejandro, and Provisioning Manager, Steve Moghadam.

Smartcom has provided pricing for elements of the Telecommunication, Data and Internet Services RFP No.: 2018-19-08 to include Primary Rate Interface (PRI), Long Distance, Internet Access, and Fiber Services Metro Ethernet.

Please feel free to call me if you have any questions. My direct line is 956-213-1274. My fax number is 956-213-1203. You can also e-mail me rsanchez@smartcomtelephone.com.

Regards,
Robert Sanchez
K-12 Account Specialist



SMARTCOM TELEPHONE, LLC

CITY OF WESLACO

Telecommunication, Data and Internet Services
RFP No.: 2018-19-08

Due Date: Friday, January 25, 2019

Time: 3:00PM

Submitted to:

Homer Rhodes
Purchasing Office
255 S Kansas Avenue
Weslaco, Texas 78596

Submitted by:

Robert Sanchez
Government and Education Specialist
rsanchez@smartcomtelephone.com
Smartcom Telephone, LLC
600 Ash Avenue
McAllen, Texas 78501

Executive Summary

Smartcom Telephone, LLC. is pleased to submit its proposal for implementation of the Telecommunication, Data and Internet Services RFP No.: 2018-19-08. The objective of this proposal is to indicate the project's complexity and the ability for Smartcom Telephone to deliver a solution that is cost effective and reliable to the City of Edinburg.

Smartcom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by Smartcom.

Our deep industry knowledge and vast implementation experience in South Texas positions Smartcom Telephone to confidentially deliver the desired results to The City of Weslaco. Having implemented some of the largest Telecommunications, Data and Internet Services to the Rio Grande Valley School Districts, Cities and Libraries has setup Smartcom as local competitive leader in South Texas.

A team of over 30 employees composed of dedicated Engineers, Sales, Managers and Support staff will be able to leverage its experience and effectively complete the project as requested on this solicitation.

We understand the importance placed by The City of Weslaco on the selection of the services provider, that can demonstrate a capacity to implement this complex project as outlined in the RFP request. Leveraging our vast experience with other Cities and School Districts, Smartcom Telephone has implemented and completed 100% of all projects on time.

Project Background:

Historically, Smartcom has constructed fiber assets throughout the City of Weslaco where Fiber Services are at the sites (On NET) or near the sites as listed on this RFP request. Smartcom plans to implement/install Fiber Circuits to connect the remainder of City Offices that are not currently On NET. This part of the project will take approximation 90-120 days. Various sites of the Fiber Services including Dedicated Internet Access and Guest Internet Access that are On NET will require bandwidth increase to meet the specifications as outlined on this RFP. The three (3) Primary Rate Interface (PRI) in City Offices are in place will require no installation time line.

Smartcom plans to propose pricing for Option 1 and Option 2 (Preferred) as per specifications on this RFP request.

Implementation plan will be in Stages:

First stage: All (Off NET) site surveys will be concluded one week after contract are signed. Smartcom will schedule any work that will not require AEP, City or TXDOT permits after surveys are complete. The work may include boring and or placing conduit if required to access the facility from the property ROW and fiber installation from the ROW to the site D-marc. Time schedule weeks 1-4.

Executive Summary

Second stage: All require documentation for the permit process will submitted once (Off NET) site surveys are complete. This process usually takes about 30 to 40 days for permit approval. All work/construction not requiring a permit will be concluded during this time. Time Schedule weeks 4-6

Third stage: Aerial crews will begin the fiber construction throughout the fiber routes engineered by our staff. Smartcom will handoff (Off NET) sites to Customer for testing as they are completed beginning with sites where our fiber is already in place. Smartcom will also begin installing Smartcom owned equipment to deliver the services at this time. Time Schedule weeks 5-9.

Fourth stage: Smartcom will complete all fiber construction during this stage. The fiber construction completed during this time will be turn over to the customer for testing. Customer will be able to go live during this stage. Time Schedule weeks 9th week.

In the last 8 years Smartcom has increased its fiber assets throughout The City of Weslaco. Because of these assets, a large part of the fiber construction required to complete the project is already in place or close to the facilities listed in this RFP. This will afford Smartcom Telephone the opportunity to complete the project as outlined on the Stages above.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Telecommunication, Data and Internet Services

RFP No.: 2018-19-08

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on January 25, 2019 at which time they will be opened and read aloud. Please mark envelope,

Telecommunication, Data and Internet Services

RFP No.: 2018-19-08

Potential respondents are advised that the proposal documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on responding to this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic proposals will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all proposals, to waive any informalities, and to accept the proposal to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold proposals for a period of forty-five (45) days without taking action, for the purpose of reviewing the proposal and investigation of respondent's qualifications prior to award. Proposals submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes,
Purchasing Agent

hrrhodes@weslacotx.gov



VENDOR'S NOTICE OF INTENT TO SUBMIT A PROPOSAL

If you intend to submit a proposal for the **Telecommunication, Data and Internet Services** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **January 25, 2019** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes

City of Weslaco

Purchasing Office

255 S. Kansas Avenue

Weslaco, Texas 78596

Phone: 956.447.2240

hrhodes@weslacotx.gov

Name: Robert Sanchez Signature: 
(print / contact person)
Title: Government and Education Specialist Company/Agency: Smartcom Telephone, LLC.
Mailing
Address: 600 Ash Avenue City/State/Zip: McAllen, Texas 78501
Phone: 956-687-7070 Fax: 956-213-1203
Email Address: rsanchez@smartcomtelephone.com

Proposal No.: 2018-19-08



"The City on the Grow"

1. INTRODUCTION

1.1 PURPOSE OF THE RFP

The City of Weslaco is seeking services from qualified vendors experienced in providing **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet City of Weslaco's **TELECOMMUNICATION, DATA AND INTERNET SERVICES** needs in the most cost effective and efficient manner.

This RFP provides the requirements and evaluation criteria. The City of Weslaco requests detailed responses from all prospective Vendors, including pricing and service descriptions, in a specified format. The City of Weslaco will conduct a review of the responses received from this RFP.

1.2 EXISTING NETWORK INFRASTRUCTURE

The City of Weslaco currently has thirteen (13) facility locations part of the City-Wide Area Network (WAN) including City Hall. All thirteen locations have an assigned IP subnet and configured VLANs for the City network. Eight (8) City locations are currently on the SMARTCOM Metro Ethernet service. One (1) City location is currently on a SMARTCOM MPLS DS1 Service. The following City locations are using the Smartfiber and MPLS services with the assigned bandwidth speeds (See Appendix D "City of Weslaco Wide Area Network Diagram):

• City Hall:	1Gbps
• Police Department:	1Gbps
• Public Works:	1Gbps
• Public Library:	1Gbps
• Fire Station 3:	1Gbps
• Airport:	100Mbps
• Wastewater Plant:	100Mbps
• North Water Plant:	100Mbps
• Fire Department:	1.544Mbps

The City of Weslaco also uses SmartFiber Managed Internet Services (MIS) of 200Mbps from SMARTCOM for providing internet access for all City locations and Guest WiFi access with the exception of the Weslaco Library which currently maintains its own Telecommunications, Data and Internet services. The only connection between the Weslaco Library and other City Locations is the ability to call locations via extension number.

1.3 EXISTING PHONE INFRASTRUCTURE

The City currently uses Shoretel Phone System, Version Build 19.49.5200.0 as the main voice system at City Hall and Thirteen (13) offsite city facilities. Two (2) separate city facilities (Weslaco Library and Police Department) currently have their own Shoretel Phone systems. There are approximately 220 IP phones located throughout all City

facilities. Public Rate Interface (PRI) circuits are used for telecommunication services at City Hall, Police Department and Library locations. The remaining city locations use analog telephone lines for faxes, modems and security alarm systems.

2. SCOPE OF WORK

2.1 OVERVIEW

The City of Weslaco is seeking proposals for **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet the City's voice and data communication services needs in the most cost effective and efficient manner. The quantities described in this RFP are a guideline to allow vendors to submit their best proposal that meets the City's needs at the best cost and is deemed most advantageous to the City of Weslaco. The City of Weslaco shall not be obligated to purchase any particular quantity of services detailed herein. A list of the City's current **TELECOMMUNICATION, DATA AND INTERNET SERVICES** are included in Appendix B.

2.2 VOICE SERVICES REQUESTED

The list of City of Weslaco's sites in need of Telecommunication services is set forth in Appendix C.

The following specific services are requested by category:

- Local Toll: the ability to effectively and efficiently make and receive telephone calls in your immediate geographic area.
- In-State: the ability to effectively and efficiently make and receive telephone calls outside of the immediate geographic area but within the State of Texas.
- State-to-State: the ability to effectively and efficiently make and receive domestic calls.
- International: the ability to effectively and efficiently make and receive calls with specified countries outside of the United States (currently Mexico).

2.3 DATA COMMUNICATION SERVICES REQUESTED

The list of the City of Weslaco's sites in need of data and internet services is set forth in Appendix C.

2.4 CURRENT SERVICES PROVIDERS

- Telecommunications Services: SmartCom Telephone
- Data Services - SMARTCOM
- Managed Internet Services - SmartCom Telephone
- Long Distance – SmartCom Telephone.

3. GENERAL TERMS AND CONDITIONS

This RFP is not a contract offer. Receipt of a proposal neither commits the City of Weslaco to award a contract to any Vendor, nor limits our rights to negotiate in our best interest. The City of Weslaco reserves the right to contract with a Vendor for reasons other than price. Failure to answer any questions in this RFP may subject the proposal to disqualification. The City of Weslaco reserves the right to request additional information that is necessary and pertinent to the project or to assure that the Vendor's adequate competence to perform according to the RFP specifications are met.

Products and services which are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the Vendor shall be included in the proposal.

3.1 COST OF PROPOSALS

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the Vendor.

3.2 RIGHT OF REJECTION

The City of Weslaco will review the proposals for compliance with the procedural requirements set forth in this RFP and will reject any proposal that fails to meet the minimum bid requirements. Any deviation from the performance requirements or other terms of the RFP, informalities or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted by the City of Weslaco at its discretion. The City of Weslaco reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. The City of Weslaco may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately. In addition, the City of Weslaco reserves the right to fund (and proceed with project or purchase), not to fund the project, or to partially fund the project. Any allowance for oversight, omission, error, or mistake by the Vendor made after receipt of the proposal will be at the sole discretion of the City of Weslaco.

3.3 INSURANCE REQUIREMENTS

Vendor proposing any installation services shall purchase and maintain insurance in the types set forth in Appendix G which may arise out of or result from the Vendor's operations under the contract, whether such operations performed by the Vendor or subcontractor or by anyone directly employed by the Vendor. All Vendors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal, Vendor certifies that neither him nor his principals

is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where Vendor is unable to certify to any of the Statements in this certification, Vendor shall attach an explanation to their offer.

3.5 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. Proposal submissions are subject to the Freedom of Information Act. In accordance with the Act, certain information is subject to public disclosure. Please be advised that should Vendor deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)

The successful Vendor(s) will be advised of selection by the City of Weslaco through the issuance of a notification of award letter via email. Any notification of the selection of the successful Vendor(s) shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement.

3.7 PROPOSED TERMS OF CONTRACT

The City of Weslaco is requesting that the selected Vendor enter into a three (3) year contract with the option to extend the contract on an annual basis if determined to be most advantageous for the City of Weslaco. The contract shall begin on a mutually agreed upon date between the City of Weslaco and the successful Vendor, which should be after the Proposal and Agreement gets approved by the City of Weslaco City Commission and has been reviewed and approved by the City Legal Attorney and can be extended on an annual basis for a maximum of two (2) years at the sole discretion of the City of Weslaco.

3.8 SECURITY AND CLEARANCES

All personnel (Vendors and subcontractors) that will be working on this project at the City of Weslaco sites must observe all security and safety procedures of the facility and must secure all record checks required by law.

3.9 ADDITIONAL INFORMATION FOR THE PROVIDERS

The City of Weslaco reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
- Award a contract for any or all parts of the RFP to one or more service providers

- and negotiate terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s)

3.10 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any supplier orally.

3.11 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price contract.

3.12 PAYMENT TERMS

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item pricing on the Purchase Order and made within thirty (30) days after the date of the invoice.

The City of Weslaco reserves the right to reduce or withhold contract payment in the event that Vendor does not provide the City of Weslaco with all required deliverables within the time frame specified in the contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the contract.

3.13 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on the City website. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to the City of Weslaco's website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

3.14 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at City of Weslaco - City Hall no later than **3:00 PM, January 25, 2019**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal prior to the deadline. Any proposal received after the submission deadline, no matter what the reason, will be returned unopened.

3.15 DURATION OFFER

A proposal submitted in response to this solicitation is binding upon the Vendor and is

considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

3.16 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General terms and Conditions except as otherwise modified herein. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Weslaco shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City of Weslaco may find said Vendor in default.

4. PROPOSAL FORMAT

4.1 GENERAL

The proposals shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of the City of Weslaco. The City of Weslaco reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none at all. The city of Weslaco reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the City of Weslaco. The proposal is to include contact information, including principal contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers and email addresses. Vendor must sign proposals. An unsigned proposal may be rejected.

4.2 PROPOSAL FORMAT

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or other attachments.

Proposals shall be organized into the following major sections:

4.2.1 COVER LETTER

The letter shall identify core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to the RFP.

4.2.2 EXECUTIVE SUMMARY

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor's ability to provide the products and services required in this RFP.

4.2.3 COMPANY BACKGROUND AND HISTORY

Describe experience of firm in general providing consulting/professional services.

Describe relevant services carried out in the last five (5) years which illustrate firm's experience as it relates to this RFP.

4.2.4 EVIDENCE OF RESPONSIBILITY

Vendors shall submit, with their proposal, all necessary evidence showing their financial resources; experience in the type of work being required by the City of Weslaco; organization available for the performance of the work, and any other required evidence of qualifications to perform. The City of Weslaco shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Proposal.

4.2.5 PROJECT APPROACH / MANAGEMENT

Please include the following information in the section:

Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. The City of Weslaco's current contract comes to End of Term in November 2018 and will be on a month to month term until services are awarded to the chosen vendor. The City of Weslaco is requesting that the new services acquired as part of this RFP process not be invoiced until successful cutover is performed and accepted as project completed.

Describe your implementation plan and schedule, including a detailed timeline and milestones.

Include a description of how the project team will be structured, its roles and responsibilities and location within the company's organizational framework.

Proposals submitted must also address how the Vendor will ensure that the City of Weslaco will receive accurate invoicing within sixty (60) days of the term commencement date. Vendors shall describe their responsibilities, as well as the City of Weslaco's in regard to the conversion of any existing telecommunications infrastructure, if applicable.

4.2.6 SERVICES AND COST PROPOSAL

SERVICES PROPOSAL – Define scope of work and specific services being offered in the proposal, to include the requirements set out in the RFP.

- **SERVICE LEVELS PROVIDED**

Provide standard installation time frames, responses to issues, escalation procedures and restoration time periods for all services proposed.

- **SERVICES**

Provide responses to the following questions and requests for information:

- Is the designated vendor representative assigned for implementation

coordination, account maintenance, and review of problems? If so, specify such in detail.

- Is 24-hour customer service included? If so, please provide methods of access.
- What is your process for addressing service interruptions during and after normal business hours (8:00 a.m. until 6:00 pm) and/or 24/7? Please provide detailed information.
- Do you have a local office for service? Will the City of Weslaco's account team be located within the county for the duration of the contract and after?
- Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
- What type of managerial reports are offered (i.e. by number, location, service, etc.)? Are there reports available that show bandwidth utilization for each data service site?
- How will the Vendor notify the City of Weslaco when an outage has occurred?
- What are the Vendor's Disaster Recovery Routing plans and capabilities to assure that the City of Weslaco will not experience down time and maintain service for an uptime percentage of 99.99%?
- All new service installations made during the term of the agreement shall terminate, at no additional cost to the City of Weslaco, upon expiration or termination of this agreement.
- As part of the Proposal response, the City of Weslaco is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working services/telecommunications lines (dial tone), so that the City of Weslaco can better determine the final installed number of services for fiscal year 2018-2019. The City of Weslaco will not be charged separately for this binding post inventory document.

• NETWORK CAPABILITIES

Provide a brief overview of your network capabilities, especially in regard to Quality of Service (QoS), reliability, redundancy and fault tolerance.

COST PROPOSAL - Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services, if applicable.

The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Vendor must acknowledge that all costs, including travel

required to meet the RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor's proposed solution. A proposal for the price of purchase should be submitted with a purchase contract, if required.

All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set-up charges.

Describe available billing assistance.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the City of Weslaco, vendor will provide adjustment of charges within two billing cycles of notification.

Contractor must provide policy regarding the issuing of credits.

4.2.7 REFERENCES

Include five (5) references for customers of similar scope and size as requested by the City of Weslaco. This reference list shall include the following information:

Organization Name

Customer Contact – name, title and contact information

Address

Date of work performed

Brief description of work performed

4.2.8 EXCEPTIONS TO THE RFP

Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Weslaco, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

4.2.9 COPIES

Each respondent shall submit three (3) hard copies (1 marked original and 2 marked copies and one USB of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

4.2.5 PROJECT APPROACH / MANAGEMENT

Please include the following information in the section:

Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. The City of Weslaco's current contract comes to End of Term in November 2018 and will be on a month to month term until services are awarded to the chosen vendor. The City of Weslaco is requesting that the new services acquired as part of this RFP process not be invoiced until successful cutover is performed and accepted as project completed.

As mentioned in the Executive Summary, most sites included on this RFP are (ON Net). There are two sites that will require fiber construction to meet the goals and objective of this RFP for both Option 1 and Option 2 (Preferred). Smartcom agrees to invoicing new project until a complete successful cutover and accepted by the City of Weslaco.

Describe your implementation plan and schedule, including a detailed timeline and milestones.

Implementation plan will be in Stages:

First stage: All (Off NET) site surveys will be concluded one week after contract are signed. Smartcom will schedule any work that will not require AEP, City or TXDOT permits after surveys are complete. The work may include boring and or placing conduit if required to access the facility from the property ROW and fiber installation from the ROW to the site D-marc. Time schedule weeks 1-4.

Second stage: All require documentation for the permit process will submitted once (Off NET) site surveys are complete. This process usually takes about 30 to 40 days for permit approval. All work/construction not requiring a permit will be concluded during this time. Time Schedule weeks 4-6

Third stage: Aerial crews will begin the fiber construction throughout the fiber routes engineered by our staff. Smartcom will handoff (Off NET) sites to Customer for testing as they are completed beginning with sites where our fiber is already in place. Smartcom will also begin installing Smartcom owned equipment to deliver the services at this time. Time Schedule weeks 5-9.

Fourth stage: Smartcom will complete all fiber construction during this stage. The fiber construction completed during this time will be turn over to the customer for testing. Customer will be able to go live during this stage. Time Schedule weeks 9th week.

Include a description of how the project team will be structured, its roles and responsibilities and location within the company's organizational framework.

See Organizational Chart and Management Plant Information tab included in this

RFP response.

Proposals submitted must also address how the Vendor will ensure that the City of Weslaco will receive accurate invoicing within sixty (60) days of the term commencement date. Vendors shall describe their responsibilities, as well as the City of Weslaco's in regard to the conversion of any existing telecommunications infrastructure, if applicable.

Smartcom acknowledges to the invoicing accuracy regarding the conversion.

4.2.6 SERVICES AND COST PROPOSAL

SERVICES PROPOSAL – Define scope of work and specific services being offered in the proposal, to include the requirements set out in the RFP.

- **SERVICE LEVELS PROVIDED**

Provide standard installation time frames, responses to issues, escalation procedures and restoration time periods for all services proposed.

See Service Level Agreement included in this RFP response.

- **SERVICES**

Provide responses to the following questions and requests for information:

- Is the designated vendor representative assigned for implementation specify such in detail.

Yes, Robert Sanchez, K12 – Government Specialist.

- Is 24-hour customer service included? If so, please provide methods of access.

Smartcom deliver 7x24x365 customer support with proactive monitoring as specified on Maintenance Routines document.

Smartcom management team can be contacted as follows:

Via phone 24 x 7 x 365 via phone at 888-302-1125. Local call at 956-687-7070 or via email at support@smartcomtelephone.com or repairs@smartcomtelephone.com. All these contact avenues will provide the most efficient ways to a quick resolution whether hardware or fiber issues.

As an escalation contact The City of Weslaco will have a path of communication to Alan Yoder, Smartcom President.

The City of Weslaco can always contact their Sales Representative Robert Sanchez at (Offices: 956-213-1274)

Other fiber team Point of Contacts:

Howard Hawbaker, Operations Manager: 956-213-1165

Steve Moghadam, Technology Officer: 956-213-1132
Alan Yoder, President: 956-687-7070

- What is your process for addressing service interruptions during and after normal business hours (8:00 a.m. until 6:00 pm) and/or 24/7? Please provide detailed information.

See previous response.

- Do you have a local office for service? Will the City of Weslaco's account team be located within the county for the duration of the contract and after?

Yes, Smartcom main offices are located in McAllen Texas.

- Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.

Level 1: Smartcom Support Team at 956-687-7070 or e-mail to repairs@smartcomtelephone.com

Level 2: Howard Hawbaker (Phone & Transport Services)

Level 3: Steve Moghadam (IP Network & Transport services)

Level 4: Alan Yoder, President

- What type of managerial reports are offered (i.e. by number, location, service, etc.)? Are there reports available that show bandwidth utilization for each data service site?

Smartcom can provide monthly utilization reports if request.

Smartcom can also provide an online account portal for District to monitor 24x7 link bandwidth utilization. Smartcom will provide also 24x7 e-mail notification in the event of any lost connectivity through premise-based equipment See Sample Online Monitoring tab included in this RFP response.

- How will the Vendor notify the City of Weslaco when an outage has occurred?

Via phone 24 x 7 x 365 via phone at 888-302-1125. Local call at 956-687-7070 or via email at support@smartcomtelephone.com or repairs@smartcomtelephone.com. Smartcom Telephone, LLC provides 24/7 support for all customers with on call Techs available 24/7 as presented on our Service Level Agreement (SLA). Upon a services request, support will generate a ticket describing the problem. Depending on the problem, support will direct the ticket to a Tech Specialist that can provide the quickest resolution. If the issue is beyond Smartcom services, Smartcom will make every effort assist Customer to find a resolution.

Response to customer inquiries via phone is immediate. Electronic e-mail response will also be immediate after creating the support ticket and entered into the system. Smartcom will assume that electronic mail is of lower priority and a response to customer will be within two (2) business hour. At any time, customer can escalate if contact is not made within the allotted time. Escalation contacts are list below).

In the event that service has not been restored in a timely manner, or the Customer does not feel that adequate attention has been allocated, the Customer can escalate the trouble resolution by request. The contact list for escalation is as follows:

Level 1:Smartcom Support Team at 956-687-7070 or e-mail to repairs@smartcomtelephone.com

Level 2:Howard Hawbaker (Phone & Transport Services)

Level 3:Steve Moghadam (IP Network & Transport services)

Level 4:Alan Yoder, President

- What are the Vendor's Disaster Recovery Routing plans and capabilities to assure that the City of Weslaco will not experience down time and maintain service for an uptime percentage of 99.99%?
- All new service installations made during the term of the agreement shall terminate, at no additional cost to the City of Weslaco, upon expiration or termination of this agreement.

[See Contract tab included in this RFP response.](#)

- As part of the Proposal response, the City of Weslaco is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working services/telecommunications lines (dial tone), so that the City of Weslaco can better determine the final installed number of services for fiscal year 2018-2019. The City of Weslaco will not be charged separately for this binding post inventory document.

[Smartcom acknowledges](#)

- **NETWORK CAPABILITIES**

Provide a brief overview of your network capabilities, especially in regard to Quality of Service (QoS), reliability, redundancy and fault tolerance.

Smartcom POP Sites are all served utilizing ring configurations. All POP sites feature Dual -48V A/B battery along with Generator backup power. Quality of Service (QoS) is honored only on Metro-Ethernet E-LAN/E-LINE services. Smartcom supports 3 ingress profiles for L3 best effort, DSCP cs3, af31 for VoIP-Control and DSCP ef for RTP

COST PROPOSAL - Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs

and professional services, if applicable.

The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Vendor must acknowledge that all costs, including travel required to meet the RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor's proposed solution. A proposal for the price of purchase should be submitted with a purchase contract, if required.

All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set-up charges.

[See Appendix C Bid Form - Pricing](#)

Describe available billing assistance.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the City of Weslaco, vendor will provide adjustment of charges within two billing cycles of notification.

[See Sample Billing e-Care tab.](#) Besides receiving invoicing through the normal channels, Smartcom provides access to online web-based billing for review and download of PDF monthly bills. Once the accounts are set up, Customers can visit <https://smartcom.cdg.ws> to register, login and or access their account online (eCare). Customer can also access eCare from Smartcom's URL at www.smartcomtelephone.com.

As part of the web-based online eCare, Customers can set up online payments, view a current balance summary, view current invoice including past invoices and payment history. Online eCare has five tabbed window panes that contains a wealth of information at customers finger tips.

[Smartcon agrees to work with the City of Weslaco in the event any billing errors are found throughout the term of the contract.](#)

Contractor must provide policy regarding the issuing of credits.

[See Service Level Agreement tab](#) included in this RFP response.

4.2.7 REFERENCES

Include five (5) references for customers of similar scope and size as requested by the City of Weslaco. This reference list shall include the following information:

Organization Name

Customer Contact- name, title and contact information

Address

Date of work performed

Brief description of work performed

[See References tab included in this RFP response](#)

4.2.8 EXCEPTIONS TO THE RFP

Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Weslaco, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

[No exceptions.](#)

5. EVALUATION AND SELECTION PROCEDURE

5.1 EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to the City of Weslaco, considering price and technical factors set forth herein. The City's evaluation committee will make the final determination about acceptability of proposals.

5.2 EVALUATION PROCESS

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail or e-mail at the discretion of the City of Weslaco. During the evaluation process, the evaluation committee may request technical assistance from any source.

Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal.

The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the City of Weslaco.

Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation. If it is determined to be in the best interest of the City of Weslaco, the City may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the City of Weslaco considering both price and technical factors set forth in this RFP.

5.3 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

Total maximum score is 100 points. Award is to the highest scoring Vendor.

The City of Weslaco evaluates and weighs the follow criteria when evaluating Vendor's responses. These standards are listed in descending order of importance.

Evaluation Criteria	Weight
Cost effectiveness of service	40%
Vendor proposal meets minimum specifications	20%
Comprehensive implementation plan designed to minimize disruption of business activities and to ensure business continuity	25%
References, experience and capabilities of Vendor	15%

APPENDIX A. SPECIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Weslaco shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City may find said Vendor in default.

1. REQUEST FOR PROPOSALS (RFP)

a) **DIRECTIONS:** The City of Weslaco invites all interested and qualified Vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

b) **DEFINITIONS:** For the purpose and clarity of this document only, "City" will mean the City of Weslaco. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested Vendor, and/or contractor, proposer that responds to this RFP.

2. GENERAL REQUIREMENTS

a) **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of the City, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

b) **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various City offices, whichever is specified, in quantities to be determined subsequent to the award.

c) **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item. However, the City of Weslaco will allow the vendors to submit pricing for each Data service for "Option 1" services and also "Option 2" services.

Option 1:

- 1Gbps Point to Point for all Ten (10) City of Weslaco fiber locations.
- 1Gbps Internet Service for City Hall and other city facilities, except for the Weslaco Library. The Weslaco Library will continue to maintain its own internet service.
- 1Gbps Internet Service for Guest WiFi Internet Access
- Three (3) Primary Rate Interface (PRI) circuits for:

- City Hall
- Police Department
- Weslaco Library

Option 2: Preferred Option.

- Hosted Core Solution – All circuits are routed through Vendor's Central Office
- 10Gbps circuit for City Hall
- 10Gbps circuit for Police Department
- 1Gbps circuits for remaining Eight (8) city facilities as listed in Appendix C.
- 1Gbps Internet Service for City Hall and other city facilities, except for the Weslaco Library. The Weslaco Library will continue to maintain its own internet service.
- 1Gbps Internet Service for Guest WiFi Internet Access
- Three (3) Primary Rate Interface (PRI) circuits for:
 - City Hall
 - Police Department
 - Weslaco Library

Option 2 is the preferred option as it will provide the City of Weslaco better redundancy and disaster recovery planning.

If said Vendor should submit more than one price on any items other than just specified, all prices for that item will be rejected.

Technical Questions should be addressed to:

Leo Gonzales Jr.
Information Technology Department
leo.gonzales@weslacotx.gov
(956) 968-6253

d) **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the City of Weslaco. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

e) **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

f) **PRODUCT/SERVICE OFFERED BY THE VENDOR:** The product/service offered by the Vendor shall be the latest version of the product/service. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to the City of Weslaco a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.

g) **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the City of Weslaco, which would provide sufficient data to enable the City to judge the Vendor's compliance with the specifications.

h) **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to the City of Weslaco to the specification as written. Any deviation by the awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the services and/or equipment.

i) **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City of Weslaco. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of the City, assign any of the monies payable under the contract.

3. PRICES

a) **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.

b) **UNITS OF MEASURE:** Wherever the City of Weslaco indicates the unit of

measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of the City to determine whether the Vendor's price will be recalculated. The City will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.

c) **DELIVERY/INSTALLATION CHARGES:** All prices shall include all delivery/installation charges.

d) **PRICE REDUCTIONS:** The City of Weslaco reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.

e) **TAXES:** Taxes shall be excluded in the bid. The City of Weslaco is a tax-exempt organization and will supply a tax-exempt certificate upon request. To receive a copy of the tax-exempt certificate, vendor may contact the City Purchasing Department - Mr. Homer Rhodes, hrrhodes@weslacotx.gov, 956-968-3181.

4. ITEM DELIVERY

a) **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for the City of Weslaco shall be delivered F.O.B. Destination. All deliveries of equipment that must be located inside the building, must be delivered Monday through Friday with the exception of holidays, to offices – between 8:30 a.m. and 4:00 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc. from the premises after delivery and setup of any equipment. The Awarded Vendor shall be liable for the full replacement value of any delivery item that is damaged.

5. GUARANTEE AND WARRANTIES

a) **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by the City of Weslaco. Vendor expressly warrants that:

- The equipment to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, or representation; that this warranty shall survive acceptance and payment for the equipment; and that the Vendor will bear the cost of inspection of all equipment rejected;
- The Vendor hereby provides a warranty of authorization as to all equipment and services.

b) **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all equipment furnished by it for a period of one year from the date of acceptance, i.e. delivery and installation, unless a long period of warranty is specified in the General Terms and Conditions attached to the RFP.

c) **EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of the City of Weslaco are due to faulty design, installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or replace said equipment to the complete satisfaction of the City. These repairs and/or replacement(s) shall be made at such times as will be designated by the City to avoid any interruption to business continuity.

d) **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

6. PROPOSAL SUBMISSION

a) **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.

b) **SUBMISSION:** Proposals must be delivered to the City of Weslaco: Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

c) **FORMAT:** Signed proposals must be delivered in sealed packaging and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The City of Weslaco shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.

d) **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.

e) **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

f) **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to

complete the certificates and/or affidavits that are incorporated into the General Terms and Conditions of this RFP. Such documents are required by local, state, or federal funding agencies of the City of Weslaco as part of the bidding process.

g) **PROPOSAL PREPARATION FEES:** The City of Weslaco will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.

h) **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions.

i) **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made to the City of Weslaco in accordance with the General Terms and Conditions.

j) **RIGHT TO PROTEST:** Any Vendor or Vendor who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the City of Weslaco. The protest shall be submitted in writing to the City within five (5) business days after the basis for protest is known or should have been known.

k) **CONTRACT TERMS:** The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

l) **COMMENCEMENT OF SERVICES:** The City of Weslaco shall have no obligation to pay for services performed before the contract is signed or after it ends. The City shall have no obligation to pay for services in excess of the monetary amount of the award. The City shall have no obligation to pay for services until all services are installed, tested and put into production for all City facilities. The City shall have no obligation to pay for services before a purchase order/invoice is issued.

7. ADDENDA

a) **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Vendors orally. Unless otherwise specified in the General Terms and Conditions, inquiries are to be sent in writing to:

City of Weslaco
Attn: Mr. Homer Rhodes, Purchasing Agent
255 S. Kansas Avenue
Weslaco, Texas 78596
hrhodes@weslacotx.gov
956-968-3181

Please include in the Subject matter as, "INQUIRY" and the RFP name and number must be noted on the envelope or in the Subject field if sending inquiry by email.

b) **ISSUANCE:** Any change to the RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligation(s) under this RFP as amended by all addenda. All addenda so issued shall become a part of the award.

8. ANNULMENTS AND RESERVATIONS

a) **RIGHT TO REJECT:** The City of Weslaco reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The City reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the City also reserves the right not to order any item(s) within the specification(s).

b) **WAIVER OF TECHNICAL DEFECTS:** The City of Weslaco reserves the right to waive technical defects, if in its judgment the interest of the City shall so require.

c) **CONTRACT RESERVATIONS:** The City of Weslaco reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The City of Weslaco materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The City of Weslaco to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, or governmental restrictions, The City of Weslaco reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental action, The City of Weslaco reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

9. TERMINATION OF CONTRACT

a) **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The City of Weslaco may terminate this contract, in whole or in part, due to insufficient funding

or non-appropriation of funds or office closure(s) with thirty (30) days written notice to the Vendor. The City of Weslaco, shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

b) **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The City of Weslaco. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the Vendor, this Contract may be terminated.

10. CONTRACT TERMS AND CONDITIONS

a) **SUBMISSION OF INVOICES:** Vendor agrees to accept the line item price on the purchase order/invoice as final payment. All invoices are to be submitted promptly showing: Purchase Order/Invoice number and name and address of recipient and mailed to The City of Weslaco Finance Department, 255 S Kansas Avenue, Weslaco, Texas 78596 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material/equipment to the appropriate location at the time of delivery.

b) **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify The City of Weslaco Purchase Order Number, line item number and item description(s) or services shall be listed in the same order as on the Proposal and/or Purchase Order.

c) **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments are permissible.

d) **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the materials/equipment have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when materials/equipment were accepted by The City of Weslaco, then The City shall have no obligation to pay for the stale invoice(s).

e) **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of The City of Weslaco.

f) **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless The City of Weslaco and its employees from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against The City of Weslaco and their respective appointed officials and employees, arising as a result of any direct or indirect, willful, or negligent act or omission of the consultant or its employees, agents or volunteers.

g) **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall provide proof of commercial liability insurance and coverage amounts. Such insurance shall include contractual liability insurance. If applicable, Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a defined limit and provide proof of such insurance, in the event the service delivered pursuant to this RFP, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this RFP shall mean any services provided by a licensed professional.

h) **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of The City of Weslaco. Any attempt to do so without such consent shall be null and void of no effect.

i) **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

j) **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The City of Weslaco and made available by the Vendor to The City of Weslaco and/or its designated agent(s) at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulation(s).

k) **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing building, equipment, and property at The City of Weslaco offices and all material furnished by The City of Weslaco ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to The City as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

l) **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Logo of The City of Weslaco in issuing any press releases or otherwise making

any public statement with respect to this Contract (unless such press release or statement is required by applicable law and/or regulations), without the prior written consent of The City of Weslaco, which consent will not be unreasonably withheld. Purchase by The City of Weslaco of any service does not imply that The City has either adopted or endorsed the product or service, and the use by any manufacturer, Vendor, merchant or other person of the name or logo of The City of Weslaco in any advertisement that they are furnishing products or services is not authorized.

APPENDIX B.
LIST OF THE CITY OF WESLACO OFFICES CURRENT TELECOMMUNICATION,
DATA AND INTERNET SERVICES

City Office	Street Address	Type of Service	Speed
City Hall	255 S Kansas Ave	SmartCom Metro Ethernet	1Gbps
		Internet Internet - Guest	200Mbps Up/Down
		(2) PRI * Expanded Area Calling * Caller ID – Name * Caller ID - Number DIDs - Full Span	
Police Department	901 N Airport Dr	SmartCom Metro Ethernet	1Gbps
		(1) PRI * Expanded Area Calling * Caller ID – Name * Caller ID – Number DIDs - Full Span	
Airport	1909 Joe Stephens Ave	SmartCom Metro Ethernet	100Mbps
Public Works	1912 Joe Stephens Ave	SmartCom Metro Ethernet	1Gbps
Public Library	525 S Kansas Ave	SmartCom Metro Ethernet	1Gbps
		(1) PRI * Expanded Area Calling * Caller ID – Name * Caller ID – Number DIDs - Full Span	
Wastewater Plant	907 N Airport Dr	SmartCom Metro Ethernet	1Gbps
North Water Plant	2500 N Texas Blvd	SmartCom Metro Ethernet	100Mbps
Fire Station 3	1014 W 18 th St	SmartCom Metro Ethernet	1Gbps
Southwest Water Plant	4211 S Midway Rd	SmartCom MPLS DS1 Service	1.544Mbps

**APPENDIX C.
QUOTATION PAGE/BID FORM – PRICING**

City Office	Type of Service	Bandwidth Option 1	Price/Monthly Recurring Cost	Bandwidth Option 2 Hosted Core Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall 255 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	10Gbps	\$ 349.00	\$ 0.00
Police Department 901 N Airport Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	10Gbps	\$ 349.00	\$ 0.00
Airport 1909 Joe Stephens Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$ 0.00
Public Works 1012 Joe Stephens Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$ 0.00
Public Library 525 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$ 0.00
Fire Station 2 120 E 5 th St	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$ 0.00
Wastewater Plant 907 N Airport Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$ 0.00
North Water Plant 2500 N Texas Blvd	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$ 0.00
Fire Station 3 1014 W 18 th St	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$ 0.00
Southwest Water Plant 4211 S Midway Rd	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$ 0.00
City Hall 255S Kansas Ave	PRI		\$ 219.00		\$ 219.00	
Police Department 901 N Airport Dr	PRI		\$ 219.00		\$ 219.00	

Public Library 525 S Kansas Ave	PRI		\$ 219.00		\$ 219.00	\$ 0.00
City Hall – Internet Service	Fiber	1Gbps Up/Down	\$ 999.00	1Gbps Up/Down	\$ 999.00	\$ 0.00
City Hall – Guest Internet Service	Fiber	1Gbps Up/Down	\$ 899.00	1Gbps Up/Down	\$ 899.00	\$ 0.00

Plus applicable regulatory fees and surcharges

Total Cost – Option 1 Requested	\$ 5,246.00
Total Cost – Option 2 Hosted Core Preferred	\$ 5,965.00

See additional Long Distance pricing and options included with Hosted Core solution on the following sheet

APPENDIX C

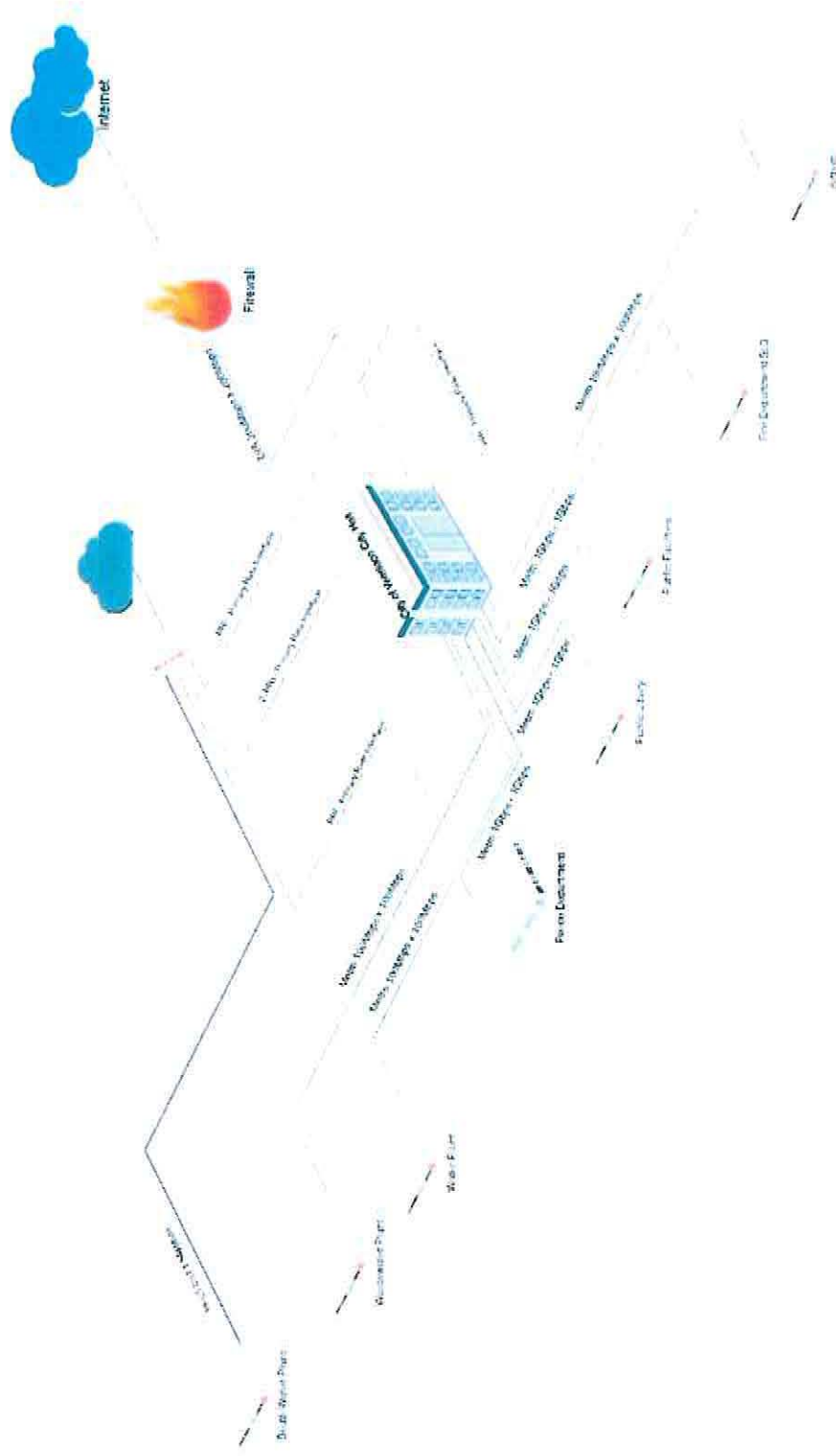
QUOTATION PAGE/BID FORM- PRICING

City Office	Type of Service	Bandwidth Option 1	Price/Monthly Recurring Cost	Bandwidth Option 2 Hosted Core Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall, 255 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	Included	10Gbps	\$ 349.00	\$0.00
Police Department, 901 N Airport Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	10Gbps	\$ 349.00	\$0.00
Airport, 1909 Joe Stephens Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Public Works, 1012 Joe Stephens Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Public Library, 525 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Fire Station 2, 120 E 5 th St	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Wastewater Plant, 907 N Airport Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
North Water Plant, 2500 N Texas Blvd	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Fire Station 3, 1014 W 18 th St	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Southwest Water Plant, 4211 S Midway Rd	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
City Hall, 255S Kansas Ave	PRI		\$ 219.00		\$ 219.00	\$0.00
Police Department, 901 N Airport Dr	PRI		\$ 219.00		\$ 219.00	\$0.00
Public Library, 525 S Kansas Ave	PRI		\$ 219.00		\$ 219.00	\$0.00
City Hall- Internet Service	Fiber	1Gbps Up/Down	\$ 999.00	1Gbps Up/Down	\$ 999.00	\$0.00
City Hall - Guest, Internet Service	Fiber	1Gbps Up/Down	\$ 899.00	1Gbps Up/Down	\$ 899.00	\$0.00
Total Cost- Option 1 Requested			\$			5,246.00
Total Cost- Option 2 Hosted Core Preferred			\$			5,965.00
Long distance		Interstate			\$0.009 Per minute	
		Intrastate			\$0.015 Per minute	
Local calling from Brownsville to Zapata					Included	
International Rates					Market Rates	
Hosted Core Includes		1/2 Rack Collocation Space & Power Included in Option 2 Pricing				
		Core Basic Router/Switch included in pricing				

Plus Applicable Regulatory fees and surcharges

APPENDIX D.

City of Weslaco Fiber and Telephone Network



**APPENDIX E.
STATEMENT OF VENDOR'S QUALIFICATION**

1. Legal Business Name:

Smartcom Telephone, LLC.

2. Business Office Address:

600 Ash Avenue

City, State, Zip:

McAllen, Texas 78501

Telephone Number: 956-687-7070

Fax Number: 956-213-1203

URL: www.smartcomtelephone.com

3. Business Effective Date: 10/1998

4. Organized Business Status:

____ Corporation

____ Partnership

____ Individual/Sole Proprietor

✓ LLC ____ Other

5. How many years have you been engaged in the business under your present name?

20+ Years

6. What other name(s) if any, has your business/company operated under and taxpayer number used: N/A

7. Please list the names of your personnel authorized to sign legal and binding Bid Documents:

Alan Yoder

The above statements must be subscribed and sworn before a Notary Public.

Authorized Representative

SIGNATURE: 

DATE: 01/21/2019

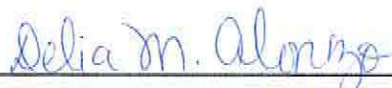
NAME: Alan Yoder

TITLE: Member

EMAIL ADDRESS: ayoder@smartcomtelephone.com

TELEPHONE NUMBER: 956-687-7070

FAX NUMBER: 956-213-1203

Notary Public for State of Texas: 

My Commission Expires: April 22, 2022



APPENDIX F. REFERENCES

1. CLIENT NAME: City of Edinburg
ADDRESS: 415 W University Drive, Edinburg, TX 78539
SERVICES PROVIDED: Phones, PRIs, Internet, and Metro E
DATE(S) OF SERVICES: 2017
CONTACT NAME & TITLE: Daniel Vera / Director of Information Technology
PHONE NUMBER: 956-388-8201
EMAIL ADDRESS: dvera@cityofedinburg.com

2. CLIENT NAME: City of Pharr
ADDRESS: 118 S Cage Blvd, Pharr, TX 78577
SERVICES PROVIDED: Phones, PRIs, Internet, and Metro E
DATE(S) OF SERVICES: 2015
CONTACT NAME & TITLE: Jose J. Pena / Director
PHONE NUMBER: 956-402-4900
EMAIL ADDRESS: jose.pena@pharr-tx.gov

3. CLIENT NAME: City of McAllen
ADDRESS: 1300 Houston Ave, McAllen, TX 78501
SERVICES PROVIDED: Phones, PRIs, Internet, and Metro E
DATE(S) OF SERVICES: 2014
CONTACT NAME & TITLE: Hector Gonzalez / Network Security Administrator
PHONE NUMBER: 956-681-1118
EMAIL ADDRESS: hgonzalez@mcallen.net

4. CLIENT NAME: City of Harlingen
ADDRESS: 118 E Tyler Ave, Harlingen, TX 78550
SERVICES PROVIDED: Phones, PRIs, Internet
DATE(S) OF SERVICES: 2011
CONTACT NAME & TITLE: Sergio Mojica / MIS Director
PHONE NUMBER: 956 216-5033
EMAIL ADDRESS: smujica@myharlingen.us

5. CLIENT NAME: City of Alton
ADDRESS: 509 S Alton Blvd, Alton, TX 78573
SERVICES PROVIDED: Phones, PRIs, Internet
DATE(S) OF SERVICES: 2017
CONTACT NAME & TITLE: Jeff Underwood / City Manager
PHONE NUMBER: 956-432-0760
EMAIL ADDRESS: jeff.underwood@alton-tx.gov

**APPENDIX G.
CERTIFICATE OF INSURANCE COVERAGE**

VENDOR NAME: Smartcom Telephone, LLC.

ADDRESS: 600 Ash Avenue, McAllen, Texas 78501

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NUMBER: _____

The below signed hereby certifies that the following information is true and correct.

Type of Insurance	Minimum Required Limits	Policy or Binder Number	Actual Limits Provided	Expiration Date
See Certificate of	Insurance Tab.			

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide proof of insurance coverage as shown in the General Conditions of the RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID. This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.



(Authorized Agent's Signature)

01/21/2019

(Date)

APPENDIX H.
COST PROPOSAL FORM
(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME: Smartcom Telephone, LLC.

ADDRESS: 600 Ash Avenue

CITY, STATE, ZIP McAllen, Texas 78501

PHONE NUMBER: 956-687-7070

TO: THE CITY OF WESLACO

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide telecommunication, data and internet services to The City of Weslaco in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Printed Name: Alan Yoder Signature: 

Title: Member Date: 01/21/2019

Monday, January 21, 2019

VENDOR PROFILE:

SmartCom Telephone, LLC has been in business for 20+years. We are a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. Our customer service and billing offices are also located in McAllen, Texas. SmartCom currently employs 30+ staff members eight of them which are assigned to customer services.

SmartCom currently provides services to Public Libraries, School Districts, Cities and other business accounts across the valley. Service offering includes Telephone, Hosted VoIP, High Speed circuits [T-1s, PRIs, DS3s, Smart Fiber Circuits 1Gbps-10Gbps, etc.]) See Smartcom Customer List included in this document.

SmartCom Telephone, LLC is certified by the Texas Public Utility Commission as a Competitive Local Exchange Carrier and was issued a Service Provider Certificate of Authority # 60229 on February 19, 1999. SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**). SmartCom employees staff with over eighteen (18) years of E-rate experience.

Our network is monitored 24-hours a day by both personnel on-site as well as remote notification to key personnel in the event of network alarms. Average response time during working hours for customer inquiries by phone is less than 3 minutes. E-mail is generally within one hour. SmartCom services level agreement response time onsite is within four (4) hours. SmartCom response time onsite is within four (4) hours for critical systems regardless of extended hours. Non-critical systems, SmartCom response time is within four (4) hours next business day.

Future Offerings:

SmartCom is in the early deployment stages of a Gigabit Passive Optical Network ("G-PON") in Hidalgo County. In some areas, this will allow for direct fiber service to the business ("FTTB") in some areas. In others, it will support facility fiber to the node service using copper for the last-mile transport. Either method allows for significantly higher bandwidth than is currently available to users in the Valley area. This is the same technology used for AT&T's "U-Verse" and Verizon's "FIOS" services, neither of which is yet available in the throughout the Valley.

Texas and the Valley have not suffered the effects of the economic recession that have greatly affected the remainder of the country. However, the belt-tightening that has been required by many business and organizations has caused many managers to take a second look at SmartCom when they may not have seriously considered us before. SmartCom offers local service, local management and local ownership. From the entry-level employee to the CEO, all personnel are based right here in the Valley. This gives us a unique perspective on what goods and services the market needs. Further, SmartCom tries always to keep an eye to "what's next" in terms of products and services. Obviously, deployment of new services is directly tied to the return we can achieve on our investment. However, knowing the area and staying on the cutting-edge of technology allows us to be the proverbial "first kid on the block" to offer them.

Monday, January 21, 2019

Greetings,

Please allow this letter to serve as an introduction to our company. SmartCom Telephone is a leader in internet, data and telephone services in South Texas. Since we do very little advertising, we jokingly refer to ourselves as the best kept secret in service providers! However, our customers have a tendency to not keep it secret when they tell others of the level of service they are enjoying with us! We think you'll find that we have some very satisfied customers here in South Texas. Some of our clients include:

Rio Grande Valley Municipal Governments:

City of McAllen	Telephone and Internet Access Services (all city departments)
City of Harlingen	Telephone, Internet and Data Services (all city departments)
City of Pharr	Telephone, Internet and Data Services (all city departments)
City of Brownsville	Telephone Services (Public Utilities, Housing Authority)
City of Palmview	Internet Services (all city departments)
City of Alton	Telephone and Internet Services (all city departments)
City of Mission	Internet Services
City of Weslaco	Internet and Data Services (all city departments)
City of Edinburg	Telephone and Internet Access and Data Services (City Wide)

Public School Districts & Public Libraries: (E-RATE)

Alice ISD	Data Services (District Wide)
Beeville ISD	Data Services (District Wide)
Brooks ISD	Data Services (District Wide)
Brownsville ISD	Internet and Data Services (District Wide)
Brownsville Public Library	Internet Access Services
Corpus Christi ISD	Internet Services
Donna ISD	Telephone, Internet Access and Data Services (District Wide)
Dustin Michael Sekula Memorial Library	Telephone and Internet Services
Edcouch-Elsa ISD	Telephone, Internet Access and Data Services (District Wide)
Edinburg CISD	Telephone, Internet and Data Services (District Wide)
Elsa Public Library	Internet Access Services
Harlingen ISD	Internet Access Services
Hector P. Garcia Memorial Library	Internet Services
Hidalgo ISD	Telephone, Internet and Data Services (District Wide)
Hidalgo Public Library	Telephone and Internet Access Services
La Feria ISD	Telephone, Internet Access and Data Services (District Wide)
La Joya ISD	Internet Access and Data Services (District Wide)
Laredo ISD	Internet and Data Services and Dark Fiber Services
Laredo United	Internet Access and Data Services (District Wide)
Los Fresnos ISD	Telephone, Internet Access and Data Services (District Wide)
Mathis ISD	Data Services
Mercedes ISD	Internet Access Services
Mid Valley Academy and Gateway Academy	Internet Access and Data Services
Mission CISD	Telephone and Data Services (District Wide)
Monte Alto ISD	Telephone, Internet Access Services
Pharr Memorial Library	Internet Services
Pharr-San Juan-Alamo ISD	Internet Access and Data Services
Port Isabel ISD	Telephone, Internet Access and Data Services (District Wide)
Premont ISD	Data Services (District Wide)
Region One Service Center	Telephone Services
Rio Hondo ISD	Telephone, Internet and Data Services (District Wide)
San Benito ISD	Telephone, Internet and Data Services (District Wide)

P.O. DRAWER 3097 • MCALLEN, TX • 78502-3097

PHONE: 956-687-7070 • TOLL FREE: 888-302-1125 • FAX: 956-213-1247

WWW.SMARTCOMTELEPHONE.COM

SmartCom The **SMART** choice in Telephone & Data Services

Santa Gertrudis ISD	Internet Access Services and Data Services (District Wide)
San Maria ISD	Internet Access Services
Sergeant Fernando De La Rosa Memorial Library	Internet Services
Sharyland ISD	Telephone, Internet and Data Services (District Wide)
South Texas ISD	Telephone, Internet and Data Services (District Wide)
Valley View ISD	Data Services (District Wide)
Vanguard Academy	Telephone Services
Webb CISD	Telephone, Internet Access and Data Services
Weslaco ISD	Telephone Services

Higher Education:	
UTRGV	Telephone and Data Services
Texas A&M	Telephone and Internet Access Services
South Texas College	Data Services

Rio Grande Valley Business Sector:	
AIM Media Texas <i>(The Monitor, Valley Morning Star, Brownsville Herald, Mid-Valley Town Crier, Island Breeze)</i>	Telephone, Internet and Data Services
MedCare EMS	Telephone and Internet Services
Holiday Inn Express <i>(Pharr, South Padre Island, Laredo)</i>	Telephone and Internet Services (varies by location)
Staybridge Suites <i>(McAllen, Brownsville)</i>	Telephone Services
La Copa Hotels <i>(McAllen, Alamo, Mercedes, South Padre Island)</i>	Telephone and Internet Services
La Quinta Hotels <i>(Alamo, South Padre Island)</i>	Telephone and Internet Services

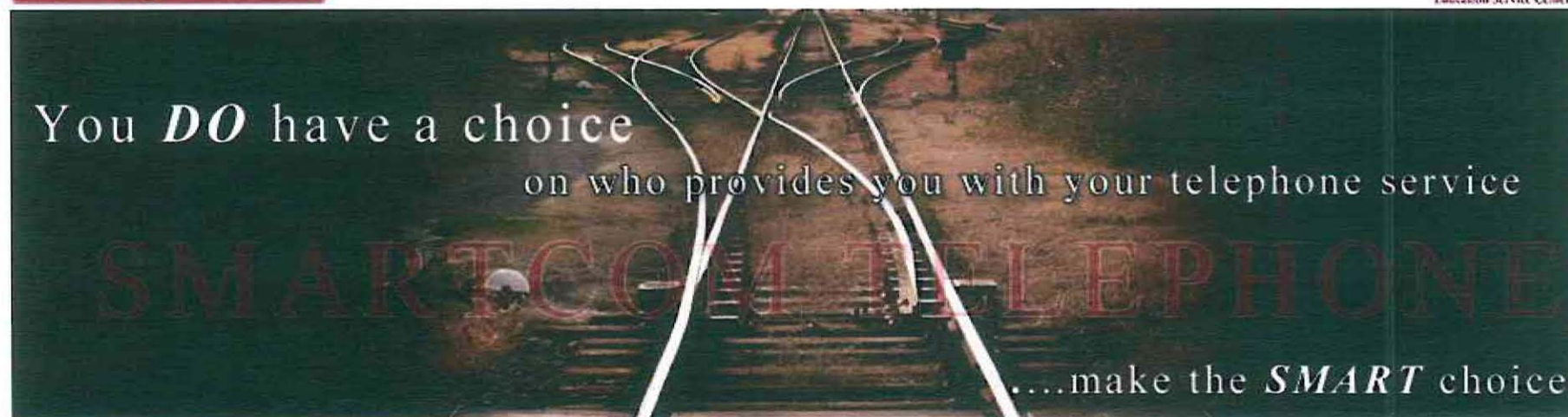
Even with this short list, you can see that we have a wide variety of customers both in size and type. I'll be happy to provide you with contact names and telephone numbers for any or all of these customers. We would love to add your organization to our list of satisfied customers. If you are an E-Rate-eligible entity, SmartCom is fully certified as an E-Rate (USF SLD) telecommunications and Internet service provider (**SPIN 143020929**).

Services:
Primary Rate Interface (PRI) – High Capacity Voice Service
SIP Trunking (Voice)
Basic Telephone Services ("POTS")
Long Distance Telephone Services
MPLS Data Transport
Broadband Internet Services Transport (DS1, DS3, Fiber Based 1Gb, 10Gb, 20Gb)
PBX – PBX VoIP – Hosted VoIP – Hosted On Premise VoIP solutions

SmartCom is a local company based here in McAllen, Texas. We have telecommunication facilities collocated in central offices in most Valley cities, including Laredo and Corpus Christi. We operate our own fiber-based interconnection between these facilities. In addition, we purchase redundant transport from local and other carriers to provide a more cost effective solution to our customers. We provide our own call routing using state-of-the-art Taqua Class 5 switching systems, wholly owned by SmartCom.

As you can tell, we get pretty excited when we get to show people what we can do. Moreover, we like showing customers that they actually **do** have a choice in who provides their telephone, Internet Access and Data Transport services. We think our customers have made the *Smart* choice. We hope you do to!

Best regards,
Smartcom Telephone, LLC



State & Local Government

K-12 Public Sector

Voice & Data - Smartcom Telephone offers plans that include both Voice and Data services. Help your growing organization save money when you combine these services.

PRI Services - Does your organization need more than just a few phone lines and the ability to direct dial a department? Smartcom Telephone can help! We can install PRI(s) for your organization and not only save you money but make calling easier and more efficient! Find out what Smartcom can do for you.

Internet Access & Transport Services - Smartcom Telephone provides Internet Access & transport data plans for the organizations that need more than just telephone lines. With our Internet Access & transport data plans, you can get your organization online at high speed services. Internet Access & Transport services at competitive rates!



Telecommunications	Internet Access & Transport Services	Networking
PRI or SIP Trunking Services	Internet Access	Data Cabling infrastructure
Basic Telephone Services	Transport to ESC1 for Internet Access	Network Hardware Infrastructure
Long Distance Services	Point to Point T-1	Data Center Infrastructure, Collocation Services
Extended Local Calling	MPLS VPN	Storage - SAN, NAS
PBX – VoIP, Hosted VoIP, Hosted On-Premise VoIP	High Speed Digital Transmission (DS3, OC3, Fiber)	Top of Rack Network Infrastructure



Reclaim Your Network



Empowered by Innovation



Dynamic Security for the Global
Network

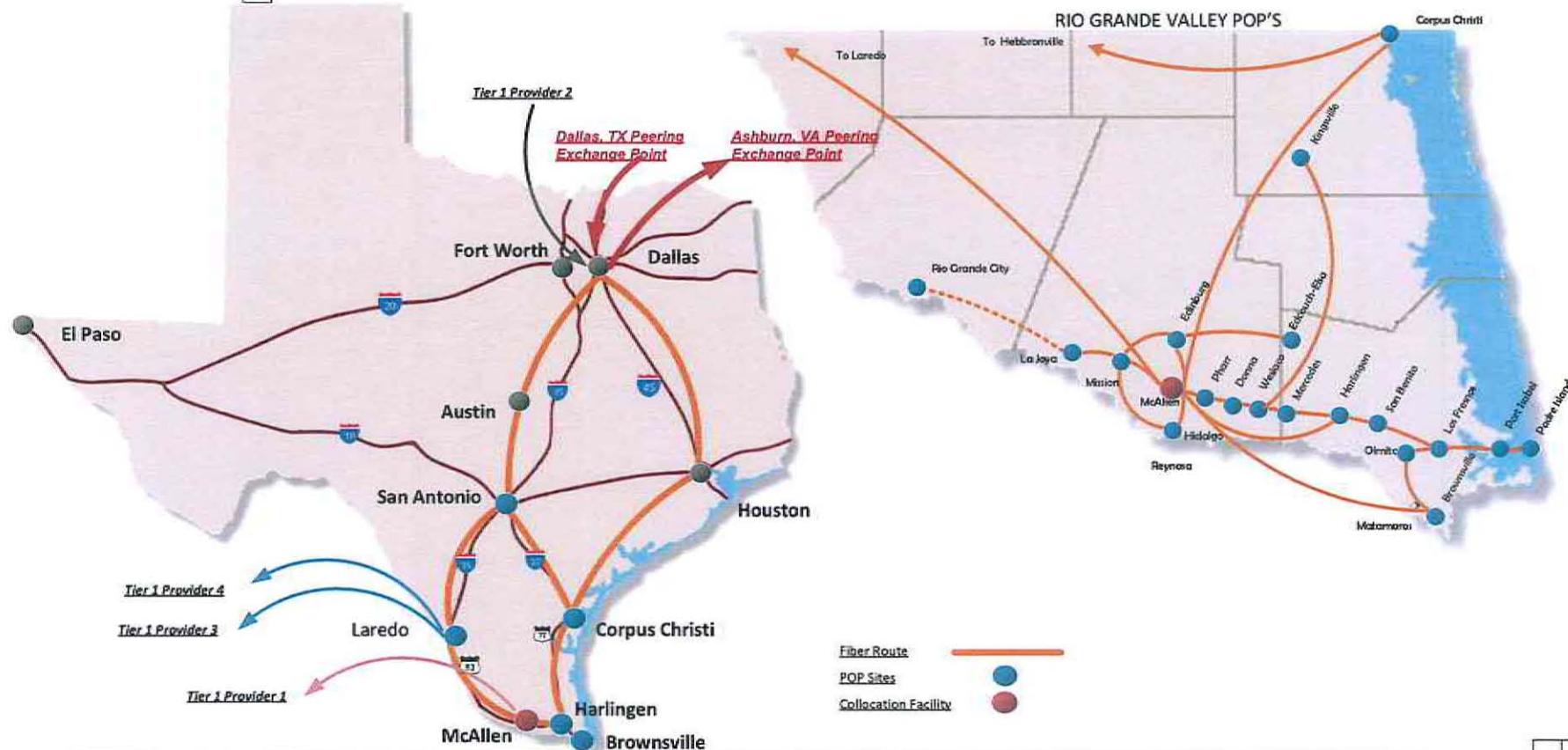


Empowered by Innovation

December 11, 2018

SmartCom
Telephone

Carrier-Diverse Internet Routes



- 24x7 Network Monitoring
- 24x7 Ticketing System and Phone Support
- Quad-homed Tier-1 connections
- Redundant 10 GigE connections

- Redundant Fiber Connectivity scalable to OC-192
- Multi-Redundant Core Routing
- Redundant UPS and redundant diesel generator backup
- Access controlled facility

- Digital video monitoring and recording
- Collocation facilities
- IPv6 Ready Network

SmartCom The SMART choice in Telephone & Data Services



Smartcom Telephone POP/Colocation Sites				
Equinix Dallas DA1 - IXP Dallas, TX	Equinix Washington DC2 - IXP Ashburn, VA	Equinix Dallas - Hurricane Electric Dallas, TX	MDC McAllen, TX	
Smartcom NOC McAllen, TX VTX, AT&T, Spectrum, Sprint	Smartcom POP Harlingen, TX AT&T, VTX	Smartcom POP Laredo, TX PCCW, Cogent, Telia, VTX	Smartcom POP Corpus Christi, TX AT&T, VTX	Smartcom POP San Antonio, TX AT&T, VTX

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BGP Peering

Company Website:

<http://smartcomtelephone.com>

Country of Origin:

United States



Internet Exchanges: 2

Prefixes Originated (all): 14

Prefixes Originated (v4): 13

Prefixes Originated (v6): 1

Prefixes Announced (all): 23

Prefixes Announced (v4): 22

Prefixes Announced (v6): 1

BGP Peers Observed (all): 30

BGP Peers Observed (v4): 29

BGP Peers Observed (v6): 14

IPs Originated (v4): 25,600

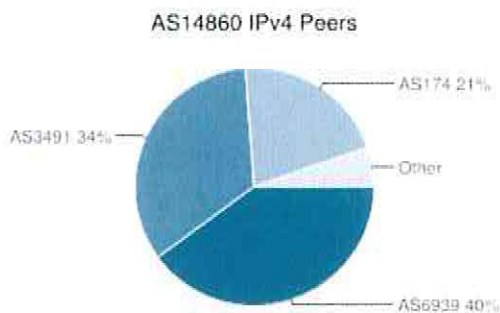
AS Paths Observed (v4): 888

AS Paths Observed (v6): 315

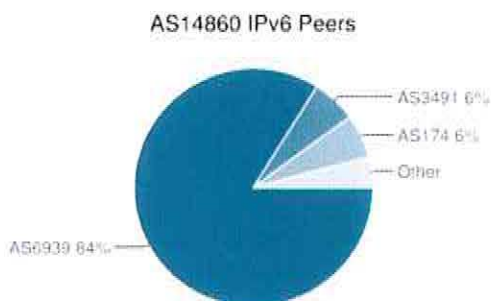
Average AS Path Length (all): 3.470

Average AS Path Length (v4): 3.605

Average AS Path Length (v6): 3.092

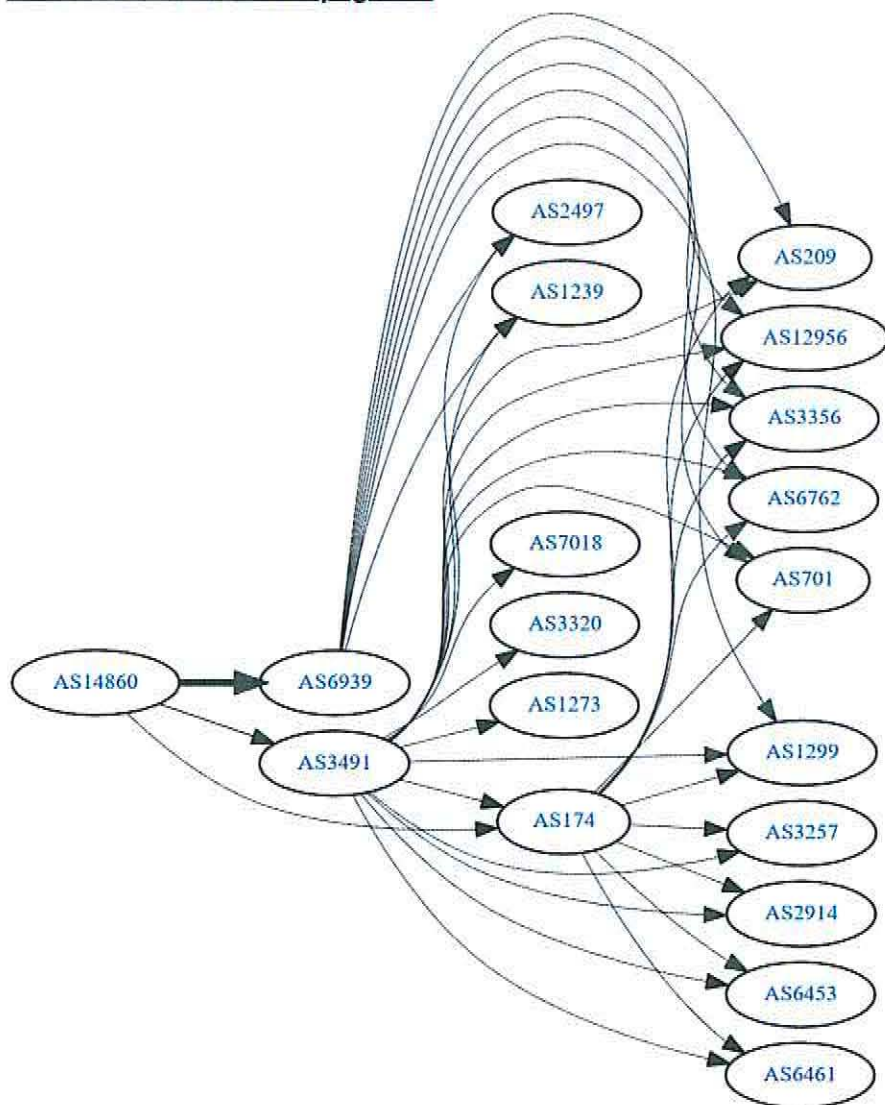


ASN	Name
AS6939	Hurricane Electric LLC
AS3491	PCCW Global
AS174	Cogent Communications



ASN	Name
AS6939	Hurricane Electric LLC
AS3491	PCCW Global
AS174	Cogent Communications

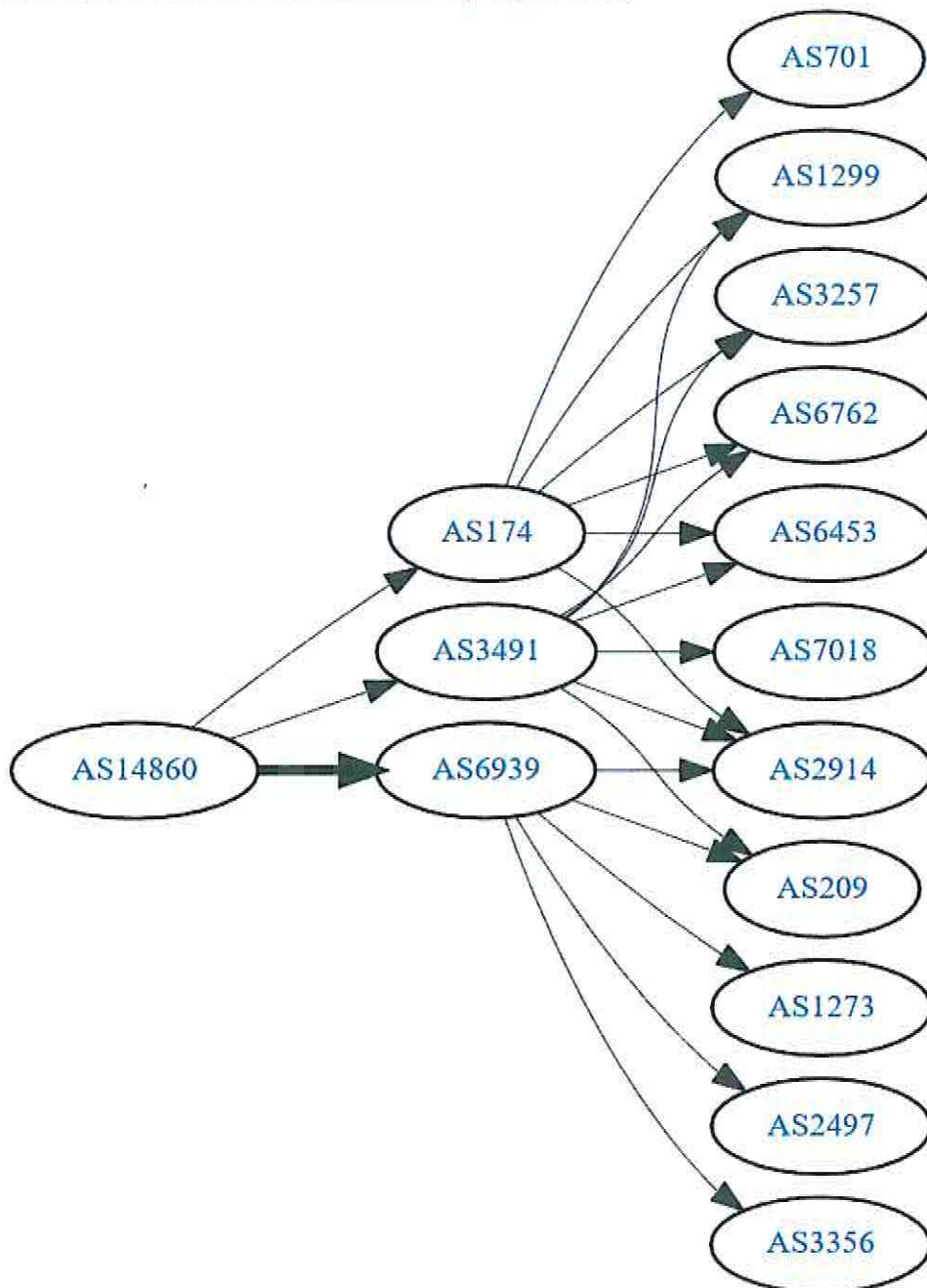
AS14860 IPv4 Route Propagation



Exchange		CC	City	IPv4	IPv6
Equinix Ashburn		US	Ashburn	206.126.238.1	2001:504:0:2:0:1:4860:1
Equinix Dallas		US	Dallas	206.223.118.240	2001:504:0:5:0:1:4860:1

Updated 16 Jan 2019 22:27 PST © 2019 Hurricane Electric

AS14860 IPv6 Route Propagation



Customer Network Summary Home

Tuesday, 22 January 2019 14:55:04

Current Traffic on All Interfaces

HELP

	INTERFACE	RECEIVE	%	TRANSMIT	%
	CityofWeslaco-CH-X440-24x				
	X440-24x-10G Port 22 · WES-DIA	1.568 Mbps	1 %	17.158 Mbps	9 %
	RT-WesAirport-X460-24x				
	X460-24x Port 2 · Wes-Public-Wrks	25.522 Mbps	3 %	31.017 Mbps	3 %
	X460-24x Port 3 · Wes-Airport	4.18 Mbps	4 %	291.088 Kbps	0 %
	X460-24x Port 4 · Wes-Police-Dept	90.529 Mbps	9 %	70.746 Mbps	7 %
	X460-24x Port 5 · Wes-WWTP	9441.763 bps	0 %	100.738 Kbps	0 %
	X460-24x Port 6 · Wes-Water-Plant	29.73 Kbps	0 %	206.294 Kbps	0 %
	vz-weslaco.sc2000.net				
	Serial2/0/6:0 · MPLS to City of Weslaco Water Plant 2V.DHSU.667620..GTEC	38.961 Kbps	3 %	988.416 Kbps	64 %

Interfaces with High Percent Utilization

HELP



NODE	INTERFACE	RECEIVE	TRANSMIT

Percent Utilization - Radial Gauges

HELP



RECV % Utilization



XMIT % Utilization

Maximum Traffic Today

HELP

RECEIVE 13.429 Mbps at 08:25 AM

TRANSMIT 39.377 Mbps at 08:55 AM

Custom Properties for Interfaces

HELP

NOTIFYCONTACT False

Interface Details

HELP

STATUS	● Up
NAME	X440-24x-10G Port 22 - WES-DIA
ALIAS	WES-DIA
INDEX	1022
INTERFACE TYPE	Ethernet
MAC ADDRESS	0004.9688.EBBB
IP ADDRESS	Unknown
ADMINISTRATIVE STATUS	● Up
OPERATIONAL STATUS	● Up
LAST STATUS CHANGE	11/3/2017 03:02 AM
INTERFACE BANDWIDTH	Receive 200.0 Mbps Transmit 200.0 Mbps

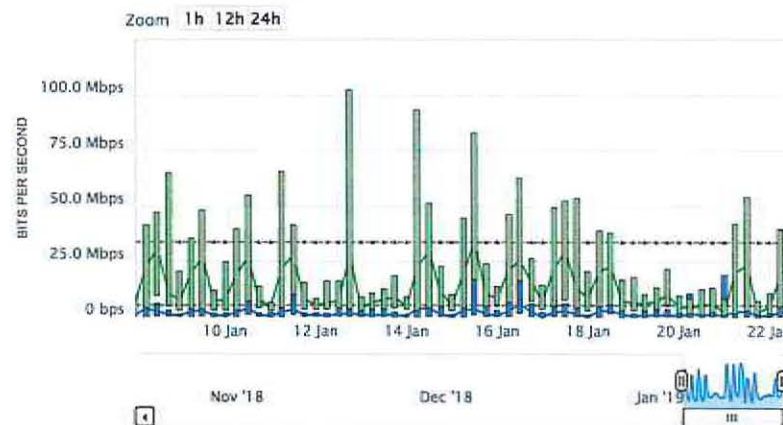
Customize Page

Min/Max/Average bps In/Out

EXPORT HELP

X440-24x-10G Port 22 · WES-DIA

Jan 8 2019, 3:30 am - Jan 22 2019, 2:00 pm



- ☒ Average Receive bps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA
- ☒ Average Receive bps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA Percentile 95%
- ☒ Min/Max Receive bps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA
- ☒ Average Transmit bps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA
- ☒ Average Transmit bps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA Percentile 95%
- ☒ Min/Max Transmit bps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA

solarwinds

Percent Utilization - Line Chart

EXPORT HELP

More Info ...

HELP

All of the Web Views within Network Performance Monitor can be customized.

Visit the [SolarWinds Support](http://www.solarwinds.net/support) site at <http://www.solarwinds.net/support> for On-Line Help, Tutorials, Knowledge Base, User Forms, and more.

ADD WIDGETS

DONE EDITING





STATISTICS COLLECTION 10 minutes

ENABLE 64 BIT COUNTERS Yes

REDISCOVERY INTERVAL 30 minutes

NEXT REDISCOVERY 03:15 PM

LAST DATABASE UPDATE Tuesday, January 22, 2019 2:50 PM

- ☒ Receive Discards CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Percentile 95%
- ☒ Transmit Errors CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA
- ☒ Transmit Errors CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Percentile 95%
- ☒ Transmit Discards CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA
- ☒ Transmit Discards CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Percentile 95%

solarwinds

Interface Errors & Discards

HELP

	RECEIVE	TRANSMIT
Errors This Hour	0 errors	0 errors
Errors Today	0 errors	0 errors
Discards This Hour	0 discards	0 discards
Discards Today	0 discards	0 discards

Event Summary For This Interface

LAST 7 DAYS

HELP

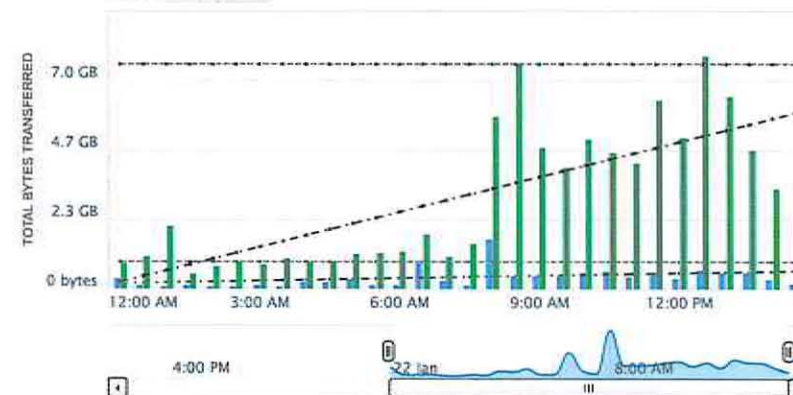
Total Bytes Transferred

EXPORT HELP

X440-24x-10G Port 22 - WES-DIA

Jan 22 2019, 12:00 am - Jan 22 2019, 2:30 pm

Zoom 1h 12h 24h



- ☒ Received bytes CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA
- ☒ Received bytes CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Trend
- ☒ Received bytes CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Percentile 95%
- ☒ Transmitted bytes CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA
- ☒ Transmitted bytes CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Trend
- ☒ Transmitted bytes CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Percentile 95%

solarwinds

Min/Max/Average packets In/Out

EXPORT HELP

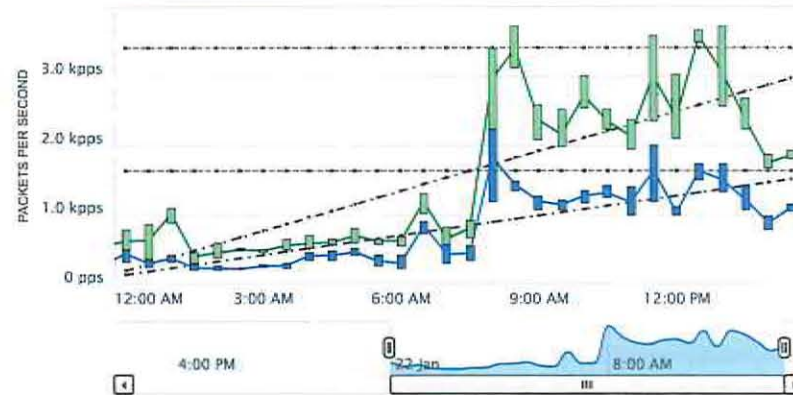
Customize Page

ADD WIDGETS

✓ DONE EDITING

Jan 22 2019, 12:00 am - Jan 22 2019, 2:30 pm

Zoom 1h 12h 24h



- ☒ Average Receive pps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA
- ☒ Average Receive pps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA Trend
- ☒ Average Receive pps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA Percentile 95%
- ☒ Min/Max Receive pps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA
- ☒ Average Transmit pps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA
- ☒ Average Transmit pps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA Trend
- ☒ Average Transmit pps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA Percentile 95%
- ☒ Min/Max Transmit pps CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA

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(888) 302-1125

Page: 1 of 23
Account: [REDACTED]
Bill Date: Jan 01 2019
Name: [REDACTED]

Account Summary

Previous Balance Due
BAL TRANSFER FROM INACTIVE ACCT - Dec 17

Unpaid Balance as of Dec 31
(Unpaid Balance Due Immediately)

Current Charges Summary

Landline Charges
Internet Service Charges
Transport Charges
Usage Charges
Taxes and Surcharges
Total Current Charges

Total Amount Due by Jan 31

Business Location and Hours:

600 Ash Ave
McAllen, TX 78501
Hours: Mon. - Fri. 8:00 am - 5:00 pm

Contact Information:

Email: customerservice@sctel.co
Customer Service: (956) 687-7070 | (888) 302-1125
Fax: (888) 302-1126

Please make checks payable to SmartCom Telephone

Please detach and remit with your payment



PO Drawer 3097
McAllen, TX 78502-3097

190021303

892 1123 921
01/01/19 1

Total Due By Jan 31

Amount Enclosed

☐ Check here for address change

SMARTCOM TELEPHONE, L.L.C.
P. O. BOX 3097
MCALLEN TX 78502-3097



9335000000000000000089200000000000112300015443681

Page: 2 of 23
Account: 1123
Bill Date:
Name:

CORRESPONDENCE

Correspondence included with your payment takes longer to reach our Service Center. For a faster response, please call us at the number shown in the Helpful Numbers section of this bill.

WHEN TO PAY YOUR BILL

Your payment is due when you receive your bill. If we do not receive full payment of your bill by the close of business on the "Payment Due By" date, your account will become past due. Once past due, service is subject to disconnection without further notice. If we disconnect your service for non-payment, you must pay the past due amount and a charge to reconnect your service. You may also be required to pay a deposit.

HOW TO PAY YOUR BILL

When mailing your payment, write the amount paid in the box on the remittance stub. Also, write your account number on your check. Place your check and remittance stub in the return envelope or a standard envelope and mail to the location below:

SMARTCOM TELEPHONE
P.O. BOX 3097
MCALLEN, TX 78502-3097

CUSTOMER RIGHTS INFORMATION

If you believe that the local exchange provider or the interexchange carrier named in this bill is not the one you chose or if you believe there are unauthorized charges on this bill, please contact: Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, Texas 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477. Hearing and Speech-impaired individuals with text telephones, (TTY) may contact the Commission at (512) 936-7136. When corresponding by mail, please include your complaint and copies of the phone bills you believe show that your carrier was changed. Please contact Smartcom Telephone to switch your service back to the carrier of your choice.

Your bill may include charges for 900 and/or information services which are essentially non-communications services. You may withhold payment if you dispute these charges within 60 days. Action to collect disputed amounts will be suspended pending investigation of the dispute. Neither local or long-distance services can be disconnected for non-payment of the disputed amounts, although other action may be taken to collect amounts unpaid but not disputed. You may request 900 number blocking from Smartcom Telephone. In addition, failure to pay legitimate charges for these services may lead to involuntary blocking of calls to a 900 number. You are not billed for Pay-Per-Call services which do not comply with Federal laws and regulations.

PLEASE READ THE "MESSAGE SECTION" ON THE FIRST PAGE OF YOUR BILLING STATEMENT FOR IMPORTANT INFORMATION

CHANGE OF ADDRESS FORM

Please print

Effective date _____

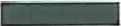
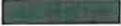
Name _____

Company _____

Address _____

City, State, Zip _____

Alternate telephone number _____

	Service	Other	Usage	Taxes and Surcharges	Total
 Landline					
 Landline					
 Account Landline					
 Account Landline					
 Account Internet Service					
 Account					
 Account					

Account

Your current Interlata long distance carrier for 34 services is SmartCom Telephone
Your current Intralata long distance carrier for 34 services is SmartCom Telephone

Account 

Monthly Service from Jan 01 through Jan 31

710 004-1001 (PRI 1) - [REDACTED] E
EXPANDED AREA CALLING - INCLUDED

710 004-1002 [REDACTED]

956

956 968-6402

956 975-2518 - [REDACTED]

Total SmartCom Telephone Charges

33

Total Usage Charges

11

[illegible]

6 of 23
1123

[illegible]

Toll Detail (continued)[illegible]

Landline

Municipal Right-of-Way Fee -
L Rio Grande COG 911 Fee

Total Taxes and Surcharges

Total for Account 1124

Account

Monthly Service from Jan 01 through Jan 31

710 004-1003 (PRI)

NUMBER PORTABILITY SERVICE CHARGE

STANDARD BUSINESS LINE - GOVERNMENT RATE

Total for

Total Monthly Service Charges

Total SmartCom Telephone Charges

Long Distance [REDACTED] 0
Total Usage Charges [REDACTED]

Toll Detail

Item	Date	Time	Place Called	Number Called	Type	Plan(s)	Minutes	Charge
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]

[illegible]

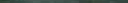
Item	Date	Time	Place Called	Number Called	Type	Plan(s)	Minutes	Charge
------	------	------	--------------	---------------	------	---------	---------	--------

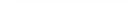















11

Landline		
Municipal Right-of-Way Fee -	[REDACTED]	[REDACTED]
		[REDACTED]
Total Taxes and Surcharges		[REDACTED]
Total for Account 1125		[REDACTED]

Account [REDACTED]

Monthly Service from Jan 01 through Jan 31

[REDACTED]	
TOLL-FREE NUMBER	[REDACTED]
[REDACTED]	
[REDACTED]	
STANDARD BUSINESS LINE - GOVERNMENT RATE	[REDACTED]
FEDERAL SUBSCRIBER LINE CHARGE	[REDACTED]
NUMBER PORTABILITY SERVICE CHARGE	[REDACTED]
[REDACTED]	
[REDACTED]	
STANDARD BUSINESS LINE - GOVERNMENT RATE	[REDACTED]
FEDERAL SUBSCRIBER LINE CHARGE	[REDACTED]
[REDACTED]	
[REDACTED]	
ENHANCED BUSINESS LINE - GOVT RATE	[REDACTED]
MULTI-LINE HUNT GROUP - INCLUDED	[REDACTED]
FEDERAL SUBSCRIBER LINE CHARGE	[REDACTED]
EXPANDED AREA CALLING - INCLUDED	.00
CALLER ID - NAME - INCLUDED	.00
CALLER ID - NUMBER - INCLUDED	.00
NUMBER PORTABILITY SERVICE CHARGE	.33
[REDACTED]	
[REDACTED]	
ENHANCED BUSINESS LINE - GOVT RATE	[REDACTED]
MULTI-LINE HUNT GROUP - INCLUDED	.00
FEDERAL SUBSCRIBER LINE CHARGE	[REDACTED]
EXPANDED AREA CALLING - INCLUDED	.00
CALLER ID - NAME - INCLUDED	.00
CALLER ID - NUMBER - INCLUDED	.00
NUMBER PORTABILITY SERVICE CHARGE	.33
[REDACTED]	
[REDACTED]	
STANDARD BUSINESS LINE - GOVERNMENT RATE	[REDACTED]
FEDERAL SUBSCRIBER LINE CHARGE	[REDACTED]

Monthly Service from Jan 01 through Jan 31 (continued)

NUMBER PORTABILITY SERVICE CHARGE

STANDARD BUSINESS LINE - GOVERNMENT RATE
 FEDERAL SUBSCRIBER LINE CHARGE
 NUMBER PORTABILITY SERVICE CHARGE

Total Monthly Service Charges

Total SmartCom Telephone Charges

Toll Free	.08
Long Distance	.28
Total Usage Charges	.36

Toll Detail

Item	Date	Time	Place Called	Number Called	Type	Plan(s)	Minutes	Charge
								.28

800 Detail

Item	Date	Time	From Place	From Number	Type	Plan(s)	Minutes	Charge

Total Usage Detail Charges

Total SmartCom Telephone Charges

Landline

Municipal Right-of-Way Fee
 L Rio Grande COG 911 Fee

Total Taxes and Surcharges

Total for Account

Account

Monthly Service from Jan 01 through Jan 31

ENHANCED BUSINESS LINE - GOVT RATE
MULTI-LINE HUNT GROUP - INCLUDED
FEDERAL SUBSCRIBER LINE CHARGE
EXPANDED AREA CALLING - INCLUDED
CALLER ID - NAME - INCLUDED
CALLER ID - NUMBER - INCLUDED
NUMBER PORTABILITY SERVICE CHARGE

.00
.00
.00
.00

ENHANCED BUSINESS LINE - GOVT RATE
MULTI-LINE HUNT GROUP - INCLUDED
FEDERAL SUBSCRIBER LINE CHARGE
EXPANDED AREA CALLING - INCLUDED
CALLER ID - NAME - INCLUDED
CALLER ID - NUMBER - INCLUDED
NUMBER PORTABILITY SERVICE CHARGE

.00
.00
.00
.00

STANDARD BUSINESS LINE - GOVERNMENT RATE
FEDERAL SUBSCRIBER LINE CHARGE
NUMBER PORTABILITY SERVICE CHARGE

LINE - GOVERNMENT RATE
FEDERAL SUBSCRIBER LINE CHARGE
EXPANDED AREA CALLING - INCLUDED
CALLER ID - NAME - INCLUDED
CALLER ID - NUMBER - INCLUDED
NUMBER PORTABILITY SERVICE CHARGE

.00
.00
.00

STANDARD BUSINESS LINE - GOVERNMENT RATE

STANDARD BUSINESS LINE - GOVERNMENT RATE
NUMBER PORTABILITY SERVICE CHARGE

Total Monthly Service Charges

Total SmartCom Telephone Charges

Landline

Municipal Right-of-Way Fee

L Rio Grande COG 911 Fee

Total Taxes and Surcharges

Total for Account 1127

Account

Monthly Service from Jan 01 through Jan 31

dia-6009990121

SMARTFIBER SVC - 200Mb

Total for

mpls-8273032507

MPLS DS1 SERVICE - 1.544MBPS

Total Monthly Service Charges

Total SmartCom Internet Charges

Monthly Service from Jan 01 through Jan 31

bu-6009990863

METRO-E BACKUP PORTS

me-6009990115

METRO ETHERNET - 1Gb

me-6009990116

METRO ETHERNET - 1Gb

me-6009990117

METRO ETHERNET - 1Gb

Monthly Service from Jan 01 through Jan 31 (continued)

me-6009990118 [REDACTED] METRO ETHERNET - 1Gb [REDACTED]	**	[REDACTED]
[REDACTED] METRO ETHERNET - 1Gb [REDACTED]	**	[REDACTED]
me-6009990120 [REDACTED] METRO ETHERNET - 100mb [REDACTED]	**	[REDACTED]
me-6009990142 [REDACTED] METRO ETHERNET - 100mb [REDACTED]	**	[REDACTED]
me-6009990166 [REDACTED] METRO ETHERNET - 100mb [REDACTED]	**	[REDACTED]

Total Monthly Service Charges [REDACTED]

** Indicates an item for which non-payment will result in disconnection of basic service.

Total SmartCom Transport Charges [REDACTED]

Internet Service		
Municipal Right-of-Way Fee - [REDACTED]	[REDACTED]	[REDACTED]
Transport		
Municipal Right-of-Way Fee - [REDACTED]	[REDACTED]	[REDACTED]
Total Taxes and Surcharges		[REDACTED]
Total for Account [REDACTED]		[REDACTED]

Account [REDACTED]

Monthly Service from Jan 01 through Jan 31

710 004-1004	
FEDERAL SUBSCRIBER LINE CHARGE - TRUNK	
EXPANDED AREA CALLING - INCLUDED	.00
CALLER ID - NAME - INCLUDED	.00
CALLER ID - NUMBER - INCLUDED	.00
MONTHLY SVC CHARGE - PRI - GOVT/EDU	
DIRECT INWARD DIAL NUMBERS - 1ST 100	.00
Total for	.00
STANDARD BUSINESS LINE - GOVERNMENT RATE	
NUMBER PORTABILITY SERVICE CHARGE	
STANDARD BUSINESS LINE - GOVERNMENT RATE	
FEDERAL SUBSCRIBER LINE CHARGE	
NUMBER PORTABILITY SERVICE CHARGE	
STANDARD BUSINESS LINE - GOVERNMENT RATE	
NUMBER PORTABILITY SERVICE CHARGE	
FEDERAL SUBSCRIBER LINE CHARGE	.5
NUMBER PORTABILITY SERVICE CHARGE	.33
Total Monthly Service Charges	5
Total SmartCom Telephone Charges	

Long Distance

Total Usage Charges

Item	Date	Time	Place Called	Number Called	Type	Plan(s)	Minutes	Charge
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]

[illegible]

Item	Date	Time	Place Called	Number Called	Type	Plan(s)	Minutes	Charge
------	------	------	--------------	---------------	------	---------	---------	--------

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Total for Account

Account

Monthly Service from Jan 01 through Jan 31

ENHANCED BUSINESS LINE - GOVT RATE	
FEDERAL SUBSCRIBER LINE CHARGE	
CALL FORWARDING - INCLUDED	.00
EXPANDED AREA CALLING - INCLUDED	.00
CALLER ID - NAME - INCLUDED	.00
CALLER ID - NUMBER - INCLUDED	.00
NUMBER PORTABILITY SERVICE CHARGE	

ENHANCED BUSINESS LINE - GOVT RATE	
FEDERAL SUBSCRIBER LINE CHARGE	
CALL FORWARDING - INCLUDED	.00
EXPANDED AREA CALLING - INCLUDED	.00
CALLER ID - NAME - INCLUDED	.00
CALLER ID - NUMBER - INCLUDED	.00
NUMBER PORTABILITY SERVICE CHARGE	

ENHANCED BUSINESS LINE - GOVT RATE	
CALL FORWARDING - INCLUDED	.00
EXPANDED AREA CALLING - INCLUDED	.00
CALLER ID - NAME - INCLUDED	.00
CALLER ID - NUMBER - INCLUDED	.00
NUMBER PORTABILITY SERVICE CHARGE	

ENHANCED BUSINESS LINE - GOVT RATE	
FEDERAL SUBSCRIBER LINE CHARGE	
CALL FORWARDING - INCLUDED	.00
EXPANDED AREA CALLING - INCLUDED	.00
NUMBER PORTABILITY SERVICE CHARGE	

STANDARD BUSINESS LINE - GOVERNMENT RATE	1
FEDERAL SUBSCRIBER LINE CHARGE	

ENHANCED BUSINESS LINE - GOVT RATE	
MULTI-LINE HUNT GROUP - INCLUDED	.00
FEDERAL SUBSCRIBER LINE CHARGE	
EXPANDED AREA CALLING - INCLUDED	.00
CALLER ID - NAME - INCLUDED	.00
CALLER ID - NUMBER - INCLUDED	

Total Monthly Service Charges

Total SmartCom Telephone Charges

Landline

Municipal Right-of-Way Fee - [REDACTED]
L Rio Grande COG 911 Fee [REDACTED]

Total Taxes and Surcharges

Total for Account [REDACTED]

Account [REDACTED]

Monthly Service from Jan 01 through Jan 31

[REDACTED]
LOCAL CHARGE - ROUTE TN TO TGP

.00

[REDACTED]
STANDARD BUSINESS LINE - GOVERNMENT RATE
FEDERAL SUBSCRIBER LINE CHARGE
NUMBER PORTABILITY SERVICE CHARGE

[REDACTED]

[REDACTED]
STANDARD BUSINESS LINE - GOVERNMENT RATE
FEDERAL SUBSCRIBER LINE CHARGE
NUMBER PORTABILITY SERVICE CHARGE

[REDACTED]

[REDACTED]
STANDARD BUSINESS LINE - GOVERNMENT RATE
FEDERAL SUBSCRIBER LINE CHARGE
NUMBER PORTABILITY SERVICE CHARGE

[REDACTED]

[REDACTED] LINE - GOVT RATE
MULTI-LINE HUNT GROUP - INCLUDED
FEDERAL SUBSCRIBER LINE CHARGE
EXPANDED AREA CALLING - INCLUDED
CALLER ID - NAME - INCLUDED
CALLER ID - NUMBER - INCLUDED
NUMBER PORTABILITY SERVICE CHARGE

.00

.00

.00

.00

[REDACTED]

[REDACTED]
STANDARD BUSINESS LINE - GOVERNMENT RATE
FEDERAL SUBSCRIBER LINE CHARGE
NUMBER PORTABILITY SERVICE CHARGE

[REDACTED]

[REDACTED]
ENHANCED BUSINESS LINE - GOVT RATE

[REDACTED]

Monthly Service from Jan 01 through Jan 31 (continued)

MULTI-LINE HUNT GROUP - INCLUDED	.00
FEDERAL SUBSCRIBER LINE CHARGE	[REDACTED]
EXPANDED AREA CALLING - INCLUDED	.00
CALLER ID - NAME - INCLUDED	.00
CALLER ID - NUMBER - INCLUDED	.00
NUMBER PORTABILITY SERVICE CHARGE	.33
[REDACTED]	[REDACTED]

Total Monthly Service Charges [REDACTED]

Total SmartCom Telephone Charges [REDACTED]

Landline

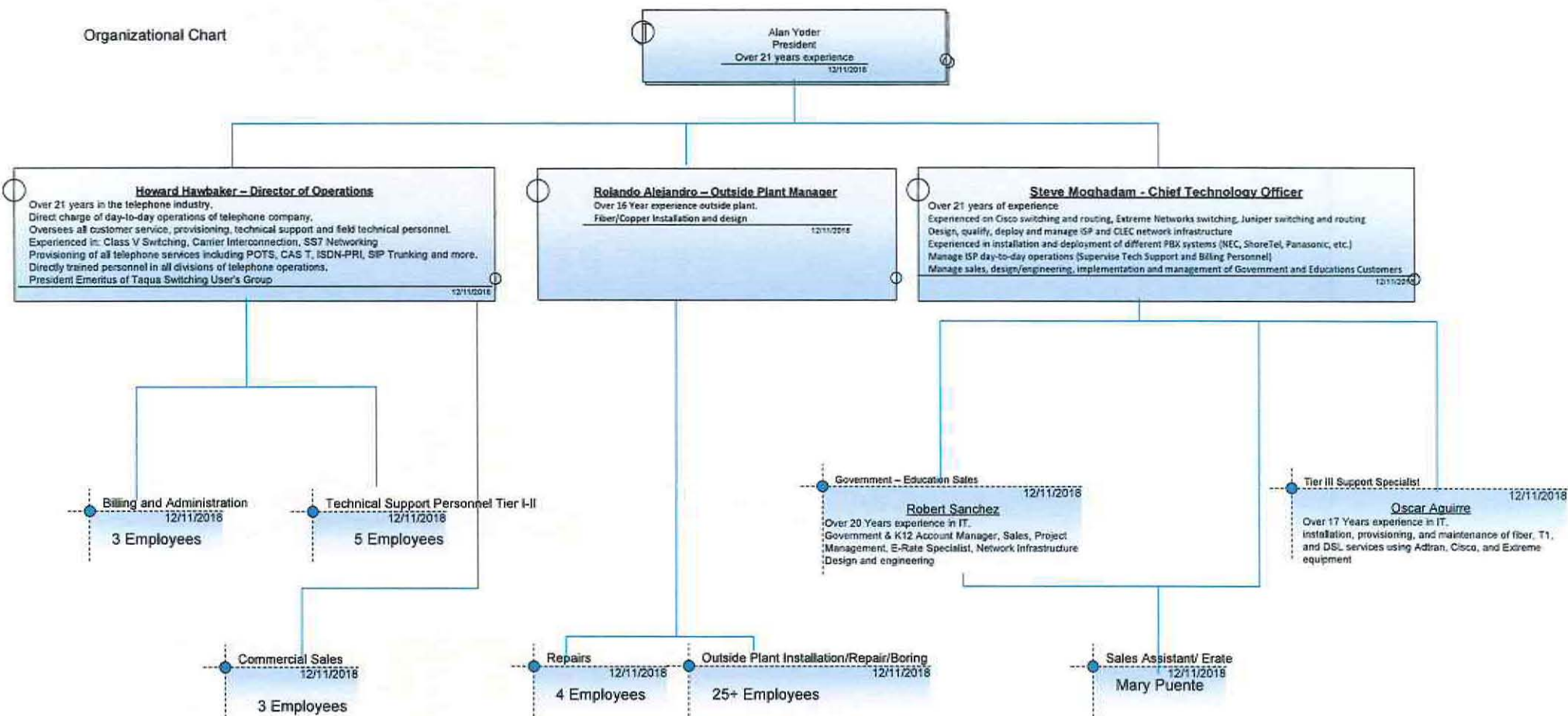
Municipal Right-of-Way Fee - [REDACTED]	[REDACTED]	[REDACTED]
L Rio Grande COG 911 Fee	[REDACTED]	[REDACTED]

Total Taxes and Surcharges [REDACTED]

Total for Account 99830048446 [REDACTED]

SmartCom The SMART choice in Telephone & Data Services

Organizational Chart



Management Plant Information

Project Management:

PERSONAL INFORMATION	
Name	Roberto Sanchez
Position	Government & K12 Schools Specialist
Work Experience	Technology IT Services, E-rate Management, Project Implementation, Administration, Teacher
Years of Experience	21 Years
E-Mail Id	rsanchez@smartcomtelephone.com
Contact Numbers	Mobile : 956-605-8119 Work: 956-213-1274

Provisioning:

PERSONAL INFORMATION	
Name	Steve Moghadam
Position	Chief Technology Officer
Work Experience	Experienced on Cisco switch and routing gear, Extreme Networks switching gear Design, qualify, deploy and manage ISP and CLEC network infrastructure Experienced in installation and deployment of different PBX systems (NEC, Shoretel, CISCO, etc.) Manage ISP day-to-day operations (Supervise Tech Support and Billing Personnel) Manage sales, design, implementation and management of Government and Educations Customers
Years of Experience	19 Years
E-Mail Id	stevem@sc2000.net
Contact Numbers	Work: 956-687-7070

PERSONAL INFORMATION	
Name	Oscar Aguirre
Position	Tier III Support Specialist
Work Experience	installation, provisioning, and maintenance of fiber, T1, and DSL services using Adtran, Cisco, and Extreme equipment
Years of Experience	18 Years
E-Mail Id	oaguirre@smartcomtelephone.com
Contact Numbers	Work: 956-687-7070

**SMARTCOM TELEPHONE, LLC ETHERNET PRIVATE LINE
SERVICE LEVEL AGREEMENT**

This Service Level Agreement ("SLA") applies to Smartcom Telephone, LLC domestic Ethernet Private Line service ("Service" or "EPL") ordered by customers pursuant to an agreement ("Agreement") between the specific customer ("Customer") and Smartcom Telephone, LLC. Terms not defined in this SLA are defined in the Agreement. For Customer's claims related to Service deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in this SLA.

1. Network Components. The SLA includes all network components of the Smartcom Telephone, LLC EPL network. The Smartcom Telephone, LLC EPL network includes all physical media owned by Smartcom Telephone, LLC, including the network equipment maintained by Smartcom Telephone, LLC at the designated interface demarcation points located in Smartcom Telephone, LLC POPs. The Smartcom Telephone, LLC EPL network does not include local access or any Customer premises equipment or circuits provided by Customer.

2. Circuit Availability. Customer will, subject to the terms, exclusions, and restrictions described in this SLA, be eligible to receive from Smartcom Telephone, LLC a credit, as outlined in this SLA for an Affected Service. "Affected Service" means the particular EPL circuit that fails to meet the Goal.

The availability (Circuit Availability) of a particular EPL circuit, expressed as a percentage, is calculated as follows:

$$(\text{Hours in month} - \text{Unscheduled Outage Hours in month}) / \text{Hours in month} \times 100\%$$

The Affected Service will for purposes of this Goal be deemed to be unavailable to Customer only if that Service is subject to an interruption that results in the total disruption of the Service ("Outage"). The length of each Outage will be calculated in hours. An Outage will be deemed to have commenced upon verifiable notification of the Outage by Customer to Smartcom Telephone, LLC, or, when indicated by network control information actually known to Smartcom Telephone, LLC network personnel, whichever is earlier. Each Outage will be deemed to terminate upon restoration of the Affected Service as evidenced by appropriate network tests by Smartcom Telephone, LLC. Smartcom Telephone, LLC's trouble ticketing system will be the governing source of data for calculating Outage credits. Smartcom Telephone, LLC will give notice to Customer of any scheduled outage as early as is practicable, and a scheduled outage will under no circumstances be viewed as an Outage hereunder.

Total Service Outage in any Calendar Month	Service Credit
5 min – 1 Hour	1 Service Credit
Over 1 Hour – 4 Hours	2 Service Credits
Over 4 Hours – 8 Hours	3 Service Credits
Over 8 Hours – 16 Hours	6 Service Credits
For every subsequent 24-hour period	3 Service Credits

Performance Standard:

Mean Time to Repair (MTTR) is guaranteed to not exceed 4 hours and shall be calculated on a calendar month as follows:

MTTR: (Service Outage Time Hours – Excluded Outage Time Hours / Outage Count, provided that Service Outage Time, Excluded Outage Time and Outage Count are measured over a single calendar month.

A Service Outage will be defined as any interruption in the normal flow of datagrams between customers Location A and Z of the circuit.

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

3. General.

3.1 Remedies. To be eligible for service credits, Customer must be in good standing with Smartcom Telephone, LLC and current in its obligations. To receive Service credits, Customer must submit the relevant trouble ticket information within 30 calendar days after the date when the relevant SLA Goal was not met. Smartcom Telephone, LLC will determine the credits provided to Customer by applying the applicable remedies set forth in this SLA. A credit will be applied only to the month in which the event giving rise to the credit occurred. The credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services. The maximum service credits for Smartcom Telephone, LLC EPL Service issued in any one calendar month will not exceed the stated applicable percentage of the MRC for the Affected Service. Credits in any one month must exceed \$25.00 to be processed. If Customer fails to notify Smartcom Telephone, LLC in the manner set forth above with respect to the applicable SLA credits, Customer will have waived its right to such SLA credits for that month.

3.2 Service Credit Exceptions. This SLA will not apply, and Customer will not be entitled to receive a credit under this SLA, for any event that adversely impacts the Service that is caused by: (a) the acts or omissions, or negligence of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of structures, equipment, applications, facilities or systems not owned or controlled by Smartcom Telephone, LLC; (c) Force Majeure Events including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornados, explosions, lightning, power surges or failures, fiber cuts, strikes, or labor disputes; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide Smartcom Telephone, LLC with accurate, current contact information; (f) Smartcom Telephone, LLC's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) Smartcom Telephone, LLC's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; (i) improper or inaccurate network specifications provided by Customer; (j) data exceeding subscribed CIR.



SLA Dedicated Internet Access (DIA)

A. SERVICE DESCRIPTION:

1. Overview:

DIA service provides customer with high-speed connectivity to the Internet. Customers connect either statically or via BGP sessions from the Customer's Autonomous System ("AS") to SmartCom Telephone's AS border routers using one or more permanent in-house cabling, local access and/or backhaul facilities.

2. Customer Responsibilities:

In instances where SmartCom Telephone is not designated as the Customer's primary DNS provider, the Customer is responsible for

- a) Obtaining and registering their domain names and for installing, configuring and maintaining their primary, secondary, tertiary, etc. Domain Name servers;
- b) If Customer connects via BGP, Customer is responsible for obtaining and maintaining at all times a Local Internet Registry status, as well as IP addresses and at least one (1) Autonomous System ("AS") number from the relevant Regional Internet Registry ("RIR"). In addition, Customer is responsible for ensuring the accuracy of all Customer-related information in the RIR database; ensuring that only registered routes are advertised; and ensuring that an exact match between its registered route objects and its Border Gateway Protocol route advertisements is maintained.
- c) If Customer is colocated, configure and maintain the Customer equipment in the collocation facility or purchase remote hands services from SmartCom Telephone.

3. Connectivity:

The Service's connectivity speeds include the following:

- 1.544 Mbps (DS1)
- 44.746 Mbps (DS-3)
- 10-100 Mbps (Fast Ethernet)
- 100 Mbps (Fast Ethernet)
- 1000 Mbps (Gigabit Ethernet)
- 10000 Mbps (10Gigabit Ethernet)

4. Demarcation Points:

The Service is provided by SmartCom Telephone and presented to the Customer at the Demarcation Points. The Demarcation Points are designated in one of the following configurations:

- a.) at the Digital Distribution Frame (DDF) or Optical Distribution Frame (ODF) positions in the "meet-me rooms" of the relevant IP POP's.
- b.) at the active port of the Local Access provider connection to the SmartCom Telephone Provider Edge (PE) router;
- c.) at the designated SmartCom Telephone PE router port;
- d.) at network side interface of the Customer Edge (CE) router or smart-jack device for Customer Site delivery. The Local Access circuit and any in-house cabling required to connect the smart-jack device to the SmartCom Telephone network at the Customer Site(s) is included in this option. Any in-house cabling required for interconnecting the smart-jack device and the CE router is not part of this option.
- e.) At network side interface of the Customer Edge (CE) L2 switch at the SmartCom Telephone collocation rack (as applicable).

5. Standard Service Features:

1. Available service features include the following:

- a.) Setting up a permanent BGP session between the Customer and SmartCom Telephone border routers;
- b.) Advertising the Customer provided AS Macro(s) or AS number(s) to the global community in accordance with agreed routing policies;
- c.) Assigning and routing SmartCom Telephone IP addresses to Customer;
- d.) Advertising the global Internet routing table to the Customer;
- e.) Provide DNS if requested;
- f.) Permanently passing upstream and downstream traffic resulting from the route advertisements and Customer actions;

SLA Dedicated Internet Access (DIA)

2. Optional service features include the following:

- a.) Customer Site delivery implemented by providing a dedicated connection between the Customer Site and the closest SmartCom Telephone IP POP via the facilities of a Local Access provider. The connection terminates at the Customer Edge (CE) router located at the Customer Premises and at the SmartCom Telephone Provider Edge (PE) router or DDF or ODF of the Local Access provider. Connectivity from this DDF/ODF to SmartCom Telephone's network is included in the service.
- b.) Secondary (or Primary) DNS services provided by SmartCom Telephone to the Customer. This includes acceptance and installation of a DNS configuration from the Customer on one of SmartCom Telephone's DNS servers, as well as responding to queries with respect to IP addresses and domain names that appear in the configuration.

B. SERVICE LEVEL AGREEMENT

1. Application of SLA:

Where a SmartCom Telephone DIA service provides Internet connectivity via the SmartCom Telephone network, the following SLA parameters apply: network availability, latency service level, packet delivery service level. All credits are subject to the exclusions set forth in Section 6.

2. Network Availability

Average Network Service Availability is defined as the percentage of network up time averaged over regional core nodes in a calendar month. Average Network Service Availability is calculated as follows:

$$\text{(Hours in month – Unscheduled Outage Hours in month) / Hours in month} \times 100\%$$

The average network availability guarantee is as follows:

Total Service Outage in any Calendar Month	Service Credit
5 min – 1 Hour	1 Service Credit
Over 1 Hour – 4 Hours	2 Service Credits
Over 4 Hours – 8 Hours	3 Service Credits
Over 8 Hours – 16 Hours	6 Service Credits
For every subsequent 24 hour period	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

3. Latency Service Level

Average Latency is defined as the average round-trip delay for IP traffic between the ingress and egress router ports at SmartCom Telephone regional Gateway nodes over a calendar month.

The Average Packet Delivery Service Level is:

Region	Maximum Average Latency
U.S. (City – City)	<= 65ms
Europe (City – City)	
US – Asia ¹	<=275ms
US - Europe	<=120ms
Europe - Asia ²	<=300ms
Intra-Asia ¹	<=80ms

¹ Hong Kong, Kowloon, Seoul, Singapore, Taipei, Tokyo;

² Includes: Bangkok, Jakarta, Kuala Lumpur, Manila, Seoul, Singapore, Taipei, and Tokyo, but excludes India.

PE=Provider Edge IXP=Internet xChange Point

In the event Smartcom Telephone does not meet the Average Latency Service Level, Customer will be entitled to receive a service credit equal to ten percent (10%) of the monthly recurring charge of the affected port.

4. Packet Delivery Service Level

Average Packet Delivery is defined as the percentage of IP packets that are successfully transported between the SmartCom Telephone ingress and egress

SLA Dedicated Internet Access (DIA)

Gateway ports within a region in a calendar month. Average Packet Delivery is measured every five (5) minute interval and averaged on monthly basis.

The Average Packet Delivery Service Level is:

Region	Average Packet Delivery
Intra U.S.	>= 99.99%
Intra Europe	
US – Europe	
US – Asia	
Intra Asia	
Europe – Asia	

In the event Smartcom Telephone does not meet the Average Packet Delivery Service Level, Customer will be entitled to receive a service credit according to the following table:

Average Packet Delivery	Service Credit
< 99.9% and >= 98%	1 Service Credit
< 98% and >= 95%	2 Service Credits
< 95%	3 Service Credits

Service Credit is defined as: (a) 1/30th of the flat rate monthly charge of the relevant IP Port(s) specified in the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, Cross connect charges); or (b) 1/30th of the Committed Usage (CDR) monthly charge of the relevant IP Ports(s) specified on the Order Form, excluding any Non-Company Provided Circuit charges or third party circuit charges (e.g. Local Circuit charges, cross connect charges).

Maximum Credit: The service credit for failure to meet the Packet Delivery Guarantee in any particular month shall not exceed three (3) Service Credits.

5. Credit Terms

- a) Credit will be granted as provided above only if the service outage is attributed to the SmartCom Telephone Network and is not the result of an event of one of the exclusions set forth in Section 6 below.
- b) A claim for a Service Level Guarantee rebate must be sent in writing to the Company within 15 (Fifteen) days from the date that the event giving

rise to the claim for the rebate occurred. When making the claim, the Customer must supply the trouble ticket number opened by the SmartCom Telephone Helpdesk.

- c) The maximum Service Credit amount for any cause in a month shall not exceed the Monthly Recurring Charge for the affected port.
- d) Credit for any given month will be applied within two (2) months from the month in which the credit is accrued.
- e) Credits are calculated after deduction of all discounts and other special pricing considerations on the Monthly Recurring Charges for the affected Customer, excluding third party charge, taxes and other surcharges.
- f) Any claim for a credit must comply with the requirements set in this Service Level Agreement. If the Customer fails to make a claim in accordance with the requirements, the Customer is taken to have unconditionally and irrevocably waived its right to claim for the rebate; and make any claim against in respect of the Company's failure to meet the Service Level Guarantee.

6. Exclusions

Computation of Service Level parameters and credits listed in Sections 1 to 4 shall exclude the following circumstances:

- a) Planned service outages or routine maintenance. SmartCom Telephone will provide 72 hours advanced notice prior to conducting any scheduled maintenance.
- b) Interruptions during any period when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- c) Interruptions during any period when the Customer has not released the Service to SmartCom Telephone for maintenance or for the implementation of a Customer Order.
- d) Interruptions due to failure of Customer power, Customer Premises Equipment or Customer



SLA Dedicated Internet Access (DIA)

access circuit provided by Customer or other third parties.

- e) Interruptions caused by the negligence of the Customer, including the provision of inaccurate information and failure to follow agreed-upon procedures.
- f) Interruptions not reported to SmartCom Telephone.
- g) Interruptions occurring prior to Service Date.
- h) Interruptions due to any Force Majeure event.
- i) Delay in service implementation due to an incomplete Customer Order.
- j) Delay in service restoration due to any act of omission by Customer or its Customer or third party suppliers.

discarded. The next highest measurement shall constitute the Bursted Bandwidth.

The "Bursted Bandwidth Charge" = (Bursted Bandwidth – Committed Access Rate) *
(Burstable Bandwidth price per Megabit)

C. CHARGES:

Unless otherwise provided, Customer shall be charged on a fixed rate basis as of the date of the Connection Notice. The manner of billing selected will be set forth in each Customer Order. Fixed rate charges for Internet Access Service consists of the following components: (a) a fixed installation charge (nonrecurring) per connection which is payable in advance; and (b) "Flat Rate Billing," fixed monthly recurring charge and, where applicable, (as set forth in an Order Form) (c) "Burstable Billing", usage based charges which is calculated from the date of the Connection Notice and is payable monthly in arrears.

The minimum interface rate for Burstable Billing option is Fast Ethernet. For Burstable Billing, the Customer contracts for a selected Committed Information Rate and SmartCom Telephone provides Customer the capability to burst up to the layer 3 capacity of the port. The amount of Burstable Bandwidth is derived from the 95th percentile calculation described below. The Burstable Bandwidth Charge described below will be invoiced to the Customer in arrears and is in addition to the Flat Rate Billing for the selected Committed Access Rate.

"Bursted Bandwidth" is calculated as follows (95th Percentile):

Smartcom Telephone polls the routers for Customer ingress and egress usage at five-minute intervals. The higher usage number for each poll is stack ranked. The top 5% of the usage number is



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepard Insurance Agency 5801 N 10th St Ste 600 McAllen TX 78504	CONTACT NAME: Yolanda Alonso PHONE (A/C, No, Ext): 956-686-3888 E-MAIL: yolandaa@shepins.com ADDRESS: yolandaa@shepins.com	FAX (A/C, No): 956-682-5650
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Lloyds Ins. Co.		38253
INSURER B : United Fire Lloyds		43559
INSURER C : Texas Mutual Insurance Company		22945
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
SMARTCOM Telephone, Inc.
PO Drawer 3097
McAllen TX 78502

SMARTEL-01

COVERAGES**CERTIFICATE NUMBER:** 1635290907**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		65SBMTA1910	2/24/2018	2/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		12308013	2/24/2018	2/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		65SBMTA1910	2/24/2018	2/24/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	0001219512	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Technology E&O		65SBMTA1910	2/24/2018	2/24/2019	Each Glitch Limit 1,000,000 Aggregate Limit 1,000,000 Each Glitch Retention 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Weslaco
255 S Kansas
Weslaco TX 78596
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-441826

Date Filed:
01/15/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Smartcom Telephone, LLC.
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Weslaco

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP No.: 2018-19-08
Telecommunication, Data and Internet Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Yoder, Charles	McAllen, TX United States	X	
	Yoder, Alan	McAllen, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Alan Yoder, and my date of birth is 08/21/61.

My address is 600 Ash Avenue, McAllen, TX, 78501, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 21st day of January, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

References Attachment:

Entity	Contact Person	Address	Phone Number	E-Mail Address
City of Edinburg	Daniel Vera, Director of Information Technology	415 W University Dr, Edinburg, TX 78539	956-388-8204	dvera@cityofedinburg.com
City of Pharr	Jose J. Pena, Director	118 S Cage Blvd, Pharr, TX 78577	956-402-4900	jose.pena@pharr-tx.gov
City of McAllen	Hector Gonzalez, Network Security Administrator	1300 Houston Ave, McAllen, TX 78501	956-681-1118	hgonzalez@mcallen.net
City of Harlingen	Sergio Mojica, MIS Director	118 E Tyler Ave, Harlingen, TX 78550	956 216-5033	smujica@myharlingen.us
City of Alton	Jeff Underwood, City Manager	509 S Alton Blvd, Alton, TX 78573	956-432-0760	jeff.underwood@alton-tx.gov

Proposal: RFP No.: 2018-19-08

Company: Smartcom Telephone, LLC.

**RFP No.: 2018-19-08
PROPOSAL ACCEPTANCE AND AGREEMENT**

THIS AGREEMENT is entered into by and between City of Weslaco ("customer") address at 255 S Kansas Avenue, Weslaco, Texas 78596 and Smartcom Telephone, LLC ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Primary Rate Interface (PRI), Long Distance, Internet Access, and Fiber Circuit Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Primary Rate Interface (PRI), Long Distance, Internet Access, and Fiber Circuit Services as listed under Services below:

Awarded Services	Services	Location Name	Address	Monthly Cost
☐	See Appendix C included at the end of this agreement			

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of thirty-six (36) months, commencing project completion with a voluntary extension for three (2) additional twelve (12) month terms unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, prepayment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

Revised 01/2013

Customer's Initials:

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 100% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event

Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action. This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this day of , 20

Customer Signature

Printed Name

255 S Kansas Avenue

Billing Address

Weslaco TX 78596
City State Zip Code

Billing Telephone Number


Smartcom Telephone, LLC. Signature

Alan Yoder

Printed Name

600 Ash Avenue

Address

McAllen TX 78501
City State Zip Code

956-687-7070

Telephone

APPENDIX C
QUOTATION PAGE/BID FORM- PRICING

City Office	Type of Service	Bandwidth Option 1	Price/Monthly Recurring Cost	Bandwidth Option 2 Hosted Core Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall, 255 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	Included	10Gbps	\$ 349.00	\$0.00
Police Department, 901 N Airport Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	10Gbps	\$ 349.00	\$0.00
Airport, 1909 Joe Stephens Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Public Works, 1012 Joe Stephens Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Public Library, 525 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Fire Station 2, 120 E 5 th St	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Wastewater Plant, 907 N Airport Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
North Water Plant, 2500 N Texas Blvd	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Fire Station 3, 1014 W 18 th St	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
Southwest Water Plant, 4211 S Midway Rd	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00
City Hall, 255S Kansas Ave	PRI		\$ 219.00		\$ 219.00	\$0.00
Police Department, 901 N Airport Dr	PRI		\$ 219.00		\$ 219.00	\$0.00
Public Library, 525 S Kansas Ave	PRI		\$ 219.00		\$ 219.00	\$0.00
City Hall- Internet Service	Fiber	1Gbps Up/Down	\$ 999.00	1Gbps Up/Down	\$ 999.00	\$0.00
City Hall - Guest, Internet Service	Fiber	1Gbps Up/Down	\$ 899.00	1Gbps Up/Down	\$ 899.00	\$0.00
Total Cost- Option 1 Requested			\$			5,246.00
Total Cost- Option 2 Hosted Core Preferred			\$			5,965.00
Long distance			Interstate		\$0.009 Per minute	
			Intrastate		\$0.015 Per minute	
Local calling from Brownsville to Zapata					Included	
International Rates					Market Rates	
Hosted Core Includes			1/2 Rack Collocation Space & Power Included in Option 2 Pricing Core Basic Router/Switch included in pricing			

Plus Applicable Regulatory fees and surcharges

RFP No.: 2018-19-08
PROPOSAL ACCEPTANCE AND AGREEMENT

THIS AGREEMENT is entered into by and between City of Weslaco ("customer") address at 255 S Kansas Avenue, Weslaco, Texas 78596 and Smartcom Telephone, LLC ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Primary Rate Interface (PRI), Long Distance, Internet Access, and Fiber Circuit Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Primary Rate Interface (PRI), Long Distance, Internet Access, and Fiber Circuit Services as listed under Services below:

Awarded Services	Services	Location Name	Address	Monthly Cost
☐	See Appendix C included at the end of this agreement			

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of thirty-six (36) months, commencing project completion with a voluntary extension for three (2) additional twelve (12) month terms unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within 30 days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is \$50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A \$35.00 processing fee will be charged on all returned checks.

APPROPRIATE USE. Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

Revised 01/2013

Customer's Initials:

INTERNET CONTENT. Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of internet content will be the sole responsibility of Customer.

SECURITY POLICY. Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

CUSTOMER PROVIDED EQUIPMENT (CPE). Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

INSTALLATION. Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a \$45.00 "no show" fee and rescheduling may result in a delay of service.

SERVICE DELIVERY. Actual data transmission or throughput may be lower due to Internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

SERVICE CALLS. If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of \$65 will be charged for the first hour or any fraction thereof, and \$25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

DELAY. Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

CONSEQUENTIAL DAMAGES. Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 100% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event

Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEUR: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this [REDACTED] day of [REDACTED], 20[REDACTED]

Customer Signature

Printed Name

255 S Kansas Avenue
Billing Address

Weslaco TX 78596
City State Zip Code

Billing Telephone Number

Smartcom Telephone, LLC. Signature

Alan Yoder
Printed Name

600 Ash Avenue
Address

McAllen TX 78501
City State Zip Code

956-687-7070
Telephone

APPENDIX C
QUOTATION PAGE/BID FORM- PRICING

City Office	Type of Service	Bandwidth Option 1	Price/Monthly Recurring Cost	Bandwidth Option 2 Hosted Core Preferred	Price/Monthly Recurring Cost	Installation Costs	
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Public Library, 525 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	\$ 299.00	1Gbps	\$ 339.00	\$0.00	
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City Hall, 255S Kansas Ave	PRI		\$ 219.00		\$ 219.00	\$0.00	
Police Department, 901 N Airport Dr	PRI		\$ 219.00		\$ 219.00	\$0.00	
Public Library, 525 S Kansas Ave	PRI		\$ 219.00		\$ 219.00	\$0.00	
City Hall- Internet Service	Fiber	1Gbps Up/Down	\$ 999.00	1Gbps Up/Down	\$ 999.00	\$0.00	
City Hall - Guest, Internet Service	Fiber	1Gbps Up/Down	\$ 899.00	1Gbps Up/Down	\$ 899.00	\$0.00	
Total Cost- Option 1 Requested			\$ 5,246.00				
Total Cost- Option 2 Hosted Core Preferred			\$ 5,965.00				
	Long distance		Interstate		\$0.009 Per minute		
			Intrastate		\$0.015 Per minute		
	Local calling from Browsville to Zapata			Included			
	International Rates			Market Rates			
	Hosted Core Includes		1/2 Rack Collocation Space & Power Included in Option 2 Pricing				
	Core Basic Router/Switch included in pricing						

Plus Applicable Regulatory fees and surcharges



Response to Request for Proposal #2018-19-08

City of Weslaco

Telecommunications, Data, and Internet Services

January 24, 2019

Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)

956-507-4015 (fax)

COPY



01/21/2019

Mr. Homer Rhodes
Purchasing Agent
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Dear Mr. Rhodes,

Foremost Telecommunications Corporation would like to provide the City with Telecommunication, Data, and Internet Services. Our dedicated team of telecommunications professionals is ready to assist the City of Weslaco with over 100 years of combined experience in the telecom industry.

Foremost was incorporated in 1989 and has been providing telephone and data service throughout the state of Texas since 2002. We have offices and staff in cities throughout the state, including Dallas, Corpus Christi, Harlingen, and San Antonio. Our relevant past projects and experience include providing telecommunication services to such diverse clients as Laredo I.S.D., the City of Harlingen, Brownsville I.S.D., the City of Kingsville, and KRGV Channel 5.

The core team that will be managing this project are Carl Lerman and Larry Serrata, our Project Managers, Debbie Wagner, our Account Manager, and Lawrence F. Halcomb, our Manager of Inside Sales and primary contact for this proposal. If you have any questions regarding this proposal, you can get in touch with Lawrence by phone at 956-504-4403 or by email at lawrence@foremost.tel.

As summarized briefly above and in more detail in Section 4.2.3 Company Background and History below, Foremost has significant experience providing service to school districts, municipalities, libraries, and other state entities of all sizes. Please find enclosed the response to your RFP #2018-19-08 for Telecommunication, Data, and Internet Services.

Thank you for your consideration. If you have any questions, please feel free to call me as well at 956-507-4014 x4408 or 956-495-4444 (cell).

Sincerely,

A handwritten signature in black ink, appearing to read "L. L. Halcomb", written in a cursive style.

Lawrence L. Halcomb, Ph.D., President
Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550

Foremost Telecommunications
Federal ID #75-2299731
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

4.2.2 Executive Summary

General Narrative

Foremost Telecommunications has been providing telecommunications services for over 16 years. Foremost is a telecommunications carrier (CLEC) licensed by the Texas PUC and regulated by the Texas PUC and the FCC. Foremost is a facilities based carrier and operates its own state wide network.

Foremost has been providing telecommunications services including fiber based services for over 16 years and providing Foremost fiber based services for over six years. The Foremost technical staff has designed and built its network in South Texas (e.g. Laredo, Corpus Christi, Alice, Victoria, Kingsville, Rio Grande Valley, etc.) that is used to deliver a variety of data and voice services. Foremost also has a CCIE on staff and multiple staff have or have had CCNA certification. Fiber design, recordkeeping, and purchasing is performed in house. Foremost uses both contractors and in-house teams for permitting, warehousing, construction and splicing.

Foremost has a state wide organization distributed over its main and remote offices. The Foremost Founder and President is Dr. Larry Halcomb with over 35 years of experience. Every Foremost team (e.g. customer service, network operations, field operations, etc. is managed by a seasoned professional with 15-30 years of industry experience.

Executive Summary

Foremost is proposing a solution to the City's preferred Option 2 as listed in this proposal, which is a MPLS Layer 3 (Intrastate) topology. This topology will consist of Foremost fiber to light each City site, which will tie into the greater Foremost fiber transport network. At the local Foremost Point of Presence (POP), Foremost routers will manage the routing for the network such that internal City traffic will be routed "Any to Any." The greatest advantage of this design is the resiliency of the network: a potential fiber cut to any one site will not affect the rest of the network's ability to exchange traffic. In other words, there is no single point of failure in this network.

Foremost will leverage its existing fiber backbone to construct to each City site. The Foremost Backbone has been built with Disaster Planning in mind, which is an important activity at Foremost. Redundant power and equipment along with a simple design, common sense, and experienced personnel has served us well. We also stock critical key components to allow us to effect repairs if it becomes necessary. Foremost owns its own equipment and uses both in house crews and outside contractors for repairs and splicing should it ever be necessary.

From the Foremost fiber backbone, Foremost has designed and engineered a route to each City site which looks to minimize risk of damage. Therefore, once the project has been awarded to Foremost and paperwork has been finalized, Foremost will be able to submit the required construction permits very quickly.

Each site will be surveyed in cooperation with the City to determine the best path for entrance from the Right-of-Way in to the building. As each City site is connected to Foremost fiber, the connection will be tested and lit, at which point it will be ready for use.

Foremost has extensive experience in the routing of a MPLS Layer 3 topology and will have the appropriate equipment in place and configured to provide the proposed routing in advance of fiber completion.

Potential issues with the implementation of this sort of project are consistent project to project, and Foremost has extensive experience anticipating, mitigating, and overcoming these challenges. The experience of our staff and crews, along with our common sense approach to route design, equipment preparation, and staging of spares allows Foremost to effectively deal with any challenge that may arise. In the case of the proposed City of Weslaco solution, Foremost does not anticipate any difficulties in implementation for this network.

The fiber necessary to deliver the proposed topology also provides a resilient transport to the other services requested by the city. Foremost regularly delivers PRI circuits over fiber, which allows for far greater resiliency than traditional copper PRIs.

Similarly, Foremost will leverage the fiber to be constructed to City Hall in order to provide the requested Dedicated Internet Access circuit. This circuit will deliver internet bandwidth from other POPs on the greater Foremost network. Traditionally, Foremost has used high quality Tier 1 carriers located at different strategic points on its network, increasing traffic with carriers based on experience, and taking advantage of carriers that have nearby direct peering. Current backend Tier 1 providers include Level 3 (both the major Dallas and Houston gateways using diverse transport), NTT (two different POPs in different locations within the Dallas Infomart at 1950 Stemmons Freeway), Cogent (two different POPs), and PCCW. Foremost is currently determining what changes to make to its mix for 2019.

Value Added

Foremost has elected to offer additional services/features as part of the proposal in order to provide best value to the City.

In all Options proposed, Foremost has included 10,000 minutes of free 48 State outbound long distance for the proposed PRI service. This long distance is over and above the standard Valley Wide free calling scope that is provided with Foremost PRIs.

In all options proposed, Foremost has also included a pair of Dark Fiber between City Hall and Police Department to serve whatever purpose the City desires, such as data replication between sites. This service is of particular value, as it is only limited by the equipment the City elects to light it with.

Finally, Foremost has offered a heavily discounted, firm 5 year option should the City find that to its advantage. Please see the included pricing quote for full details.

4.2.3 Company Background

Foremost Telecommunications is a Texas Corporation based in Texas. Foremost Telecommunications was incorporated in 1989 and started providing telephone service in 2002 under authority of the Texas Public Utilities Commission. Foremost Telecommunications is regulated by the Texas PUC and the FCC.

Foremost provides telecommunications and data services throughout the Rio Grande Valley and state wide. Over the span of 16 years Foremost has provided a full range of telecom services to its customers, including the design, implementation, and management of our own fiber-ring infrastructure. Foremost's extensive experience in every step of fiber internet and wide-area network architecture and deployment make it uniquely suited to handling data projects of considerable size, scope, and complexity.

The main office address is as follows:

Foremost Telecommunications Corporation
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

info@foremosttelecom.com (our general email)
billing@foremosttelecom.com (billing)
support@foremosttelecom.com or support@foremost.tel (our support email)

City of Weslaco Project Management Staff

Carl Lerman, Project Manager
956-507-4014 x4482 lerman@foremost.tel

Larry Serrata, Project Manager
956-507-4014 x4454 serrata@foremost.tel

Arturo Garcia, Senior Account Manager
956-588-4444, arturo.garcia@foremost.tel

Ruben Meza, Account Manager
956-424-4444, ruben.meza@foremost.tel

Debbie Wagner, Service Delivery Manager
956-507-4014 x4485 wagner@foremost.tel

Lawrence F. Halcomb, Inside Sales and Customer Service Manager
956-507-4014 x4403 lawrence@foremost.tel

Chris Eastin, Network Operations
956-507-4014 x4481 eastin@foremost.tel

The primary project managers for products and services provided to City of Weslaco are Mr. Carl Lerman and Mr. Larry Serrata. Mr. Lerman and Mr. Serrata have over 70 years of combined experience in the telecommunications industry.

The primary account manager for billing and inside sales is Debbie Wagner. Ms. Wagner has over 30 years of experience in the telecommunications industry.

Senior management under the direction of the President Dr. Larry Halcomb has over 100 years of combined experience in the networking and telecommunications arena.

The Foremost broadband network was designed by a CCIE on staff and implemented under his guidance.

Foremost Telecommunications has considerable experience providing Telecommunications, Internet (Traditional or Fiber delivered), and Data services in addition to the design and implementation of large-scale Fiber and Wide Area Network solutions. Foremost has undertaken a number of extensive projects over the previous 5 years, including but not limited to:

Laredo ISD WAN, Dedicated Internet Access, and Telecommunications Services -

Foremost constructed its own fiber to build a resilient fiber network connecting the District hub to schools District-wide. Foremost also constructed from the Foremost Laredo POP to the District HUB in order to provide a high capacity dedicated internet connection. Foremost also provides phone service to the District Hub sites. The project was partially supported with special construction.

McAllen ISD WAN-

Foremost constructed its own fiber to build a city-wide fiber network connecting the District hub to all schools District-wide.

Pharr-San Juan-Alamo WAN, Dedicated Internet Access, and Telecommunications Services-

Foremost constructed its own fiber to build a fiber network connecting the District hub to District-wide. Foremost also constructed from the Foremost Pharr POP to the District Hub site in order to provide a high capacity dedicated internet connection. Foremost also provides phone service to the District Hub site as well as campuses district wide delivered over fiber.

Brownsville ISD WAN, Dedicated Internet Access, and Telecommunications Services-

Foremost constructed its own fiber to build a resilient fiber network connecting the District hub to all schools District-wide. Foremost also constructed from the Foremost Brownsville POP to the District HUB in order to provide a high capacity dedicated internet connection. Foremost also provides phone service to the District HUB, as well as to each campus.

Foremost Telecommunications
Federal ID #75-2299731
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

4.2.4 Evidence of Responsibility

Foremost has the full means to be responsible for all aspects of this project. Please see the subsequently included letter affirming Foremost's fiscal reliability in addition to the included certificate of insurance for evidence as to our financial resources.

Regarding the services being requested by the City of Weslaco, Foremost has had considerable experiencing designing and building internet and WAN fiber solutions. Foremost has designed and implemented fiber solutions not only for its own redundant, company-owned fiber infrastructure but for many state entities as well, some of which are as follows. A number of these solutions are extensive both in their complexity and the number of sites serviced by our design.

Laredo ISD WAN, Dedicated Internet Access, and Telecommunications Services -

Foremost constructed its own fiber to build a resilient fiber network connecting the District hub to schools District-wide. Foremost also constructed from the Foremost Laredo POP to the District HUB in order to provide a high capacity dedicated internet connection. Foremost also provides phone service to the District Hub sites. The project was partially supported with special construction.

McAllen ISD WAN-

Foremost constructed its own fiber to build a city-wide fiber network connecting the District hub to all schools District-wide.

Pharr-San Juan-Alamo WAN, Dedicated Internet Access, and Telecommunications Services-

Foremost constructed its own fiber to build a fiber network connecting the District hub to District-wide. Foremost also constructed from the Foremost Pharr POP to the District Hub site in order to provide a high capacity dedicated internet connection. Foremost also provides phone service to the District Hub site as well as campuses district wide delivered over fiber.

Brownsville ISD WAN, Dedicated Internet Access, and Telecommunications Services-

Foremost constructed its own fiber to build a resilient fiber network connecting the District hub to all schools District-wide. Foremost also constructed from the Foremost Brownsville POP to

the District HUB in order to provide a high capacity dedicated internet connection. Foremost also provides phone service to the District HUB, as well as to each campus.

Other Projects

Foremost has over 50 POPs/distribution networks in South Texas. Foremost delivers services to over 25 schools and libraries. Foremost has also built fiber to numerous other school districts including Jim Hogg County, Victoria, Kingsville, Corpus Christi, Harlingen, Weslaco, Edinburg, Mission and others. Foremost has also been awarded the Edinburg CISD dark fiber WAN project and the Region 1 dark fiber WAN project which are also special construction projects. ECISD has been funded and is in progress. ESC Region 1 is pending funding by USAC.

In addition to Foremost's previous experience in offering and designing similar solutions, our management staff also has many years of experience in the telecommunications industry:

Account Managers: Debbie Wagner (30 years of experience with Global Telecom and Foremost) and Lawrence Halcomb (15 years of experience with Foremost)

Support Managers: Chris Eastin (25 years of experience with more than half of his career at Foremost), Larry Serrata (30 years of experience), and Carl Lerman (40 years of experience); and Outside Plant: Luis Limon (35 years of experience building fiber networks) and Joe Mankowski (30 years of experience).



LAWSON & COMPANY CPAs, LLC

4509 Rowlett Road
Rowlett, TX 75088

Phone: (972) 475-0644
Fax: (972) 412-2037

www.LawsonCPAs.com

January 14, 2019

Dr. Larry Halcomb
P.O. Box 1223
Plano, TX 75026

Re: Foremost Telecommunications Corporation

Dear Dr. Halcomb:

At your request, we submit the following information.

We are a full-service public accounting firm.

Our firm prepared the Federal income tax return for Foremost Telecommunications Corporation for tax year 2017. Further, our firm is the successor firm of Richard Witmer CPA, who prepared at least the past ten years of tax returns as well as performed business consulting and tax planning services for the same period.

We prepared Foremost Telecommunications Corporation tax return in accordance with the applicable IRS rules and regulations solely for filing with the IRS using information provided by the Corporation. As a result, the tax return was neither audited nor verified by our firm. According to the corporation tax return prepared by our accounting firm, Foremost Telecommunications Corporation reported taxable income and paid Federal income tax for 2017 and, based on prior data from Richard Witmer CPA, also for tax years 2010 through 2016. The 2018 tax return has not yet been completed.

Please let me know if you need anything additional.

Sincerely,

Kevin Lawson CPA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078	CONTACT NAME: Greg Klement	FAX (A/C, No): (972) 562-7129	
	PHONE (A/C, No, Ext): (972) 562-7455	E-MAIL ADDRESS: greg@klementagency.com	
INSURED Foremost Telecommunications Corporation P.O. Box 261160 Plano TX 75026-1160	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : LIBERTY MUTUAL		051116
	INSURER B : TEXAS MUTUAL INSURANCE		019746
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	X	BKS1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	BAA1957332862	09/13/2018	09/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
A	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐	X		USO1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 RETAINED LIMIT \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF0001290033--18	07/01/2018	07/01/2019	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY	X	X	BKS1957332862	09/13/2018	09/13/2019	BUILDING LOC #4 368,732 CONTENTS (4 TOTAL LOC) 298,822 DEDUCTIBLE 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AI 112022

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Fax: () -

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ACORD 25 (2010/05)
CONFIDENTIAL

Foremost Telecommunications
Federal ID #75-2299731
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

4.2.5 Project Approach / Management

Management Plan

Design, engineering, permitting, and management of the construction portion will be performed entirely by Foremost using its internal staff. The primary project manager for the services to City of Weslaco is Mr. Larry Serrata. Mr. Serrata would arrange meetings and conference calls with the district and coordinate implementation. The secondary project manager is Joe Mankowski who also is heavily involved in the fiber splicing design.

For additional information about our Support and Support Escalation, please see the included Support Escalation document. For additional information on other departments that will support secondary aspects of the proposed services, such as billing, please see the narratives included in other sections of this response.

Timeline (anticipated)

Day 1	Project Awarded, PO issued, Service Orders Signed
Days 2-21	Site surveys are performed and route adjustments (if necessary) are designed. Permits are drafted and submitted in accordance with the route design
Days 51-121	Permits are received and segments are released to construction as available
Days 52-143	Construction begins as permits for segments become available.
Days 73-160	Construction segments are completed, spliced, and tested. Project is ready for turn up.

Responsibilities of the City

The City will be need to work with Foremost to implement addressing as appropriate for a MPLS Layer 3 topology, as well as connecting City equipment to the Foremost handoff at each premise. The City will also need to interface with Foremost staff to determine site entrance requirements. Any trouble shooting in the course of installation or operation of the service will need the assistance and cooperation of City IT personnel with Foremost staff in order to determine the cause and resolution of any issues.

Foremost Fiber Construction Guidelines

Design

The Foremost fiber map identifies primary anchor sites (distribution points) to be served with the fiber system and a business based path if possible to facilitate routing of the fiber cabling. For the design component of this project, Foremost will verify continuity for fiber path or modify fiber path to avoid obstacles and obstructions. The design phase of this project shall validate the proposed route and identify right-of-way (ROW) required to complete each fiber segment. The design phase will also require site surveys to determine status and any potential issues with proposed anchor sites. The proposed locations for hand holes, slack spans, and potential aggregation point for expansion of the network will also be outlined during the design.

Engineering

From the approved fiber design documents, Foremost Telecommunications will generate construction ready documentation providing running line detail, identifying key obstructions and potential issues and providing construction level detail required for state, local and regional permitting.

Permits

Foremost will generate construction permit applications for fiber cable running line and crossings of state, county, regional and local entities owning and/or controlling the ROW required for continuity. Foremost shall create permit package for each entity and identify and document any permit fees required by each entity for processing or licensing of ROW.

Construction

Foremost shall construct fiber segments linking the identified sites. Fiber will comply with ITU G.655 standards. Foremost uses a minimum of 1 ¼" HDPE duct or other industry standard installation methodology is required for new underground construction fiber paths in the ROW. All work complies with all NEC, EIA/TIA, NFPA, OSHA, State of Texas and Federal Codes and Regulations.

Test and Document

Full test documentation will be provided for all terminated and/or connectorized fiber segments when spliced into final (project complete) configuration. Final construction "as-builts" will be provided on request for all fiber paths under nondisclosure.

Project Management

- 1 Selected contractor and its subcontractors will provide all project management to accomplish the installation of all project work as outlined in the Statement of Work.
- 2 Provide engineer(s), certified on selected fiber system specifications and procedures to manage all phases of project as outlined in this proposal. This includes ordering and managing the bill of materials as outlined below, directing and managing cable placement and restoration, directing and managing splicing crews and providing detailed documentation at the end of the project.
- 3 Selected contractor and its subcontractors will develop a project management plan, which will include a milestone chart. The milestone chart will outline any critical path events and then track these with the appropriate agency/organization whether; selected contractor, a selected contractor subcontractor, Vendor, or District.

Material Management

- 4 Selected contractor and its subcontractors will provide all material management to ensure that the project remains on track according to the project milestones.

Property Restoration

- 5 All cable routes, which are plowed, will be restored to as near to original condition as possible.
- 6 Bore fiber optic cable through innerduct/conduit/handhole system
- 7 Plow fiber optic cable in accordance with selected contractor installation specifications.
- 8 Install customer approved hand-holes and place marker/locator posts.
- 9 Customer will provide entry/exit holes into buildings for routing cables to distribution frames unless otherwise noted.

Install and Splice Hardware at Head Ends and in the Field

- 10 Install optical hardware and splice field cable to equipment tail at head ends and splice tail to prestubbed hardware with SC pigtails.
- 11 Prep closures, cables, fibers and splice fibers at all field locations
- 12 Fiber to fiber fusion splicing of optical fibers at each point including head ends.
- 13 Individual splice loss will be ~ 0.10 dB for single-mode unless after 3 attempts these values cannot be achieved, then the fibers will be re-spliced until a splice loss within 0.05 dB of the lowest previous attempts is achieved. Splice loss acceptance testing will be based on the fusion splicer's splice loss estimator.

Final Testing

- 14 In addition to splice loss testing, selected contractor will perform end-to-end insertion loss testing of single-mode fibers at 1310 nm and 1550 nm from one direction for each terminated fiber span in accordance with TIA/EIA-526-7 (OFSTP 7). For spans greater than 300 feet, each tested span must test to a value less than or equal to the value determined by calculating a link loss budget.
- 15 Inspect each terminated single-mode fiber span for continuity and anomalies with an OTDR at 1550 nm from one direction in accordance with OTDR operating manual.

Documentation

- 16 Provide final documentation consisting of:
 - 16.1 Route "As-Built" Maps/Diagrams
 - 16.2 End-to-End Insertion Loss Data
 - 16.3 OTDR Verification
 - 16.4 Individual Splice Loss Data

General Scope of Work

- 17 Placing of new (2 strand) SM cable to provide connectivity between the eligible facilities as noted in Pricing Sheets.
- 18 Placing of associated hand holes, marker posts, locator posts, inner duct, and miscellaneous materials.
- 19 Splicing of fiber optic cables as specified.
- 20 Procuring and Provisioning of hand holes and miscellaneous materials required to accomplish the above.

Bid Specifications

- 21 All splicing shall be by the fusion method.
- 22 All splicing enclosures and Hand Holes shall be of a type to be determined by the vendor.
- 23 All Hand Holes shall be (State) DOT approved, 45,000 lb. load rated CDR or comparable enclosures.
- 24 Any plowed cables shall be placed at a depth of 36" along roadways and 24" on private property.
- 25 All road and driveway bores shall be at a depth of 36" and will have a 2" inner duct placed within.
- 26 All buried splice locations will be marked with a locator post and a copper ground wire shall be attached to the splice closure/cable sheath.
- 27 Buried marker posts shall be placed every 1500'.

- 28 A warning tape shall be placed 12" above the buried cable.
- 29 All highway shoulders, schoolyards, and ditch lines will be compacted and restored to satisfactory condition.
- 30 All DOT encroachment permits, railroad encroachment permits, and National Park Service permits shall be submitted by Vendor in accordance with the permitting agency requirements.
- 31 The applicant shall be responsible for the payment of any permitting fees and shall be the owner of said facilities.
- 32 Contractor shall furnish an as-built drawing to the owner.
- 33 Contractor shall perform an end-to-end continuity and loss test on each spliced fiber segment and provide the owner with the db loss of each fiber segment.
- 34 Contractor shall be responsible for submitting the appropriate locate requests.
- 35 All cables to buildings shall be fusion spliced within a minimum of 50' of entering a building at a location to be determined by the owner with an existing singlemode fiber and terminated at customer's rack.
- 36 A minimum of 100' coil of cable shall be left in each Hand Hole/Building for splicing use.

Right-of-Way Acquisition & Permitting

- 37 Vendor is responsible to ensure that all cable routes have approved access and rights-of-way for all proposed cables installations.
- 38 Vendor will provide any information or points of contact to allow selected contractor and its subcontractors to facilitate the route prep "Make-ready" and actual cable installation.
- 39 Vendor is responsible for pulling all required construction permits.

Route Maps

- 40 Vendor is responsible for providing; maps in kmz file format, drawings or aerial photographs of the route

Termination and Splicing locations

- 41 Vendor will in conjunction with Owner designate/decide on all termination locations, whether inbuilding, outside plant or in customer premises. This will include all hand-hole or manhole locations.

- 42 Vendor will in conjunction with Owner designate/decide on all field splice locations, in-building splice locations (if applicable), or other splice locations necessary to connect the network.

Final Inspection

- 43 The Owner will provide at their discretion a person(s) to witness any final testing or construction verification. The person designated by the Owner will be required to initial/provide acceptance of any results. This person(s) will represent the Owner during any and all acceptance testing. This does not relieve the selected vendor from providing agreed upon documentation or absolve the selected vendor of any warranty support.

Communications

- 44 Vendor is responsible for all communications with its customers or other interested parties concerning the proposed construction. Notification of any person(s) affected by this construction is the responsibility of Vendor.

Foremost Telecommunications
Federal ID #75-2299731
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

4.2.6 Services and Cost Proposal

SERVICE LEVELS PROVIDED

Provide standard installation time frames, response to issues, escalation procedures and restoration time periods for all services proposed.

Foremost has included in this proposal documents addressing the above procedures. Please see the attached:

- **Standard Policies Document**
- **Maintenance Routines Document**
- **Support and Escalation Document**

For Project Timeline, please see the included Project Timeline included in the Project Approach and Management Section.

In the case fiber cut does happen, Foremost will first examine all available information about impacted service to determine which segment of fiber contains the cut. Once this is determined, a team will be dispatched with the appropriate equipment to take light measurements from both directions, which will determine the specific location of the cut. After the location is identified, a fiber splicing/repair team will be dispatched to that location.

Once on site at an aerial fiber cut, the splicing/repair team will need to assess the damage to the fiber and initiate repair procedures to restore service. The duration of repair is difficult to estimate without knowing the circumstances. Under many fiber cut scenarios, a two to four hour repair time frame is not possible for any provider. Cuts to buried fiber will almost certainly take far longer to repair.

One key to fast repair is stock critical key components near. Foremost owns its own equipment and uses both in house and outside contractor crews for repairs and splicing should it be necessary. Foremost is establishing a new yard in the area to allow faster dispatch of trucks for common scenarios. Most repairs can be performed by our local crews. For some issues a mean time to repair a fiber issue of two to four hours can be supported. All other non-fiber issues will have a four hour mean time to repair.

SERVICES

Provide responses to the following questions and requests for information:

Is the designated vendor representative assigned for implementation, coordination, account maintenance, and review of problems? If so, specify such in detail.

Foremost has included with this proposal (in the cover letter) contact information for Mr. Lawrence F. Halcomb for any questions about the submission of this proposal.

For any concerns on unresolved account issues, maintenance, or billing inquiries, the appropriate contact will be the assigned Foremost Project Manager, Mr. Larry Serrata, or the Senior Account Managers, Mr. Ruben Meza and Mr. Art Garcia. For all other issues, please see the included Support and Escalation Document as well as the Customer Billing Support document.

Is 24-hour customer service included? If so, please provide methods of access.

24-Hour Customer Service is included with this proposal. Please see the attached Support and Escalation Document for our customer service numbers.

What is your process for addressing service interruptions during and after normal business hours (8:00 a.m. until 6:00 p.m.) and/or 24/7? Please provide detailed information.

The repair processes for outage related service interruptions are addressed extensively elsewhere in this proposal; however fiber cuts are treated as high priority events regardless of business hours.

Foremost maintenance windows are after hours except for maintenance performed on an emergency basis. Potential service disrupting maintenance is performed between 12:00-6:00 am. Low risk maintenance is performed during the evenings after the business/school day is over taking into account our 24x7 customers. Please see our Maintenance Routines Document for more information.

Do you have a local office for service? Will the City of Weslaco's account team be located within the county for the duration of the contract and after?

Foremost has maintained a long-standing office in Harlingen from which maintenance staff would be dispatched. Foremost is also in the process of expanding a new office in McAllen which can also support the services proposed and shares Hidalgo County with the City.

Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.

Foremost has included with this proposal (in the cover letter) contact information for Mr. Lawrence F. Halcomb for any questions about the submission of this proposal.

For any concerns on unresolved account issues, maintenance, or billing inquiries, the appropriate contact will be the assigned Foremost Project Manager, Mr. Larry Serrata, or the Senior Account Managers, Mr. Ruben Meza and Mr. Art Garcia. For all other issues, please see the included Support and Escalation Document as well as the Customer Billing Support document.

What type of managerial reports are offered (i.e. by number, location, service, etc.)? Are there reports available that show bandwidth utilization for each data service site?

Foremost can provide Bandwidth Utilization Reports for the requested services regularly or by requested via email.

How will the Vendor notify the City of Weslaco when an outage has occurred?

Foremost will notify the City via an email to a contact determined by the City.

What are the Vendor's Disaster Recovery Routing plans and capabilities to assure that the City of Weslaco will not experience down time and maintain service for an uptime percentage of 99.99%?

Disaster planning is an important activity at Foremost. Redundant power and equipment along with a simple design, common sense, and experienced personnel has served us well. We also stock critical key components to allow us to effect repairs if it becomes necessary. Foremost owns its own equipment and uses both in house crews and outside contractors for repairs and splicing should it ever be necessary.

Furthermore, the resilient network design, which provides "Any-to-Any" connectivity between sites, will insulate the city from a single point causing a total network failure.

All new service installations made during the term of the agreement shall terminate, at no additional cost to the City of Weslaco, upon expiration or termination of this agreement.

Foremost acknowledges this requirement.

As part of the Proposal response, the City of Weslaco is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working service/telecommunication lines (dial tone), so that the City of Weslaco can better determine the final installed number of services for fiscal year 2018-2019. The City of Weslaco will not be charged separately for this binding post inventory document.

Foremost will provide information requested regarding all Foremost dial tone to the City once awarded.

NETWORK CAPABILITIES

Provide a brief overview of your network capabilities, especially in regard to Quality of Service (QoS), reliability , redundancy, and fault tolerance.

Foremost Confidential

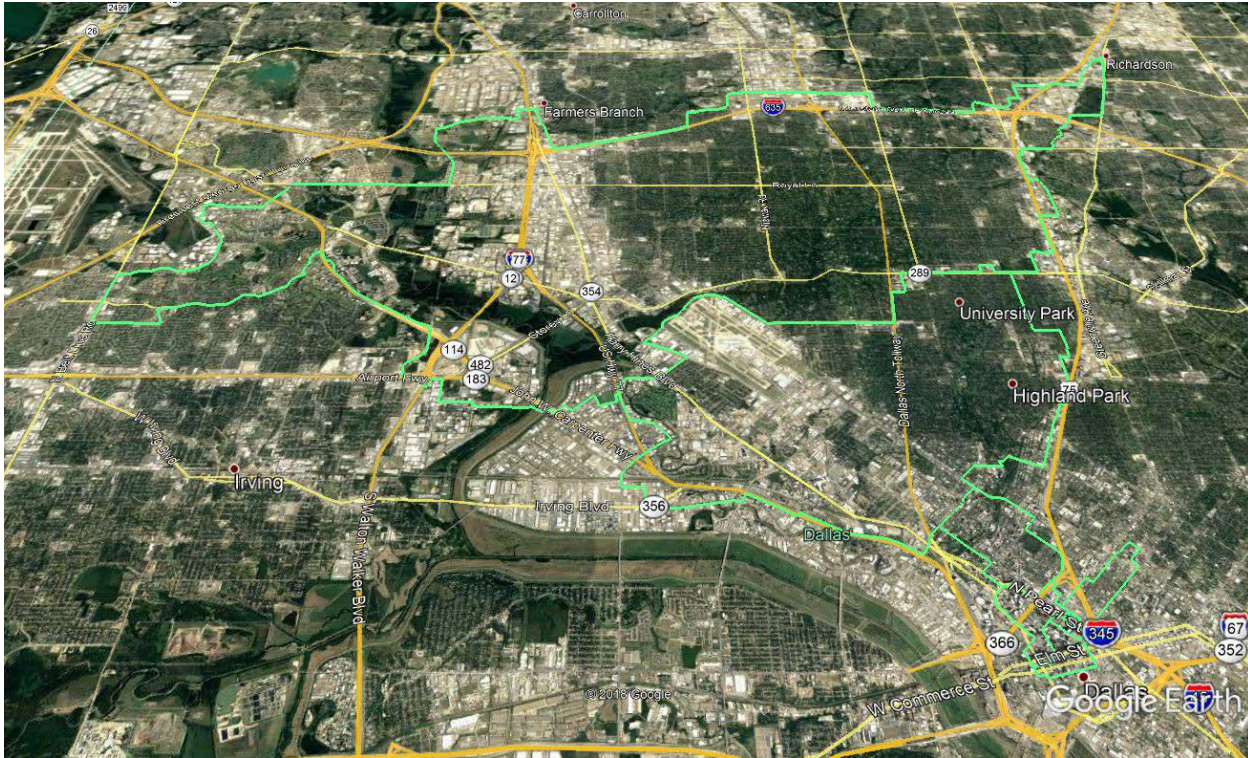
Data/Fiber Background and Capabilities

Foremost Telecommunications Corporation is a telecommunications carrier (CLEC) licensed by the Texas PUC and regulated by both the Texas PUC and the FCC. Foremost is an E-rate Provider in good standing with USAC and has participated in the E-rate program since the first round over twenty years ago. Foremost is a facilities based carrier and operates its own state wide network.

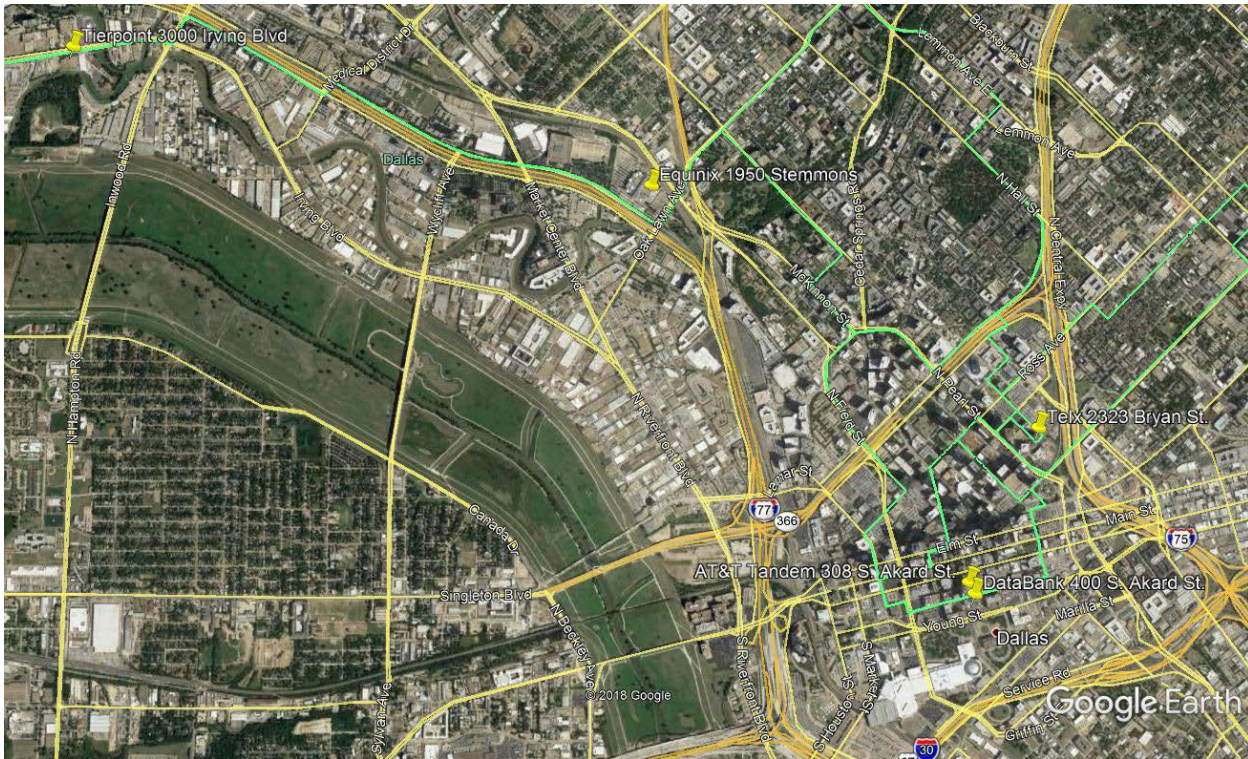
Foremost has been providing telecommunications services for over 17 years. Foremost has a state wide organization distributed over its five soon to be six physical offices and Foremost operated data centers. The Foremost Founder and President, Dr. Larry Halcomb, has over 35 years of experience. Every Foremost team (e.g. customer service and support, network operations, field operations, outside plant, etc.) is managed by a seasoned professional with 10-30 years of industry experience.

By investing in dark fiber in the Dallas area (the de-facto internet hub of the Southwest region) and establishing its own physical POPs, Foremost has a direct presence in the largest carrier hotels in Dallas. Adding peering and increasing capacity is simple given the emphasis and investment Foremost has made in fiber connectivity. Foremost has also placed a general emphasis on connectivity to major carriers organization wide so that builds are not necessary to increase capacity in any area, whether it be peering, public internet, or lit/dark transport.

The existing Foremost Dallas Fiber Ring is pictured below. The diverse underground ring includes diverse entrance to two Foremost data centers where collocation and hosting are available.



The Dallas Central Business District ring is pictured below:



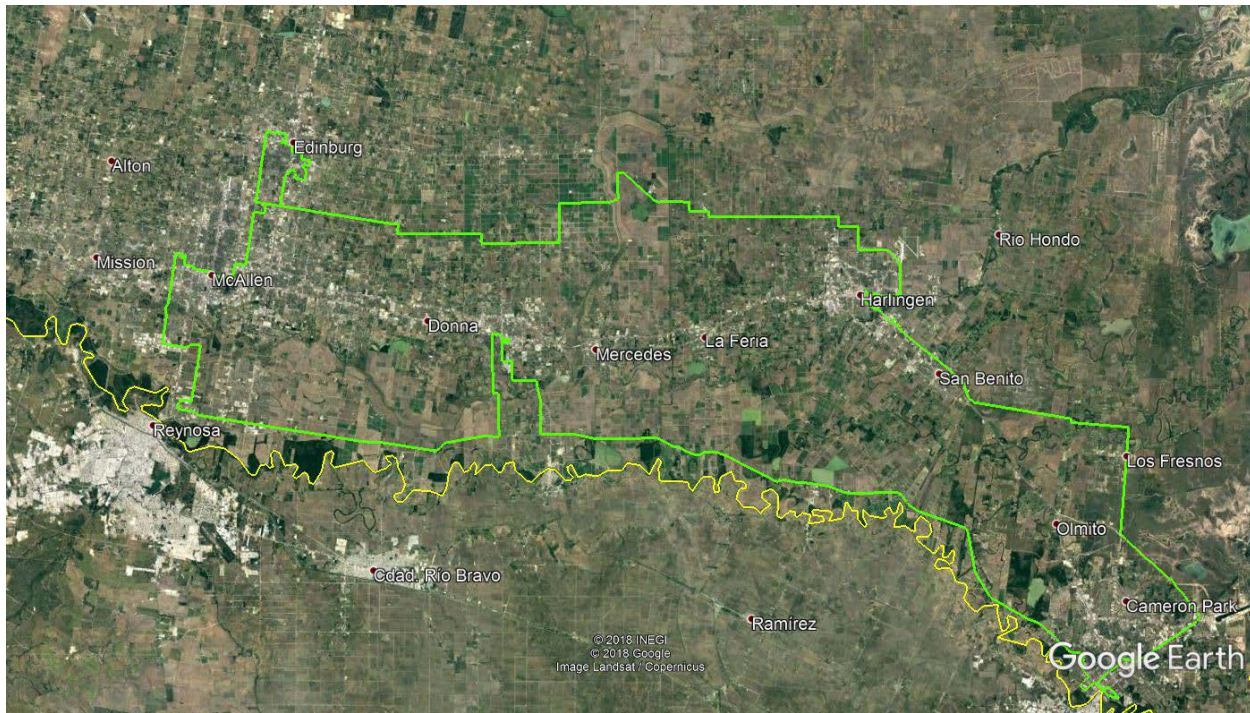
Foremost has an existing physical presence (equipment, diverse fiber, or both) at the following Dallas carrier hotels:

AT&T Addison LSO	5820 Alpha Rd	Dallas
Equinix DA1/DA3	1950 Stemmons	Dallas
AT&T Riverside Tandem	308 S Akard St	Dallas
Telx MMR	2323 Bryan	Dallas
Foremost Alpha Data Center	5757 Alpha Rd.	Dallas
Frontier Irving XA LSO	3500 N Belt Line Rd	Irving
Tierpoint Data Center	3000 Irving Blvd	Dallas
Level 3/CenturyLink POP	5757 Alpha Rd., 2nd floor	Dallas
Databank MMR	400 S. Akard St., Basement	Dallas

Several Equinix exchanges are major peering locations in Dallas where Foremost already has equipment and direct fiber cross connect capability. There are numerous regional and smaller exchanges in these locations that Foremost can easily add additional peering to, should it be worthwhile. All in all, Foremost has fiber direct cross connect access to over 300 carriers on its Dallas Fiber Ring, including every major carrier in Texas.

The Foremost internet backbone currently consists of numerous distribution POPs, which includes more than 15 POPs in Laredo and the Rio Grande Valley and 10 POPs in the greater Corpus Christi area. Foremost has designed and built hundreds of miles of fiber to deliver services to its customers in South Texas. This fiber is used to deliver a variety of data and voice services to school district, government, and enterprise customers. Foremost provides wide area network services, and/or 10 Gbps level Dedicated Internet Access services using Foremost built fiber to many school districts.

Foremost operates a diverse underground fiber ring which it uses to feed its distribution networks throughout the Rio Grande Valley. The Foremost RGV Fiber Ring is pictured below.

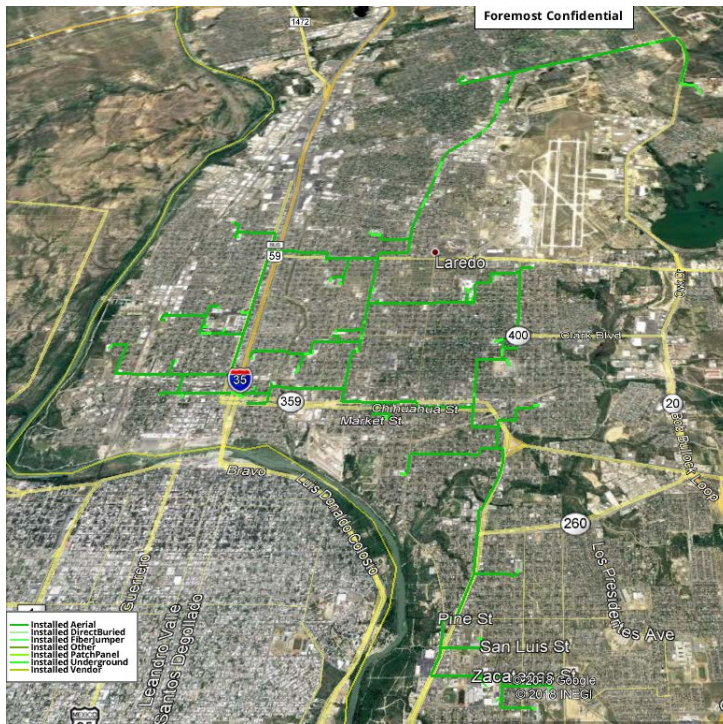


At each location, Foremost has built a distribution network and these networks are growing. Other locations and distribution networks are planned as well to support growth.

Foremost has also significant Laredo/Rio Grande Valley carrier connectivity. Foremost has built direct fiber interconnections to AT&T in multiple locations, CenturyLink/Level 3, VTX in multiple locations, Windstream in multiple locations, and others.

Foremost also operates a major POP in Laredo, where it has built fiber to three other carrier POPs, is near net to several other carrier POPs, and has constructed its own fiber in the area. The construction included two fiber rings as pictured below (west and east) and fiber to every Laredo ISD location. This network was designed so that every school has two routes back to a hub site.

The Laredo area network is pictured below:



The Rio Grande Valley and Laredo networks as a whole are fed from multiple directions with traffic flowing to/from Dallas, Corpus Christi, and San Antonio. Foremost is currently augmenting its lit transport and will be making use of leased dark fiber to increase capacity as necessary (plans in this area can discussed under nondisclosure).

The Foremost owned and operated data centers in South Texas (Corpus Christi, San Antonio, Harlingen, McAllen), consistent with Foremost philosophy, have fiber connectivity to a large number of carriers. The Foremost location at 606 N. Carancahua St. has access to over 10 major carriers. The Foremost location at 100 Taylor St. (two leased suites in the building in addition to a full rack in the building MMR) has access to over 30 carriers, most of them major carriers. The Foremost locations in Harlingen/McAllen have access to over 20 carriers, most of them major carriers.

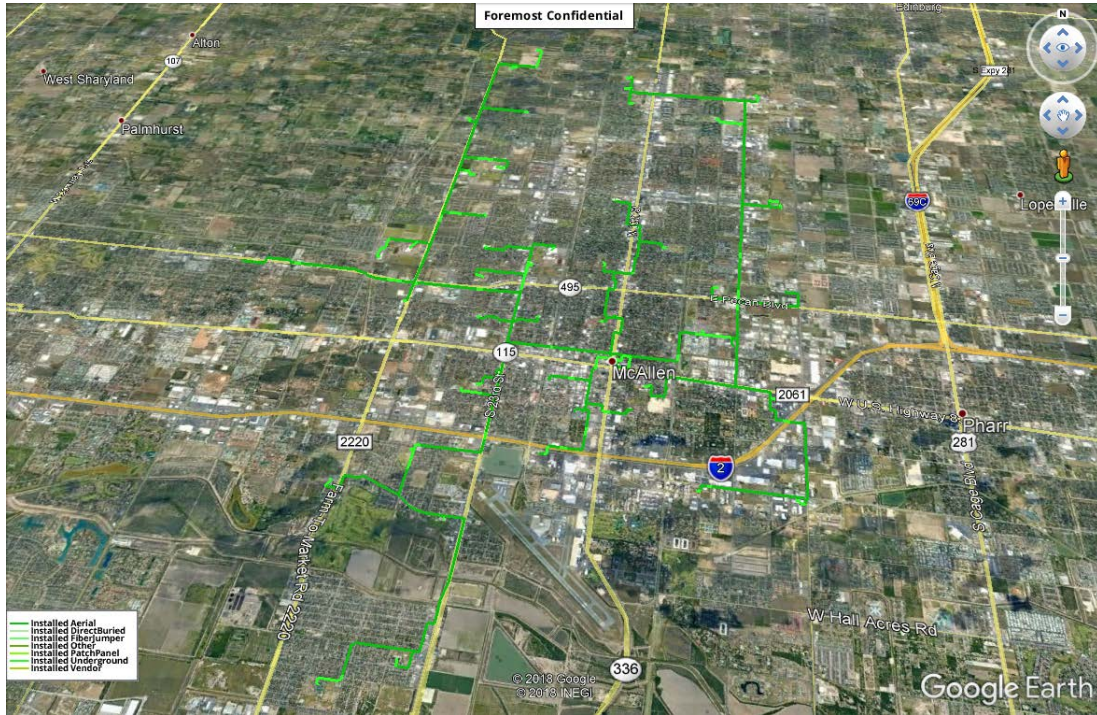
Foremost utilizes dual core routers in all of its POPs for resiliency and upgrades its network on an ongoing basis and as necessary to meet customer needs. Additional hardware upgrades would be performed as more ports/higher speeds are required. Foremost has a CCIE on staff to assist with the evolution of our network and upgrades.

Foremost has its own offices and data centers in Harlingen, McAllen, San Antonio, and Corpus Christi, which include redundant power and generator capability.

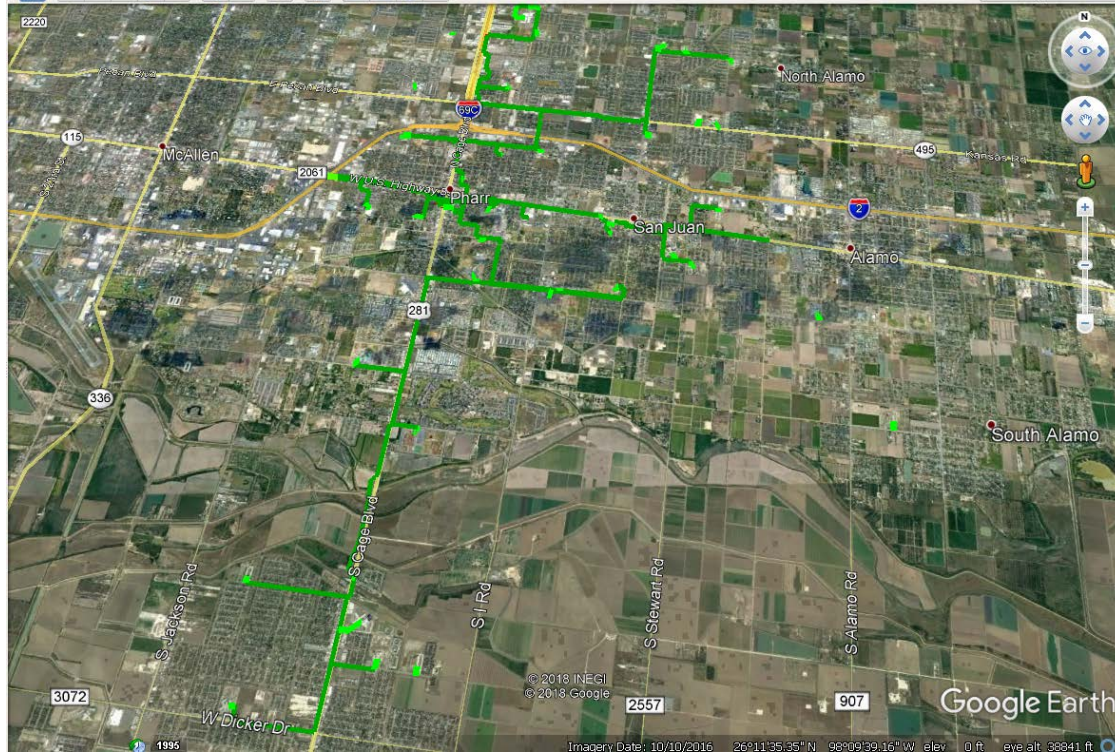
In Corpus Christi, Foremost is distributed across five suites in the Wilson Plaza with diverse entrance on both Carancahua and Upper Broadway streets. In addition to its POP at this location Corpus has five additional POPs within the City of Corpus Christi. Foremost has diverse fiber between its major POPs

at the Wilson Plaza and 408 N. Carancahua (Foremost underground fiber on both Carancahua and Upper Broadway).

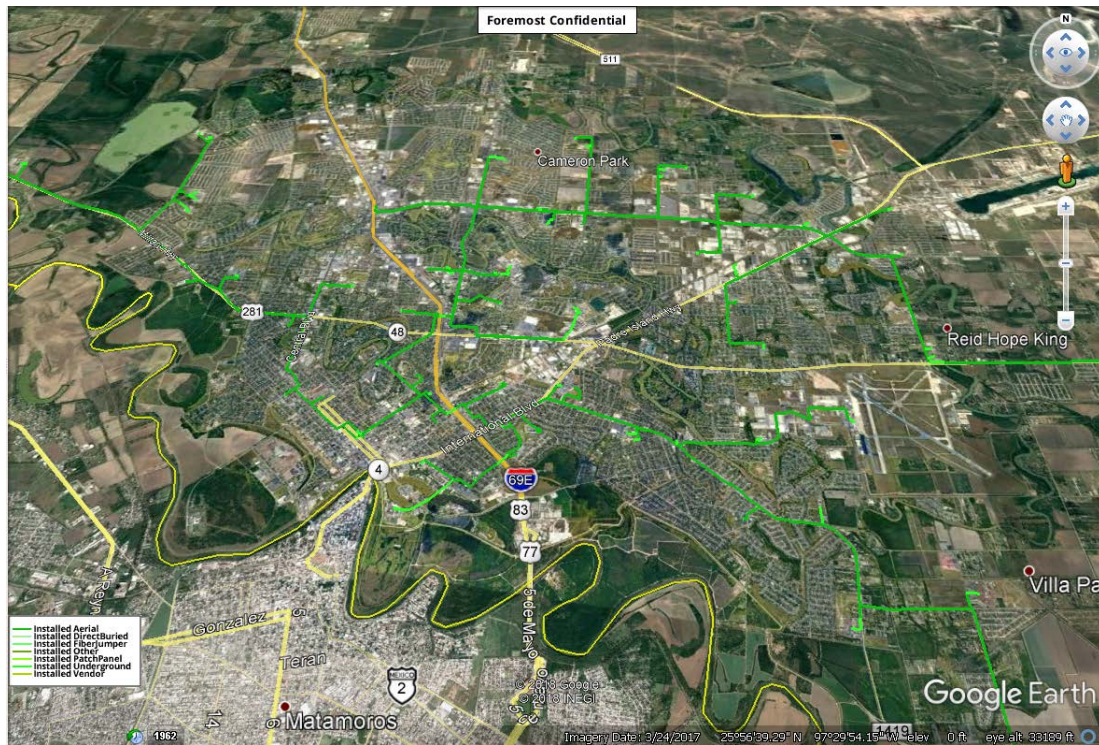
Other examples of Foremost wide area networks built for school districts include McAllen ISD:



Pharr San Juan Alamo ISD:



Brownsville ISD:



Foremost Telecommunications Corporation (Foremost)
Federal ID #75-2299731
515 E. Jackson St.
Harlingen, TX 78550
(956) 507-4014 voice
(956) 507-4015 fax

Standard Policies for Service Moves, Adds, and Changes

Changes to Customer Service (Moves, Adds, Changes, etc)

All changes to the Customer Services must be pre-approved in writing by both parties via execution of a new Service Order. Customer-requested changes to a signed service order will result in additional charges (NRC – Non-recurring Charges and/or MRC – Monthly Recurring Charges) to Customer. Foremost will notify Customer of any additional allowable charges that will result from any requested change or other allowable events. Upon receipt of such notice, Customer may withdraw the change request and accept the original agreed upon Customer Services or proceed with a potentially revised implementation schedule, and Foremost will bill the Customer for the additional charges.

New Services

Requests for New Services must be in writing. All charges (NRC and/or MRC's) associated with installation of the New Service will apply. New contract rates and term will be negotiated with new contract unless already provided for under the original agreement.

Changes to Service

Requests for Service changes, configuration changes, Order cancellations or Service expedite must be in writing and must be coordinated with Customer's Foremost Telecommunications Account Manager. The charges (NRC and/or MRC's) associated with these changes are set forth in the Agreement.

Service Moves

Requests for Service moves must be in writing and will be implemented as a coordinated disconnect and install between the old and new locations. All charges (NRC and/or MRC's) associated with installation of the Service at the new location will apply. However, the original Order Term that was in effect for the moved location will remain in effect and will not be extended due to the move unless otherwise negotiated.

Disconnection

Customer's requests to disconnect services must be in writing ("Disconnect Request"). Foremost Telecommunications will use commercially reasonable efforts to complete Disconnect Requests within 60 days of receiving Customer's complete Disconnect Request. If Customer disconnects services prior to the end of the Order Term, the applicable contract termination charges will apply.

Foremost Support and Escalation

Main Numbers:

956-507-4400	(Rio Grande Valley)
469-554-4400	(Dallas)
361-929-4400	(Corpus Christi)
956-284-4400	(Laredo)
210-239-4400	(San Antonio)

Tier I

Call your preferred number listed above and follow the prompts to reach a member of the Customer Service and Support Team in order to report trouble. Please have the following information available:

- Description of the problem
- Locations affected and access hours
- Local Contacts
- Telephone numbers (wireless numbers please)

Make sure to receive a ticket reference number; this number allows us to quickly look up the progress on resolving your trouble should you call again. You can also send the above information to support@foremosttelecom.com and you will receive a ticket number via email or a return telephone call.

If this is an emergency and you do not get a quick response you can also call our emergency outage number which is 1-800-503-4672 and give the operator the above information.

Tier II

After two or more hours from initial contact, if you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier II. Call the same number listed above, and after the prompt dial the extension below.

Christopher Eastin
Ext 4481 or 956-867-2433 (cell)
eastin@foremost.tel

Tier III

If after four hours from initial contact, you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier III.

Carl Lerman
Ext 4482 or 903-219-7120 (cell)
lerman@foremost.tel

Tier IV

If after eight hours from initial contact, you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier IV.

Larry Halcomb
Ext 4408 or 469-444-4252 (cell)
halcomb@foremost.tel

Foremost Customer Billing Support

Email preferred with backup if needed: billing@foremosttelecom.com

Main Numbers:

(956) 507-4400 (Rio Grande Valley)

Tier I

Call your local number listed above and follow the prompts or email billing@foremosttelecom.com to contact the Billing department.

Tier II

After two or more days from the initial contact, if you feel that the issue is not resolved/being resolved to your satisfaction, you may escalate the ticket to Tier II. Call the same number listed above, and after the prompt dial the extension below.

Theodora Elorza

Ext 4418

elorza@foremost.tel

Tier III

If after eight days from the initial contact you feel that the issue is not resolved/being resolved to your liking, you may escalate the ticket to Tier III.

Lawrence Halcomb

Ext 4408

halcomb@foremost.tel

956-507-4408 (office)

972-365-5400 (cell)

4.2.7 Customer References



Customer Name Address City, State, Zip	Customer Contact Name/Phone Number/E-mail	Project Description	Date of Project Completion	Public Entity Yes or No
Laredo I.S.D. 1702 Houston Street Laredo, TX 78040	Miguel Muñoa (956) 273-1301 mmunoa@laredoisd.org	Telephone Services, 10 Gbps Internet Access, Foremost Fiber WAN District Wide, including resilient rings.	2017	Yes
Pharr-San Juan- Alamo I.S.D. 601 E. Kelly Pharr, TX 78577	Daniel Saenz (956) 354-2150 daniel.saenz@psjaisd.us	Telephone Services, 6 Gbps Internet Access, Foremost Fiber WAN District Wide	2018	Yes
Brownsville I.S.D. 1900 Price Road Brownsville, TX 78521	Todd Nichols (956) 554-2702 todda@bisd.us	10 Gbps Internet Access, Telephone Services, and Foremost Fiber WAN District Wide	2015	Yes
McAllen I.S.D. 2185 North Broadway McAllen, TX 78501	Judith Escamilla (956) 632-3238	Foremost Fiber WAN District Wide	2016	Yes
Edinburg I.S.D. 411 N. 8th Avenue Edinburg, TX 78539	Raul Hernandez (956) 289-2325 Ext: 2122 rl.hernandez@ecisd.us	10 Gbps Internet Access, and Foremost Fiber WAN District Wide	June 2019	Yes

Foremost Telecommunications
Federal ID #75-2299731
515 E. Jackson St.
Harlingen, TX 78550
956-507-4014 (voice)
956-507-4015 (fax)

4.2.8 Exceptions Document

3.9 ADDITIONAL INFORMATION FOR THE PROVIDERS

The City of Weslaco reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
- Award a contract for any or all parts of the RFP to one or more service providers and negotiate terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s)

While Foremost does not directly take exception to this section, as the Foremost solution is proposed with significant discounts based on quantity and length of commitment, any substantial change in service levels or quantities could affect pricing.

I) COMMENCEMENT OF SERVICES: The City of Weslaco shall have no obligation to pay for services performed before the contract is signed or after it ends. The City shall have no obligation to pay for services in excess of the monetary amount of the award. The City shall have no obligation to pay for services until all services are installed, tested and put into production for all City facilities. The City shall have no obligation to pay for services before a purchase order/invoice is issued.

Foremost will require a signed Foremost Service Order and/or a City Purchase Order to commence work on this project. The City will work with Foremost to put services in production as they are available.

c) CONTRACT RESERVATIONS: The City of Weslaco reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The City of Weslaco materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The City of Weslaco to

damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, or governmental restrictions, The City of Weslaco reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental action, The City of Weslaco reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

Foremost must be provided a reasonable opportunity to cure any defects prior to termination for cause. While Foremost does not anticipate any scenario in which the City would find it necessary to replace Foremost services, under no circumstances will Foremost be responsible for any cost incurred by the City in replacing Foremost services.

a) SUBMISSION OF INVOICES: Vendor agrees to accept the line item price on the purchase order/invoice as final payment. All invoices are to be submitted promptly showing: Purchase Order/Invoice number and name and address of recipient and mailed to The City of Weslaco Finance Department, 255 S Kansas Avenue, Weslaco, Texas 78596 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material/equipment to the appropriate location at the time of delivery.

Foremost provides all invoices in electronic format, which is configured to allow for easy printing by customers. Additionally, there are certain telecommunications taxes and fees to which even tax exempt entities such as the City are required to pay, no matter the provider. Therefore, the line item price as final amount is not feasible for the scope of services to be provided under this RFP.

CONFIDENTIAL TELECOM SERVICES QUOTE



QUOTE #	AAAQ1436
DATE	Jan 24, 2019

To
CITY OF WESLACO

Foremost
515 E. Jackson Ave
Harlingen, TX 78550
(956)-507-4444

SALESPERSON

Arturo Garcia

TERM

36 Months

DESCRIPTION	NOTES	UNIT PRICE	QTY	MONTHLY PRICE	INSTALL
Option One					
No Bid					
Option Two A: 36 Month Term with Two One-Year Optional Extensions					
City Hall					
PRI		\$395.00	1	\$395.00	\$0.00
MPLS Layer 3	10 x 10 Gbps	\$2,995.00	1	\$2,995.00	\$0.00
Dedicated Internet Access	1 x 1 Gbps for Facilities	\$900.00	1	\$900.00	\$0.00
Dedicated Internet Access	1 x 1 Gbps for Guest Wifi	\$495.00	1	\$495.00	\$0.00
Police Department					
PRI		\$395.00	1	\$395.00	\$0.00
MPLS Layer 3	10 x 10 Gbps	\$2,995.00	1	\$2,995.00	\$0.00
Public Library					
PRI		\$395.00	1	\$395.00	\$0.00
MPLS Layer 3	1 x 1 Gbps	\$500.00	1	\$500.00	\$0.00
Airport					
MPLS Layer 3	1 x 1 Gbps	\$500.00	1	\$500.00	\$0.00
Public Works					
MPLS Layer 3	1 x 1 Gbps	\$500.00	1	\$500.00	\$0.00

DESCRIPTION	NOTES	UNIT PRICE	QTY	MONTHLY PRICE	INSTALL
Wastewater Plant					
MPLS Layer 3	1 x 1 Gbps	\$500.00	1	\$500.00	\$0.00
North Water Plant					
MPLS Layer 3	1 x 1 Gbps	\$500.00	1	\$500.00	\$0.00
Fire Station 3					
MPLS Layer 3	1 x 1 Gbps	\$500.00	1	\$500.00	\$0.00
Southwest Water Plant					
MPLS Layer 3	1 x 1 Gbps	\$500.00	1	\$500.00	\$0.00
Fire Station 2					
MPLS Layer 3	1 x 1 Gbps	\$500.00	1	\$500.00	\$0.00
Value Added					
10,000 Minutes 48 State Outbound Long Distance		\$0.00	1	\$0.00	\$0.00
Dark Fiber Between City Hall and Police Department for duration of contract		\$0.00	1	\$0.00	\$0.00
Total				\$12,570.00	\$0.00

Includes Free Valley Wide calling and extended area seven digit calling.

Pricing includes ALL taxes and fees.

Customers to provide rack space/power/backup power if required

Foremost equipment is provided but remains the property of Foremost.

Long distance is 1.9 interstate and 2.9 intrastate for outgoing calls and 800 numbers in the 48 contiguous states.

Pricing and installation charges will be higher if term is reduced or number of locations and services are changed.

Quote and pricing information are Confidential and Proprietary, and for the recipient's use only.

CONFIDENTIAL TELECOM SERVICES QUOTE



QUOTE #	AAAQ1438
DATE	Jan 24, 2019

To
CITY OF WESLACO

Foremost
515 E. Jackson Ave
Harlingen, TX 78550
(956)-507-4444

SALESPERSON

Arturo Garcia

TERM

36+12+12 Months

DESCRIPTION	NOTES	UNIT PRICE	QTY	MONTHLY PRICE	INSTALL
Option One					
No Bid					
Option Two: 36 Months with Two Committed 12 Month Extensions					
City Hall					
PRI		\$345.00	1	\$345.00	\$0.00
MPLS Layer 3	10 x 10 Gbps	\$2,545.00	1	\$2,545.00	\$0.00
Dedicated Internet Access	1 x 1 Gbps for Facilities	\$765.00	1	\$765.00	\$0.00
Dedicated Internet Access	1 x 1 Gbps for Guest Wifi	\$425.00	1	\$425.00	\$0.00
Police Department					
PRI		\$345.00	1	\$345.00	\$0.00
MPLS Layer 3	10 x 10 Gbps	\$2,545.00	1	\$2,545.00	\$0.00
Public Library					
PRI		\$345.00	1	\$345.00	\$0.00
MPLS Layer 3	1 x 1 Gbps	\$425.00	1	\$425.00	\$0.00
Airport					
MPLS Layer 3	1 x 1 Gbps	\$425.00	1	\$425.00	\$0.00
Public Works					
MPLS Layer 3	1 x 1 Gbps	\$425.00	1	\$425.00	\$0.00

DESCRIPTION	NOTES	UNIT PRICE	QTY	MONTHLY PRICE	INSTALL
Wastewater Plant					
MPLS Layer 3	1 x 1 Gbps	\$425.00	1	\$425.00	\$0.00
North Water Plant					
MPLS Layer 3	1 x 1 Gbps	\$425.00	1	\$425.00	\$0.00
Fire Station 3					
MPLS Layer 3	1 x 1 Gbps	\$425.00	1	\$425.00	\$0.00
Southwest Water Plant					
MPLS Layer 3	1 x 1 Gbps	\$425.00	1	\$425.00	\$0.00
Fire Station 2					
MPLS Layer 3	1 x 1 Gbps	\$425.00	1	\$425.00	\$0.00
Value Added					
10,000 Minutes 48 State Outbound Long Distance		\$0.00	1	\$0.00	\$0.00
Dark Fiber Between City Hall and Police Department for duration of contract		\$0.00	1	\$0.00	\$0.00
Total				\$10,715.00	\$0.00

Includes Free Valley Wide calling and extended area seven digit calling.
Pricing includes ALL taxes and fees.

Customers to provide rack space/power/backup power if required
Foremost equipment is provided but remains the property of Foremost.
Long distance is 1.9 interstate and 2.9 intrastate for outgoing calls and 800 numbers in the 48 contiguous states.
Pricing and installation charges will be higher if term is reduced or number of locations and services are changed.

Quote and pricing information are Confidential and Proprietary, and for the recipient's use only.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

CITY OF WESLACO

Invitation to Bid

The City of Weslaco hereby requests sealed bids for the following:

Telecommunication, Data and Internet Services

RFP No.: 2018-19-08

Sealed bids addressed to Homer Rhodes, will be accepted at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, until **3:00 p.m.** on January 25, 2019 at which time they will be opened and read aloud. Please mark envelope,

Telecommunication, Data and Internet Services

RFP No.: 2018-19-08

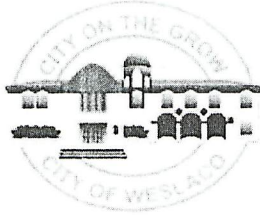
Potential respondents are advised that the proposal documents can be downloaded from the City of Weslaco web page address: www.weslacotx.gov, and may also be secured at the Weslaco City Hall Purchasing Office, 255 S. Kansas Avenue, Weslaco, Texas 78596, or by calling 956.447-2240. Be advised that if your company is contemplating on responding to this project you must contact the Purchasing Office, so that any changes/additions via addendum form can be forwarded to your company. (Please include your company name, address, e-mail, telephone and fax, and contact person). **No electronic proposals will be accepted.**

The City of Weslaco reserves the right to accept or reject any or all proposals, to waive any informalities, and to accept the proposal to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold proposals for a period of forty-five (45) days without taking action, for the purpose of reviewing the proposal and investigation of respondent's qualifications prior to award. Proposals submitted past the aforementioned date and time will not be accepted.

City of Weslaco

Homer Rhodes,
Purchasing Agent

hrhodes@weslacotx.gov



VENDOR'S NOTICE OF INTENT TO SUBMIT A PROPOSAL

If you intend to submit a proposal for the **Telecommunication, Data and Internet Services** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **January 25, 2019** so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes

City of Weslaco

Purchasing Office

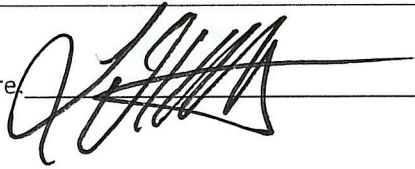
255 S. Kansas Avenue

Weslaco, Texas 78596

Phone: 956.447.2240

hrhodes@weslacotx.gov

Name: Lawrence F. Halcomb

Signature: 

(print / contact person)

Title: Sales Manager

Company/Agency: Foremost Telecommunications

Mailing

Address: 5757 Alpha Rd. Suite 107

City/State/Zip: Dallas, TX 75240

Phone: 469-554-4014 x4403

Fax: 469-554-4015

Email Address: lawrence@foremost.tel

Proposal No.: 2018-19-08



"The City on the Grow"

1. INTRODUCTION

1.1 PURPOSE OF THE RFP

The City of Weslaco is seeking services from qualified vendors experienced in providing **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet City of Weslaco's **TELECOMMUNICATION, DATA AND INTERNET SERVICES** needs in the most cost effective and efficient manner.

This RFP provides the requirements and evaluation criteria. The City of Weslaco requests detailed responses from all prospective Vendors, including pricing and service descriptions, in a specified format. The City of Weslaco will conduct a review of the responses received from this RFP.

1.2 EXISTING NETWORK INFRASTRUCTURE

The City of Weslaco currently has thirteen (13) facility locations part of the City-Wide Area Network (WAN) including City Hall. All thirteen locations have an assigned IP subnet and configured VLANs for the City network. Eight (8) City locations are currently on the SMARTCOM Metro Ethernet service. One (1) City location is currently on a SMARTCOM MPLS DS1 Service. The following City locations are using the Smartfiber and MPLS services with the assigned bandwidth speeds (See Appendix D "City of Weslaco Wide Area Network Diagram):

● City Hall:	1Gbps
● Police Department:	1Gbps
● Public Works:	1Gbps
● Public Library:	1Gbps
● Fire Station 3:	1Gbps
● Airport:	100Mbps
● Wastewater Plant:	100Mbps
● North Water Plant:	100Mbps
● Fire Department:	1.544Mbps

The City of Weslaco also uses SmartFiber Managed Internet Services (MIS) of 200Mbps from SMARTCOM for providing internet access for all City locations and Guest WiFi access with the exception of the Weslaco Library which currently maintains its own Telecommunications, Data and Internet services. The only connection between the Weslaco Library and other City Locations is the ability to call locations via extension number.

1.3 EXISTING PHONE INFRASTRUCTURE

The City currently uses Shoretel Phone System, Version Build 19.49.5200.0 as the main voice system at City Hall and Thirteen (13) offsite city facilities. Two (2) separate city facilities (Weslaco Library and Police Department) currently have their own Shoretel Phone systems. There are approximately 220 IP phones located throughout all City

facilities. Public Rate Interface (PRI) circuits are used for telecommunication services at City Hall, Police Department and Library locations. The remaining city locations use analog telephone lines for faxes, modems and security alarm systems.

2. SCOPE OF WORK

2.1 OVERVIEW

The City of Weslaco is seeking proposals for **TELECOMMUNICATION, DATA AND INTERNET SERVICES**. Our objective is to meet the City's voice and data communication services needs in the most cost effective and efficient manner. The quantities described in this RFP are a guideline to allow vendors to submit their best proposal that meets the City's needs at the best cost and is deemed most advantageous to the City of Weslaco. The City of Weslaco shall not be obligated to purchase any particular quantity of services detailed herein. A list of the City's current **TELECOMMUNICATION, DATA AND INTERNET SERVICES** are included in Appendix B.

2.2 VOICE SERVICES REQUESTED

The list of City of Weslaco's sites in need of Telecommunication services is set forth in Appendix C.

The following specific services are requested by category:

- Local Toll: the ability to effectively and efficiently make and receive telephone calls in your immediate geographic area.
- In-State: the ability to effectively and efficiently make and receive telephone calls outside of the immediate geographic area but within the State of Texas.
- State-to-State: the ability to effectively and efficiently make and receive domestic calls.
- International: the ability to effectively and efficiently make and receive calls with specified countries outside of the United States (currently Mexico).

2.3 DATA COMMUNICATION SERVICES REQUESTED

The list of the City of Weslaco's sites in need of data and internet services is set forth in Appendix C.

2.4 CURRENT SERVICES PROVIDERS

- Telecommunications Services: SmartCom Telephone
- Data Services - SMARTCOM
- Managed Internet Services - SmartCom Telephone
- Long Distance – SmartCom Telephone.

3. GENERAL TERMS AND CONDITIONS

This RFP is not a contract offer. Receipt of a proposal neither commits the City of Weslaco to award a contract to any Vendor, nor limits our rights to negotiate in our best interest. The City of Weslaco reserves the right to contract with a Vendor for reasons other than price. Failure to answer any questions in this RFP may subject the proposal to disqualification. The City of Weslaco reserves the right to request additional information that is necessary and pertinent to the project or to assure that the Vendor's adequate competence to perform according to the RFP specifications are met.

Products and services which are not specifically requested in the RFP but which are necessary to provide the functional capabilities proposed by the Vendor shall be included in the proposal.

3.1 COST OF PROPOSALS

Expenses incurred in the preparation of proposals in response to this RFP are the sole responsibility of the Vendor.

3.2 RIGHT OF REJECTION

The City of Weslaco will review the proposals for compliance with the procedural requirements set forth in this RFP and will reject any proposal that fails to meet the minimum bid requirements. Any deviation from the performance requirements or other terms of the RFP, informalities or defects, if in substantial compliance with the terms and intent of the RFP, may be accepted by the City of Weslaco at its discretion. The City of Weslaco reserves the right to accept or reject any and all proposals, or any part of any proposal, without penalty. The City of Weslaco may award a contract to a single Vendor for all elements for the entire project or may award any of the elements separately. In addition, the City of Weslaco reserves the right to fund (and proceed with project or purchase), not to fund the project, or to partially fund the project. Any allowance for oversight, omission, error, or mistake by the Vendor made after receipt of the proposal will be at the sole discretion of the City of Weslaco.

3.3 INSURANCE REQUIREMENTS

Vendor proposing any installation services shall purchase and maintain insurance in the types set forth in Appendix G which may arise out of or result from the Vendor's operations under the contract, whether such operations performed by the Vendor or subcontractor or by anyone directly employed by the Vendor. All Vendors shall complete and sign the attached Certificate of Insurance with their technical proposal per the attached insurance requirement form (See Appendix G).

3.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing and submitting this proposal, Vendor certifies that neither him nor his principals

is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where Vendor is unable to certify to any of the Statements in this certification, Vendor shall attach an explanation to their offer.

3.5 STATEMENT OF CONFIDENTIALITY

It is understood and agreed that all information pertinent to this solicitation may contain trade secrets, which are confidential and proprietary. Proposal submissions are subject to the Freedom of Information Act. In accordance with the Act, certain information is subject to public disclosure. Please be advised that should Vendor deem any portion of your proposal as confidential or proprietary, it must be conspicuously indicated on those portions so deemed. However, and in accordance with the Act, you are hereby notified that every portion may still be subject to disclosure under the Act.

3.6 NOTIFICATION OF SUCCESSFUL VENDOR(S)

The successful Vendor(s) will be advised of selection by the City of Weslaco through the issuance of a notification of award letter via email. Any notification of the selection of the successful Vendor(s) shall have no legal effect unless and until the parties negotiate a mutually acceptable agreement.

3.7 PROPOSED TERMS OF CONTRACT

The City of Weslaco is requesting that the selected Vendor enter into a three (3) year contract with the option to extend the contract on an annual basis if determined to be most advantageous for the City of Weslaco. The contract shall begin on a mutually agreed upon date between the City of Weslaco and the successful Vendor, which should be after the Proposal and Agreement gets approved by the City of Weslaco City Commission and has been reviewed and approved by the City Legal Attorney and can be extended on an annual basis for a maximum of two (2) years at the sole discretion of the City of Weslaco.

3.8 SECURITY AND CLEARANCES

All personnel (Vendors and subcontractors) that will be working on this project at the City of Weslaco sites must observe all security and safety procedures of the facility and must secure all record checks required by law.

3.9 ADDITIONAL INFORMATION FOR THE PROVIDERS

The City of Weslaco reserves the right to:

- Amend, modify, cancel this RFP or not award any contract;
- Modify or add to the requirements contained in this RFP at any time after the issuance of this RFP for compliance by all providers;
- Award a contract for any or all parts of the RFP to one or more service providers

- and negotiate terms and conditions to meet requirements consistent with this RFP;
- Utilize any and all ideas submitted in the RFP proposals received;
- Request providers to clarify their RFP proposals;
- Purchase the most cost-effective proposal(s) and not necessarily the lowest-priced proposal(s)

3.10 QUESTIONS AND INQUIRIES

No interpretation of the meaning of the specifications or other documents will be made to any supplier orally.

3.11 CONTRACT TYPE

The contract resulting from this solicitation will be a fixed-price contract.

3.12 PAYMENT TERMS

The Vendor shall submit an invoice detailing the services provided and the actual costs incurred. Payment shall be in accordance with line item pricing on the Purchase Order and made within thirty (30) days after the date of the invoice.

The City of Weslaco reserves the right to reduce or withhold contract payment in the event that Vendor does not provide the City of Weslaco with all required deliverables within the time frame specified in the contract or in the event that the Vendor otherwise materially breaches the terms and conditions of the contract.

3.13 RFP REVISIONS

Should it become necessary to revise any part of this RFP, addenda will be posted on the City website. All addenda, amendments or changes issued shall be deemed received by Vendor provided they are posted to the City of Weslaco's website. Failure of any Vendor to receive or acknowledge receipt of such addenda or interpretation shall not relieve any Vendor from any obligations under this RFP as amended by all addenda. All addenda so issued shall become part of the award.

3.14 SUBMISSION DEADLINE

In order to be eligible for consideration, proposals must be received at City of Weslaco - City Hall no later than **3:00 PM, January 25, 2019**. Vendors mailing proposals shall allow sufficient carrier delivery time to ensure timely receipt of their proposal prior to the deadline. Any proposal received after the submission deadline, no matter what the reason, will be returned unopened.

3.15 DURATION OFFER

A proposal submitted in response to this solicitation is binding upon the Vendor and is

considered irrevocable for a minimum of 120 days following the closing date for receipt of initial proposals or the closing date for receipt of a best and final offer, if applicable.

3.16 TERMS AND CONDITIONS

Any contract entered into in connection with this solicitation shall be subject to these General terms and Conditions except as otherwise modified herein. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Weslaco shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City of Weslaco may find said Vendor in default.

4. PROPOSAL FORMAT

4.1 GENERAL

The proposals shall be used to determine the Vendor's capability of rendering the services to be provided. Failure to fully comply with the instructions in this RFP may eliminate the Vendor's proposal from further evaluation as determined at the sole discretion of the City of Weslaco. The City of Weslaco reserves the right to evaluate the contents of proposals submitted in response to this RFP and to select a successful Vendor, or none at all. The city of Weslaco reserves the right to waive any requirements of this RFP when it determines that waiving a requirement is in the best interest of the City of Weslaco. The proposal is to include contact information, including principal contacts and officers, main and local business addresses, tax identification number, voice and fax phone numbers and email addresses. Vendor must sign proposals. An unsigned proposal may be rejected.

4.2 PROPOSAL FORMAT

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts, or other attachments.

Proposals shall be organized into the following major sections:

4.2.1 COVER LETTER

The letter shall identify core team, provide name of contact person, phone number and fax number, summarize Vendor's history and other completed projects most relevant to the RFP.

4.2.2 EXECUTIVE SUMMARY

The Executive Summary shall provide an overview of the project and indicate the project's complexity and the Vendor's ability to resolve inherent project problems. This section should also include a brief narrative highlighting company's background and experience. Narrative should clearly demonstrate Vendor's ability to provide the products and services required in this RFP.

4.2.3 COMPANY BACKGROUND AND HISTORY

Describe experience of firm in general providing consulting/professional services.

Describe relevant services carried out in the last five (5) years which illustrate firm's experience as it relates to this RFP.

4.2.4 EVIDENCE OF RESPONSIBILITY

Vendors shall submit, with their proposal, all necessary evidence showing their financial resources; experience in the type of work being required by the City of Weslaco; organization available for the performance of the work, and any other required evidence of qualifications to perform. The City of Weslaco shall consider such evidence before making its award decision. Failure to submit adequate evidence of Contractor's responsibility to perform may result in rejection of the Proposal.

4.2.5 PROJECT APPROACH / MANAGEMENT

Please include the following information in the section:

Provide a brief description of how the Vendor proposes to successfully manage this project and meet the goals and objectives of this RFP. The City of Weslaco's current contract comes to End of Term in November 2018 and will be on a month to month term until services are awarded to the chosen vendor. The City of Weslaco is requesting that the new services acquired as part of this RFP process not be invoiced until successful cutover is performed and accepted as project completed.

Describe your implementation plan and schedule, including a detailed timeline and milestones.

Include a description of how the project team will be structured, its roles and responsibilities and location within the company's organizational framework.

Proposals submitted must also address how the Vendor will ensure that the City of Weslaco will receive accurate invoicing within sixty (60) days of the term commencement date. Vendors shall describe their responsibilities, as well as the City of Weslaco's in regard to the conversion of any existing telecommunications infrastructure, if applicable.

4.2.6 SERVICES AND COST PROPOSAL

SERVICES PROPOSAL – Define scope of work and specific services being offered in the proposal, to include the requirements set out in the RFP.

- **SERVICE LEVELS PROVIDED**

Provide standard installation time frames, responses to issues, escalation procedures and restoration time periods for all services proposed.

- **SERVICES**

Provide responses to the following questions and requests for information:

- Is the designated vendor representative assigned for implementation

coordination, account maintenance, and review of problems? If so, specify such in detail.

- Is 24-hour customer service included? If so, please provide methods of access.
- What is your process for addressing service interruptions during and after normal business hours (8:00 a.m. until 6:00 pm) and/or 24/7? Please provide detailed information.
- Do you have a local office for service? Will the City of Weslaco's account team be located within the county for the duration of the contract and after?
- Do you have a single point of contact assigned for assistance, such as Moves, Adds, Changes, or billing questions? Vendors must provide contact information for escalation of unresolved account issues. Escalation must extend beyond the assigned account team and include a minimum of three levels of management.
- What type of managerial reports are offered (i.e. by number, location, service, etc.)? Are there reports available that show bandwidth utilization for each data service site?
- How will the Vendor notify the City of Weslaco when an outage has occurred?
- What are the Vendor's Disaster Recovery Routing plans and capabilities to assure that the City of Weslaco will not experience down time and maintain service for an uptime percentage of 99.99%?
- All new service installations made during the term of the agreement shall terminate, at no additional cost to the City of Weslaco, upon expiration or termination of this agreement.
- As part of the Proposal response, the City of Weslaco is requiring that the awarded Vendor provide a binding post inventory document for all sites, validating all working services/telecommunications lines (dial tone), so that the City of Weslaco can better determine the final installed number of services for fiscal year 2018-2019. The City of Weslaco will not be charged separately for this binding post inventory document.

- **NETWORK CAPABILITIES**

Provide a brief overview of your network capabilities, especially in regard to Quality of Service (QoS), reliability, redundancy and fault tolerance.

COST PROPOSAL - Clearly define all costs associated with the services defined in your proposal. Provide detailed pricing for the proposed solution; include separate costs for hardware components, software components, support costs and professional services, if applicable.

The cost proposal must set forth all costs associated with the proposed scope of work for the RFP. The Vendor must acknowledge that all costs, including travel

required to meet the RFP requirements are included. Any purchase contract signed will be a fixed price contract and no other costs will be allowed for performance of Vendor's proposed solution. A proposal for the price of purchase should be submitted with a purchase contract, if required.

All pricing offered is to be inclusive of all cutover charges, installation (if applicable), and account set-up charges.

Describe available billing assistance.

Contractor shall describe methodology for resolving billing issues. The Contractor will be responsible for identifying and correcting all errors in a reasonable timeframe. For billing errors identified by the City of Weslaco, vendor will provide adjustment of charges within two billing cycles of notification.

Contractor must provide policy regarding the issuing of credits.

4.2.7 REFERENCES

Include five (5) references for customers of similar scope and size as requested by the City of Weslaco. This reference list shall include the following information:

Organization Name

Customer Contact – name, title and contact information

Address

Date of work performed

Brief description of work performed

4.2.8 EXCEPTIONS TO THE RFP

Exceptions to the RFP: Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Weslaco, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

4.2.9 COPIES

Each respondent shall submit three (3) hard copies (1 marked original and 2 marked copies and one USB of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

5. EVALUATION AND SELECTION PROCEDURE

5.1 EVALUATION COMMITTEE

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below. The contract resulting from this RFP will be awarded to the Vendor whose proposal is the most advantageous to the City of Weslaco, considering price and technical factors set forth herein. The City's evaluation committee will make the final determination about acceptability of proposals.

5.2 EVALUATION PROCESS

The committee will evaluate each technical proposal using the evaluation criteria set forth below. As part of this evaluation, the Committee may hold discussions with all qualified Vendors. Discussions may be conducted via teleconference or may take the form of questions to be answered by the Vendors and conducted by mail or e-mail at the discretion of the City of Weslaco. During the evaluation process, the evaluation committee may request technical assistance from any source.

Following the completion of the evaluation of all Vendors' proposals, including any discussions, the committee will rank each qualified Vendor's proposal.

The Evaluation Committee may reject in whole or in part any and all proposals, waive minor irregularities, and conduct discussions with all responsible Vendors in any manner deemed necessary to serve the best interests of the City of Weslaco.

Vendors may be asked to make an oral presentation to the Evaluation Committee. The purpose of the oral presentation is to provide an opportunity for the Vendor to clarify its proposal submission and substantiate proposal representation. The oral presentation is a part of the technical evaluation. If it is determined to be in the best interest of the City of Weslaco, the City may invite Vendors to make final revisions to their technical and/or financial proposals through submission of a Best and Final Offer.

The Committee will recommend the Vendor whose overall proposal provides the most advantageous offer to the City of Weslaco considering both price and technical factors set forth in this RFP.

5.3 EVALUATION CRITERIA

The Evaluation committee will evaluate the technical proposals using the criteria below. The committee shall determine which proposals have the basic requirements of the RFP and shall have the authority to determine whether any deviation from the requirements of the RFP is substantial in nature. The committee may reject in whole or in part any and all proposals and waive minor irregularities.

Total maximum score is 100 points. Award is to the highest scoring Vendor.

The City of Weslaco evaluates and weighs the follow criteria when evaluating Vendor's responses. These standards are listed in descending order of importance.

Evaluation Criteria	Weight
Cost effectiveness of service	40%
Vendor proposal meets minimum specifications	20%
Comprehensive implementation plan designed to minimize disruption of business activities and to ensure business continuity	25%
References, experience and capabilities of Vendor	15%

APPENDIX A. SPECIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply unless otherwise noted in General Terms and Conditions attached to individual bid request. It shall be the Vendor's sole responsibility to insure they are compliant with all applicable federal, state, and city laws, rules, ordinances, statutes, etc., that may impact this contract. The City of Weslaco shall bear no responsibility for monitoring the Vendor's compliance with said legal requirements. If the Vendor fails to maintain legal compliance, the City may find said Vendor in default.

1. REQUEST FOR PROPOSALS (RFP)

a) **DIRECTIONS:** The City of Weslaco invites all interested and qualified Vendors to submit proposals to this RFP in accordance with directions specified in the attached General Terms and Conditions and these Special Terms and Conditions.

b) **DEFINITIONS:** For the purpose and clarity of this document only, "City" will mean the City of Weslaco. Also, for the purpose and clarity of this document, "Vendor" will mean any reliable and interested Vendor, and/or contractor, proposer that responds to this RFP.

2. GENERAL REQUIREMENTS

a) **AUTHORIZED DEALERS:** Only authorized dealers may submit a proposal on requested equipment. At the discretion of the City, a certificate, executed by the manufacturer, may be requested stating that the Vendor is an authorized agent of the manufacturer and is duly authorized to service and maintain the equipment.

b) **TYPES OF PURCHASES:** These specifications are intended to cover the various types of purchases of equipment, materials, supplies, or services as shown to any or to each of the various City offices, whichever is specified, in quantities to be determined subsequent to the award.

c) **SINGLE PRICE:** Unless otherwise specified in the General Terms and Conditions attached to this RFP, the Vendor will not be allowed to offer more than one price on each item. However, the City of Weslaco will allow the vendors to submit pricing for each Data service for "Option 1" services and also "Option 2" services.

Option 1:

- 1Gbps Point to Point for all Ten (10) City of Weslaco fiber locations.
- 1Gbps Internet Service for City Hall and other city facilities, except for the Weslaco Library. The Weslaco Library will continue to maintain its own internet service.
- 1Gbps Internet Service for Guest WiFi Internet Access
- Three (3) Primary Rate Interface (PRI) circuits for:

- City Hall
- Police Department
- Weslaco Library

Option 2: Preferred Option.

- Hosted Core Solution – All circuits are routed through Vendor's Central Office
- 10Gbps circuit for City Hall
- 10Gbps circuit for Police Department
- 1Gbps circuits for remaining Eight (8) city facilities as listed in Appendix C.
- 1Gbps Internet Service for City Hall and other city facilities, except for the Weslaco Library. The Weslaco Library will continue to maintain its own internet service.
- 1Gbps Internet Service for Guest WiFi Internet Access
- Three (3) Primary Rate Interface (PRI) circuits for:
 - City Hall
 - Police Department
 - Weslaco Library

Option 2 is the preferred option as it will provide the City of Weslaco better redundancy and disaster recovery planning.

If said Vendor should submit more than one price on any items other than just specified, all prices for that item will be rejected.

Technical Questions should be addressed to:

Leo Gonzales Jr.
Information Technology Department
leo.gonzales@weslacotx.gov
(956) 968-6253

d) **AGGREGATE BIDS:** Where provision is made on the proposal form for bidding items on an individual, group or aggregate basis, the award will be made on whichever basis is in the best interest of the City of Weslaco. When an aggregate bid is requested, the unit prices for each item shall be identified in the response. The unit prices in an aggregate bid should be consistent with the total quoted price for an aggregate bid. No bid or a combination of items will be permitted except as noted in the General Terms and Conditions.

e) **MINIMUM REQUIREMENTS:** Whenever mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's code, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

f) **PRODUCT/SERVICE OFFERED BY THE VENDOR:** The product/service offered by the Vendor shall be the latest version of the product/service. Should a product be discontinued and/or upgraded during the course of the contract, the Vendor shall offer to the City of Weslaco a new alternate product that meets and/or exceeds the established specifications, under the same terms, conditions, and prices as the originally offered item.

g) **COMPLIANCE WITH SPECIFICATIONS:** The Vendor shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the drawings and specifications. Where the requirements of the specifications call for higher grade and are not in conflict with the laws, ordinances, etc., the specifications shall govern. Where the requirements of the laws, ordinances, etc., are mandatory, they shall govern. The successful Vendor, after award and before manufacture and/or shipment, may be required to submit working drawings or detailed descriptive data identified as acceptable to the City of Weslaco, which would provide sufficient data to enable the City to judge the Vendor's compliance with the specifications.

h) **DEVIATIONS TO SPECIFICATIONS:** Any deviation from the specifications must be noted in detail by the Vendor, in writing, as an attachment to the response. The absence of a written list of specification deviations attached to the response will hold the Vendor strictly accountable to the City of Weslaco to the specification as written. Any deviation by the awarded Vendor from the specifications, without prior documented approval, will be grounds for rejection of the services and/or equipment.

i) **SUBCONTRACTORS:** The Awarded Vendor shall give its constant personal attention to the faithful execution of this contract, shall keep the same under its own control, and shall not assign by power of attorney or otherwise, the work or any part thereof without the previous written consent of the City of Weslaco. The Awarded Vendor shall provide the name of the subcontractor(s) it intends employing, the portion of the materials/labor to be furnished, their place of business, and such other information as requested by the specifications. The information may be used in considering the potential performance capabilities of the subcontractor(s). The Awarded Vendor shall not, without prior written consent of the City, assign any of the monies payable under the contract.

3. PRICES

a) **UNIT PRICES:** Unit Prices must be rounded off to no more than two (2) decimal places, unless so specified in the General Terms and Conditions included with the RFP. All unit prices on items shall be completed on the proposal sheet(s). A NO BID notation must be completed for each item not being bid. In case of error in extension of prices in the proposal response, the unit price shall govern.

b) **UNITS OF MEASURE:** Wherever the City of Weslaco indicates the unit of

measure required and the Vendor's price is based on a different unit of measure, it shall be at the sole discretion of the City to determine whether the Vendor's price will be recalculated. The City will not accept any proposals with Vendor escalator clauses, unbalanced figures, or irregular features.

c) **DELIVERY/INSTALLATION CHARGES:** All prices shall include all delivery/installation charges.

d) **PRICE REDUCTIONS:** The City of Weslaco reserves the right to accept price reductions from the Awarded Vendor during the term of this contract to occur no less than thirty (30) days from the approval of the contract.

e) **TAXES:** Taxes shall be excluded in the bid. The City of Weslaco is a tax-exempt organization and will supply a tax-exempt certificate upon request. To receive a copy of the tax-exempt certificate, vendor may contact the City Purchasing Department - Mr. Homer Rhodes, hrrhodes@weslacotx.gov, 956-968-3181.

4. ITEM DELIVERY

a) **GENERAL DELIVERY REQUIREMENTS:** All materials, supplies, and equipment for the City of Weslaco shall be delivered F.O.B. Destination. All deliveries of equipment that must be located inside the building, must be delivered Monday through Friday with the exception of holidays, to offices – between 8:30 a.m. and 4:00 p.m. The Awarded Vendor(s) shall be held responsible for clean-up and removal of all packing cartons, boxes, crates, packing materials, etc. from the premises after delivery and setup of any equipment. The Awarded Vendor shall be liable for the full replacement value of any delivery item that is damaged.

5. GUARANTEE AND WARRANTIES

a) **GENERAL REQUIREMENTS:** Payment shall be based upon acceptance of goods or services by the City of Weslaco. Vendor expressly warrants that:

- The equipment to be furnished and services performed will be free from defects in material and workmanship and will be in full conformity with the specifications, drawings, or representation; that this warranty shall survive acceptance and payment for the equipment; and that the Vendor will bear the cost of inspection of all equipment rejected;
- The Vendor hereby provides a warranty of authorization as to all equipment and services.

b) **GUARANTEE PERIOD:** The Vendor shall unconditionally guarantee all equipment furnished by it for a period of one year from the date of acceptance, i.e. delivery and installation, unless a long period of warranty is specified in the General Terms and Conditions attached to the RFP.

c) **EQUIPMENT:** If, within the guaranteed period, any defects or signs of deterioration are noted, which in the opinion of the City of Weslaco are due to faulty design, installation, workmanship or materials, upon notification, the Vendor, at its expense, shall repair or replace said equipment to the complete satisfaction of the City. These repairs and/or replacement(s) shall be made at such times as will be designated by the City to avoid any interruption to business continuity.

d) **MANUFACTURER'S AGENT:** The Vendor shall act as the manufacturer's agent for all warranty claims.

6. PROPOSAL SUBMISSION

a) **KNOWLEDGE OF TERMS AND CONDITIONS:** Vendors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a proposal response. Failure to do so will be at the Vendor's own risk and Vendor cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors of omission or commission on the part of Vendors.

b) **SUBMISSION:** Proposals must be delivered to the City of Weslaco: Vendors must submit technical and cost proposals as specified in the General Terms and Conditions. Proposals must be signed and submitted by an authorized representative of the company. Each Vendor may attach a letter of explanation to the proposal, if so desired (or required), to provide an explanation of any detail(s) in the proposal. This letter may not be used to offer optional or alternative proposals or pricing.

c) **FORMAT:** Signed proposals must be delivered in sealed packaging and clearly marked on the outside with: Name of Vendor, Due Date, RFP Number and Title. The City of Weslaco shall not accept any facsimile transmission to agents, representatives or employees as meeting the requirement of the Proposal. A facsimile document shall not be considered a valid response to the RFP.

d) **VENDOR ADDRESS:** Each proposal must show the full business address, telephone number, and fax number of the Vendor and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the proposal and contract, including Notice of Award, copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the proposal in the absence of written instructions from the Vendor to the contrary.

e) **CORPORATIONS:** Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing on behalf of the corporation shall be furnished. Anyone signing the proposal as agent shall file satisfactory evidence of authorization to do so.

f) **CERTIFICATES AND AFFIDAVITS:** All Vendors shall be required to

complete the certificates and/or affidavits that are incorporated into the General Terms and Conditions of this RFP. Such documents are required by local, state, or federal funding agencies of the City of Weslaco as part of the bidding process.

g) **PROPOSAL PREPARATION FEES:** The City of Weslaco will not be responsible for any costs incurred by a Vendor in preparing and submitting a proposal response.

h) **PROPOSAL EVALUATION:** Proposal responses will be evaluated for compliance with detailed specifications. The specifications shall vary with each individual RFP issued, and the award shall be made in accordance with the General Terms and Conditions.

i) **RECOMMENDATION OF AWARD:** Recommendation of an award of a contract will be made to the City of Weslaco in accordance with the General Terms and Conditions.

j) **RIGHT TO PROTEST:** Any Vendor or Vendor who responds to a solicitation and is aggrieved in connection with the solicitation or notice of intent to award a contract may protest to the City of Weslaco. The protest shall be submitted in writing to the City within five (5) business days after the basis for protest is known or should have been known.

k) **CONTRACT TERMS:** The Vendor shall refer to the General Terms and Conditions attached to the RFP for details regarding the Term of Contract for this solicitation.

l) **COMMENCEMENT OF SERVICES:** The City of Weslaco shall have no obligation to pay for services performed before the contract is signed or after it ends. The City shall have no obligation to pay for services in excess of the monetary amount of the award. The City shall have no obligation to pay for services until all services are installed, tested and put into production for all City facilities. The City shall have no obligation to pay for services before a purchase order/invoice is issued.

7. ADDENDA

a) **INQUIRIES:** No interpretation of the meaning of the specification or other documents will be made to any Vendors orally. Unless otherwise specified in the General Terms and Conditions, inquiries are to be sent in writing to:

City of Weslaco
Attn: Mr. Homer Rhodes, Purchasing Agent
255 S. Kansas Avenue
Weslaco, Texas 78596
hrhodes@weslacotx.gov
956-968-3181

Please include in the Subject matter as, "INQUIRY" and the RFP name and number must be noted on the envelope or in the Subject field if sending inquiry by email.

b) **ISSUANCE:** Any change to the RFP specifications will be made through the appropriate addenda. Failure of any Vendor to receive such addenda or interpretation shall not relieve any Vendor from any obligation(s) under this RFP as amended by all addenda. All addenda so issued shall become a part of the award.

8. ANNULMENTS AND RESERVATIONS

a) **RIGHT TO REJECT:** The City of Weslaco reserves the right to exercise its statutory option to reject any or all proposals and re-advertise for other proposals. The City reserves the right to order the said equipment, materials, supplies or services as described within the specifications, and the City also reserves the right not to order any item(s) within the specification(s).

b) **WAIVER OF TECHNICAL DEFECTS:** The City of Weslaco reserves the right to waive technical defects, if in its judgment the interest of the City shall so require.

c) **CONTRACT RESERVATIONS:** The City of Weslaco reserves the right to annul any contract if, in its opinion, there shall be a failure, at any time, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon The City of Weslaco materials, products and/or workmanship inferior to that required by the Vendor, and any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of The City of Weslaco to damages for the breach of any covenant of the contract by the Vendor(s). Should the Vendor(s) fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, except for circumstances beyond its control, including, but not limited to, Acts of God, war, flood, or governmental restrictions, The City of Weslaco reserves the right to purchase the required articles in the open market or to complete the required work at the expense of the Vendor(s). Should the Vendor be prevented from furnishing any item or items, or from completing the required work included in the contract, by reason of such failures caused by circumstances beyond its control, including, but not limited to, Acts of God, war, flood, governmental action, The City of Weslaco reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities.

9. TERMINATION OF CONTRACT

a) **TERMINATION FOR NON-APPROPRIATION OF FUNDS:** The City of Weslaco may terminate this contract, in whole or in part, due to insufficient funding

or non-appropriation of funds or office closure(s) with thirty (30) days written notice to the Vendor. The City of Weslaco, shall pay for all of the purchases, if any, incurred up to the date of the termination notice.

b) **TERMINATION FOR DEFAULT:** When the Vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of The City of Weslaco. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Vendor is not entitled to any costs incurred up to the date of termination. In the event of a default by the Vendor, this Contract may be terminated.

10. CONTRACT TERMS AND CONDITIONS

a) **SUBMISSION OF INVOICES:** Vendor agrees to accept the line item price on the purchase order/invoice as final payment. All invoices are to be submitted promptly showing: Purchase Order/Invoice number and name and address of recipient and mailed to The City of Weslaco Finance Department, 255 S Kansas Avenue, Weslaco, Texas 78596 (unless otherwise noted). A second copy (Delivery Ticket) shall be sent with the material/equipment to the appropriate location at the time of delivery.

b) **INCORRECT INVOICES:** Incorrect invoices will be returned for correction or paid in accordance with the purchase order. Each invoice shall identify The City of Weslaco Purchase Order Number, line item number and item description(s) or services shall be listed in the same order as on the Proposal and/or Purchase Order.

c) **PARTIAL PAYMENTS:** Payment in full will only be made upon final acceptance of items as shown on the Purchase Order. Partial payments are permissible.

d) **LATE SUBMISSION OF INVOICES:** The parties acknowledge and agree that the Vendor's invoices are to be submitted in a timely manner, per the terms of the purchase order, after the services have been provided or the materials/equipment have been provided. If invoices are submitted after one calendar year after the Vendor's services have been rendered or the last date when materials/equipment were accepted by The City of Weslaco, then The City shall have no obligation to pay for the stale invoice(s).

e) **CONFIDENTIALITY:** Vendor acknowledges and agrees to hold all Confidential Information in the strictest confidence as a fiduciary and will not make any press release or public announcement, or voluntarily sell, transfer, publish, disclose, display or otherwise make available to any third persons such Confidential Information or any portion thereof without the express written consent of The City of Weslaco.

f) **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless The City of Weslaco and its employees from any and all claims, demands, suits, and actions, including attorney's fees, litigation expenses and court costs, connected therewith, brought against The City of Weslaco and their respective appointed officials and employees, arising as a result of any direct or indirect, willful, or negligent act or omission of the consultant or its employees, agents or volunteers.

g) **INSURANCE:** Unless otherwise specified in the General Terms and Conditions, Vendor shall provide proof of commercial liability insurance and coverage amounts. Such insurance shall include contractual liability insurance. If applicable, Consultant shall, at all times, maintain and keep in force Professional Liability, Errors and Omissions Insurance at a defined limit and provide proof of such insurance, in the event the service delivered pursuant to this RFP, either directly or indirectly, involves or requires professional services. "Professional Services" for the purpose of this RFP shall mean any services provided by a licensed professional.

h) **NON-ASSIGNABILITY:** This contract shall not be assigned, or services subcontracted in whole or in part without the written consent of The City of Weslaco. Any attempt to do so without such consent shall be null and void of no effect.

i) **INDEPENDENT VENDOR:** Vendor is furnishing its goods and/or services hereunder as an independent Vendor, and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

j) **GENERAL RECORDS CLAUSE:** Vendor's contracts, files, accounts, records, and other documents related to this Contract shall be open to examination and/or audit by The City of Weslaco and made available by the Vendor to The City of Weslaco and/or its designated agent(s) at any time upon reasonable prior notice, during performance under this Contract and for a period of four (4) years after final payment or such longer period of time as required by law or rule or regulation(s).

k) **PROTECTION OF PROPERTY:** Vendor will use reasonable care to avoid damaging existing building, equipment, and property at The City of Weslaco offices and all material furnished by The City of Weslaco ("Property"). If the Vendor's failure to use reasonable care causes damage to any property, Vendor must replace or repair the damage at no expense to The City as directed by the Contracting Officer. If the Vendor fails or refuses to make such repair or replacement, the Vendor will be liable for the cost, which may be deducted from payments due Vendor.

l) **PUBLIC STATEMENTS:** Vendor shall not use or reference the Name or Logo of The City of Weslaco in issuing any press releases or otherwise making

any public statement with respect to this Contract (unless such press release or statement is required by applicable law and/or regulations), without the prior written consent of The City of Weslaco, which consent will not be unreasonably withheld. Purchase by The City of Weslaco of any service does not imply that The City has either adopted or endorsed the product of service, and the use by any manufacturer. Vendor, merchant or other person of the name or logo of The City of Weslaco in any advertisement that they are furnishing products or services is not authorized.

APPENDIX B.
LIST OF THE CITY OF WESLACO OFFICES CURRENT TELECOMMUNICATION,
DATA AND INTERNET SERVICES

City Office	Street Address	Type of Service	Speed
City Hall	255 S Kansas Ave	SmartCom Metro Ethernet	1Gbps
		Internet Internet - Guest	200Mbps Up/Down
		(2) PRI * Expanded Area Calling * Caller ID – Name * Caller ID - Number DIDs - Full Span	
Police Department	901 N Airport Dr	SmartCom Metro Ethernet	1Gbps
		(1) PRI * Expanded Area Calling * Caller ID – Name * Caller ID – Number DIDs - Full Span	
Airport	1909 Joe Stephens Ave	SmartCom Metro Ethernet	100Mbps
Public Works	1912 Joe Stephens Ave	SmartCom Metro Ethernet	1Gbps
Public Library	525 S Kansas Ave	SmartCom Metro Ethernet	1Gbps
		(1) PRI * Expanded Area Calling * Caller ID – Name * Caller ID – Number DIDs - Full Span	
Wastewater Plant	907 N Airport Dr	SmartCom Metro Ethernet	1Gbps
North Water Plant	2500 N Texas Blvd	SmartCom Metro Ethernet	100Mbps
Fire Station 3	1014 W 18 th St	SmartCom Metro Ethernet	1Gbps
Southwest Water Plant	4211 S Midway Rd	SmartCom MPLS DS1 Service	1.544Mbps

PLEASE SEE INCLUDED PRICING SHEETS

APPENDIX C. QUOTATION PAGE/BID FORM – PRICING

City Office	Type of Service	Bandwidth Option 1	Price/Monthly Recurring Cost	Bandwidth Option 2 Hosted Core Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall 255 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		10Gbps		
Police Department 901 N Airport Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		10Gbps		
Airport 1909 Joe Stephens Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		1Gbps		
Public Works 1012 Joe Stephens Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		1Gbps		
Public Library 525 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		1Gbps		
Fire Station 2 120 E 5 th St	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		1Gbps		
Wastewater Plant 907 N Airport Dr	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		1Gbps		
North Water Plant 2500 N Texas Blvd	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		1Gbps		
Fire Station 3 1014 W 18 th St	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		1Gbps		
Southwest Water Plant 4211 S Midway Rd	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps		1Gbps		
City Hall 255S Kansas Ave	PRI					
Police Department 901 N Airport Dr	PRI					

PLEASE SEE INCLUDED PRICING SHEETS

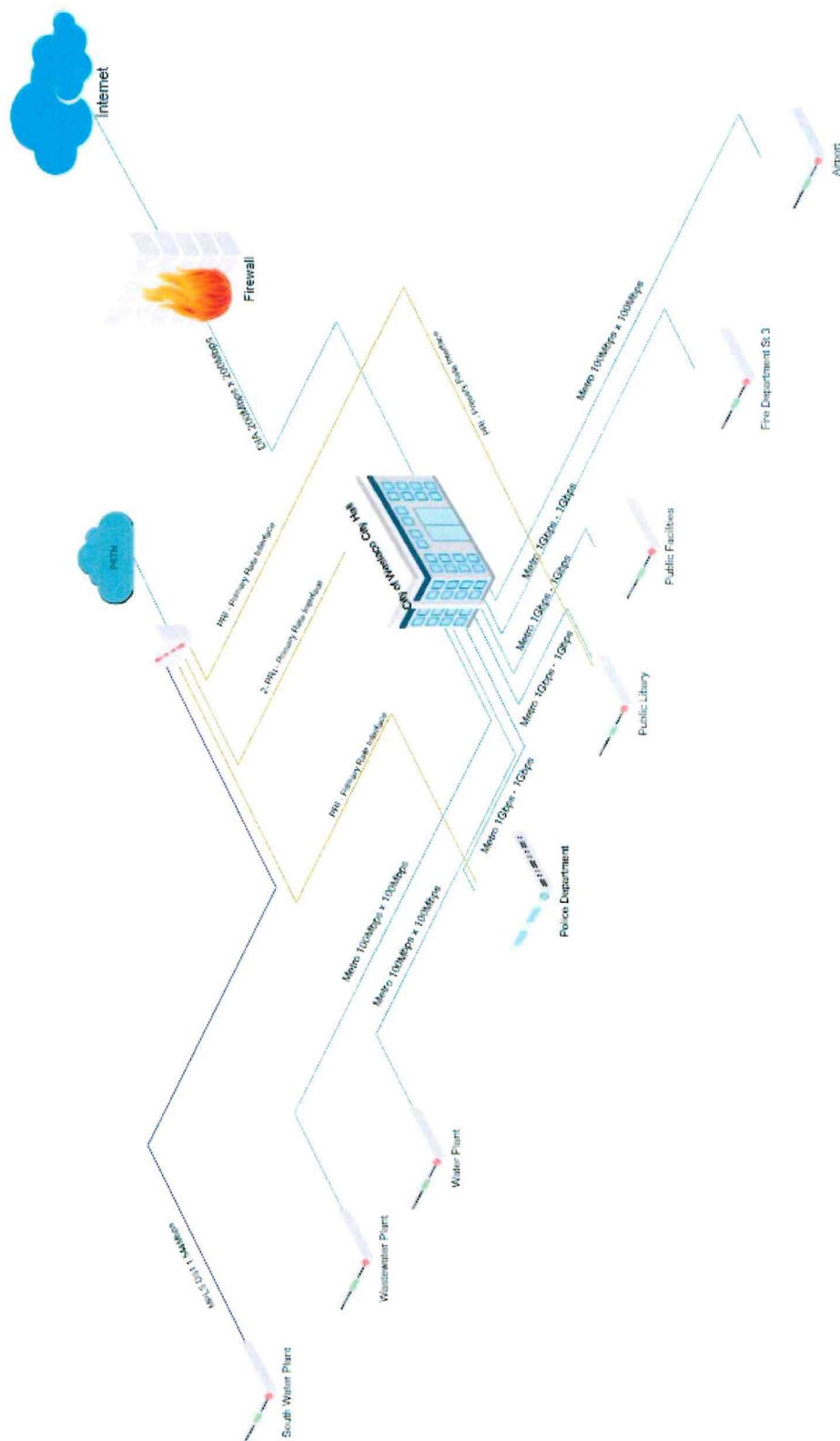
Public Library 525 S Kansas Ave	PRI					
City Hall – Internet Service	Fiber	1Gbps Up/Down		1Gbps Up/Down		
City Hall – Guest Internet Service	Fiber	1Gbps Up/Down		1Gbps Up/Down		

Total Cost – Option 1 Requested	
Total Cost – Option 2 Hosted Core Preferred	

PLEASE SEE INCLUDED PRICING SHEETS

APPENDIX D. CITY OF WESLACO METRO ETHERNET NETWORK DIAGRAM

City of Weslaco Fiber and Telephone Network



**APPENDIX E.
STATEMENT OF VENDOR'S QUALIFICATION**

1. Legal Business Name:

Foremost Telecommunications Corporation

2. Business Office Address:

Local Address: 515 E. Jackson St. Mailing Address: 5757 Alpha Rd. Suite 107

City, State, Zip:

Local Address: Harlingen, TX 78550 Mailing Address: Dallas, TX 75240

Telephone Number: 956-507-4014

Fax Number: 956-507-4015

URL: www.Foremosttelecom.com

3. Business Effective Date: 10/13/1989

4. Organized Business Status:

 X Corporation

 Partnership

 Individual/Sole Proprietor

 Other

5. How many years have you been engaged in the business under your present name?

16 years, since 4/12/2002.

6. What other name(s) if any, has your business/company operated under and taxpayer number used: Foremost Telecommunications.

7. Please list the names of your personnel authorized to sign legal and binding Bid Documents:

Larry Halcomb

Lawrence Halcomb

Theodora Elorza

The above statements must be subscribed and sworn before a Notary Public.

Authorized Representative

SIGNATURE: _____

DATE: 1/11/2019

NAME: Lawrence Halcomb

TITLE: Sales Manager

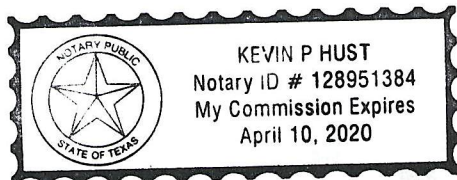
EMAIL ADDRESS: lawrence@foremost.tel

TELEPHONE NUMBER: 469-554-4014 x4403

FAX NUMBER: 469-554-4015

Notary Public for State of Texas: _____

My Commission Expires: _____



APPENDIX F. REFERENCES

1. CLIENT NAME: Laredo I.S.D.
ADDRESS: 1702 Houston St., Laredo, TX 78040
SERVICES PROVIDED: Dark Fiber, Internet, Point to Point, PRI, Long Distance
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: Miguel Munoa, Chief Technology Officer
PHONE NUMBER: 956-273-1301
EMAIL ADDRESS: mmunoa@Laredoisd.org

2. CLIENT NAME: Brownsville I.S.D.
ADDRESS: 1900 Price Road, Brownsville, TX 78521
SERVICES PROVIDED: Voice, PRI, and Internet Services
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: Todd Nichols, Assistant Administrator of Technology Services
PHONE NUMBER: 956-554-2702
EMAIL ADDRESS: todda@bisd.us

3. CLIENT NAME: Pharr San Juan Alamo I.S.D.
ADDRESS: 601 E. Kelly Ave.
SERVICES PROVIDED: Voice, PRI, Fiber Internet, Long Distance
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: David Lopez, Information Systems Management
PHONE NUMBER: 956-354-2080
EMAIL ADDRESS: david.lopez@psjaisd.us

4. CLIENT NAME: Corpus Christi I.S.D.
ADDRESS: 801 Leopard Street, Corpus Christi, TX 78401
SERVICES PROVIDED: Voice, Long Distance, Internet, SIP Trunking
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: Charlie Saldivar, Telecommunications Coordinator
PHONE NUMBER: 361-695-7200
EMAIL ADDRESS: Charlie.Saldivar@ccisd.us
5. CLIENT NAME: United I.S.D.
ADDRESS: 201 Lindenwood Drive
SERVICES PROVIDED: Voice, PRIs
DATE(S) OF SERVICES: _____
CONTACT NAME & TITLE: Casey King, Telecommunications System Supervisor
PHONE NUMBER: 956-473-6269
EMAIL ADDRESS: cking@uisd.net

**APPENDIX G.
CERTIFICATE OF INSURANCE COVERAGE**

Please See Included Certificate of Insurance

VENDOR NAME: _____

ADDRESS: _____

NAME OF SURETY: (TYPE OR PRINT) _____

NAME OF AGENT: (TYPE OR PRINT) _____

AGENT'S PHONE NUMBER: _____

The below signed hereby certifies that the following information is true and correct.

Please See Included Certificate of Insurance

Type of Insurance	Minimum Required Limits	Policy or Binder Number	Actual Limits Provided	Expiration Date

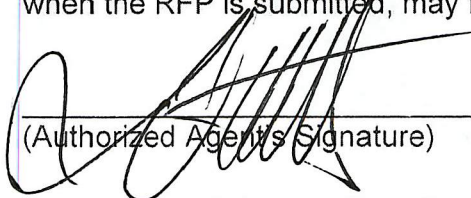
Please See Included Certificate of Insurance

The following additional clauses will be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

The successful Vendor will be required to provide proof of insurance coverage as shown in the General Conditions of the RFP and Contract, prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. **PROOF THAT COVERAGE IS EITHER CURRENTLY IN PLACE OR WILL BE PROVIDED MUST BE SUBMITTED WITH THE BID.** This can be done by one of the two following methods:

Complete form "CERTIFICATION OF INSURANCE COVERAGE" or

Submit a Certificate of Insurance on a form provided by your Insurance Agent. Failure to provide the required insurance coverage by either of the two (2) methods described above when the RFP is submitted, may result in rejection of your RFP.



(Authorized Agent's Signature)

1/24/2019

(Date)

Please See Included Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078	CONTACT NAME: Greg Klement	FAX (A/C, No): (972) 562-7129	
	PHONE (A/C, No, Ext): (972) 562-7455	E-MAIL ADDRESS: greg@klementagency.com	
INSURED Foremost Telecommunications Corporation P.O. Box 261160 Plano TX 75026-1160	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : LIBERTY MUTUAL		051116
	INSURER B : TEXAS MUTUAL INSURANCE		019746
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	X	BKS1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	BAA1957332862	09/13/2018	09/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DED \$ 1,000
A	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐	X		USO1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 RETAINED LIMIT \$ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	TSF0001290033--18	07/01/2018	07/01/2019	☒ WC STATUTORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROPERTY	X	X	BKS1957332862	09/13/2018	09/13/2019	BUILDING LOC #4 368,732 CONTENTS (4 TOTAL LOC) 298,822 DEDUCTIBLE 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

AI 112022

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Fax: () -

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ACORD 25 (2010/05)
CONFIDENTIAL

APPENDIX H.
COST PROPOSAL FORM
(TO BE SUBMITTED WITH SERVICE PROPOSAL)

COMPANY NAME: Foremost Telecommunications Corporation

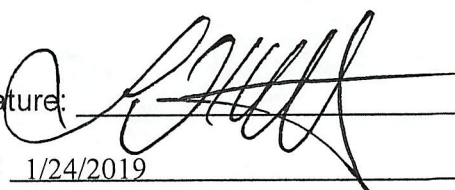
ADDRESS: 5757 Alpha Rd. Suite 107

CITY, STATE, ZIP Dallas, TX 75240

PHONE NUMBER: 469-554-4014

TO: THE CITY OF WESLACO

The undersigned, doing business under the full and complete legal firm name as set forth below, propose to provide telecommunication, data and internet services to The City of Weslaco in accordance with Special Terms and Conditions, General Terms and Conditions, Scope of Work, and other documents of this Request for Proposal.

Printed Name: Lawrence F. Halcomb Signature: 

Title: Sales Manager Date: 1/24/2019



Foremost Telecommunications began offering internet and telephone services in 2002, and has offices in Dallas, Corpus Christi, the Rio Grande Valley, and San Antonio.

Our Products Include

Telephone Lines

(Traditional and VoIP)

Fiber

Local & Long Distance

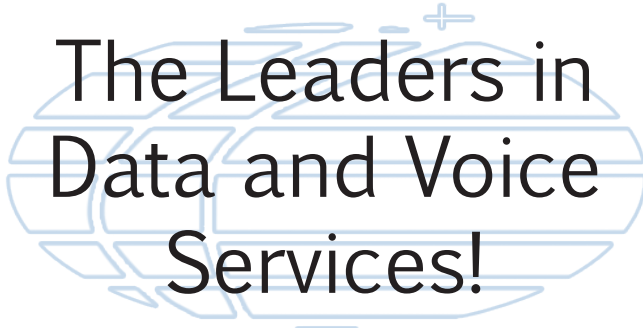
Private Line Service and MPLS

PRI

Toll Free Service

And More!

The Leaders in Data and Voice Services!

A stylized graphic of a globe with latitude and longitude lines, rendered in a light blue, semi-transparent style, positioned behind the central header text.

We Provide Unparalleled Data and Voice Solutions for:

- Businesses of any Size-
 - Schools and Government Organizations-
 - Non-Profit Organizations-
 - Your Business!-
-

Multiple Locations
Multiple Services
One Invoice
No Problems

Call Foremost at
(844) 440-4444
for a quote today!



Our Products Include

Hosted PBX

VPN Services

Collocation

Disaster Recovery

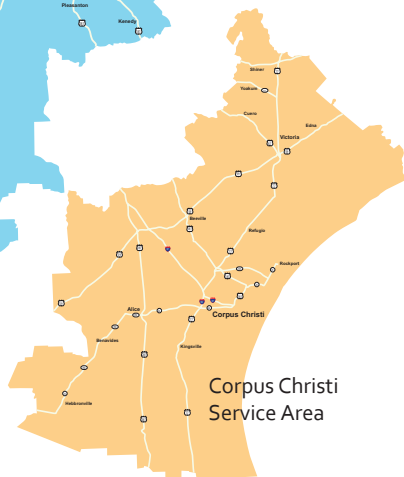
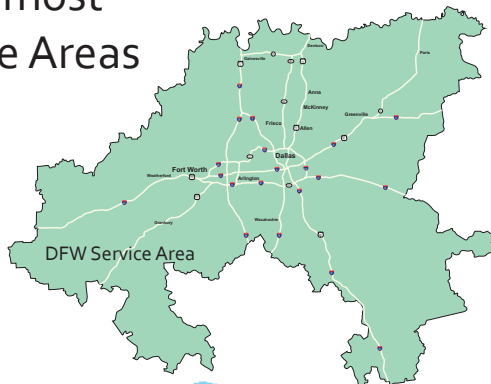
Metro Ethernet

Hosting

Managed Network

And More!

Foremost Service Areas



Foremost
Toll-Free: (855) 205-4400
Toll-Free Fax: (855) 205-4445



**Office locations all over Texas,
so we're always local!**

DALLAS/FORT WORTH

And Surrounding Areas

5757 Alpha Road, Suite 110
Dallas, Texas 75240

CORPUS CHRISTI

Alice, Beeville, Kingsville, and Victoria

606 N. Carancahua St. Suite 822
Corpus Christi, Texas 78401

RIO GRANDE VALLEY

From Brownsville to Zapata

515 E. Jackson Street
Harlingen, Texas 78550

SAN ANTONIO and LAREDO

Including Surrounding Areas

100 Taylor Street, Suite 260
San Antonio, TX 78205

We now also service
Austin, Houston, and Beaumont!



**Business Class
Telephone
&
Internet Services
To Help YOU Succeed!**

Foremost Telecommunications
and Cloud Services offer a
diverse array of voice and data
services to provide your
organization with the tools
necessary for success.
Ask us today how we can
provide a superior solution for
you!





*Multiple Locations.
Multiple Services.
One Invoice.
No Problems.*

OUR SERVICES INCLUDE

Local Telephone Lines
(Traditional or VoIP)

Fiber

Hosted PBX

MPLS

PRI

Long Distance and Private Line
DID and Remote Branch Office Numbers

E-mail and Web Hosting

Collocation and Disaster Recovery

Managed Networks

VPN Services

And More!

*We Provide Unparalleled Data and Voice Solutions for
Businesses of any Size
Schools and Government
Non-Profit Organizations
Your Business!*

WWW.FOREMOSTTELECOM.COM



Every business has a need for quality data and voice services. Communication is critical to a business, and the ability to balance cost with utility can make or break a business. At Foremost, our speciality is helping the average business maximize the capabilities and performance of their telecommunications services without affecting their bottom line.

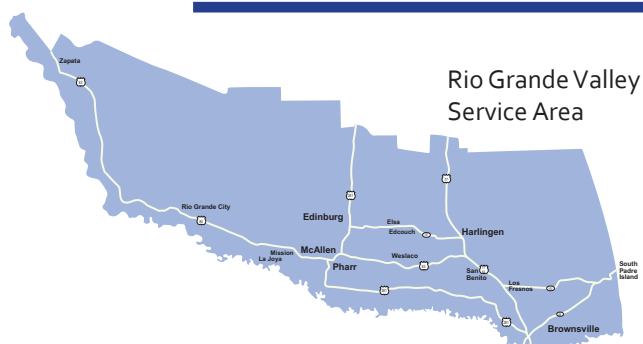
Reliable.

Effective.

Texas Based. Texas Proud.

Competitive.

Dedicated.



*Business Class
Telephone and Internet Services
To help YOU succeed!*

Contact us Today for a Consultation!

FOREMOST TELECOMMUNICATIONS
515 E. JACKSON STREET
HARLINGEN, TEXAS 78550
LOCAL: (956) 507-4014
FAX: (956) 507-4445
SALES@FOREMOST.TEL

WWW.FOREMOSTTELECOM.COM

[illegible]

City Office	Type of Service	Current Speed	Current Company	Current Cost
City Hall	Fiber	1Gbps	SmartCom	\$852.61
Police Department	Fiber	1Gbps	SmartCom	\$652.61
Public Works	Fiber	1Gbps	SmartCom	\$652.61
Public Library	Fiber	1Gbps	SmartCom	\$652.61
Fire Station 3	Fiber	1Gbps	SmartCom	\$652.61
Airport	Fiber	100Mbps	SmartCom	\$202.61
Wastewater Plant	Fiber	100Mbps	SmartCom	\$301.61
North Water Plant	Fiber	100Mbps	SmartCom	\$301.61
South Waste Water Plant	T1	1.5Mbps	SmartCom	\$152.61
City Hall	PRI (2)		SmartCom	\$799.66
Police Department	PRI		SmartCom	\$399.83
Public Library	PRI		SmartCom	\$376.05
City Hall MIS	Fiber	200Mbps	SmartCom	\$622.61
		Total out of IT Budget Only		\$5,843.76
		Total including PD and Library PRIs		\$6,619.64

SmartCom Total Annual Cost - Current
\$70,125.12
Not City Hall Expense - PD & Lib PRIs
\$9,310.56
Total 2018-2019 Annual Expense not including POTS Lines and Long Distance
\$79,435.68
Total IT Budget 2018-2019
\$73,700.00
PD Budget for PRI
\$4,797.96
Public Library Budget for PRI
\$4,512.60
Budget Amount Balance Remaining to cover cost for Long Distance and POTS Lines
\$3,574.88

City Office	Type of Service SmartCom	Proposed Speed Hosted Core	Proposed Cost
City Hall - Upgrade	Fiber	10Gbps	\$349.00
Police Department - Upgrade	Fiber	10Gbps	\$349.00
Airport - Upgrade	Fiber	1Gbps	\$339.00
Public Works	Fiber	1Gbps	\$339.00
Public Library	Fiber	1Gbps	\$339.00
Fire Station 2 - New Add	Fiber	1Gbps	\$339.00
Wastewater Plant - Upgrade	Fiber	1Gbps	\$339.00
North Water Plant - Upgrade	Fiber	1Gbps	\$339.00
Fire Station 3	Fiber	1Gbps	\$339.00
SW Water Plant - Upgrade	Fiber	1Gbps	\$339.00
City Hall	PRI (2)		\$438.00
Police Department	PRI		\$219.00
Public Library	PRI		\$219.00
City Hall - MIS - Upgrade	Fiber	1Gbps	\$999.00
City Hall - Guest - New Add	Fiber	1Gbps	\$899.00
	Total out of IT Budget Only		\$5,746.00
	Total including PD and Lib PRIs		\$438.00

SmartCom Total Annual Cost - Proposed
\$68,952.00
Not City Hall Exp
\$5,256.00
Total 2018-2019 Annual Expense not including POTS Lines and Long Distance
\$74,208.00
Total IT Budget 2018-2019
\$73,700.00
PD Budget for PRI
\$4,797.96
Public Library Budget for PRI
\$4,512.60
Budget Amount Balance Remaining to cover cost for Long Distance and POTS Lines
\$8,802.56
Cost Savings with upgrading services with SmartCom
\$5,227.68

City Office	Type of Service Foremost	Proposed Speed Maximum	Proposed Cost
City Hall	PRI (2)		\$690.00
City Hall - Upgrade	Fiber	10Gbps	\$2,545.00
City Hall - MIS - Upgrade	Fiber	1Gbps	\$765.00
City Hall - Guest - New Add	Fiber	1Gbps	\$425.00
Police Department	PRI		\$345.00
Police Department - Upgrade	Fiber	10Gbps	\$2,545.00
Public Library	PRI		\$345.00
Public Library	Fiber	1Gbps	\$425.00
Airport	Fiber	1Gbps	\$425.00
Public Works	Fiber	1Gbps	\$425.00
Wastewater Plant - Upgrade	Fiber	1Gbps	\$425.00
North Water Plant - Upgrade	Fiber	1Gbps	\$425.00
Fire Station 3	Fiber	1Gbps	\$425.00
SW Water Plant - Upgrade	Fiber	1Gbps	\$425.00
Fire Station 2 - New Add	Fiber	1Gbps	\$425.00
	Total out of IT Budget Only		\$11,060.00
	Total including PD and Lib PRIs		\$690.00

\$132,720.00

\$8,280.00

Foremost Total Annual Cost - Proposed
\$132,720.00
Not City Hall Exp
\$8,280.00
Total 2018-2019 Annual Expense not including POTS Lines and Long Distance
\$141,000.00
Total IT Budget 2018-2019
\$73,700.00
PD Budget for PRI
\$4,797.96
Public Library Budget for PRI
\$4,512.60
Budget Amount Balance Remaining to cover cost for Long Distance and POTS Lines
(\$57,989.44)
Cost Savings with upgrading services with SmartCom
(61,564.32)



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2018-1951	
From:			
Subject: Approval on the submission of a Letter of Intent to the US Army Corps of Engineers under the Flood Plain Management Service Program, Section 206 of the Flood Control Act of 1960 and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.)			
Background: Staff is requesting to submit a Letter of Intent to apply for grant funding with the US Army Corps of Engineers under Section 206. There is no local match requirement for planning grant funds for amounts up to \$100,000 and a 50/50 match contribution thereafter. The grant, if awarded, will focus a study for hydrology, updating FEMA Flood maps, rainfall projections as well as possible inflow/outflow projections from outside of the Weslaco City limits. The approval process is coordinated with the local division office in Galveston, Texas. If approved, staff will coordinate with Engineering, the Drainage Committee and consultants to prioritize eligible project areas.			
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 item has not been presented to the Drainage Committee however they are aware of the City's efforts to coordinate projects with the Army Corps of Engineers.			
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			

Attachments, if any:

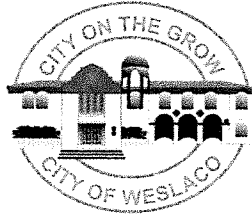
ACOE - Flood Plain Management Service Program Secion 206

Responsibilities upon Approval:

Execute grant agreement, if approved for funding.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

January 30, 2019

Colonel Lars N. Zetterstrom
District Commander
USACE, Galveston District
2000 Ft. Point Rd
Galveston, TX 77550

ATTN: Project Management Branch

Dear COL Zetterstrom:

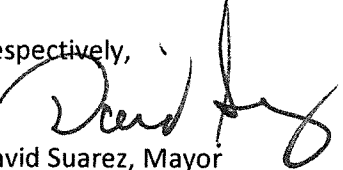
This is in reference to your Flood Plain Management Service Program. We understand that Section 206 of the Flood Control Act of 1960, as amended, authorizes the Corps to help others mitigate flood losses. The City of Weslaco requests assistance for a Regional Watershed Assessment, in Hidalgo County, Weslaco, Texas.

The City of Weslaco has identified a continuing flooding problem within the City of Weslaco and surrounding areas due to a history of unregulated development and aging infrastructure. Over the past several decades the City of Weslaco has experienced recurring flooding issues, from natural disasters to severe storms. Due to local terrain, increasing economic and population growth, aging infrastructure, and a history of unregulated development within the city and surrounding areas, the city has struggled with developing and maintaining sufficient capacity for runoff. Flooding has impacted residential homes and business owners as well as the City's ability to provide emergency response services.

Property descriptions, of flooded areas are enclosed. Upon your review of this initial request, we would like to discuss the availability of information, required schedule, and level of effort required.

The City of Weslaco has designated Interim Assistant City Manager/Aviation Director Andrew Muñoz as the point of contact for this project. He may be reached at (956) 587-2455.

Respectively,


David Suarez, Mayor
City of Weslaco

Cc: Mike R. Perez, City Manager
Andrew Munoz, Interim Assistant City Manager/Aviation Director

Flood Plain Management Services

Under the authority provided by **Section 206** of the 1960 Flood Control Act (PL 86-645), as amended, the Corps of Engineers can provide the full range of technical services and planning guidance that is needed to support effective flood plain management. General technical assistance efforts under this program includes determining: site-specific data on obstructions to flood flows, flood formation, and timing; flood depths, stages or floodwater velocities; the extent, duration, and frequency of flooding; information on natural and cultural flood plain resources; and flood loss potentials before and after the use of flood plain management measures. Types of studies have been conducted under the FPMS program include: flood plain delineation/hazard, dam failure analyses, hurricane evacuation, flood warning, floodway, flood damage reduction, stormwater management, flood proofing, and inventories of flood prone structures.

Cost Sharing Requirements. Efforts under this program are generally conducted at 100 percent Federal expense, except in those instances where the requestor is another Federal agency or a private party. In those cases the work is conducted on a 100 percent cost recovery basis.

Study Process. The process for FPMS assistance begins after a state, regional, local government, or Native American Indian tribe requests Corps of Engineers assistance under the program. When funding is available, the Corps of Engineers will work with the requesting organization to develop a scope of work and assemble the appropriate study team for the effort being requested. At their option, the requesting organization may provide voluntary contributions toward the requested services to expand the scope or accelerate the provision of those services. All requestors are requested to furnish available field survey data, maps, historical flood information, etc., to help reduce the cost of services.

Study Cost	Final Design/ Construction Costs
FPMS assistance is 100 percent federally funded. Other Federal agencies and private parties must pay 100 percent of the costs of all FPMS efforts.	The program does not give the Corps the authority to complete detailed final designs or construction activities.

How to Request Assistance. Requests for assistance should be in the form of a letter that includes the location and nature of the problem to be investigated. The request should be submitted by a state, local government agency, or eligible Native American Indian tribe to Colonel Lars N. Zetterstrom, District Commander, U.S. Army Corps of Engineers, Galveston District, 2000 Fort Point Road, Galveston, TX 77550. For more information call Lisa McCracken Mairs at 409-766-3913.



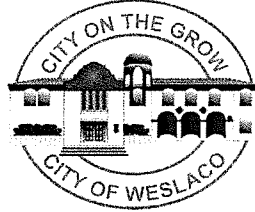
Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2018-1951	
From:			
Subject: Approval on the submission of a Letter of Intent to the US Army Corps of Engineers under the Planning Assistance to State Program, Section 22 of the Water Resources Development Act of 1974, as amended and authorize the Mayor to execute any related documents. (Staffed by City Manager's Office.)			
Background: Staff is requesting to submit a Letter of Intent to apply for grant funding with the US Army Corps of Engineers under Section 22 of the Water Resources Development Act of 1974, as amended. There is no local match requirement for planning grant funds for amounts up to \$100,000 and a 50/50 match contribution thereafter. The grant, if awarded, will address in updating FEMA flood maps, city population growth trends and rainfall projections. The approval process is coordinated with the local division office in Galveston, Texas. If approved, staff will coordinate with Engineering, the Drainage Committee and consultants to prioritize eligible project areas.			
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 item has not been presented to the Drainage Committee however they are aware of the City's efforts to coordinate projects with the Army Corps of Engineers.			
Andrew Muñoz Andrew Muñoz Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			

ACOE - Planning Assistance to State Program Section 22
Responsibilities upon Approval: Execute grant agreement, if approved for funding.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

January 30, 2019

Colonel Lars N. Zetterstrom
District Commander
USACE, Galveston District
2000 Ft. Point Rd
Galveston, TX 77550

ATTN: Project Management Branch

Dear COL Zetterstrom:

This is in reference to the Corps of Engineers Planning Assistance to State Program. We understand that the provision of Section 22 of the Water Resources Development Act of 1974 (Public Law 93-251), as amended, provides authority for the Corps to assist in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources. The City of Weslaco requests planning assistance for Regional Watershed Assessment, in Hidalgo County, Weslaco, Texas.

We would like to discuss the availability of information, required schedule, and level of effort required in order to negotiate appropriate Cost Sharing Agreement to initiate a Section 22 study.

The City of Weslaco has designated Interim Assistant City Manager/Aviation Director Andrew Muñoz as the point of contact for this project. He may be reached at (956) 587-2455.

Respectively,

David Suarez
Mayor



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2233
From: Robert Lopez		
Subject: Approval on Resolution 2019-21 to apply to the Office of the Governor's Criminal Justice Division Funding Announcement (FY2020 Criminal Justice Program, JAG) to fund salary for a non-civil service Evidence Technician in an amount not to exceed \$45,000 and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)		
Background: The purpose of this announcement is to solicit applications for projects that promote public safety, reduce crime, and improve the criminal justice system. The Weslaco Police Department will request funds to hire a non-civil service evidence technician with a salary not to exceed \$45,000.00 (Including fringe benefits NO MATCH REQUIRED)).		
Funding Source (budget code, if applicable): Office of the Governor FY2020 Criminal Justice Program (JAG)		
Amount: \$45,000.00	Term of Impact: 10/01/2019 - 09/30/2020	Identified in Current Budget: No
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):		
Robert Lopez Robert Lopez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: R2019-21 JAG grant#3814401		
Responsibilities upon Approval: Police Department will be responsible for grant compliance. Finance Department will be responsible for FSRs.		

RESOLUTION NO. 2019-XX

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Justice Assistance Grant (JAG) – Evidence Technician Grant be operated for the fiscal year 2019 to 2020; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Justice Assistance Grant (JAG) – Evidence Technician Grant to the Office of the Governor.

Grant Number: 3814401

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

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2230
From: Robert Lopez		
Subject: Approval on Resolution 2019-22 to apply to the Office of the Governor's Homeland Security Grants Division Funding Announcement (FY2020 Local Border Security Program) to fund overtime for peace officers and support staff in an amount not to exceed \$120,000 and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)		
Background: To sustain inter agency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity. This funding will be used for overtime for increase patrol/and or investigative capacity for certified peace officers, law enforcement support personnel, overtime for non-exempt administrative personnel supporting border security grants. (NO MATCH REQUIRED)		
Funding Source (budget code, if applicable): Office of the Governor Homeland Security Grants Division		
Amount: \$120,000.00	Term of Impact: September 1, 2019 to August 31, 2020	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Budget Amendment Resolution		
If item previously considered, provide date and action by Commission: Resolution 2018-26 This is a continuous grant funded application.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Robert Lopez	Created/Initiated	
Robert Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: R2019-22 LSBP2020 grant#3407203		

Responsibilities upon Approval:

Police will manage grant and compliance. Finance will submit FSRs.

RESOLUTION NO.2019-22

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the 2020 Local Border Security Program be operated for the fiscal year 2019 through 2020; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor - Homeland Security Grants Division 2020 Local Border Security Program grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2018 Local Border Security Program to the Office of the Governor.

Grant Number: **3407203**

Passed and Approved this 19th day of February 2019.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2238
From: Robert Lopez		
Subject: Approval on Resolution 2019-23 to apply to the Office of the Governor's Criminal Justice Division Funding Announcement (FY2020 Truancy Prevention and Intervention Program) to fund the First Offender Case Manager's salary, purchase a laptop and obtain an operation budget in an amount not to exceed \$75,000.00 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The purpose of this announcement is to solicit applications for projects that provide truancy prevention and intervention services.		
Funding Source (budget code, if applicable): Office of the Governor		
Amount: \$65,000.00	Term of Impact: 09/01/2019 - 08/31/2020	Identified in Current Budget: No
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):		
Robert Lopez Robert Lopez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: R2019-23 grant 3814501 truancy prevention		
Responsibilities upon Approval: Police Department will be responsible for grant compliance and finance department will report FSR's.		

RESOLUTION NO. 2019-23

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Criminal Justice Division – First Offender Program Grant be operated for the fiscal year 2019 to 2020; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division Truancy Prevention and Intervention Program, FY2020; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Criminal Justice Division – First Offender Program Grant to the Office of the Governor.

Grant Number: 3814501

Passed and Approved this 19th day of February 2019.

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CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2241
From: Robert Lopez		
Subject: Approval on Resolution 2019-24 to apply to the Office of the Governor's Criminal Justice Division Funding Announcement (General Victim Assistance Program) to fund the Crime Victim Coordinator's salary and purchase a laptop in an amount not to exceed \$50,000.00 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. (20% MATCH REQUIRED)		
Funding Source (budget code, if applicable): Office of the Governor		
Amount: \$50,000.00	Term of Impact: 10/01/2019 - 09/31/2020	Identified in Current Budget: No
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):		
Robert Lopez Robert Lopez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: R2019-24 grant 3814601		
Responsibilities upon Approval: Police department would be responsible for grant compliance and finance department will submit FSRs.		

RESOLUTION NO. 2019-24

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Criminal Justice Division – Crime Victim Coordinator Grant be operated for the fiscal year 2019 to 2020; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division General Victim Assistance Program, FY2020; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Criminal Justice Division – Crime Victim Coordinator Program Grant to the Office of the Governor.

Grant Number: 3814601

Passed and Approved this 19th day of February 2019.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2242
From: Robert Lopez		
Subject: Approval on Resolution 2019-25 to apply to the Office of the Governor's Criminal Justice Division Funding Announcement (Violence Against Women Justice and Training Program) to fund training for law enforcement officers, judges, other court personnel, other police support personnel and prosecutors on violence against women in an amount not to exceed \$30,000.00 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The purpose of this funding is to solicit applications for projects 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 (29% MATCH REQUIRED.)		
Funding Source (budget code, if applicable): Office of the Governor		
Amount: \$30,000.00	Term of Impact: 10/01/2019 - 09/31/2020	Identified in Current Budget: No
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):		
Robert Lopez	Created/Initiated	
Robert Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: FY2020 Violence Against Women Justice and Training Program Resolution, R2019-25 grant 3814701 violence against women		
Responsibilities upon Approval:		

Police department would be responsible for grant compliance and finance department will submit FSRs.

RESOLUTION NO. _____

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Criminal Justice Division – Violence Against Women Training be operated for the fiscal year 2019 to 2020; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division Violence Against Women Justice and Training Program; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Criminal Justice Division – Violence Against Women Training Grant to the Office of the Governor.

Grant Number: 3814701

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

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2019-25

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the Criminal Justice Division – Violence Against Women Training be operated for the fiscal year 2019 to 2020; and

WHEREAS, The City of Weslaco agrees to provide required matching funds for the said project as required by the Office of the Governor Criminal Justice Division Violence Against Women Justice and Training Program; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the Criminal Justice Division – Violence Against Women Training Grant to the Office of the Governor.

Grant Number: 3814701

Passed and Approved this 19th day of February 2019.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2243
From: Robert Lopez		
Subject: Approval on Resolution 2019-26 to apply to the Office of the Governor's Homeland Security Grants Division Funding Announcement (2019 State Homeland Security Program – LETPA Projects) to fund the salary of a Crime Fusion Intelligence Analyst in an amount not to exceed \$55,000 and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)		
Background: The Homeland Security Grants Division (HSGD) is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. HSGD provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state. (NO MATCH REQUIRED)		
Funding Source (budget code, if applicable): Office of the Governor		
Amount: \$55,000.00	Term of Impact: 10/01/2019 - 09/31/2020	Identified in Current Budget: No
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):		
Robert Lopez Robert Lopez Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: R2019-26 grant 3814201		

Responsibilities upon Approval:

Police department would be responsible for grant compliance and finance department will submit FSRs.

RESOLUTION NO. 2019-26

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the 2019 State Homeland Security Program LETPA Project Crime Analyst Grant be operated for the 2019 to 2020 fiscal year; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the 2019 Homeland Security Grant Program (HSGP) LETPA Projects grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2019 State Homeland Security Program LETPA Project Crime Analyst Grant to the Office of the Governor.

Grant Number: 3814201

Passed and Approved this 19th day of February 2019.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2244
From: Robert Lopez		
Subject: Approval of Resolution 2019-27 to apply to the Office of the Governor's Homeland Security Grants Division Funding Announcement (2019 State Homeland Security Program – REGULAR Projects) to purchase a drone in an amount not to exceed \$50,000 and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)		
Background: The Homeland Security Grants Division (HSGD) is soliciting applications for projects that support state and local efforts to prevent terrorism and other catastrophic events and prepare for the threats and hazards that pose the greatest risk to the security of Texas citizens. HSGD provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving a secure and resilient state (NO MATCH REQUIRED)		
Funding Source (budget code, if applicable): Office of the Governor		
Amount: \$50,000.00	Term of Impact: 10/01/2019 - 09/30/2020	Identified in Current Budget: No
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):		
Robert Lopez	Created/Initiated	
Robert Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Approval		
Attachments, if any: R2019-27 Grant 3814301 drone		

Responsibilities upon Approval:

Police department would be responsible for grant compliance and finance department will submit FSRs.

RESOLUTION NO. 2019-27

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas, that the 2019 State Homeland Security Program Regular Projects Drone Grant be operated for the 2019 to 2020 fiscal year; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the 2019 Homeland Security Grant Program (HSGP) Regular Projects grant application; and

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

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

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the 2019 State Homeland Security Program Regular Projects Drone Grant to the Office of the Governor.

Grant Number: 3814301

Passed and Approved this 19th day of February 2019.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, Interim City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2245	
From:			
Subject: Approval of a one year renewal Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: a total of \$4,000.00 per month for work performed in the course of completing of each of the following tasks listed below. (a) Re-establish the Advanced Education Pre-Hospital Education Program for the City's Fire Department. (b) Plan, develop, and coordinate in-service training for EMS personnel. (c) Coordinate all EMS Courses consistent with Texas Department of State Health Services and National Registry. (d) Provide in house certification courses for personnel. (e) Conduct monthly training and review of protocols. (f) Coordinate ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel.			
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):			
Antonio Lopez		Created/Initiated	
Antonio Lopez		Approved	
Sonia Flores		New	
Mike Perez			
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 2019-2020 Weslaco Advanced Education Consultant Contract 1-25-19			

Responsibilities upon Approval:
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ADVANCED EDUCATION CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (this "Agreement") is made this ____ day of _____ 2019, between Armando A. Martinez (the "Consultant") and _____ The City of Weslaco (the "City").

WHEREAS, the City wishes to engage the services of the Consultant to perform for the City consulting services regarding EMS Training and Continuing Education. Any additional tasks not outlined in this Agreement shall be approved as an amendment to this contract and compensated as agreed to by both parties; and

WHEREAS, the Consultant wishes to assist the City in the development of such matters;

NOW, THEREFORE, in consideration of the mutual promises herein continued, the parties agree as follows:

1. **Term.** The respective duties and obligations of the parties hereto shall commence on _____, 2019 and shall continue thereafter until _____, 2019 whichever comes first, unless terminated for cause by either party giving ninety (90) days written notice to the other party.
2. **Consultation.** During the term of this Agreement, Consultant shall zealously pursue the development and continuous emergency medical education for the City. At all times, Consultant shall conduct himself for the benefit of the City, and never knowingly take any action inconsistent with the interest of the City. Consultant will not take any action that is inconsistent with Corporation's policy or any applicable State or Federal law.
3. **Limited Liability.** The Consultant is an independent contractor of the City and is not engaged hereunder as an employee of the City. The Consultant shall not be liable to the City, or to anyone who may claim any right due to his relationship with the City or any of its employees, agents or other persons affiliated in any way with the City, for any acts or omissions in the performance of the services provided hereunder, except when said acts or omissions of the Consultant are due to his willful misconduct. The City shall indemnify and hold Consultant harmless from any obligations, costs, claims, judgments, legal fees, and other attachments arising from the performance of the services rendered to the City hereunder, except when the same shall arise due to willful misconduct of Consultant.

4. **Compensation and Expenses.** For services rendered and to be rendered hereunder, Corporation agrees to pay Consultant a total of \$4,000.00 per month for work performed in the course of completing of each of the following tasks listed below. City is responsible for all materials and certification and course costs for personnel. City shall provide instructors for the teaching of courses.
 - (a) **Reestablish the Advanced Education Pre-Hospital Education Program for the City's Fire Department.**
 - (b) **Plan, develop, and coordinate in-service training for EMS personnel.**
 - (c) **Coordinate all EMS Courses consistent with Texas Department of State Health Services and National Registry.**
 - (d) **Provide in house certification courses for personnel.**
 - (e) **Conduct monthly training and review of protocols.**
 - (f) **Coordinate ACLS, PALS, PEPP, PHTLS and AMLS courses with fire department personnel.**
5. **Confidentiality.** Consultant recognizes and acknowledges that he may have access to certain confidential information of City or of certain corporations or individuals affiliated with City, and that all such information constitutes valuable, special and unique property of City and its affiliates. Consultant agrees that , during the term of this Agreement and for a period of six (6) months after the termination of the same, he will not, without the prior written consent of City, disclose or authorize or permit anyone under his direction to disclose to anyone not properly entitled thereto any of such confidential information.
6. **Assignment.** This Agreement is personal to Consultant and Consultant shall not subcontract or assign the performance of any portion of this Agreement without the prior written consent of the City. Any purported subcontract or agreement not approved shall be governed by the provisions of the Texas General Arbitration Act.

7. **Governing Law and Venue.** This Agreement and any dispute hereunder shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties hereunder are to be performed in _____ County, Texas.

EXECUTED this _____ day of _____, 2019

_____ City,

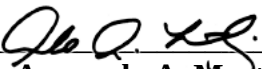
BY: _____

NAME: _____

TITLE: _____

Armando A. Martinez

Consultant

BY:  _____

NAME: **Armando A. Martinez**

TITLE: **Consultant**



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2259
From:		
Subject: Approval of the renewal of the Professional Services Contract with Dr. Andrew Levine for Emergency Medical Services Director in an amount not to exceed \$40,000.00 per year for a two-year term February 2019-February 2021 and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)		
Background: Renewal contract with Dr. Andrew Levine for Medical Director services Weslaco Fire Department EMS Division.		
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):		
Aida Vega	Created/Initiated	
Antonio Lopez	Approved	
Sonia Flores	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Medical Director Agreement		
Responsibilities upon Approval:		

MEDICAL DIRECTOR AGREEMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF WESLACO §

This Agreement is made and executed on the date of signature below by and between the City of Weslaco, Texas, a home ruled municipal Texas corporation, 255 S. Kansas Avenue, Weslaco, Texas 78596 and Dr. Andrew Levine; 914 S. Utah Ave., Weslaco, Texas 78596.

1.

The City of Weslaco hereby appoints Dr. Andrew Levine, Physician(s) currently licensed to practice medicine in the State of Texas, as the Medical Director(s) of the Weslaco Fire Department Emergency Medical Services (EMS), in compliance with the Texas Health and Safety Codes.

11.

It is agreed that the Medical Director(s) shall be paid a total of Forty Thousand Dollars (\$40,000.00) annually in equal monthly installments in exchange for the services rendered under this agreement.

III.

The Medical Director(s) will provide medical supervision of the Weslaco Fire Department's Emergency Medical Services (EMS), including serving as liaison to the medical community, develop protocols and standing orders for the EMS personnel and units, approve EMS medical equipment and personnel permitted to function within the EMS system; guide and direct the Director of Emergency Medical Services and his staff, approve EMS training programs and training personnel, receive input from emergency departments and community physicians, advise

the City of Weslaco regarding creation and enforcement of Ordinances pertaining to EMS disaster preparedness, and communications and dispatch procedures related to EMS, receive and investigate complaints, participate in ongoing medical audits, review and of EMS personnel and system functions, and report to the Texas Department of Public Safety (TDPS) the goals and progress of the EMS.

IV.

The Medical Director(s) will provide their own malpractice insurance at their own expense.

V.

This Agreement may not be sold, transferred or assigned in whole or in part by either party without the prior written consent of the other party.

VI.

The Agreement shall remain in effect for a term of two (2) years commencing the 1st day of February 2019. Either party shall have the right to cancel and terminate this agreement at any time upon 30 days written notice to the other party.

The Agreement shall be subject to change, amendment, or modification only by the mutual written consent of the parties hereto.

EXECUTED IN DUPLICATE this ____ day of February, 2019.

The City of Weslaco:

David Suarez, MAYOR

ATTEST:

Adelaida Vega, INTERIM CITY SECRETARY

APPROVED:

Juan E. Gonzalez, CITY ATTORNEY

MEDICAL DIRECTOR:

Andrew Levine, MD



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2260
From:		
Subject: Approval of Resolution 2019-28 authorizing members of staff as signatories on certain legal financial documents for the City of Weslaco with Army Navy Community Credit Union and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)		
Background: The investment of \$240,000 of Marion Booth Endowment funds was approved by the City Commission on October 2, 2018. This action is to update a resolution to the bank, naming the City's investment officers, Mr. Perez and Sonia Flores, as the designated officials authorized to administer the opening and closing of the Certificate of Deposit account.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Sonia Flores	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: R2019-28 Army Navy signaturies updated		
Responsibilities upon Approval:		

RESOLUTION NO. 2019-28

STATE OF TEXAS	§	RESOLUTION AUTHORIZING MEMBERS OF STAFF
COUNTY OF HIDALGO	§	AS SIGNATORIES ON CERTAIN LEGAL FINANCIAL
CITY OF WESLACO	§	DOCUMENTS FOR THE CITY OF WESLACO

1. I, Adelaida Vega, certify that I am the **Interim City Secretary** of The City of Weslaco, organized under the laws of Texas, Federal Employer ID Number 74-6002544, engaged in Municipal business under the name of the City of Weslaco, and that the following is a correct copy of the resolution adopted at a meeting of the City Commission duly and properly called and held on **February 19, 2019**. This resolution appears in the minutes of this meeting and has not been rescinded or modified.
2. Be it Resolved that,
 - (a) Navy Army Community Credit Union is designated as a depository for the funds of the City of Weslaco.
 - (b) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by this Financial Institution.
 - (c) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the City of Weslaco with this financial institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
 - (d) Any of the persons named below, so long as they act in a representative capacity as agents of the City of Weslaco, are authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated below, from time to time with this financial institution, concerning funds deposited in this financial institution, moneys borrowed from this financial institution or any other business transacted by and between the City of Weslaco and this financial institution subject to any restrictions stated below.
 - (e) Any and all prior resolutions adopted by the City Commission of the City of Weslaco and certified to this Financial Institution as governing the operations of the City of Weslaco's account(s), are in full force and effect, unless supplemented or modified by this authorization.
 - (f) The City of Weslaco agrees to the terms and conditions of any account agreement, properly opened by any authorized representative(s) of the City of Weslaco, and authorizes the financial institution named above, at anytime, to charge the City of Weslaco for all checks, drafts, or other orders, for the payment of money, that are properly drawn on this financial institution, and contain the required number of signatures for this purpose.
3. The officials designated below are authorized to conduct business as indicated:

	Name and Title	Signature
(A)	Mike R. Perez, City Manager	_____
(B)	Sonia Flores, Interim Finance Director	_____

Indicate A, and/or B,

- | | | |
|--------------|-----|---|
| <u>A – B</u> | (1) | Exercise all of the powers listed (2) through (9) |
| <u>A – B</u> | (2) | Open any deposit or checking account(s) in the name of the City of Weslaco |
| <u>A – B</u> | (3) | Endorse checks and orders for the payment of money and withdraw funds on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> .
Number of authorized signatures required for payroll purpose <u>1</u> . |
| <u>A – B</u> | (4) | Open any certificate of deposit account and withdraw or transfer funds from the certificate of deposit on deposit with this financial institution.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – B</u> | (5) | Transfer funds from operations account to the payroll account, investment account or paying agent approved by City Commission by telefax or other electronic means. Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – B</u> | (6) | Borrow money on behalf and in the name of the City of Weslaco executes and delivers promissory notes or other evidences of indebtedness.
Number of authorized signatures required for this purpose <u>2</u> . |
| <u>A – B</u> | (7) | Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the City of Weslaco as security for sums borrowed and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.
Number of authorized signatures required for this purpose <u>1</u> . |
| <u>A – B</u> | (8) | Enter into written lease for the purpose of renting and maintaining a Safe Deposit Box in this financial institution. Number of authorized signatures required to gain access and to terminate the lease <u>1</u> . |
| <u>A – B</u> | (9) | Authorized to make inquiries as to status, account balance pertaining to the City of Weslaco. |

4. I further certify that the City Commission of the City of Weslaco has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the power granted to the persons named who have full power and lawful authority to exercise the same.

In Witness Whereof, I have hereunto subscribed my name and affixed the seal of this Corporation on February 19, 2019.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Adelaida Vega, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-20
From:		
Subject: Discussion and consideration to approve Resolutions 2019-29 appointing a board member to an expired term on the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Fire Department.)		
Background: Mr. George Guerra was contacted and wishes to continue to serve on the Ambulance Board.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Aida Vega	Created/Initiated	
Antonio Lopez	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: 16 Bd Appt, Ambulance Advisory Board 111218 mv, R2019-29 Ambulance Board		
Responsibilities upon Approval:		

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary; Updated August 2016

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



Application for Service

City of Weslaco Boards and Committees

Name of Applicant:		Telephone Number:	
E-Mail Address:		Alternate Phone Number (work/cell):	
Home Address:		☐ Inside City Limits ☐ Outside City Limits	
City:	State:	Zip Code:	
How many years have you lived at this residence?		Do you own this house? ☐ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)			
List of Civic Involvement and Business Experience:			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☐ No	
Are you related to any member of the Commission? ☐ Yes or ☐ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☐ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☐ No		If so, which and when?	
Do you consent to release this info to the public? ☐ Yes or ☐ No		Are you age 25 or older? ☐ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt:	
Applicant's Signature:			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

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

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

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

C. Confirmation

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

D. Attendance

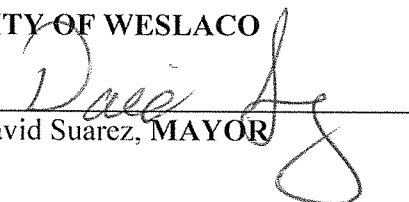
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

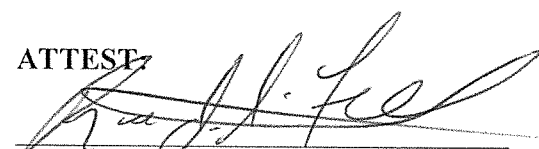
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

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

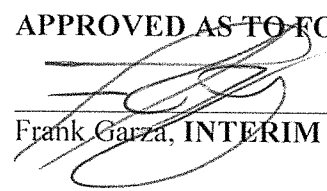
CITY OF WESLACO


David Suarez, MAYOR

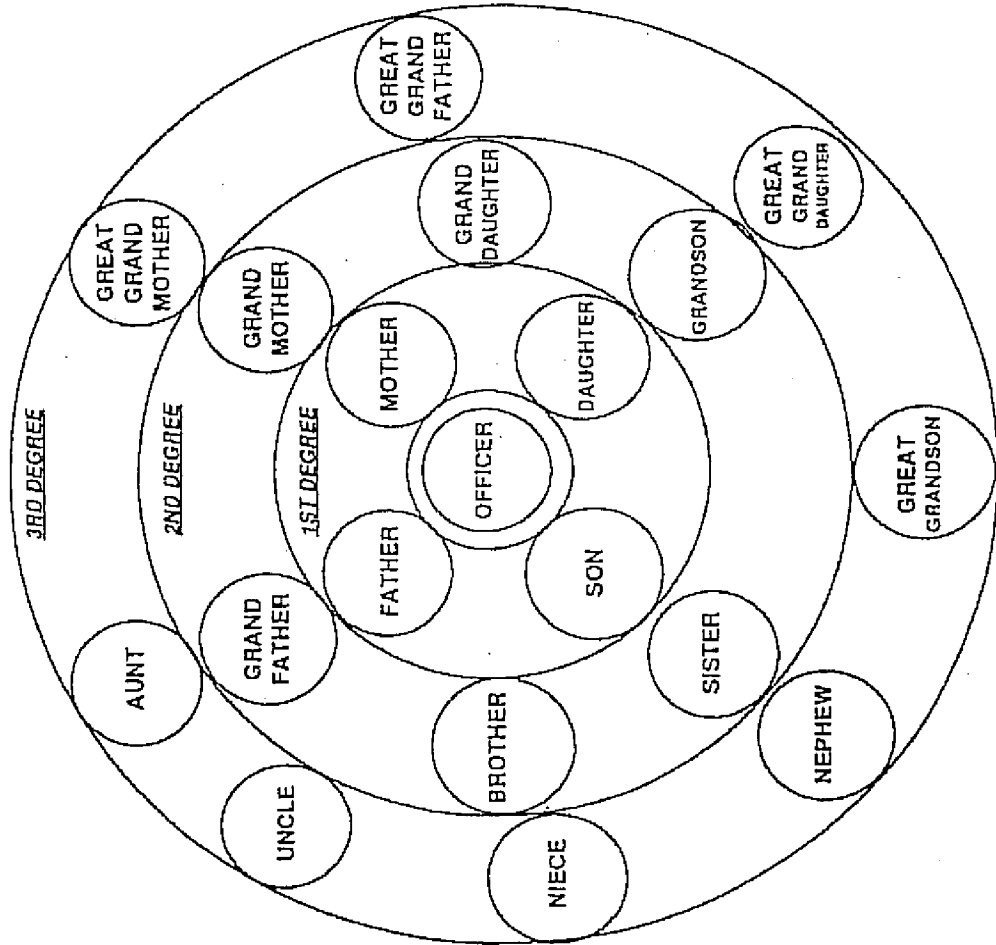
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

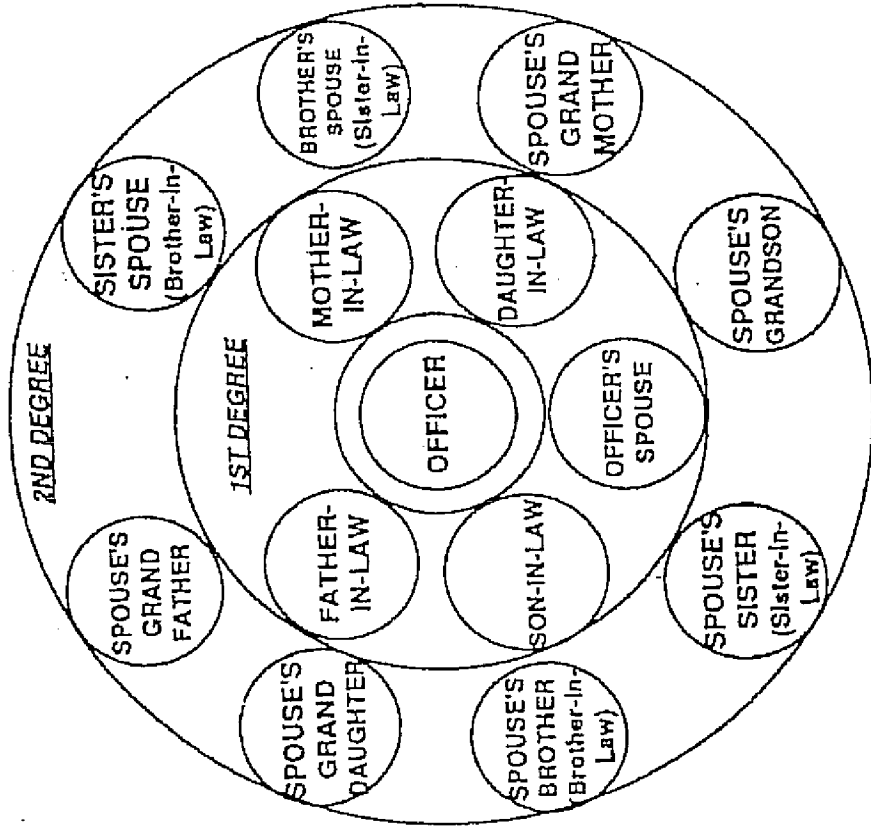
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

AMBULANCE ADVISORY BOARD

TERM EXPIRES	FIRST NAME	LAST NAME
3/15/2020	Patrick	Gonzalez
2/16/2020	Sergio	Lozano, DDS
2/7/2020	Lt. Ted	Walensky
4/17/2019	Patrick B.	Kennedy
5/6/2019	Sandra	Esquivel
3/20/2019	George	Guerra
12/20/2020	Annette	Valadez

As of 111218 mv

As of this date no new interest on file.

RESOLUTION NO. 2019-29

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE AMBULANCE ADVISORY BOARD.**

WHEREAS, the City of Weslaco has established the Ambulance Advisory Board pursuant to Section 14-1(A) of Ordinance No. 78-39; and

WHEREAS, the terms of the members of this board are for two years; and

WHEREAS, the Ambulance Advisory Board members shall serve without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____
is appointed to serve on the Ambulance Advisory Board and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 19th day of February, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

WESLACO RCYCLING COMMITTEE TASK FORCE

Date appointed	Term Expires	First	Last
3/21/2017	3/21/2019	Manuel	Ramos
3/21/2017	3/21/2019	Gail	Weigel Ortiz
3/21/2017	3/21/2019	Ignacio H.	Cavazos
3/21/2017	3/21/2019	Maria L.	Gonzalez
3/21/2017	3/21/2019	Jim	Chapman

As of 30718 mv

As of this date no new interest on file.

RESOLUTION NO. 2019-30

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE WESLACO RECYCLING TASK FORCE COMMITTEE**

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, members shall serve without compensation and may be eligible for reappointment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT a Weslaco Recycling Committee Task Force is hereby created.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 19th day of February, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2019-31

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE WESLACO RECYCLING TASK FORCE COMMITTEE**

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center.

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, the members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 19th day of February, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2019-32

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE WESLACO RECYCLING TASK FORCE COMMITTEE**

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center.

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, the members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 19th day of February, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2019-33

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE WESLACO RECYCLING TASK FORCE COMMITTEE**

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center.

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, the members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 19th day of February, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2019-34

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING MEMBERS TO
THE WESLACO RECYCLING TASK FORCE COMMITTEE**

WHEREAS, This Commission finds merit in establishing an ad hoc citizen's committee to solicit suggestions and recommendations and encourage participation toward the planning and facilitating of programs and activities; and

WHEREAS, After public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, The Committee shall concurrently consider challenges and opportunities to promote awareness to reduce, reuse, recycle and encourage participation toward the common goal of a positive public image for the Weslaco Recycling Center.

WHEREAS, as it is intended to serve ad hoc, the work of this Committee shall be limited to one year from establishment; and

WHEREAS, there shall be ten (10) members in the Weslaco Recycling Committee Task Force who shall be appointed by the Weslaco City Commission and shall be comprised of three Commissioners, one representative of the Public Works Department, one representative of Republic Services, and five citizens; and

WHEREAS, the members shall serve without compensation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve on the Committee and the term will begin on _____, 20____, and will expire on _____, 20____.

PASSED AND APPROVED on this 19th day of March, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Aida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 19, 2019	Agenda Item No. (to be assigned by CSO): 2018-1817	
From:		
Subject: Discussion and consideration to award the Request for Bid received for the construction of the new fire station and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)		
Background: On June 26, 2018, staff received and tabulated seven (7) proposals for RFP No. 2017-18-11 for the proposed Fire Station project. The estimated project cost was advertised at \$900,000.00. Based on the Architect's Cost Estimate at the time of the bidding process, the project budget was raised to \$1,250,000.00. The lowest proposal bid was \$1,539,000.00, with a bid alternate of \$160,000.00 for a total bid price of \$1,699,000.00 from Tri-Gen Construction. The highest bid price, with bid alternate, was \$2,219,610.00. The difference between the advertised cost estimate and lowest bid price is \$799,000.00, with bid alternate included. The City Commission instructed staff and the City Manager's Office to review the bids and Architect's Cost Estimate(s) to provide bid justification(s) as well as negotiate bid pricing. Over the past nine (9) months, staff has been reviewing the building plans and specifications to determine where costs could be reduced. Staff met several times with the Architects to discuss design, costs, specifications, materials. Tri-Gen Construction, LLC has provided a letter stating the proposed price was still valid and they would honor the price as identified in the bid, except Bid Alternate No. 1. The bid proposal exceeds the proposed project budget. Staff is recommending negotiating with the lowest bidder to formalize a Best and Final Offer.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission: May 2017 was the original date bid proposals were presented to the City Commission.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: March 2018 to April 2019.		

Advisory Review, if any (name of board/committee, date of action, recommendation):	
Andrew Muñoz	Created/Initiated
Andrew Muñoz	Approved
Mike Perez	Final Approval
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends awarding the proposal to the lowest bidder and begin negotiating a Best and Final Offer (BAFO).	
Attachments, if any: 2017-18-11 tabulation, 2017-18-11 Sign in Form, Ltr_TriGen_Original Proposal-013119	
Responsibilities upon Approval: Begin negotiating a Best and Final Offer (BAFO).	

NORTH SIDE FIRE STATION TABULATION
RFP No.: 2017-18-11 / Opening Date: 6/26/2018

Tri-Gen Const. 2900 N. Texas Blvd. #201 Weslaco, Tx. 78596 956-447-1048 Connie Bearden trigenconnie@gmail.com	NM Contracting, LLC 2022 Orchid Ave. McAllen, Tx. 78504 956-631-5667 Noel Muñoz noeljmr@nmcontracting.us	Pecock General Contr. 801 East Grimes Harlingen, Tx 78550 956-423-5683 Tre Peacock trepeacock@hotmail.com	E-Con Group, LLC 3025 S. sugar Rd. Edinburg, Tx. 78539 956-259-8005 Gilbert Enriquez genriquez@econgroun.us	Gonzalez De La Garza 4112 N. 22nd St. #100 McAllen, Tx. 78504 956-232-2863 Edward R. De La Garza edelagarza@gd-us.com	Arell Const. 2614 E. Griffen Parkway Mission, Tx. 78572 956-686-7500 Arlina Ramos arlinaramos@gmail.com	Centennial Contractors 11111 Sunset Hills Rd. #350 Reston, VA 20190 703-885-4600 Geoff Preisman www.cce-inc.com
\$ 1,539,000.00	\$ 1,591,300.00	\$ 1,702,000.00	\$ 1,730,000.00	\$ 1,730,000.00	\$ 2,110,883.00	\$ 2,020,247.00
\$ 160,000.00	\$ 130,500.00	\$ 196,000.00	\$ 164,000.00	\$ 200,000.00	\$ 40,492.00	\$ 199,363.00
\$ 1,699,000.00	\$ 1,721,800.00	\$ 1,898,000.00	\$ 1,894,000.00	\$ 1,930,000.00	\$ 2,151,375.00	\$ 2,219,610.00

USB

Tabulation created by: Homer Rhodes on 6/26/2018



CITY OF WESLACO

SIGN IN FORM



Proposal Opening
North Side Fire Station RFP No.: 2017-18-11
6/26/2018 AT 3:00 pm

Signature	Name of Company	Date	Phone No.	E-mail
	City of Weslaco	6/26/2018	447-2240	hrhodes@weslacotx.gov
Ed. Alvarado Jr AIA	ALVARADO ARCH.		214 478 4454	ed.alvaradoarchitects.com
MARIO GARZA JR.	ALVARADO ARCH.	6/26/18	956-464-8258	mario@alvaradoarchitects.com
Connie Berarden	Trigen Const	6/26/18	956-447-1048	trigenconnie@gmail.com
Sergio Saldana	Centennial	6-26-18	956-778-8375	ssaldana@ccc-inc.com
Roy Hernandez	Peacock Gen. Contractor	6/26/18	956-423-6733	Peacockgeneral@hotmail.com
Domingo Pequeno	CONZALEZ DE LA COATZA	6/26/2018	456-605-3772	dpequeno@gd-us.com
	City of Weslaco	6/26/18	956-968-3181	mgonzalez@weslaco.gov
Michael Ramos	NAT Contracting	6/26/18	210-848-2077	miker@natcontracting.us
	NAT CONTRACTING LLC	6/26/18	631-5667	MATTC@NATCONTRACTING.US
	Arell Construction	6/26/18	330-9708	arellconstruction@yahoo.com
Paul Hinojosa	Jarrold - ECON Group	6/26/18		
JAYME ENRIQUEZ	ECON GROUP	6-26-18	259-8005	jenriquez@econgroup.us
	City of Weslaco		959-0241	amunoz@weslaco.gov
	City of Weslaco	6-26-18	447-3415	

Jaime Hernandez
Mardoqueo Hinojosa

City of Weslaco
City of Weslaco

6-26-18 447-3405
6-26-18 447-3403

mhinjosa@weslaco.gov



Tri-Gen Construction, LLC
2900 N. Texas Blvd. Suite 201
Weslaco, Texas 78599
T: 956.447.1048
F: 956.447.2003

January 23, 2019

City of Weslaco
Alvarado Architects

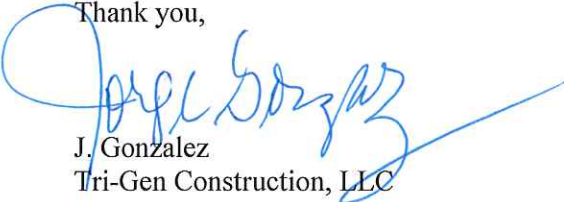
Re: Northside Fire Station

Dear Sirs,

Please be advised that this letter is to confirm that the budget of \$1,539,000.00 that we turned in for the Northside Fire Station is still good. We look forward to working with you on this project.

If there are any more questions, please do not hesitate to contact our offices at (956) 447-1048.

Thank you,


J. Gonzalez
Tri-Gen Construction, LLC



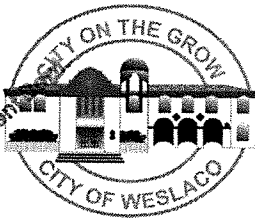
Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2218	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of Della Fay Perez, to approve Ordinance 2019-07 to rezone 903 S Border Ave. also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2019-07. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-family dwelling district to R-2 Duplex and apartment district. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on January 25, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the City Commission appeared in The Monitor on January 21, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning Commission recommended approval on February 6, 2019.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Deny.			
Staff Recommendation: Staff recommends denial based on 2040 land use map.			
Attachments, if any: 903 Border - Attachments, 903 S Border- Aerial, O2019-07 rezone 903 S Border			

Responsibilities upon Approval:

Staff will notify applicant.

RECEIVED
JAN 15 2019
Planning &
Code Enforcement



APPLICATION FOR REZONING

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

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

FILE NO. REZ 19-00005

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 4 Block 164

Subdivision Name Stebbins Subdivision

Street Address 903 S. Border Avenue

Existing Zoning _____ Existing Land Use _____

Proposed Zoning _____ Proposed Land Use R-2

DFP \$300.00 non-refundable filing fee.

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

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

DFP City and school tax receipts attached. — Exemption attached

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

APPLICANT

Name Della Fay Perez Phone 956-867-0755

Address 409 W. Nolana Avenue Fax: _____

City McAllen State Tx Zip Code 78504 E-Mail: dellafay@aol.com

OWNER

Name Green Valley Foundation, Inc. DBA Angels of Love Phone (956) 972-0685

Address 409 W. Nolana Avenue Fax: _____

City McAllen State TX Zip Code 78504 E-Mail: angelsoflove0685@aol.

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

Signature Della Fay Perez Date 1/14/2019
Owner

Signature Della Fay Perez Date 1/14/2019
Applicant

Signature _____ Date _____
Authorized Agent

2464554

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published Date _____

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

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

Ordinance No. _____

THE INTENT OF ZONING

Zoning is defined as the division of a municipality into districts for the purpose of regulating the use of private land. A city's police powers enable the municipality to regulate various land welfare of the entire public. They have been designed to lessen the congestion in the streets; to secure safety from, fire, panic, or other dangers; to provide adequate light and air, to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewage, schools, parks and other public requirements. Zoning must be done in accordance with a comprehensive master plan. Such a plan will be a pattern for future development and prohibits the arbitrary and capricious control of land.

HOW AM I AFFECTED

A city's unique character, just like Weslaco is preserved through the various arrangements of land uses permitted in an area. If incomplete land uses are placed together then the safety and character of Weslaco will be placed in danger. Zoning is used as a tool to establish and maintain the character of a neighborhood, if improper land uses are permitted; in the future they became non-conforming uses and spoil the character of an area. Zoning intent is to prevent this and cannot deny the continued use of a site if the site is non-conforming to the rest of the area. The intent of zoning is to provide guidelines for creating compatible land uses and provide the character Weslaco wishes to preserve.

A STATEMENT ON WESLACO'S ZONING ORDINANCE

Weslaco's Zoning Ordinance consists of the description of uses permitted in each district. It defines the different types of uses permitted in each zone. The Zoning Ordinance specifies height regulations, accessory building regulations parking and loading regulations and area, and density regulations.

WHAT IF A BUILDING OR SITE DOES NOT COMPLY WITH ITS ZONING

If a building infringes upon the required building setbacks requirements; the Weslaco Board of Adjustments and Appeals of Zoning must consider the granting of an exception and may permit modifications to various building and lot requirements when necessitated. This may be due to the unusual size or shape of a parcel of land. Board of Adjustments and Appeals of Zoning Petition Packages are available at the Planning Department.

REZONING APPLICATIONS INSTRUCTIONS

1. Application form must be completed in full with applicant's signature.
2. Statement must be attached to the application stating why the rezoning is requested and the type of operation to be conducted on the property.
3. A three-hundred dollar (\$300.00) application fee must also be submitted along with the application.
4. Once the application is submitted in completed form, the Planning Department is required by State Law to notify by mail all property owners within the 200 foot radius of the affected proposed zone change and advertise in a newspaper fifteen (15) days prior to the public hearing to be held by both the Planning and Zoning and City Commissions on the zone change request.
5. After the Planning and Zoning Commission meeting, the request will be placed on the next available City Commission agenda for final consideration.
6. Should the Planning and Zoning Commission or the owners of 20% of the property within the 200 foot radius of the proposed zone change request, oppose the request, a $\frac{3}{4}$ th vote will be required by the City Commission to receive approval.
7. Only after the second and final reading by the City Commission of the rezoning ordinance, may the activity proposed on the property begin operation after all appropriate permits have been issued.

REZONING
DETAILED
SITE PLAN &
MAP



ANGELS OF LOVE RGV

409 W. Nolana Avenue, McAllen, Texas 78504

Phone: (956) 972-0685

Email: angelsoflove0685@aol.com

REZONING DIMENSION SITE PLAN

TO: WESLACO PLANNING AND ZONING COMMISSION

FROM: ANGELS OF LOVE RGV

DATE: JANUARY 14, 2019

Dear Committee members,

Angels of Love was founded with the purpose of developing a full array of services for children and families who are victims of abuse. It is our intention to fill the service gaps left by underfunded and understaffed governmental services to children and their families. Our mission is "To provide abused and neglected women and children of the Rio Grande Valley, and their families with individualized services in a safe and loving environment in order to provide them with the tools necessary to restore each woman and child to a healthy self-worth and healthy family setting". We attempt to accomplish this through the following:

ADVOCACY- Advocacy is speaking on behalf of others to get something done. Angels of Love serves as a catalyst for advocating for women and children victims of abuse in the Rio Grande Valley. We do this by speaking on behalf of women and children and families to local officials, state-level officials, and federal policy-makers. We work with fellow advocates and partner with other organizations that share common goals in order to increase our overall power and influence. Angels of Love provides community-based prevention activities, public awareness, and educational programs and initiatives. In 2018, Angels of Love applied for a grant

to be able to offer legal advocacy services and protective order clinics to victims of domestic abuse. If approved, the program will commence in October 2018.

VICTIM & FAMILY SUPPORT- Family support services are community-based services that assist and support parents in their role as caregivers. Such services can take many different forms depending on the strengths and needs of the family. In 2012, Angels of Love began offering the “**Empowerment for Victims and Families**” a domestic violence for Victims course. These classes are held in Edinburg every Monday night. In 2015, Angels of Love began offering “**Expect Respect**” a teen dating violence prevention course to local school districts, juvenile offenders, and the community. In 2017 we began offering the **Kind Girls and Girl Power** programs for young girls. The youth programs are held in the summer at various hotel conference room locations.

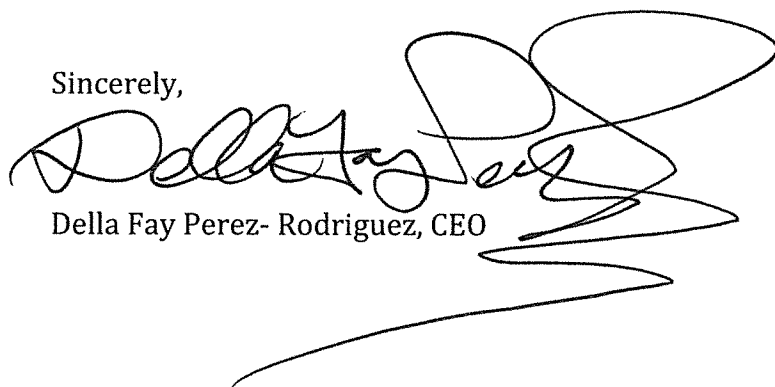
EMERGENCY SHELTER- It is the mission and intent of Angels of Love to open a shelter for women and children who are victims of violence and abuse. We are currently working to raise awareness about the issue, and seeking resources to make this shelter a reality. Women and children who have experienced abuse deserve to feel safe, and protected. The shelter will provide professionals trained in trauma-informed care, to ensure a consistent and supportive approach to victims in crisis situations. While in the shelter they will receive basic needs such as food and clean clothes, Individual and Group therapy, Job Skills and Medical care.

The plan for this home that has been given to us is to house the women and children victims of domestic violence for a period of no more than 90 days in order to give them the Emergency Shelter basic services described above and help them with a long term safety plan for their future. The victims will live in the home and receive individual counseling in the home. The job skills training, medical care, etc... will be obtained outside of the home. Angels of Love has an office location in McAllen where the remainder of any services will be provided. We are looking for a commercial location in Weslaco for the office; but at this time the intake will be done in the McAllen office.

The residence will continue to look just like it does now, like a normal residential home in the neighborhood. No one passing by will know that it is a residence for victims of

domestic violence. There will no changes made to the outside to indicate that it is any kind of commercial location. We will not have a sign indicating that it is a shelter. We are trying to keep the location as secret as possible. The only physical changes we will add is a fence on the north and west side of the residence. This change is to add a secure playground area for the children. See the attached diagram. Exhibit A. We will also be regraveling the driveway in the front of the house.

Sincerely,

A large, stylized handwritten signature in black ink, appearing to read 'Della Fay Perez-Rodriguez', with a long, sweeping horizontal line extending from the bottom right.

Della Fay Perez- Rodriguez, CEO

EXHIBIT A

DETAILED
SITE PLAN
MAP

FIRM:
 FLOOD INSURANCE RATE M
 COMMUNITY-PANEL NUMBE
 480349 0005 B
 MAP REVISED: 03/04/198
 THIS ZONE IS IN FLOOD A

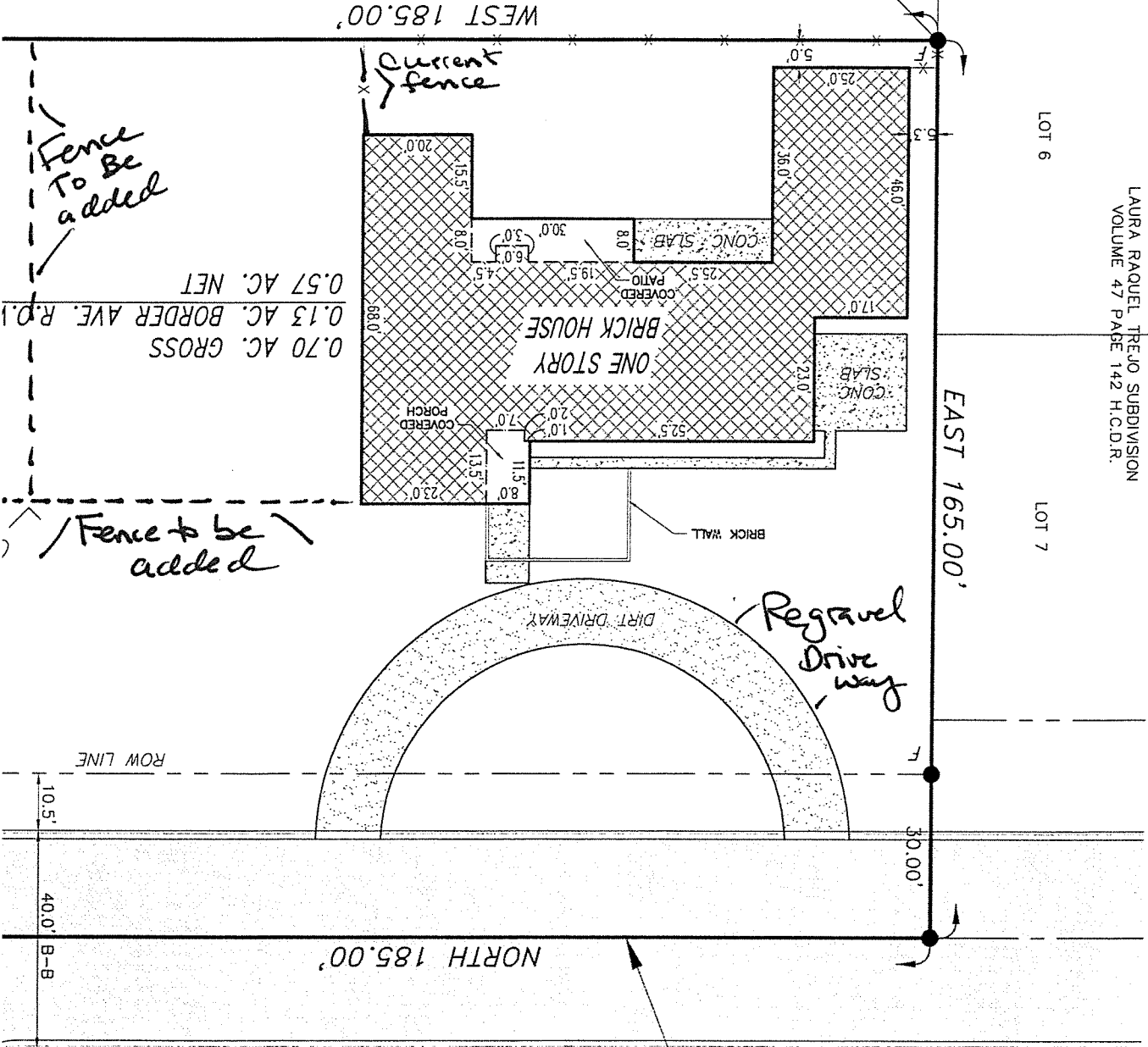
LEGEND:
 F - FOUND 1/2" Ø IRON ROD

LAURA RAQUEL TREJO SUBDIVISION
 VOLUME 47 PAGE 142 H.C.D.R.
 LOT 1

LAURA RAQUEL TREJO SUBDIVISION
 VOLUME 47 PAGE 142 H.C.D.R.
 LOT 6

LOT 7

LOT 2



BORDER AVENUE
 (60.0' R.O.W.)

CHRISTINE ADDITION
 VOLUME 11 PAGE 41 H.C.D.R.
 LOT 1

4

IRS 501 C 3
DETERMINATION
LETTER
&
ASSUMED NAME
CERTIFICATE

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 25 2014

GREEN VALLEY FOUNDATION INC
4020 N 22ND STREET
MCALLEN, TX 78504

Employer Identification Number:
74-3018501
DLN:
404177032
Contact Person:
SHERRI L ROYCE ID# 31653
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated October 30, 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

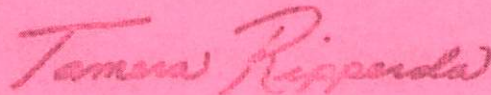
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

~~Publication 557, Tax-Exempt Status for Your Organization~~, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Director, Exempt Organizations

IRS 501 C3
DETERMINATION
LETTER

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

JUL 25 2014

GREEN VALLEY FOUNDATION INC
4020 N 22ND STREET
MCALLEN, TX 78504

Employer Identification Number:
74-3018501

DLN:
404177032

Contact Person:
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Please keep this letter in your permanent records.

Sincerely yours,



Director, Exempt Organizations

ASSUMED NAME CERTIFICATE

Form 503
(Revised 01/06)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



Assumed Name Certificate

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
JUL 18 2008
Corporations Section

Assumed Name

The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Angels of Love

Entity Information

The name of the entity filing the assumed name is:

Green Valley Foundation, Inc.

State the name of the entity as currently shown in the records of the secretary of state or on its certificate of formation, if not filed with the secretary of state.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| ☐ For-profit Corporation | ☐ Professional Corporation |
| ☒ Nonprofit Corporation | ☐ Professional Limited Liability Company |
| ☐ Cooperative Association | ☐ Professional Association |
| ☐ Limited Liability Company | ☐ Limited Partnership |
| ☐ Other | |

Specify type of entity if there is no check box applicable.

The file number, if any, issued to the filing entity by the secretary of state is: 800023668

The state, country, or other jurisdiction of formation is: Texas

The registered or similar office of the entity in the jurisdiction of formation is:

4020 N. 22nd Street, McAllen, Texas 78504

☒ The entity is required to maintain a registered office and agent in Texas. The address of its registered office in Texas and the name of the registered agent at such address is:
Della Fay Perez, Attorney at Law, 4020 N. 22nd Street, McAllen, Texas 78504

The address of the principal office of the entity (if not the same as the registered office) is:

4020 N. 22nd Street, McAllen, Texas 78504

☐ The entity is not required to maintain a registered office and agent in Texas. Its office address in

RECEIVED

Form 503

JUL 18 2008

Secretary of State

in Texas is: _____

☐ The entity is not incorporated, organized or associated under the laws of Texas. The address of the principal place of business in this state is: _____

The office address of the entity is: _____

Period of Duration

☒ The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

☐ The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

☐ The assumed name will be used until _____ (not to exceed 10 years).

mm/dd/yyyy

County or Counties in which Assumed Name Used

The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

☐ All counties

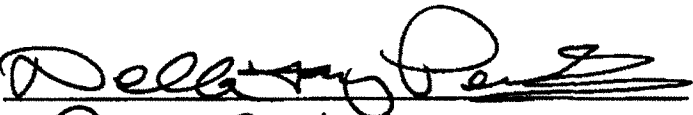
☐ All counties with the exception of the following counties: _____

☒ Only the following counties: Hidalgo and Brooks

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: July 8, 2008


President - CEO

Signature and title of authorized person(s) (see instructions)

BOARD RESOLUTION



ANGELS OF LOVE RGV

409 W. Nolana Avenue, McAllen, Texas 78504

Phone: (956) 972-0685

Email: angelsoflove0685@aol.com

RESOLUTION OF THE BOARD OF DIRECTORS

Minutes of the meeting of the Board of Directors, on the 10th day of January, 2019.

A regular meeting of the Board of Directors of Angels of Love (hereinafter referred to as "Corporation") was duly held in accordance with the articles of Association /Bylaws of the Corporation.

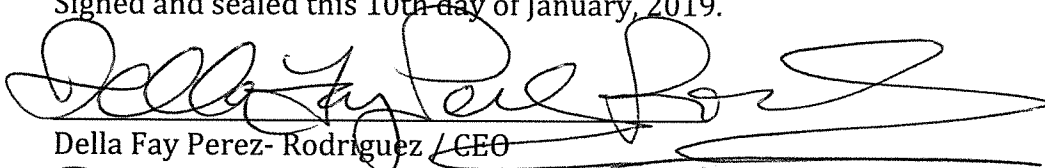
Present at the meeting were a quorum of the Board of Directors. The following Directors were in attendance: Della Fay Perez, Elizabeth Martinez, Patty Lerma, Oralia Jones, and Cynthia Martinez.

The meeting of the Directors undertook the following Corporate Resolution, which has been recorded in the Minute of the Book of the Corporation.

It was unanimously resolved to accept and adopt the following resolution: Della Fay Perez-Rodriguez as CEO of the organization has the power and authorization to file an application with the City of Weslaco Planning and Rezoning division to rezone the property at 903 S. Border Weslaco, Texas 78596 which owned by the organization.

There being no further business, the meeting was declared adjourned, and in witness thereof, the directors signed below on the first written above.

Signed and sealed this 10th day of January, 2019.



Della Fay Perez- Rodriguez / CEO



Patty Lerma, Board of Director as Acting Secretary

LEGAL DESCRIPTION AND SURVEY

METES AND BOUNDS DESCRIPTION
FOR A
0.70 OF AN ACRE TRACT

A 0.70 of an acre tract of land being the north 185.00 feet of the south 360.00 feet of Lot 4, H. L. Stebbins Subdivision of the Northwest 10.00 acres of Farm Tract 672, Block 164, West Tract Subdivision, as recorded in Volume 2, Pages 43, Map Records, Hidalgo County, Texas, also being that certain Tract described in Special Warranty Deed with Vendor's Lien recorded in Document #2707315, Official Records, Hidalgo County, Texas, and being more fully described by metes and bounds as follows:

BEGINNING at a point on the centerline of Border Road also being the west line of said Lot 4, H. L. Stebbins Subdivision, being the most southerly northwest corner of Laura Raquel Trejo Subdivision as recorded in Volume 47, Page 142, Map Records, Hidalgo County, Texas, for the southwest corner of herein described tract. Said point bears South 485.00 feet from the northwest corner of said Lot 4, H. L. Stebbins Subdivision.

THENCE North 185.00 feet along said centerline of Border Road also being the west line of said Lot 4, H. L. Stebbins Subdivision, to a point for the northwest corner of herein described tract.

THENCE East parallel to the north line of said Lot 4, H. L. Stebbins Subdivision, pass at 30.00 feet a found one-half inch iron rod being the east Right-of-Way line of said Border Road and continuing for a total distance of 165.00 feet to a found one-half inch iron rod on the east line of said Lot 4, H. L. Stebbins Subdivision, being the most northerly northwest corner of said Laura Raquel Trejo Subdivision, for the northeast corner of herein described tract.

THENCE South 185.00 feet along said east line of Lot 4, H. L. Stebbins Subdivision, also being the west line of said Laura Raquel Trejo Subdivision, to a found one-half inch iron rod being an interior corner of said Laura Raquel Trejo Subdivision, for the southeast corner of herein described tract.

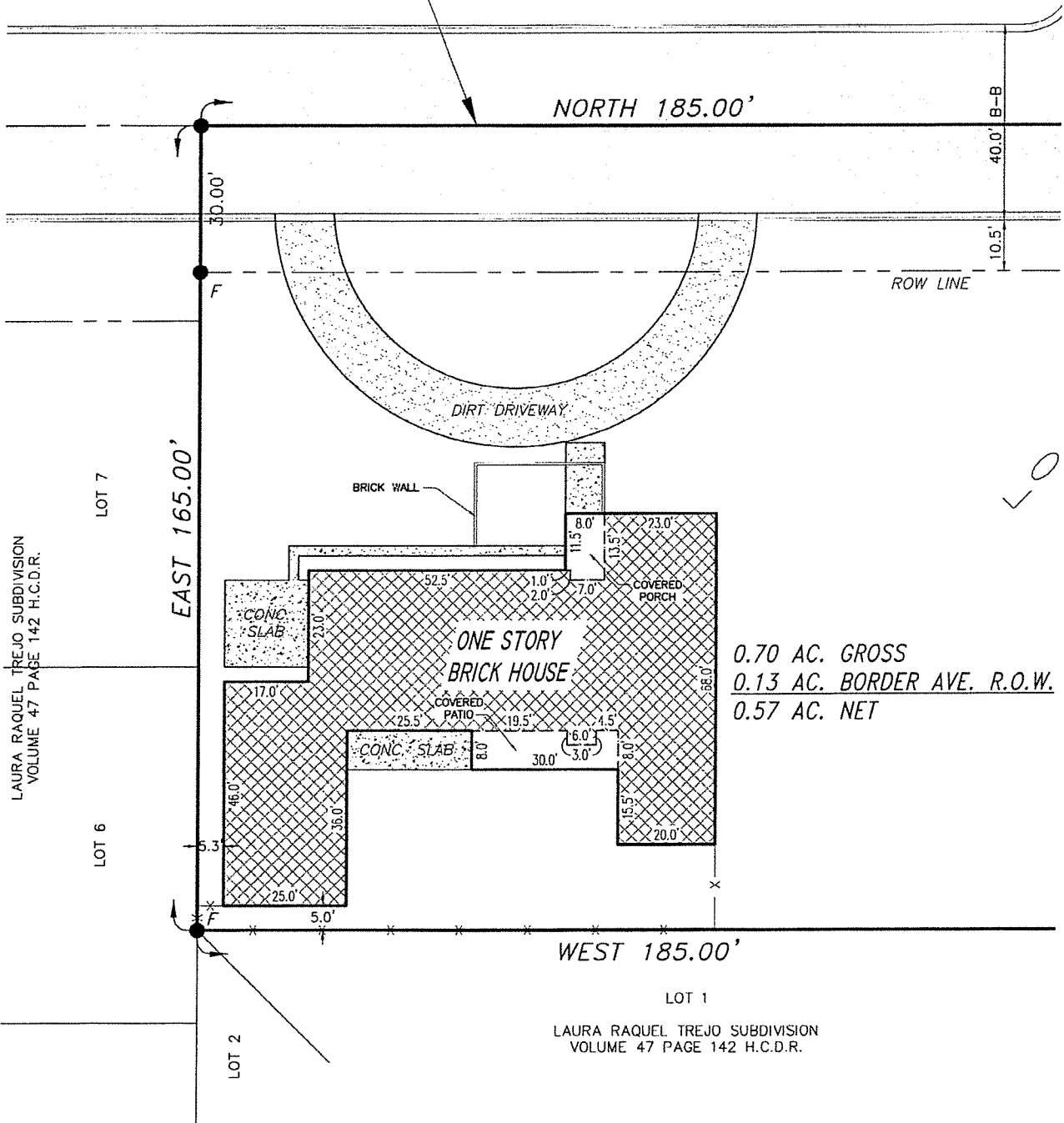
THENCE West along the north line of said Laura Raquel Trejo Subdivision being parallel to the south line of said Lot 4, H. L. Stebbins Subdivision, pass at 135.00 feet a found one-half inch iron rod being the east Right-of-Way line of said Border Road and continuing for a total distance of 165.00 feet to the point of beginning and containing 0.70 of an acre (30,525 square feet) of land, more or less.

BORDER AVENUE
(60.0' R.O.W.)

CHRISTINE ADDITION
VOLUME 11 PAGE 41 H.C.D.R.

LOT 1

4



0.70 AC. GROSS
0.13 AC. BORDER AVE. R.O.W.
0.57 AC. NET

LEGEND:

F - FOUND 1/2"Ø IRON ROD

FIRM:

FLOOD INSURANCE RATE MA
COMMUNITY-PANEL NUMBER
480349 0005 B

MAP REVISED: 03/04/1980
THIS ZONE IS IN FLOOD ARI

CHRISTINE ADDITION
VOLUME 11 PAGE 41 H.C.D.R.

① LOT 1



SCALE: 1" = 30'

BEARINGS BASED ON RECORD BEARINGS OF
LAURA RAQUEL TREJO SUBDIVISION AS RECORDED
IN VOLUME 47, PAGE 142 H.C.M.R.

N.W. CORNER
LOT 4, H.L. STEBBINS SUBD.

WEST 300.00'

Q W 9TH ST.
(50.0' R.O.W.)

PLAT SHOWING

A 0.70 OF AN ACRE TRACT OF LAND BEING THE NORTH 185.00 FEET OF THE SOUTH 360.00 FEET OF LOT 4, H. L. STEBBINS SUBDIVISION OF THE NORTHWEST 10.00 ACRES OF FARM TRACT 672, BLOCK 164, WEST TRACT SUBDIVISION, AS RECORDED IN VOLUME 2, PAGES 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, ALSO BEING THAT CERTAIN TRACT DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT #2707315, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS,

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO VISIBLE DISCREPANCIES, VISIBLE EASEMENTS, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, PROTRUSIONS, EXCEPT AS SHOWN.



REGISTERED PROFESSIONAL LAND
SURVEYOR # 4204

This survey is being provided solely for the use of the current parties and that no license has been created, expressed or implied, to copy the survey except as is necessary in conjunction with the original transaction which shall take place within a six (6) months time period.

NOTE:

OVERHEAD AND UNDERGROUND FACILITIES ARE NOT SHOWN ON THIS SURVEY.

SURVEY COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

R.E. Garcia
PLANNERS
ENGINEERS
SURVEYORS
Associates

R. E. GARCIA & ASSOCIATES

ENGINEERS, SURVEYORS, PLANNERS
ENGINEER (F-5001) & SURVEYOR (10015300)

116 NORTH 12th AVE.
EDINBURG, TEXAS 78541 (956) 381-1061
EMAIL: REGAASSOC@AOL.COM

TITLE:

IMPROVEMENTS SURVEY

DATE: MARCH 02, 2017 REV:

JOB # 2017-033 BOOK T-139/Pg.13

SCALE: 1" = 30'

DRAWN BY: D.E.S.

TAX
EXEMPTION
APPROVAL
LETTER

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION

Rolando Garza, Chief Appraiser
Jorge Gonzalez, Asst. Chief Appraiser
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Property Records Fax: (956) 289-2193



www.hidalgoad.org

BOARD OF DIRECTORS

Richard A. Garza	Chairman
David Hernandez	Vice-Chairman
Amador Requenez	Secretary
Albert D. Cardenas	Member
Aquiles "Jimmy" Garza	Member
Pablo "Paul" Villarreal, Jr.	Member

May 19, 2016

GREEN VALLEY FOUNDATION INC
DBA ANGELS OF LOVE
4305 N 10TH ST STE G

MCALLEN, TX 78504

Prop.Id : 326594
Geo.Id : W3800-00-672-0000-20
Legal : WEST TRACT FT 672 LT 4 N 185' - S 360' 0.57 AC

Dear GREEN VALLEY FOUNDATION INC

The Hidalgo County Appraisal District has reviewed the application filed for full exempt status, under Section 11.18 of the Property Tax Code (Charitable Organization). Upon considering all pertinent facts, it is the decision of the Appraisal District that your application be granted exemption for 2016 as of deed filing status 4/27/2016 and forward. You are not required to reapply each year unless one of the following circumstances applies.

- 1) The exempt property changes ownership
- 2) The qualifications for exemption change.
- 3) You are requested to do so by the Chief Appraiser.

Should you have any questions you may contact our Property Records personnel.

Respectfully,

Blanca Perez
Property Records Department

Hidalgo CAD

Property Search Results > 326594 GREEN VALLEY FOUNDATION INC for Year 2019

Property

Account

Property ID:	326594	Legal Description:	WEST TRACT FT 672 LT 4 N 185'- S 360' 0.57 AC
Geographic ID:	W3800-00-672-0000-20	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	903 BORDER AVE TX	Mapsco:	
Neighborhood:	WEST TRACT	Map ID:	
Neighborhood CD:	W380000		

Owner

Name:	GREEN VALLEY FOUNDATION INC	Owner ID:	1074252
Mailing Address:	DBA ANGELS OF LOVE 4305 N 10TH ST STE G MCALLEN, TX 78504-2976	% Ownership:	100.000000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$110,389	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$62,073	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$172,462	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$172,462	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$172,462	

Taxing Jurisdiction

Owner: GREEN VALLEY FOUNDATION INC
% Ownership: 100.000000000000%

Total Value: \$172,462

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$172,462	\$0	\$0.00
CWL	CITY OF WESLACO	0.666700	\$172,462	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	\$172,462	\$0	\$0.00
GHD	HIDALGO COUNTY	0.580000	\$172,462	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.178000	\$172,462	\$0	\$0.00
R02	ROAD DIST 02	0.000000	\$172,462	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$172,462	\$0	\$0.00
SWL	WESLACO ISD	1.159700	\$172,462	\$0	\$0.00
Total Tax Rate:		2.728700			
				Taxes w/Current Exemptions:	\$0.00
				Taxes w/o Exemptions:	\$4,705.97

Improvement / Building

Improvement #1:	RESIDENTIAL	State Code:	A1	Living Area:	3274.0 sqft	Value: \$110,389
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Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	BRKAV - 6P	DBRK	1985	3274.0
POR	PORCH (COVERED)	*		1985	98.0
PAT	PATIO	*		1985	270.0
STG	STORAGE	*		1985	210.0
GAR	GARAGE	*		1985	880.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.5700	24829.20	0.00	0.00	\$62,073	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$110,389	\$62,073	0	172,462	\$0	\$172,462
2018	\$110,389	\$62,073	0	172,462	\$0	\$172,462
2017	\$110,389	\$62,073	0	172,462	\$0	\$172,462
2016	\$107,712	\$62,073	0	169,785	\$0	\$169,785
2015	\$111,187	\$62,073	0	173,260	\$0	\$173,260
2014	\$117,330	\$62,073	0	179,403	\$0	\$179,403
2013	\$132,974	\$31,037	0	164,011	\$0	\$164,011
2012	\$132,974	\$31,037	0	164,011	\$0	\$164,011
2011	\$132,974	\$31,037	0	164,011	\$0	\$164,011
2010	\$132,974	\$31,037	0	164,011	\$0	\$164,011
2009	\$132,974	\$31,037	0	164,011	\$0	\$164,011
2008	\$132,974	\$31,037	0	164,011	\$0	\$164,011

2007	\$153,652	\$24,829	0	178,481	\$0	\$178,481
2006	\$117,183	\$24,829	0	142,012	\$0	\$142,012
2005	\$125,703	\$22,346	0	148,049	\$0	\$148,049

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/27/2016	SVD	SPEC WD/VEN LIEN	AVILES WILFREDO A & CRISTELA V	GREEN VALLEY FOUNDATION INC			2707316
2	11/20/2014	FCL	FORECLOSURE	CORONADO ELIZABETH	AVILES WILFREDO A & CRISTELA V			2565605
3	10/31/2013	SVD	SPEC WD/VEN LIEN	AVILES WILFREDO & CRISTELA	CORONADO ELIZABETH			2460414

Tax Due

Property Tax Information as of 01/14/2019

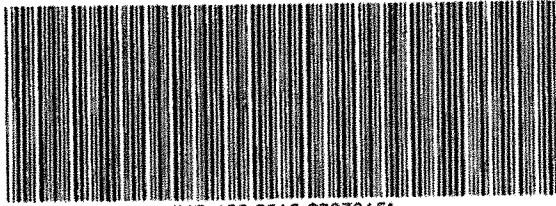
Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
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NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

CERTIFIED COPIES OF DEEDS



Doc-2707315

VG-120-2016-2707315

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2707315

Billable Pages: 2

Recorded On: April 27, 2016 11:07 AM

Number of Pages: 3

*****Examined and Charged as Follows*****

Total Recording: 40.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

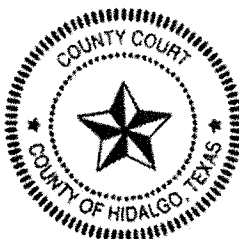
Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2707315
Receipt No: 20160427000205
Recorded On: April 27, 2016 11:07 AM
Deputy Clerk: Pete Diaz
Station: CH-1-CC-K22

Record and Return To:

Angels of Love



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas



Date: 1-14-18
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: Pete Diaz
Deputy Clerk

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: APRIL 12, 2016

Grantor: WILFREDO AND CRISTELA AVILES
Grantor's Mailing Address (including county):
2600 WILDWOOD DRIVE
WESLACO, TEXAS 78596
HIDALGO County

Grantee: GREEN VALLEY FOUNDATION, INC DBA ANGELS OF LOVE
Grantee's Mailing Address (including county):
4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504
HIDALGO County

Consideration: TEN DOLLARS AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to CRISTELA AVILES, Trustee.

Property (including any improvements):

Legal Description: The North 185 feet of the South 360 feet of Lot 4, STEBBINS SUBDIVISION, Hidalgo County, Texas according to map thereof recorded in Volume 2, Page 43, Map records of Hidalgo County, Texas

Reservations From and Exceptions to Conveyance and Warranty:

A lien securing a promissory note in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), which is described in and secured by a deed of trust recorded of the Official Public Records of Real Property of Hidalgo County, Texas. Grantee does not assume payment of the note or liability under any instrument securing it.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any

Page 1 of 2

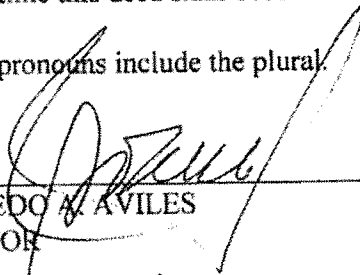


Date: 1-19-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: [Signature]
Deputy Clerk

wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.


WILFREDO A. AVILES
GRANTOR


CRISTELA V. AVILES
GRANTOR

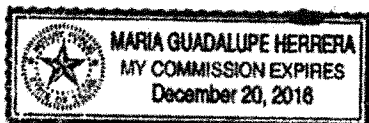
ACKNOWLEDGMENT

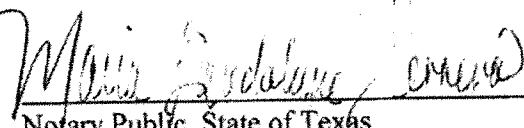
STATE OF TEXAS

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§
§

COUNTY OF HIDALGO

This instrument was acknowledged before me on APRIL 12, 2016, by WILFREDO A. AVILES and CRISTELA V. AVILES.



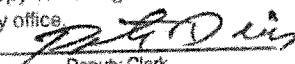

Notary Public, State of Texas

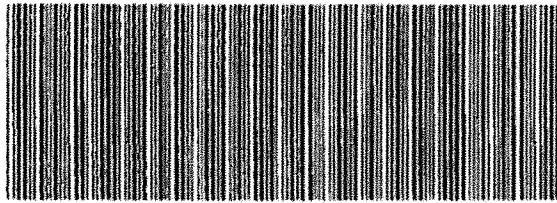
PREPARED IN THE LAW OFFICE OF:

LAW OFFICE OF DELLA FAY PEREZ, PLLC
4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504

AFTER RECORDING RETURN TO:
GREEN VALLEY FOUNDATION, INC. DBA ANGELS OF LOVE
4305 N. 10TH STREET, STE H
MCALLEN, TEXAS 78504



Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: 
Deputy Clerk



Doc-2707316

VG-120-2016-2707316

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2707316

Billable Pages: 5

Recorded On: April 27, 2016 11:07 AM

Number of Pages: 6

****Examined and Charged as Follows****

Total Recording: 52.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 2707316
Receipt No: 20160427000205
Recorded On: April 27, 2016 11:07 AM
Deputy Clerk: Pete Diaz
Station: CH-1-CC-K22

Record and Return To:

Angels of Love



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas



Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: Pete Diaz
Deputy Clerk

DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: APRIL 12, 2016

Grantor: WILFREDO AND CRISTELA AVILES

Grantor's Mailing Address (including county):

2600 WILDWOOD DRIVE
WESLACO, TEXAS 78596
HIDALGO County

Grantee: GREEN VALLEY FOUNDATION, INC DBA ANGELS OF LOVE

Grantee's Mailing Address (including county):

4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504
HIDALGO County

Trustee: CRISTELA AVILES

Trustee's Mailing Address (including county):

CRISTELA AVILES
2600 WILDWOOD DRIVE
WESLACO, TEXAS County

Beneficiary: GREEN VALLEY FOUNDATION, INC DBA ANGELS OF LOVE

Beneficiary's Mailing Address (including county):

4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504
HIDALGO County

Note:

Date: APRIL 12, 2016

Amount: \$ 150,000.00

Maker: GREEN VALLEY FOUNDATION, INC, DBA ANGELS OF LOVE

Payee: WILFREDO AND CRISTELA AVILES

Final Maturity Date: as therein provided

Terms of Payment: \$1,000.00 PER MONTH BEGINNING AUGUST 1, 2016 AND LIKE PAYMENTS OF \$1,000.00 TO BE MADE ON THE 1ST DAY OF EACH AND EVERY MONTH FOR ONE HUNDRED FIFTY MONTHS AND UNTIL PAID IN FULL.



Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: [Signature]
Deputy Clerk

Property (including any improvements):

Legal Description: The North 185 feet of the South 360 feet of Lot 4, STEBBINS SUBDIVISION, Hidalgo County, Texas according to map thereof recorded in Volume 2, Page 43, Map records of Hidalgo County, Texas

Prior Lien(s) (including recording information): NONE

Other Exceptions to Conveyance and Warranty: None

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. Keep the property in good repair and condition;
2. Pay all taxes and assessments on the property when due;
3. Preserve the lien's priority as it is established in this deed of trust;
4. Maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. Comply at all times with the requirements of the 80% coinsurance clause;
6. Deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. Keep any buildings occupied as required by the insurance policy; and
8. If this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be

Page 2 of 5



Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do hereby certify that this is a true and correct copy of the original document filed in my office.
By: [Signature]
Deputy Clerk

- reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

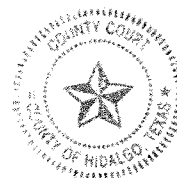
Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. Sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. From the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceedings under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent

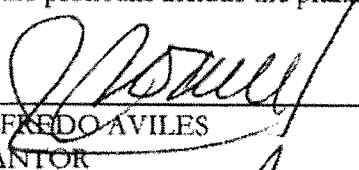


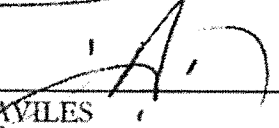
Date: 1-14-19
 I, Arturo Guajardo, Jr. County Clerk do
 hereby certify that this is a true and
 correct copy of the original document
 filed in my office.
 By: [Signature]
 Deputy Clerk

and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term "Grantor" shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:

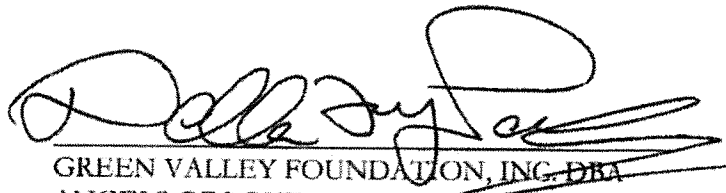
When the context requires, singular nouns and pronouns include the plural.


WILFREDO AVILES
GRANTOR


CRISTELA AVILES
GRANTOR



Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do
hereby certify that this is a true and
correct copy of the original document
filed in my office.
By: 
Deputy Clerk


GREEN VALLEY FOUNDATION, INC. DBA
ANGELS OF LOVE
BENEFICIARY

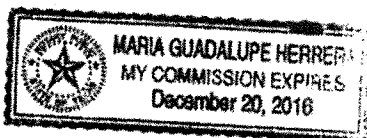
ACKNOWLEDGMENT

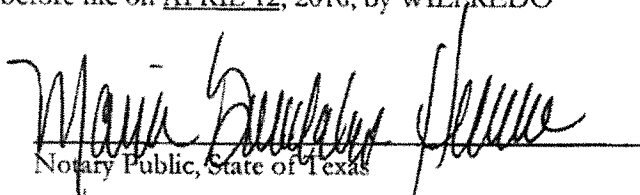
STATE OF TEXAS

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COUNTY OF HIDALGO

This instrument was acknowledged before me on APRIL 12, 2016, by WILFREDO AVILES and CRISTELA AVILES.




Notary Public, State of Texas

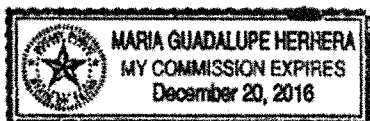
ACKNOWLEDGMENT

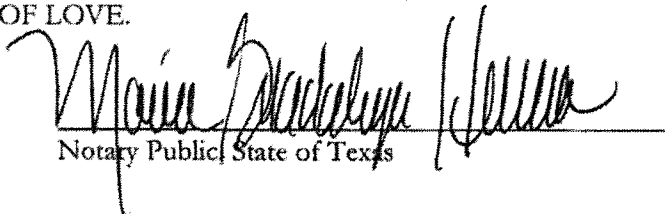
STATE OF TEXAS

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COUNTY OF HIDALGO

This instrument was acknowledged before me on APRIL 12, 2016, by GREEN VALLEY FOUNDATION, INC. DBA ANGELS OF LOVE.




Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
LAW OFFICE OF DELLA FAY PEREZ, PLLC
4305 N. 10TH STREET, STE G
MCALLEN, TEXAS 78504

AFTER RECORDING RETURN TO:
GREEN VALLEY FOUNDATION, INC. DBA ANGELS OF LOVE
4305 N. 10TH STREET, STE H
MCALLEN, TEXAS 78504



Date: 1-14-19
I, Arturo Guajardo, Jr. County Clerk do
heraby certify that this is a true and
correct copy of the original document
filed in my office.
By: 
Deputy Clerk

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

January 25, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 6, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, February 19, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

REZONE REQUEST:

Della Fay Perez is requesting to rezone 903 S Border Ave. Also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One-family dwelling district to R-2 Duplex and apartment district.

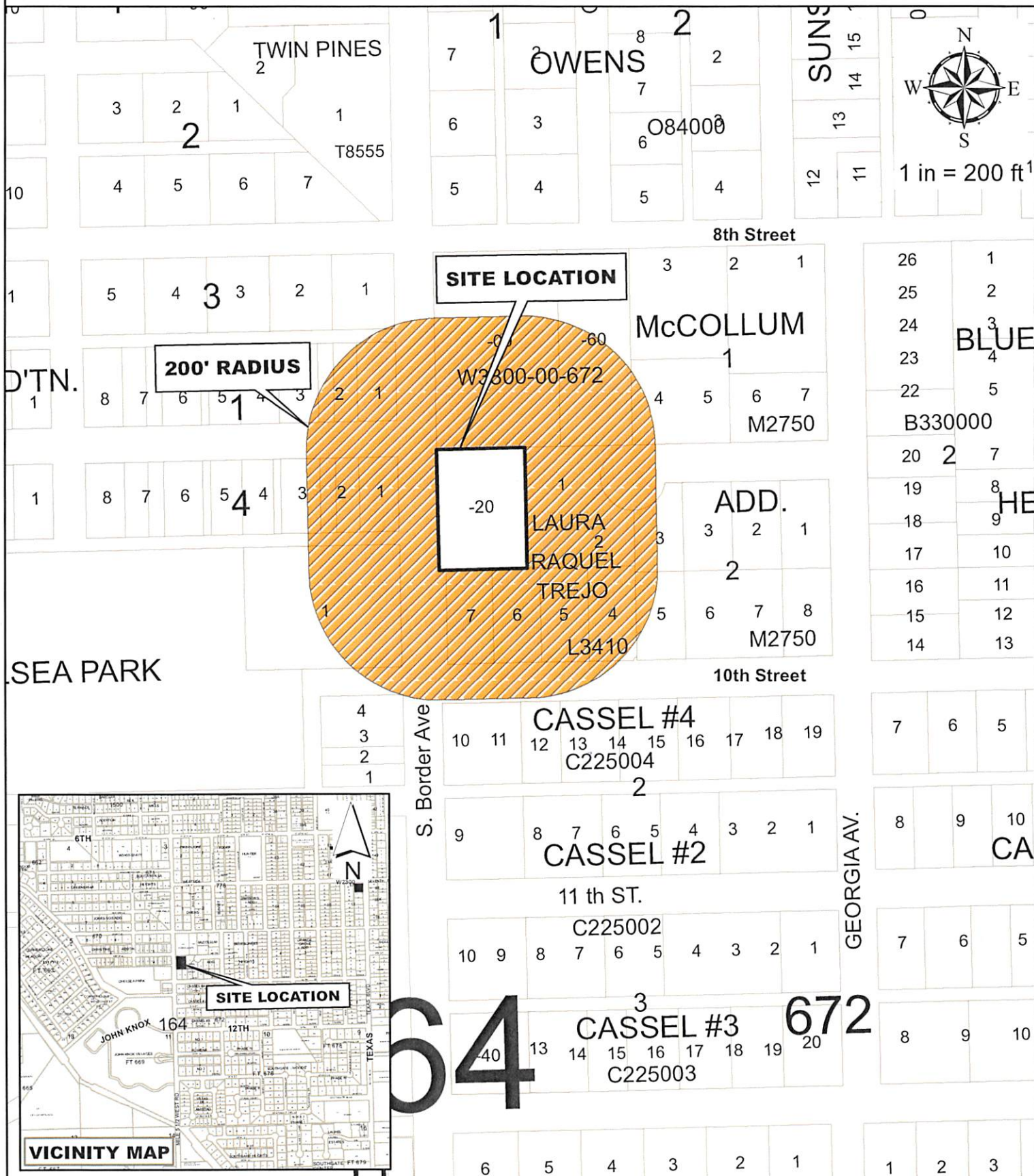
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

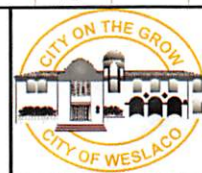
A handwritten signature in black ink, appearing to read "R. de la Fuente", written over a faint circular stamp.

Rebekah de la Fuente
Senior Planner



Green Valley Foundation Inc
903 S. Border Ave
Lot 4 & Block 164

Purpose for the rezone request
Existing zoning: Residential
Existing land use: R-1
Prop Request: R-2



City of Weslaco Code Enforcement Dept.

JAN 21, 2019

HOBART, GENE 1002 S BORDER AVE WESLACO TX 78596-7424	C4130-00-000-0004-00 CHELSEA PARK LOT 4 1000 S BORDER AVE	L: 14550 B: 39951
HOBERT, GENE 1002 S BORDER AVE WESLACO TX 78596-7424	C4130-00-000-0004-01 CHELSEA PARK LOT 4-A	L: 983 B: 0
MICHEL, BAYARD 3810 CIELO BLANCO WESLACO TX 78596-3784	C4300-00-001-0001-00 CHRISTINE ADDITION LOT 1 & E36' 0 W 9TH ST	L: 37440 B: 73156
SEPULVEDA JAMEY LYNN 906 W 9TH ST WESLACO TX 78596-6712	C4300-00-001-0003-00 CHRISTINE ADDITION W24' LOT 2, A 8' LOT 5 BLK 1 906 W 9TH ST	L: 71136 B: 119878
ESQUIVEL SANDRA MD 2105 S WESTGATE DR WESLACO TX 78596-9411	C4300-00-004-0001-00 CHRISTINE ADDITION LOT 1 & E36' 901 W 9TH ST	L: 35712 B: 90007
GARZA RICARDO 905 W 9TH ST WESLACO TX 78596	C4300-00-004-0002-00 CHRISTINE ADDITION W24' LOT 2, A T 4 BLK 4 905 W 9TH ST	L: 35712 B: 57288
TODD RAYMOND L 729 W 8TH ST WESLACO TX 78596	J8100-00-003-0001-00 JONES VOS LOT 1 BLK 3 800 S BORDER AVE	L: 36984 B: 44386
RANA RIZWANA N & AMIR A 805 W 9TH ST WESLACO TX 78596-5108	L3410-00-000-0001-00 LAURA RAQUEL TREJO LOT 1 805 W 9TH ST	L: 48012 B: 198461
PENA, SARITA 801 W 9TH ST WESLACO TX 78596-5108	L3410-00-000-0002-00 LAURA RAQUEL TREJO LOT 2 0 W 9TH ST	L: 36030 B: 165804
PHILLIPS GREGORY K & DALIA 711 W 9TH ST WESLACO TX 78596-5107	L3410-00-000-0003-00 LAURA RAQUEL TREJO LOT 3 711 W 9TH ST	L: 30258 B: 125585
RODRIGUEZ BRENDA M & RENE P & 800 W 10TH ST WESLACO TX 78596-2600	L3410-00-000-0004-00 LAURA RAQUEL TREJO LOT 4 800 W 10TH ST	L: 37048 B: 89845
MARTINEZ ORFELINDA 804 W 10TH ST WESLACO TX 78596-2600	L3410-00-000-0005-00 LAURA RAQUEL TREJO LOT 5 804 W 10TH ST	L: 37048 B: 100941

JAN 21, 2019

AVILES WILFREDO A & CRISTELA V 2600 WILDWOOD DR WESLACO TX 78596-3442	L3410-00-000-0006-00 LAURA RAQUEL TREJO LOT 6 808 W 10TH ST	L: 37048 B: 0
AVILES WILFREDO A & CRISTELA V 2600 WILDWOOD DR WESLACO TX 78596-3442	L3410-00-000-0007-00 LAURA RAQUEL TREJO LOT 7 812 W 10TH ST	L: 36033 B: 0
GREIN OLGA D 712 W 9TH ST WESLACO TX 78596-5110	M2750-00-001-0004-00 MCCOLLUM BLK 1 LT S 130' 4-5 712 W 9TH ST	L: 62400 B: 170654
PEMELTON TOMMY 706 W 10TH ST WESLACO TX 78596-6820	M2750-00-002-0005-00 MCCOLLUM BLK 2 LT 5 706 E 10TH ST	L: 33919 B: 22851
AZUA ADAM 906 S BORDER AVE WESLACO TX 78596-6830	W3800-00-670-0000-00 WEST TRACT W240'- E270'- S198'- C GR 1.04AC NET 906 S BORDER AVE	L: 113255 B: 161401
TODD RAYMOND L & LYNDA L 729 W 8TH ST WESLACO TX 78596-6813	W3800-00-672-0000-00 WEST TRACT W55'-N300' LOT 3 & N3 729 W 8TH ST	L: 114127 B: 152554
GREEN VALLEY FOUNDATION INC 4305 N 10TH ST STE G MCALLEN TX 78504-2976	W3800-00-672-0000-20 WEST TRACT FT 672 LT 4 N 185'- S 903 BORDER AVE	L: 62073 B: 110389
GARZA CARLOS JAIME 703 W 8TH ST WESLACO TX 78596-6813	W3800-00-672-0000-60 WEST TRACT FT 672 N300'-E110' LO 703 W 8TH ST	L: 75141 B: 55326

Rezone Request

903 S Border Ave

Legend

-  (CONTINUOUS)
-  2901 W Business 83

S Border Ave

903 S Border Ave

9th Street

Google Earth

© 2018 Google
© 2018 INEGI

300 ft



ORDINANCE NO. 2019-07

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 903 S BORDER AVE. ALSO BEING A 0.70 ACRE TRACT OF LAND BEING THE NORTH 185.00 FEET OF THE SOUTH 360 FEET OF LOT 4, H.L. STEBBINS SUBDIVISION OF THE NW 10.00 AC OF FARM TRACT 672, BLOCK 164, WEST TRACT SUBDIVISION WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT.

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

SECTION I: R-1 One-Family Dwelling District to R-2 Duplex and apartment district being 903 S Border Ave. also being a 0.70 acre tract of land being the north 185.00 feet of the south 360 feet of Lot 4, H.L. Stebbins Subdivision of the NW 10.00 ac of Farm Tract 672, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 19th day of February 2019.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2019.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Adelaida Vega, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2217	
From: Joe Pedraza			
Subject: Discussion and consideration after public hearing on behalf of Antonio Duran to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 2901 W. Bus 83, also being the W 1.77 acres- an IRR Tract S88 Farm Tract 626 being 1.77 ac Net, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Beer Retail Dealer's On-Premise License, Beer Retail Dealer's On-Premise Late Hours License. Nine (9) property owners within 200 feet of the applicant's property were notified by letter on January 25, 2019.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the City Commission appeared in The Monitor on January 21, 2019.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the Conditional Use Permit request with the condition that one security guard be on duty from 10:00 pm until closing on February 6, 2019.			
Kayla Arevalo Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 2901 w bus 83- attachments, 2901 W Bus 83- Aerial			

Responsibilities upon Approval:

Staff will notify applicant.



APPLICATION FOR CONDITIONAL USE PERMIT

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

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

FILE NO.

CUP19-000004
RECEIVED

JAN 14 2019

Planning &
Code Enforcement Dept.

PROPOSED PROJECT

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

Lot 1.77 Acres Block farm tract 626

Subdivision Name West Tract subdivision

Street Address 2901 W. bus 83 Weslaco TX 78596

Existing Zoning _____ Existing Land Use Commercial

Purpose for the Conditional Use Permit Request Sports Bar / Dance Hall

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 Antonio Duran Phone (956) 532-5570

Address 3220 Billman Rd. Fax: _____

City Donna State Tx Zip Code 78537 E-Mail: tduran@gmail.com
1963

OWNER

Name Arturo E. Robles Phone (281) 733-8064

Address 13923 Conner Park Dr. Fax: 713-784-4577

City Cypress State Tx Zip Code 77429 E-Mail: arobles757@gmail.com

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

Yes _____ No _____

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

Signature _____ Date _____
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 _____

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

Yes _____

No ✓

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

Signature 
Owner

Date 1-3-2019

Signature _____
Applicant

Date _____

Signature _____
Authorized Agent

Date _____

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

Date _____

P & Z Notice of Public Hearing Published in Newspaper

Date _____

City Commission Notice of Public Hearing Published
in Newspaper

Date _____

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

Date _____

Presented to City Commission
Approved _____ Disapproved _____ Tabled _____

Date _____

Thursday, December 20, 2018

Payment Result[Begin a New Search](#) [Go to Your Portfolio](#)

Your payment was submitted to the tax office and will be submitted for approval to your financial institution. Please print this page for your records.

If you would like to search for other accounts please click the "New Search" button.

PROPERTY PAYMENT INFORMATION

[W380000626000001](#)
RODRIGUEZ NOHEMI R
13923 CONNER PARK DR
CYPRESS, TX 77429-8226

Payment Amount: \$5,374.93

PAYMENT SUMMARY

Reference ID: 2190669

Payment Method: E-Check

Total Payment Amount: \$5,374.93

BANK ACCOUNT INFORMATION

Routing Number:

Checking Account Number:

CONTACT INFORMATION

Name: Arturo Robles

Address: 13923 Conner Park Drive

City: Cypress

State: TX

Zip Code: 77429

E-Mail Address: arobles757@gmail.com

Phone Number: (281) 733-8064

[Terms of Use](#) [Privacy Policy](#)

The Tax Office makes no representations as to the accuracy or reliability of any information accessed from its computer data base. The Tax Office, its officers, agents, employees and representatives shall not be liable for the information posted on the Tax Office Website in connection with any actions losses, damages, claims or liability in any way related to use of, distribution of or reliance upon such information.

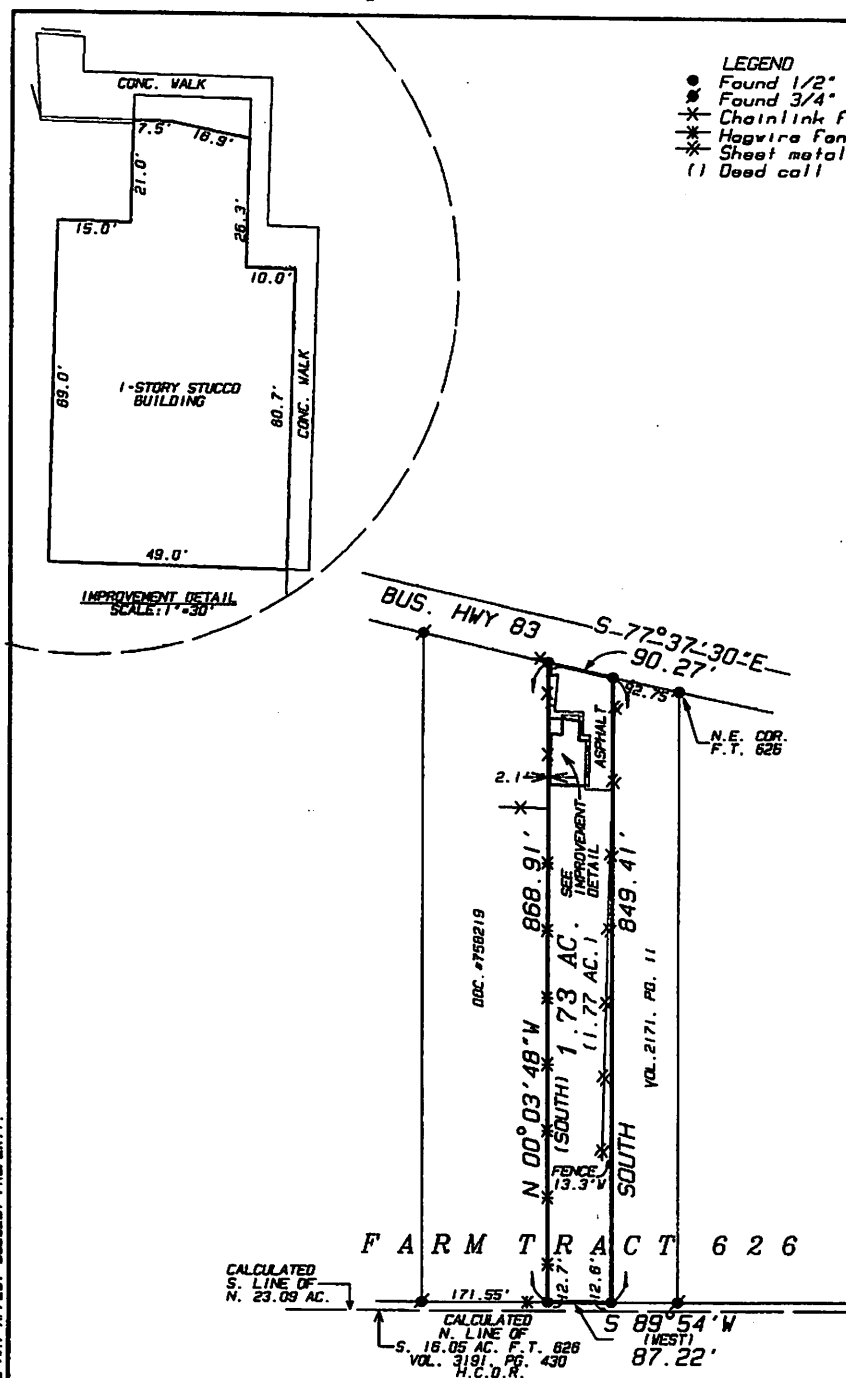
HIDALGO COUNTY TAX OFFICE
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157
You may also [e-mail](#) the office.

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19676

- LEGEND
- Found 1/2" iron rod
 - ✱ Found 3/4" iron pipe
 - ✱ Chainlink fence
 - ✱ Hagvira Fence
 - ✱ Sheet metal fence
 - () Used call


 BASIS OF BEARINGS:
 1/2" I.R., FND.
 AT N.E. & S.E.
 CDR.



SURVEY PLAT OF
 THE WEST 1/2 OF THE EAST 3.45 ACRES OF
 THE EAST 7.09 ACRES OF
 THE NORTH 23.09 ACRES OF
 FARM TRACT 626
 WEST TRACT SUBDIVISION
 HIDALGO COUNTY, TEXAS
 PER MAP RECORDED IN VOLUME 2, PAGE 34-37, H.C.M.R.

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL
 LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY
 CERTIFY THAT THE ABOVE PLAT REPRESENTS A
 SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION
 THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE
 AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT
 AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY
 LIES IN FLOOD ZONE "X" AREAS OF 500-YEAR FLOOD AREAS OF
 100-YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN ONE FOOT
 OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE AND
 AREAS PROTECTED BY TOWNS FROM THE 100-YEAR FLOOD OF
 FIRM COMMUNITY PANEL NO. 48000C-40 C DATED JUNE 8, 2000.

REGISTERED
 REYNALDO ROBLES
 SURVEYOR

PREPARED FOR: ARTURO ROBLES

RA ROBLES &
 ASSOCIATES, PLLC

PROFESSIONAL LAND SURVEYORS

P.O. BOX 478
 107 W. HUISACHE ST.
 WESLACO, TEXAS 75783

PHONE (956) 898-2422
 FAX (956) 898-2011
 FIRM No. 10006700

SURVEYED: 08-01-17

DRAWN BY: PG/08-05-17

SCALE: 1"=200'

JOB No. 19676

TITLE COMMITMENT No.

REVISED:

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

COPYRIGHT 2017



ON-PREMISE PREQUALIFICATION PACKET

L-ON
(12/2017)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original ☒ Add Late Hours Only License/Permit Number

☐ Reinstatement License/Permit Number

☐ Change of Licensed Location License/Permit Number

2. Type of On-Premise License/Permit

- | | |
|--|--|
| ☒ BG Wine and Beer Retailer's Permit | ☐ LB Mixed Beverage Late Hours Permit |
| ☒ BE Beer Retail Dealer's On-Premise License | ☐ MI Minibar Permit |
| ☒ BL Retail Dealer's On-Premise Late Hours License | ☐ CB Caterer's Permit |
| ☐ BP Brewpub License | ☐ FB Food and Beverage Certificate |
| ☐ V Wine & Beer Retailer's Permit for Excursion Boats | ☐ PE Beverage Cartage Permit |
| ☐ Y Wine & Beer Retailer's Permit for Railway Dining Car | ☐ RM Mixed Beverage Restaurant Permit with FB |
| ☐ MB Mixed Beverage Permit | |
| ☐ O Private Carrier's Permit – For Brewpubs (BP) with a BG only | |

3. Indicate Primary Business at this Location

- | | | |
|---|--|--|
| ☐ Restaurant | ☐ Sporting Arena, Civic Center, Hotel | ☒ Bar |
| ☐ Grocery/Market | ☐ Sexually Oriented | ☐ Miscellaneous _____ |

4. Trade Name of Location (only)

BREW'S AND CUES SPORTS BAR

5. Location Address

2901 BUSINESS HWY 83 W.

City

Weslaco

County

Hidalgo

State

TX.

Zip Code

78599

6. Mailing Address

3220 Billman Rd.

City

DONNA

State

TX.

Zip Code

78537

7. Business Phone No.

956-647-5051

Alternate Phone No.

956-373-4765

E-mail Address

tduran1963@gmail.com

OWNER INFORMATION

8. Type of Owner

- | | | |
|--|--|---|
| ☒ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☐ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

9. Business Owner/Applicant

ANTONIO DURAN

10. Are you, the applicant a veteran-owned business? ☐ Yes ☒ No

11. Are you, the applicant a Historically Underutilized Business (HUB)? ☐ Yes ☒ No

12. As indicated on the chart, enter the individuals that pertain to your business type:

(For additional space, use Form L-OIC)

☒ Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name DURAN	First Name ANTONIO	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

13. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

14. Will your business be located within 300 feet of any private/public school, day care center or child care facility? ☐ Yes ☒ No

If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No

NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

15. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

16. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

60-DAY SIGN

17. As required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.

Exact Date (MM/DD/YYYY)

ALL APPLICANTS

18. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

ANTONIO DURAN

SIGN
HERE X

Antonio Duran

TITLE

OWNER

Before me, the undersigned authority, on this 10th day of JAN, 2019, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

SEAL

NOTARY PUBLIC



OLGA WEBBER VASQUEZ
Notary ID # 126416092
My Commission Expires
December 23, 2020

CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN

HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG or BE)

SIGN

HERE

City Secretary/Clerk

City

TEXAS

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

- I hereby certify on this _____ day of _____, 20____, that one of the below is correct:
- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
 - ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
 - ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
 - ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____, TEXAS
City Secretary/Clerk City

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG or BE)

SIGN
HERE _____ COUNTY
County Clerk

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

- I hereby certify on this _____ day of _____, 20_____, that one of the below are correct:
- ☐ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN
HERE _____ COUNTY

SEAL _____
County Clerk

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20_____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN
HERE _____ FIELD OFFICE _____

SEAL _____

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

Section 11.39 and 61.38

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

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

PLANNING DEPARTMENT

January 25, 2019

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, February 6, 2019 at 5:30 p.m. and the City Commission will also hold a public hearing on Tuesday, February 19, 2019 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Antonio Duran is requesting a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage Late Hours Permit at 2901 W. Bus 83, Also being W 1.77 acres- An IRR Tract S88 Farm Tract 626 being 1.77 ac Net, West Tract Subdivision, Weslaco, Hidalgo County, and Texas.

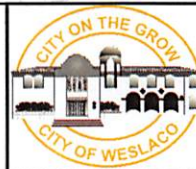
The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Rebekah de la Fuente".

Rebekah de la Fuente
Senior Planner



Purpose for the rezone request
Existing zoning: Residential
Existing land use: Commercial
CUP request: Sports Bar/ Dance Hall

JAN 21, 2019

AGUIRRE HECTOR LOPEZ 301 HECTOR DR ALAMO TX 78516-4040	W3800-00-164-0000-00 WEST TRACT AN IRR TR E548.82'-FT 9.69 AC NET 0 W BUS HWY 83	L: 334730 B: 0
MENDEZ ALEX 2815 W BUSINESS 83 WESLACO TX 78596-9395	W3800-00-626-0000-00 WEST TRACT E6AC-W16AC-N23.09AC F NET 2815 W BUS 83	L: 275000 B: 103414
RODRIGUEZ NOHEMI R 13923 CONNER PARK DR CYPRESS TX 77429-8226	W3800-00-626-0000-01 WEST TRACT W1.77AC-AN IRR TR S88 626 1.77AC NET 2901 W BUS HWY 83	L: 157027 B: 101210
HERNANDEZ DAVID & IRMA 319 W MERIDA ST WESLACO TX 78599-3855	W3800-00-626-0000-02 WEST TRACT E1.77AC-E3.55AC-E7.09 6 0	L: 157027 B: 178960
BENAVIDEZ LORI ANN 2811 W BUSINESS 83 WESLACO TX 78596	W3800-00-626-0000-07 WEST TRACT BNG AN IRR TR N919.24 3.50AC NET 0	L: 21780 B: 116001
ONE WAY ROAD TO HEAVEN 1910 MILLER AVE DONNA TX 78537	W3800-00-626-0000-10 WEST TRACT AN IRR TR E88'-W712.1 1.00AC GR 0.80AC NET 2813 W BUS HWY 83	L: 165528 B: 229103
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596-9395	V3671-00-000-0001-00 VILLA-REAL LOT 1 2803 W BUS HWY 83	L: 108965 B: 198947
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596-9395	V3671-00-000-0002-00 VILLA-REAL LOT 2 & 3 2801 W BUS HWY 83	L: 16335 B: 50542
VILLARREAL JOSE L & GRACIELA B 2801 W BUSINESS 83 WESLACO TX 78596	V3671-00-000-0003-00 VILLA-REAL LOT 3 0 W BUS HWY 83	L: 0 B: 3420

Conditional Use Permit

2901 W. Bus. 83

Legend

-  (CONTINUOUS)
-  2901 W Business 83

Business 83

2901 W Business 83

Google Earth

© 2018 Google
© 2018 INEGI

300 ft





Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2219
From: Joe Pedraza		
Subject: Discussion and consideration to approve the Final Plat for Midway Country Estates—being a 28.55 acres out of Farm Tracts 216, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located, approximately 1700 ft West of Mile 6 1/2 West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)		
Background: The proposed forty - four (44) lot subdivision is outside city limits. This subdivision is being serviced with water by North Alamo Water Supply Company through an 8" waterline and sewer by OSSF. The property is within a Flood Zone "X". Owner is requesting a variance on drainage to be detained off-site and a variance to allow for sanitary sewer through OSSF.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning Commission recommended approval of the final plat and to grant the variance requests on February 6, 2019.		
Kayla Arevalo Joe Pedraza Mike Perez	Created/Initiated Approved Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of Final plat and compliance with the ordinance for the variance request.		
Attachments, if any: MIDWAY COUNTRY PRE- ATTACHMENTS, Midway Country Estates- Plat		
Responsibilities upon Approval:		



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. _____

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: Midway Country Estates

Location: East side of Mile 6 West Road and Mile 10 North Road

Legal Description: A 28.55 acre tract of land out of Farm Tract 216, West and Adams Tract Subdivision

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: A6 Proposed Land Use: Residential - Single Family

Number of Lots Proposed: 44 Gross Acreage: 28.55

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: La Cuesta Sol Development Ltd. Telephone: (956) 245-3282

Address: 1210 East Tyler Ave.

Fax: _____

City: Harlingen State: TX Zip: 78550 E-mail: _____

ENGINEER INFORMATION

Name: Quintanilla, Headley & Associates, Inc. Telephone: (956) 381-6480

Address: 124 East Stubbs St.

Fax: _____

City: Edinburg State: TX Zip: 78539 E-mail: alfonsoq@qha-eng.com

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

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

☐ YES ☒ NO Wastewater Provision: OSSF

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

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

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>HCDD No. 1</u>	☒ YES ☐ NO Irrigation District <u>HCCID No. 9</u>
---	--

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____ \$350.00 Planning Review fee

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ Drainage plans and calculations with engineer's seal

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ Proof of ownership of the property

_____ If septic tank system required, submit soil evaluation report

_____ Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

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

- _____ 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

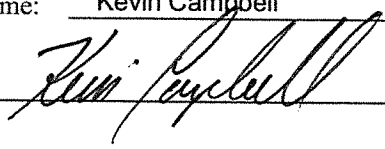
** Any revisions requested would require resubmission of plats and reduced copy reflecting changes.

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: Kevin Campbell

Owner Signature: 

Date: 8-1-18

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

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

RECEIVED

DEC 20 2018

Planning &
Code Enforcement Dept.

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. VAR19-00009

GENERAL INFORMATION

Name of Subdivision: Midway Country Estates

Location: East Side of Mile 6 West Road and South of Mile 10 North Road

Legal Description: 28.55 Acre Tract out of Farm Tract 216, West and Adams Tracts Subdivision

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:

To allow for OSSF the nearest sanitary sewer line is over 0.75 of a mile to the east

☐ 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:

Drainage detention on offsite ditch excavation in lieu of on site detention pond. On-site detention maintenance has always been an issue.

☐ 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: La Cuesta Sol Development Ltd. Telephone: (956) 245-3282

Address: 1210 East Tyler Ave Fax: _____

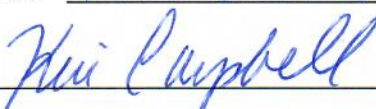
City: Harlingen State: TX Zip: 78550 E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: KEVIN CAMPBELL

Owner Signature:  Date: 12-20-18

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

December 19, 2018

Mike R. Perez
City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: MIDWAY COUNTRY ESTATES

Dear Mr. Perez,

This letter is in response to a request from the Engineer of record for Midway Country Estates, Alfonso Quintanilla. Our office is in the process of reviewing the proposed drainage statement for the above-mentioned development and sees no objections to his plan, to discharge into the existing HCCID No. 9 ditch. Although as part of our requirement we ask that if development is adjacent to a ditch, Right-of-way dedication will be required either 75' from the center of the existing ditch or 75' from the property line whichever is greater. Also after Oct. 9, 2018, new development is required to account for the volume associated for the stormwater runoff generated from the developed property for a 50-year frequency storm event.

In summary, HCDD No.1 approves the concept of the drainage detention being provided by excavating the existing drain ditch along the west of the subdivision and dedicating 75.0 feet of right of way from the centerline of the drain.

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

Sincerely,
Hidalgo County Drainage District No. 1

Jorge A. Gonzalez, PE, SIT, CFM
District Engineer III

CC: Mr. Raul E. Sesin, PE CFM – Hidalgo County Drainage District General Manager

**** **Electronically Filed Document** ****

**Hidalgo County
Arturo Guajardo Jr.
County Clerk**

Document Number: 2014-2515973

Recorded As : RECORDING ELECTRONIC

Recorded On: May 23, 2014

Recorded At: 04:37:09 pm

Number of Pages: 5

Recording Fee: \$38.00

Parties:

**Direct-
Indirect-**

Receipt Number: 1442849

Processed By: Imelda Leal

******* 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 hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

**Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX**

**** Electronically Filed Document ****

Document Number: 2014-17304
Recorded As : ELECTRONIC RECORDING

Recorded On: May 19, 2014
Recorded At: 03:54:41 pm
Number of Pages: 4
Book-VI/Pg: Bk-OR VI-20174 Pg-139
Recording Fee: \$34.00

Parties:

Direct- QUATRO HERMOSAS
Indirect- LA CUESTA SOL DEVELOPMENT

Receipt Number: 688296
Processed By: Maggie Pena

***** 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.



A handwritten signature in dark ink, appearing to be "J. S. Li", is written over a horizontal line.

STATE OF TEXAS

COUNTY OF HIDALGO

**SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN**

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.

Effective Date: May 13, 2014

Grantor: *Quatro Hermosas, a Texas general partnership composed of Lisa W. Hartfiel, Ellen W. Stone, Christine (Tina) Louise W. Terral, Amy Jeanne Welton and spouse, Patrick K. Welton*

Grantor's Mailing Address:

c/o Amy Jeanne Welton
P. O. Box 1644
Dripping Spring, Texas 78620-1644

Grantee: **La Cuesta Sol Development Ltd.**

Grantee's Mailing Address:

1210 East Tyler Avenue
Harlingen, Cameron County, Texas 78550

Consideration: Ten and no/100 Dollars (\$10.00) and other valuable consideration and a note of even date that is in the principal amount of Two Hundred Seventy-one Thousand Three Hundred Twenty and no/100 Dollars (\$271,320.00) and is executed by Grantee, payable to the order of Grantor, and the additional consideration described in a Deferred Payment Agreement Between Grantor and Grantee of even date herewith. The Note and additional consideration are secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Walter C. Guebert, Trustee.

Property (including any improvements):

SURFACE ONLY, the West 29.56 acres of the North 54.02 acres of Farm Tract 216, WEST TRACT SUBDIVISION, Hidalgo County, Texas as per map or plat thereof recorded in Volume 2, Pages 34-37 Map Records of Hidalgo County, Texas, reference to which is here made for all purposes; and being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of Lot No. Four (4) in Block 180; said point of beginning being also the Northwest corner of Farm Tract No. 216;

THENCE due East along the North lines of Lots 4 and 3, Block 180, 1221.9 feet for the Northwest corner of the 29.56 acres of land herein conveyed;

THENCE due, South along a line parallel to the East line of Lot 3, Block 180, 1049.05 feet for the Southeast corner of the 29.56 acres herein conveyed;

THENCE due West along a line parallel to the South line of Lots 3 and 4, Block 180, 1233.1 feet to a point in the West line of Lot 4, Block 180 for the Southwest corner of the 29.56 acres herein conveyed;

THENCE North 00°38' East along the West line of Lot 4, Block 180, 1049.1 feet to the Point of Beginning.

SAVE AND EXCEPT a 1 acre tract of land previously conveyed and recorded in Volume 2102, Page 75, for a total acreage of 28.56 acres more or less as represented by this survey plat.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to any and all easements, rights-of-way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; but only to the extent they are still in effect, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the Property; and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Quatro Hermosas

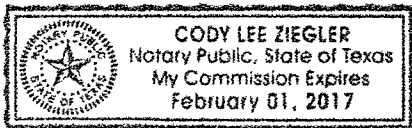
By: *Amy Jeanne Welton*
Amy Jeanne Welton, Manager

STATE OF TEXAS

COUNTY OF Hays

This instrument was acknowledged before me on the 14 day of May, 2014, by Amy Jeanne Welton, as Manager of Quatro Hermosas, a Texas general partnership on behalf of said partnership.

Cody Lee Ziegler
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

1243/deed 28.56 acres to la cuesta

Gonzalez Septic Tank service

Edinburg, Texas

(956)778-3543

Lic. # SE : os12258 Installer II : os1350

On - Site Sewerage Facility Soil Evaluation Report Information :

Date Soil Survey Performed : 9/20/2018Subdivision Name Midway Country Estates Bore 1 Lot 42Bore 2 Lot 02Site Location : Mile 10 N Rd. & Mile 6 1/2 W Rd.County : HidalgoProposed Excavation Depth : 30 In.Name of Site Evaluator : Jose Angel GonzalezRegistration Number : os 12258

Requirements

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.

Location of the soil boring or dug pit must be shown on the site drawing.

For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.

Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

Soil Boring Number : 1						
Depth (feet)	Texture Class	Soil Texture	Structure (For class III - blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	Sandy Clay Loam	N/A	None	None	Soil is suitable for ossf
1						
2						
3						
4	III	Sandy Clay Loam	N/A	None	None	Soil is suitable for ossf
5						
6						

Soil Boring Number : 2						
Depth (feet)	Texture Class	Soil Texture	Structure (For class III - blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	Sandy Clay Loam	N/A	None	None	Soil is suitable for ossf
1						
2						
3						
4	III	Sandy Clay Loam	N/A	None	None	Soil is suitable for ossf
5						
6						

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

Signature of Site Evaluator Jose Angel Gonzalez

Date

9/20/2018

Gonzalez Septic Tank service

Edinburg, Texas

(956)778-3543

Lic. # SE : os12258 Installer II : os1350

On - Site Sewerage Facility Soil Evaluation Report Information :

Date Soil Survey Performed : 9/20/2018

Subdivision Name Midway Country Estates Bore 3 Lot 06

Bore 4 Lot 23

Site Location : Mile 10 N Rd. & Mile 6 1/2 W Rd.

County : Hidalgo

Proposed Excavation Depth : 30 In.

Name of Site Evaluator : Jose Angel Gonzalez

Registration Number : os 12258

Requirements

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.

Location of the soil boring or dug pit must be shown on the site drawing.

For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.

Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

Soil Boring Number : 3						
Depth (feet)	Texture Class	Soil Texture	Structure (For class III - blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0						
1	III	Sandy Clay Loam				
2						
3						
4						
5	III	Sandy Clay Loam	N/A	None	None	Soil is suitable for ossf
6						

Soil Boring Number : 4						
Depth (feet)	Texture Class	Soil Texture	Structure (For class III - blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0						
1	III	Sandy Clay Loam	N/A			
2						
3						
4						
5	III	Sandy Clay Loam	N/A	None	None	Soil is suitable for ossf
6						

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

Signature of Site Evaluator J-A Gonzalez

Date

9/20/2018

Gonzalez Septic Tank service

Edinburg, Texas

(956)778-3543

Lic. # SE : os12258 Installer II : os1350

On - Site Sewerage Facility Soil Evaluation Report Information :

Date Soil Survey Performed : 9/20/2018

Subdivision Name Midway Country Estates Bore 5 Lot 16

Bore 6 Lot 10

Site Location : Mile 10 N Rd. & Mile 6 1/2 W Rd.

County : Hidalgo

Proposed Excavation Depth : 30 In.

Name of Site Evaluator : Jose Angel Gonzalez

Registration Number : os 12258

Requirements

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.

Location of the soil boring or dug pit must be shown on the site drawing.

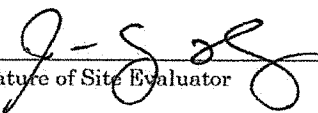
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.

Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

Soil Boring Number : 5						
Depth (feet)	Texture Class	Soil Texture	Structure (For class III - blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0						
1	III	Sandy Clay Loam				
2						
3						
4						
5	III	Sandy Clay Loam	N/A	None	None	Soil is suitable for ossf
6						

Soil Boring Number : 6						
Depth (feet)	Texture Class	Soil Texture	Structure (For class III - blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0						
1	III	Sandy Clay Loam	N/A			
2						
3						
4						
5	III	Sandy Clay Loam	N/A	None	None	Soil is suitable for ossf
6						

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


Signature of Site Evaluator

9/20/2018
Date

Date : 9/20/2018

Site Evaluation Number : _____

Applicant Information :

Name : Kevin Campbell
Address : _____
City : Harlingen State : TX
Zip Code : _____ Phone : _____

Site Evaluator Information :

Name : Jose Angel Gonzalez
Company Gonzalez septic Tank service
address : _____
City : Edinburg State : Texas
Zip Code : 78542 Phone : 778-3543

Property Location :

Lot : 1 Thru 44 Block : _____
Subdivision : Midway Country Estates
Street/Road Address : Mile 10 N Rd. & Mile 6 1/2 W Rd.
County : Hidalgo Unincorporated : Yes/NO
City : Weslaco Zip Code : _____

Installer Information :

Name : _____
Company : _____
Address : _____
City : _____ State : TX
Zip Code : _____ Phone : _____

Schematic of Lot or Tract

Show :

Compass north, adjacent streets, property lines, property demensions, location of buildings, easments, swimming pools, water lines, and other surface improvements where known (drainage, patios, sidewalks).
Location of existing or proposed water wells within 150 feet of property.
Indicate slope or provide contour lines from the structure to the farthest location of the proposed soil absorption or irrigation area.
Location of soil borings or dug pits (show location with respect to a known reference point).
Location of natural, constructed, or proposed drainage ways, (streams, ponds, lakes, rivers, high tide of salt water bodies) water impoundment areas, cut or fill bank, sharp slopes and breaks.

Lot Size : AC

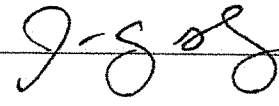
Compass North	Site Drawing Scale : 1 inch = 50 feet
	SEE PLAT FOR BORE LOCATION

Features of site area

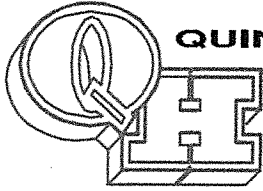
Presence of 100 year flood zone :	Yes : _____	No : <u>X</u>
Presence of adjacent ponds, streams, water impoundments :	Yes : _____	No : <u>X</u>
Existing or proposed water well in the nearby area :	Yes : _____	No : <u>X</u>
Organized sewage service available to lot or tract :	Yes : _____	No : <u>X</u>

Site Evaluator :

Name : Jose Angel Gonzalez

Signature : 

Licence # os 12258



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

December 18, 2018

Ms. Rebekah de la Fuente
Senior Planner
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: Midway Country Estates Subdivision

Dear Ms. de la Fuente:

This letter is to inform you that on October 30, 2018, the developer Mr. Kevin Campbell and I met with Mr. Mike Perez, City Manager and Mr. Raul Sese, P.E. General Manager for Hidalgo County Drainage District No.1 at City Hall regarding the proposed detention plan for this subdivision.

We are proposing to dedicate 75.00 feet of drain ditch right of way along the west side of the subdivision, and excavate the ditch for the detention volume required based on a 50-year storm frequency with a cross section accepted by the City and the H.C.D.D. No.1.

Mr. Perez agreed on our proposed plan. I am resubmitting the plans for this subdivision.

Please review the revised plans and place this subdivision on the agenda of the Planning and Zoning Commission and the City Commission for their consideration and approval.

Should you have any questions, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E., R.P.L.S.
President



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, PE, CFM

General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RAMON GARCIA
Chairman of the Board

JOE M. FLORES
Board Member

JOSEPH PALACIOS
Board Member

December 19, 2018

Mike R. Perez
City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: MIDWAY COUNTRY ESTATES

Dear Mr. Perez,

This letter is in response to a request from the Engineer of record for Midway Country Estates, Alfonso Quintanilla. Our office is in the process of reviewing the proposed drainage statement for the above-mentioned development and sees no objections to his plan, to discharge into the existing HCCID No. 9 ditch. Although as part of our requirement we ask that if development is adjacent to a ditch, Right-of-way dedication will be required either 75' from the center of the existing ditch or 75' from the property line whichever is greater. Also after Oct. 9, 2018, new development is required to account for the volume associated for the stormwater runoff generated from the developed property for a 50-year frequency storm event.

In summary, HCDD No.1 approves the concept of the drainage detention being provided by excavating the existing drain ditch along the west of the subdivision and dedicating 75.0 feet of right of way from the centerline of the drain.

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

Sincerely,
Hidalgo County Drainage District No. 1

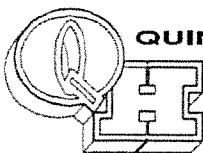

Jorge A. Gonzalez, PE, SIT, CFM
District Engineer III

CC: Mr. Raul E. Sesin, PE CFM – Hidalgo County Drainage District General Manager

Quintanilla, Headley & Associates, Inc.

Hidalgo County Drainage District No. 1 Drainage Report Midway Country Estates Hidalgo County, Texas

Prepared By:



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers * Land Surveyors

Alfonso Quintanilla, P.E. # 95534 - R.P.L.S. # 4856

Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

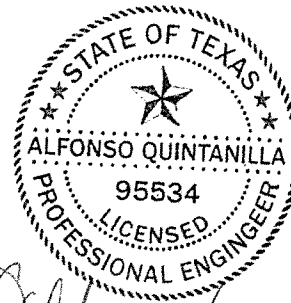
Surveying Firm Registration No. 100411-00

124 E. Stubbs St. Edinburg, Texas 78539

Phone: (956) 381-6480 Fax: (956) 381-0527

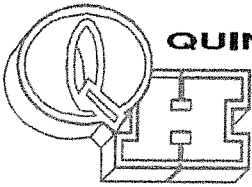
Email: office@qha-eng.com

December 11, 2018



Alfonso Quintanilla P.E.

Cover Sheet	1
Index	2
Drainage Report	3
Hydraulic Calculations	4
"C" Values for Rational Method	5
Rainfall Intensity for Hidalgo County	6
Location Map	7
Flood Plain Attachments	8-10
Soil Condition Attachment	11-14
Quad Map	15
Drainage Calculations	16-17



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

**DRAINAGE REPORT FOR
MIDWAY COUNTRY ESTATES**

A 28.55 acre tract of land (deed record: 28.56 acres) out of Farm Tract 216, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the plat of map thereof recorded in volume 2, pages 34-37, map records Hidalgo County, Texas, and according to special warranty deed with vendor's lien recorded under county clerk's document number 2515973, official records, Hidalgo County, Texas. This subdivision is located on the south side of Mile 10 North Road, approximately 1,011 feet west of Mile 6 1/2 West Road. The site is currently open land. The proposed subdivision will consist of 44 single-family lots.

The tract is Zone "X" (unshaded) as per FEMA Flood Insurance Rate Map Community Panel No. 480334 0450 C dated June 6, 2000 with LOMR dated October 5, 2018.

The majority of the soil is Hidalgo (25 & 28) and is in soil group "B". It is Fine Sandy Loam, Sandy Clay Loam, and Clay Loam. This soil is well drained. Permeability is moderate. Plasticity Index has a range of 4-23. See attached Soil Survey of Hidalgo County, Texas tables.

Presently, the site has very minimal runoff in a southerly direction with an approximate 1% slope. The existing runoff for the proposed subdivision is $Q=11.16$ cubic feet per second based on a 10-year storm.

After development the runoff will be $Q=35.11$ cubic feet per second for an increase of $Q=23.95$ cubic feet per second (50 year storm). Detention will be 66,282.76 cubic feet (1.52 acre feet) and will be accomplished by excavating the existing Hidalgo Cameron County Irrigation District No. 9 drain ditch located on the west side of the subdivision. In addition, the developer is proposing to install a storm sewer system consisting of 18", 24", and 30" storm pipes and Type "A" inlets that will collect the runoff from the roads that will outfall in the drain ditch. 75.00 feet of Drain Ditch Right of Way to Hidalgo Cameron County Irrigation District No. 9 is being dedicated by this plat. This drain ditch flows north 500 feet and connects with H.C.D.D. No. 1 Weslaco North Lateral.

Drainage calculations are attached.

Alfonso Quintanilla, P.E.
December 11, 2018



MIDWAY COUNTRY ESTATES (50).xls

EXISTING:

Area = 28.55 acres
V = 0.15
D = 1100.00 Ft
c = 0.20

$t = D / V(3600)$
t = 2.04 Hrs = 122.22 min

From Rainfall Intensity Curve: i = 1.96

Q = ciA
Q = 11.16 cfs

FUTURE:

Area = 28.55 Acres
V = 0.40
D = 1100.00 Ft
c = 0.25

$t = D / V(3600)$
t = 0.76 Hrs = 45.83 min

From Rainfall Intensity Curve: i = 4.92

Q = ciA
Q = 35.11 cfs



Alfonso Quintanilla P.E.
12-11-18

t (hr)	i(50 yr) (in/hr)	Qfut (cfs)	Vfut (cf)	Qext (cfs)	Vext (cf)	Vfut - Vext (cf)
0.25	9.10	64.97	58471.75	11.16	10047.86	48423.89
0.50	6.34	45.27	81485.92	11.16	20095.72	61390.20
0.75	4.98	35.52	95891.39	11.16	30143.58	65747.81
1.00	4.14	29.58	106474.19	11.16	40191.44	66282.76
1.25	3.58	25.53	114903.98	11.16	50239.30	64664.68
1.50	3.16	22.58	121951.69	11.16	60287.15	61664.54
2.00	2.60	18.53	133406.87	11.16	80382.87	53024.00
3.00	1.95	13.92	150380.37	11.16	120574.31	29806.06
4.00	1.59	11.33	163128.31	11.16	160765.75	2362.56
5.00	1.35	9.64	173486.01	11.16	200957.18	-27471.18
6.00	1.18	8.44	182287.15	11.16	241148.62	-58861.47

PEAK VOLUME = 66282.76 cf (50 Year storm)
Peak Volume = 1.52 Ac-ft

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

" C " - VALUES FOR RATIONAL METHOD

Type of Drainage Area	Runoff Coefficient
Residential Districts:	
Single Family (Lots less than 1/4 acre)	0.35
Single Family (Lots 1/4 to 1/2 acre)	0.30
Single Family (Lots greater than 1/2 acre)	0.25
Multi - Family (Less than 20 DU / AC)	0.45
Multi - Family (Greater than 20 DU / AC)	0.55
Business District:	0.70
Industrial Districts:	
Light Areas	0.50
Heavy Areas	0.60
Railroad Yard Areas:	0.20
Parks:	0.10
Unimproved Areas:	
Bare Surface	0.30
Grassland	0.25
Cultivated	0.20
Woodlands	0.15
Streets:	
Asphalt	0.70
Concrete	0.75
Caliche	0.70
Drives & Walks:	
Concrete	0.75
Rooftop	0.75

MIDWAY COUNTRY ESTATES

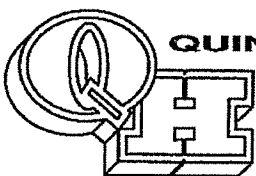
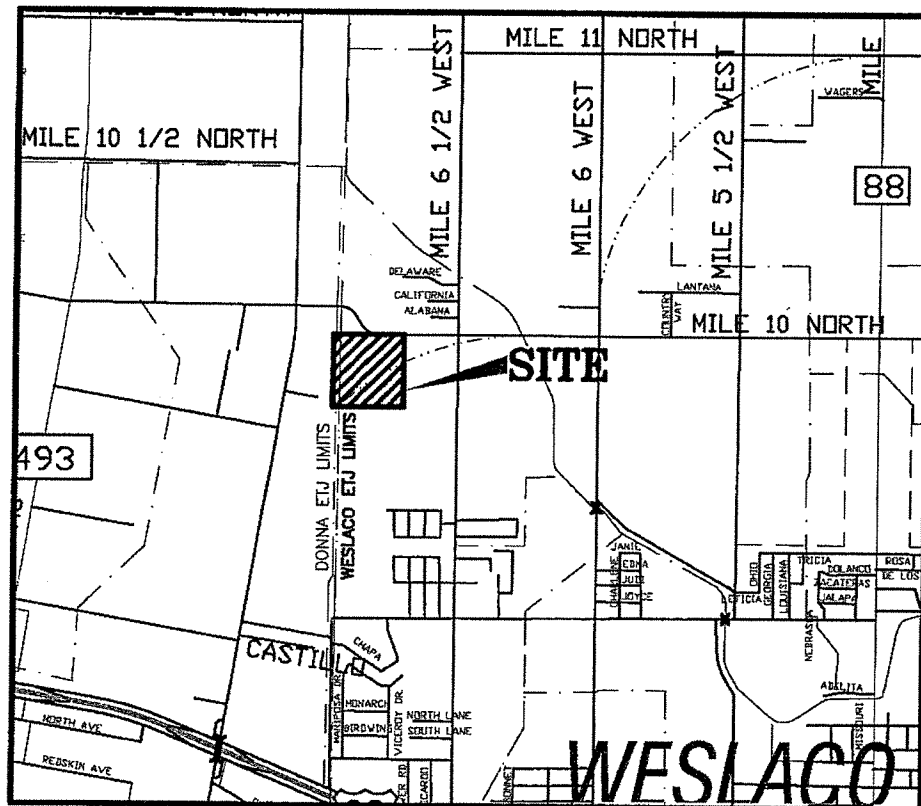
RAINFALL INTENSITY FOR HIDALGO COUNTY								
TIME	10 YEAR	50 YEAR	TIME	10 YEAR	50 YEAR	TIME	10 YEAR	50 YEAR
(Min)	(In / Hr)	(In / Hr)	(Min)	(In / Hr)	(In / Hr)	(Min)	(In / Hr)	(In / Hr)
1	14.283	17.386	31	4.913	6.224	61	3.184	4.099
2	13.28	16.210	32	4.820	6.111	62	3.149	4.056
3	12.425	15.204	33	4.731	6.002	63	3.115	4.014
4	11.687	14.333	34	4.646	5.897	64	3.082	3.973
5	11.041	13.570	35	4.584	5.797	65	3.050	3.933
6	10.472	12.895	36	4.485	5.701	66	3.018	3.894
7	9.965	12.294	37	4.409	5.608	67	2.987	3.855
8	9.512	11.755	38	4.337	5.519	68	2.957	3.818
9	9.102	11.268	39	4.266	5.433	69	2.928	3.781
10	8.731	10.825	40	4.199	5.350	70	2.890	3.745
11	8.393	10.421	41	4.134	5.270	71	2.871	3.710
12	8.084	10.051	42	4.071	5.193	72	2.843	3.676
13	7.799	9.710	43	4.010	5.118	73	2.818	3.642
14	7.536	9.395	44	3.951	5.046	74	2.700	3.610
15	7.293	9.102	45	3.894	4.976	75	2.784	3.577
16	7.068	8.831	46	3.839	4.908	76	2.730	3.546
17	6.856	8.577	47	3.786	4.843	77	2.714	3.515
18	6.659	8.340	48	3.734	4.779	78	2.890	3.485
19	6.474	8.117	49	7.684	4.717	79	2.666	3.455
20	8.301	7.908	50	3.636	4.658	80	2.643	3.426
21	8.138	7.711	51	3.589	4.600	81	2.620	3.398
22	5.985	7.525	52	3.543	4.543	82	2.598	3.370
23	5.839	7.349	53	3.499	4.488	83	2.576	3.342
24	5.702	7.183	54	3.455	4.435	84	2.554	3.315
25	5.572	7.025	55	3.413	4.383	85	2.533	3.289
26	5.448	6.875	56	3.373	4.333	90	2.434	3.164
27	5.331	6.732	57	3.333	4.284	100	2.258	2.944
28	5.219	6.596	58	3.294	4.236	120	1.981	2.596
29	5.112	6.467	59	3.257	4.189	180	1.473	1.951
30	5.011	6.343	60	3.220	4.144	210	1.313	1.747

MIDWAY COUNTRY ESTATES

A 28.55 ACRE TRACT OF LAND (DEED RECORD: 28.56 ACRES) OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OF MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2515973, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

LOCATION MAP

SCALE 1" = 3000'



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS

124 E. STUBBS ST.

EDINBURG, TEXAS 78539

REGISTRATION NUMBER F-1513

SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS

PHONE 956-381-6480

FAX 956-381-0527

ALFONSOQ@QHA-ENG.COM

NEIP

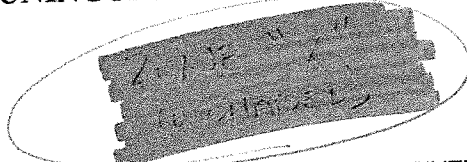
PANEL 0450 C

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



REVISED TO
REFLECT LOMR
DATED MAY 8, 2002

Federal Emergency Management Agency

30, 2002

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

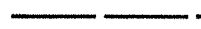
Coastal barrier areas are normally located within or adjacent to special flood hazard areas.



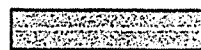
Floodplain Boundary



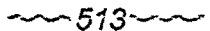
Floodway Boundary



Zone D Boundary

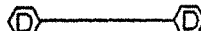


Boundary Dividing Special Flood Hazard Zones, and
Boundary Dividing Areas of Different Coastal Base
Flood Elevations Within Special Flood Hazard Zones.



513

Base Flood Elevation line; Elevation in Feet *



(EL 987)

cross Section Line

Base Flood Elevation in Feet Where Uniform
Within Zone *

RM 7_x

Elevation Bench Mark (See notes below)

• M1.5

River Mile

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFEs, and for any information on floodway delineations, prior to use of this map for property purchase or construction purposes.

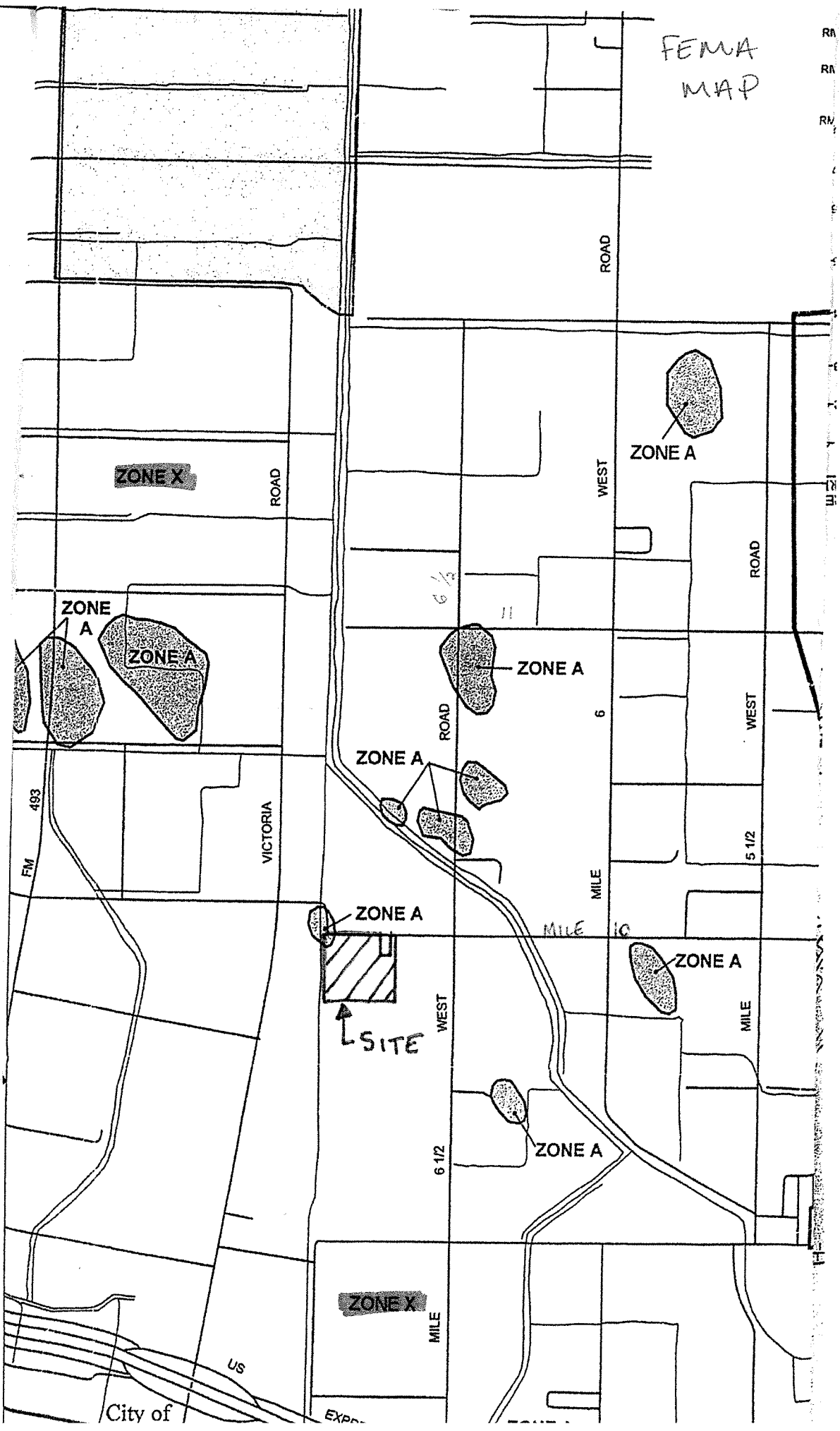
Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-A30, AH, AO, A99, V, VE and V1-V30.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency.

Floodway widths in some areas may be too narrow to show to scale. Refer to Floodway

FEMA
MAP



SOIL MAP



This map is compiled on 1975 aerial photography by the U. S. Department of Agriculture, Soil Conservation Service and cooperating agencies.
Coordinate grid ticks and land division corners, if shown, are approximately positioned.

TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

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

See footnote at end of table.

TABLE 17.--PHYSICAL AND CHEMICAL PROPERTIES OF THE SOILS--Continued

Map symbol and soil name	Depth	Clay	Permeability	Available water capacity	Soil reaction	Salinity	Shrink-swell potential	Erosion factors		Organic matter
								K	T	
	In	Pct	In/hr	In/in	pH	Mmhos/cm				Pct
22, 23, 24----- Hebbronville	0-17 17-58 58-65	8-15 12-18 10-17	2.0-6.0 2.0-6.0 2.0-6.0	0.07-0.14 0.11-0.17 0.11-0.17	6.6-7.8 6.6-8.4 7.9-8.4	<2 <2 <2	Low----- Low----- Low-----	0.20 0.24 0.24	5	<1
25, 26, 27----- Hidalgo	0-17 17-28 28-89	15-20 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.06-0.15 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Low----- Moderate---- Moderate----	0.24 0.32 0.32	5	1-3
28, 29----- Hidalgo	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.02-0.17 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Moderate---- Moderate---- Moderate----	0.32 0.32 0.32	5	1-3
30----- Hidalgo	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.01-0.13 0.01-0.13 0.01-0.15	7.9-8.4 7.9-8.4 7.9-9.0	4-16 4-16 4-16	Moderate---- Moderate---- Moderate----	0.32 0.32 0.32	5	1-3
31:* Hidalgo-----	0-17 17-28 28-80	20-30 23-35 23-35	0.6-2.0 0.6-2.0 0.6-2.0	0.08-0.17 0.08-0.17 0.08-0.20	7.9-8.4 7.9-8.4 7.9-8.4	<4 <4 <4	Moderate---- Moderate---- Moderate----	0.32 0.32 0.32	5	1-3
Urban land.										
32:* Jimenez-----	0-8 8-10 10-60	12-24 --- ---	0.6-2.0 --- ---	0.05-0.10 --- ---	7.9-8.4 --- ---	<2 --- ---	Low----- --- ---	0.10 --- ---	1	1-3
Quemado-----	0-6 6-12 12-18 18-60	10-18 18-27 --- ---	0.6-2.0 0.6-2.0 --- ---	0.09-0.13 0.05-0.10 --- ---	6.1-7.8 6.6-7.8 --- ---	<2 <2 --- ---	Low----- Low----- --- ---	0.10 0.10 --- ---	1	<1
33----- Laredo	0-14 14-65	12-35 18-35	0.6-2.0 0.6-2.0	0.15-0.22 0.13-0.20	7.9-8.4 7.9-8.4	<2 <4	Moderate---- Moderate----	0.37 0.43	5	1-3
34----- Matamoros	0-65	35-55	0.06-0.2	0.14-0.19	7.9-8.4	<4	Very high---	0.32	5	0.5-1
35, 36, 37, 38--- McAllen	0-14 14-72	14-25 20-31	0.6-2.0 0.6-2.0	0.11-0.16 0.09-0.18	7.9-8.4 7.9-8.4	<2 <4	Low----- Low-----	0.24 0.28	5	0.5-1
39----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.12-0.18 0.09-0.15 0.06-0.20	7.9-8.4 7.9-9.0 7.9-9.0	<4 <8 >4	Very high--- Very high--- Very high---	0.32 0.32 0.32	5	1-3
40----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.02-0.12 0.02-0.09 0.02-0.07	7.9-9.0 7.9-9.0 7.9-9.0	>4 >8 >8	Very high--- Very high--- Very high---	0.32 0.32 0.32	5	1-3
41----- Mercedes	0-19 19-57 57-65	40-60 45-60 45-60	<0.06 <0.06 <0.06	0.12-0.18 0.09-0.15 0.06-0.20	7.9-8.4 7.9-9.0 7.9-9.0	<4 <8 >4	Very high--- Very high--- Very high---	0.32 0.32 0.32	5	1-3
42----- Nueces	0-29 29-72	2-12 18-34	2.0-6.0 0.2-0.6	0.05-0.10 0.12-0.17	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate----	0.17 0.24	5	<1
43:* Nueces-----	0-29 29-72	2-12 18-34	2.0-6.0 0.2-0.6	0.05-0.10 0.12-0.17	6.1-7.3 6.6-8.4	<2 <2	Low----- Moderate----	0.17 0.24	5	<1
Sarita-----	0-48 48-80	1-10 18-35	6.0-20 2.0-6.0	0.05-0.10 0.13-0.19	6.1-7.3 5.6-8.4	<2 <2	Low----- Moderate----	0.17 0.24	5	0.5-1
44----- Olmito	0-47 47-65	35-55 35-55	0.2-0.6 0.06-0.2	0.13-0.18 0.06-0.18	7.9-8.4 7.9-8.4	<4 >4	Very high--- Very high---	0.32 0.32	5	1-3
45,* 46,* 47.* Pits										

See footnote at end of table.

TABLE 18.--SOIL AND WATER FEATURES

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

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hard-ness	Uncoated steel	Concrete
1.* Arents					<u>Ft</u>			<u>In</u>			
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4----- Brennan	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6----- Camargo	B	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7----- Cameron	D	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8----- Comitas	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
9, 10, 11----- Delfina	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12----- Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:* Delmita-----	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14----- Falfurrias	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
15**----- Grulla	D	Frequent-----	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18----- Hargill	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
19----- Harlingen	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
20----- Harlingen	D	None-----	---	---	5.0-6.0	---	---	---	---	High-----	Moderate.
21:* Harlingen-----	D	None to rare	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
22, 23, 24----- Hebbronville	B	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
25, 26, 27, 28, 29----- Hidalgo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
30----- Hidalgo	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
31:* Hidalgo-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
32:* Jimenez-----	C	None-----	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

See footnotes at end of table.

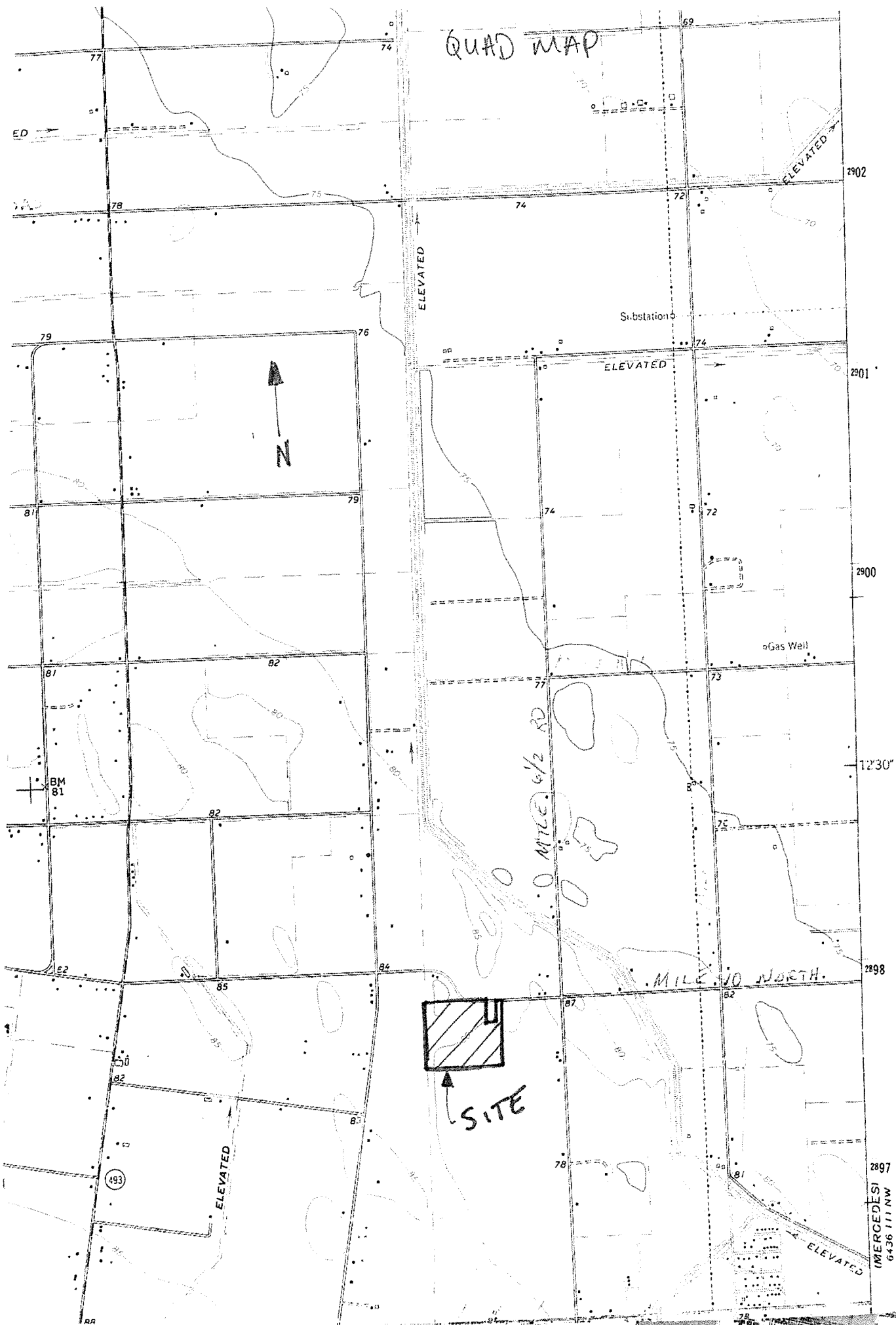


TABLE I
TIME OF CONCENTRATION DETERMINATION
MIDWAY COUNTRY ESTATES

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW			TIME (MIN)	CHANNEL, PIPE, STREET, ETC. FLOW					TOTAL TIME (MIN)
		C	LENGTH (FT.)	GRADE (%)		WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	
Existing	Overland	0.2	1500		166.67						166.67
D.A. No. 1	Overland & Gutter	0.25	250		27.78			450.00	0.30	25.00	52.78
D.A. No. 2 - D.A. No. 2	Pipe Flow	0.25						32.00	3.00	0.18	52.96
D.A. No. 2	Overland & Gutter	0.25	250		27.78			450.00	0.30	25.00	52.78
D.A. No. 2 - D.A. No. 4	Pipe Flow	0.25						537.00	3.00	2.98	55.76
D.A. No. 3	Overland & Gutter	0.25	250		27.78			450.00	0.30	25.00	52.78
D.A. No. 3 - D.A. No. 4	Pipe Flow	0.25						32.00	3.00	0.18	52.96
D.A. No. 4	Overland & Gutter	0.25	250		27.78			450.00	0.30	25.00	52.78
D.A. No. 4 - OUTFALL	Pipe Flow	0.25						354.00	3.00	1.97	54.74
D.A. No. 5	Overland & Gutter	0.25	250		27.78			450.00	0.30	25.00	52.78
D.A. No. 5 - D.A. No. 6	Pipe Flow	0.25						32.00	3.00	0.18	52.96
D.A. No. 6	Overland & Gutter	0.25	250		27.78			450.00	0.30	25.00	52.78
D.A. No. 6 - D.A. No. 8	Pipe Flow	0.25						537.00	3.00	2.98	55.76
D.A. No. 7	Overland & Gutter	0.25	250		27.78			450.00	0.30	25.00	52.78
D.A. No. 7 - D.A. No. 8	Pipe Flow	0.25						32.00	3.00	0.18	52.96
D.A. No. 8	Overland & Gutter	0.25	250		27.78			450.00	0.30	25.00	52.78
D.A. No. 8 - OUTFALL	Pipe Flow	0.25						350.00	3.00	1.94	54.72

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

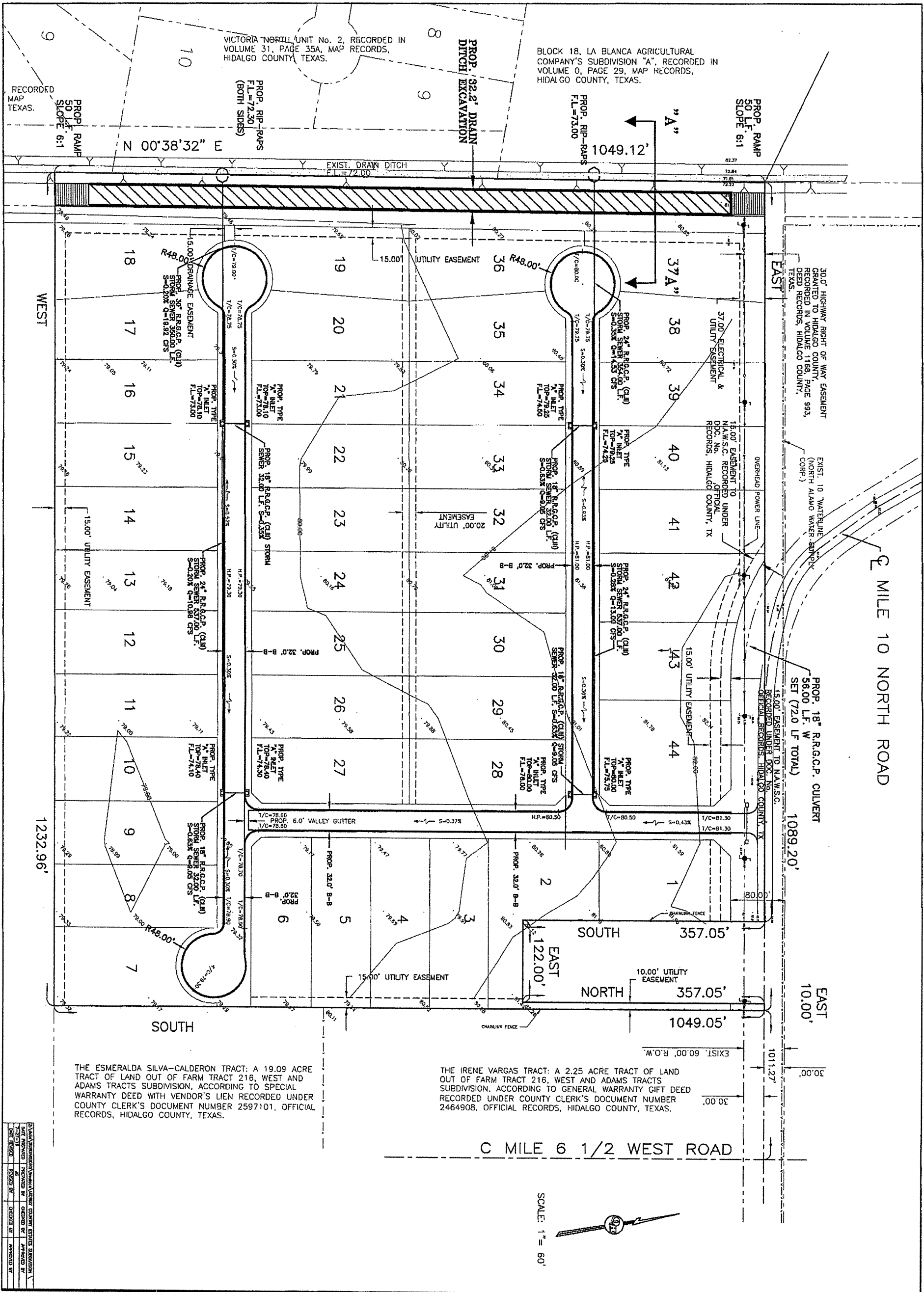
$$T_c = \frac{L}{(V \times 60)}$$

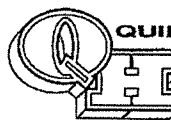
TABLE IA
FLOWRATE DETERMINANTION
MIDWAY COUNTRY ESTATES

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 DIMENSION (Slope & Dia.)	Pipe Flowrate (c.f.s.)
Existing	300.000	0.2	166.67	10				
D.A. No. 1	2.220	0.25	52.78	10	3.509	1.95	0.63%	
D.A. No. 2 - D.A. No. 2	2.220	0.25	52.96	10	3.501	1.95	1.5	9.05
D.A. No. 2	2.070	0.25	52.78	10	3.509	1.82	0.28%	
D.A. No. 2 - D.A. No. 4	4.290	0.25	55.76	10	3.383	3.76	2	13.00
D.A. No. 3	2.830	0.25	52.78	10	3.509	2.48	0.63%	
D.A. No. 3 - D.A. No. 4	2.830	0.25	52.96	10	3.501	2.48	1.5	9.05
D.A. No. 4	2.900	0.25	52.78	10	3.509	2.54	0.35%	
D.A. No. 4 - OUTFALL	10.020	0.25	54.74	10	3.425	8.79	2	14.53
D.A. No. 5	5.990	0.25	52.78	10	3.509	5.25	0.63%	
D.A. No. 5 - D.A. No. 6	5.990	0.25	52.96	10	3.501	5.25	1.5	9.05
D.A. No. 6	3.830	0.25	52.78	10	3.509	3.36	0.20%	
D.A. No. 6 - D.A. No. 8	9.820	0.25	55.76	10	3.383	8.61	2	10.98
D.A. No. 7	3.080	0.25	52.78	10	3.509	2.70	0.63%	
D.A. No. 7 - D.A. No. 8	3.080	0.25	52.96	10	3.501	2.70	1.5	9.05
D.A. No. 8	3.180	0.25	52.78	10	3.509	2.79	0.20%	
D.A. No. 8 - OUTFALL	16.080	0.25	54.72	10	3.425	14.11	2.5	19.92

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

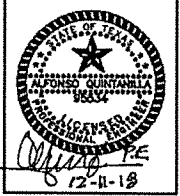
$$I = \frac{b}{(T_c + d)^e}$$





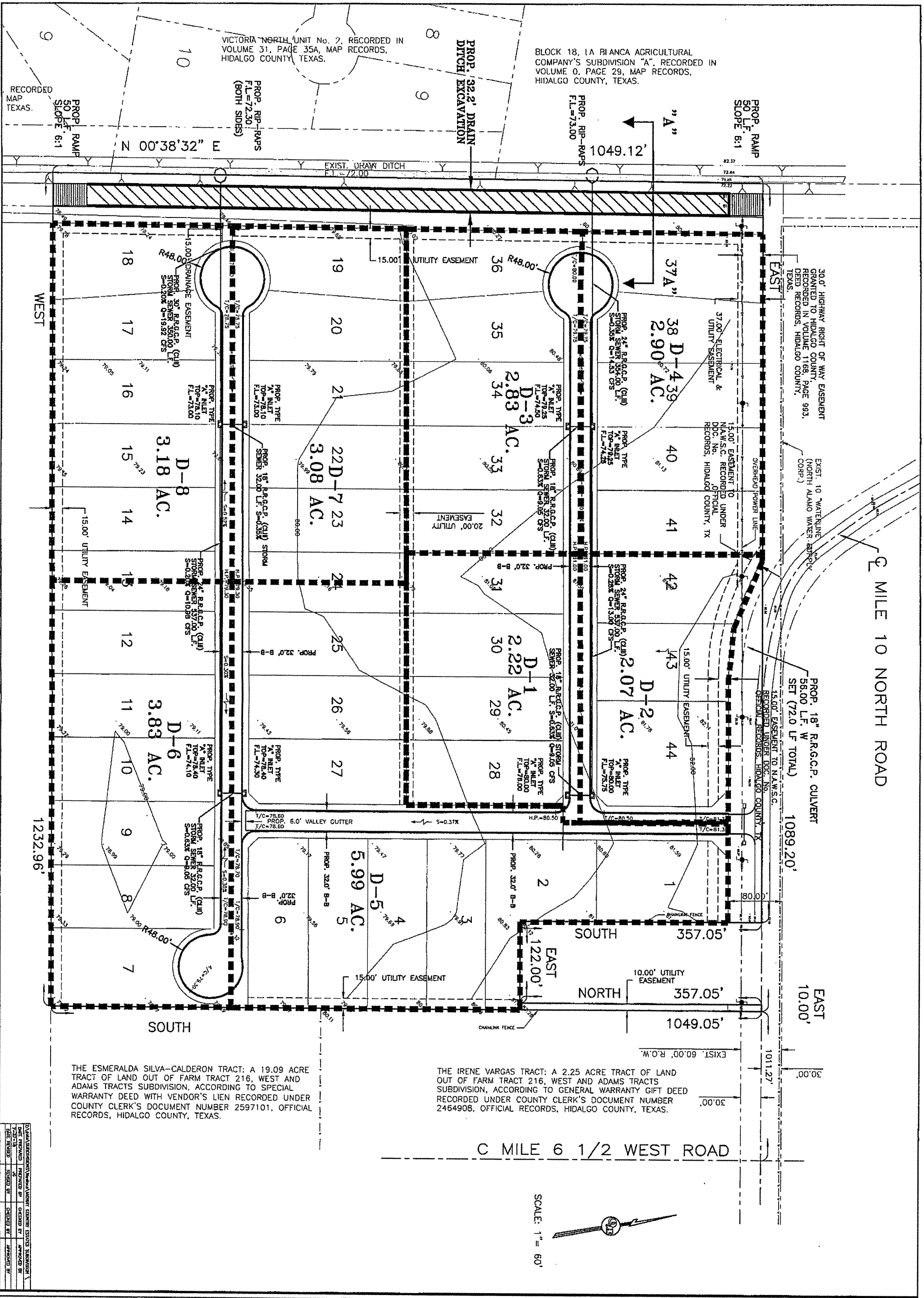
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78538
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 856-381-8480
FAX 856-381-0527
OFFICE@QHAENGINEERING.COM



**MIDWAY COUNTRY ESTATES
SUBDIVISION
PAVING AND DRAINAGE LAYOUT**

JOB NO. _____
DATE _____
REVISION _____
SCALE _____
DRAWN BY _____
SHEET _____



THE ESMERALDA SILVA-CALDERON TRACT: A 19.09 ACRE TRACT OF LAND OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2597101, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

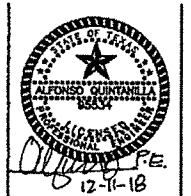
THE IRENE VARGAS TRACT: A 2.25 ACRE TRACT OF LAND OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO GENERAL WARRANTY GIFT DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2464908, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

DATE PREPARED	DATE REVIEWED	DATE APPROVED	DATE CHECKED
12-1-18	12-1-18	12-1-18	12-1-18



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

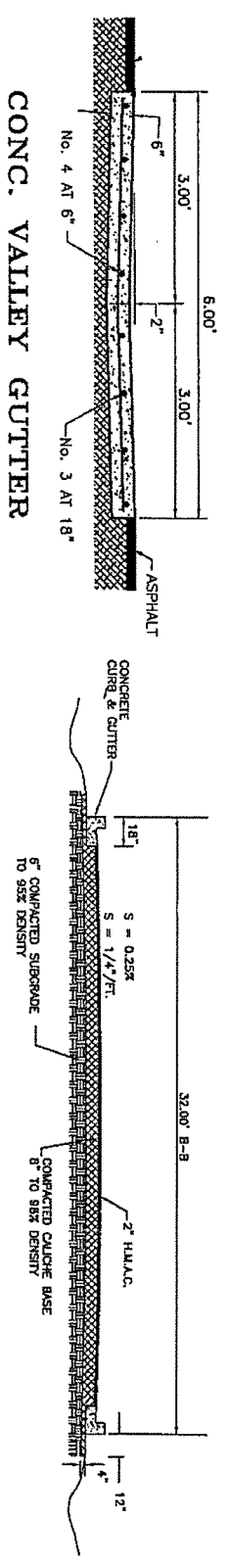
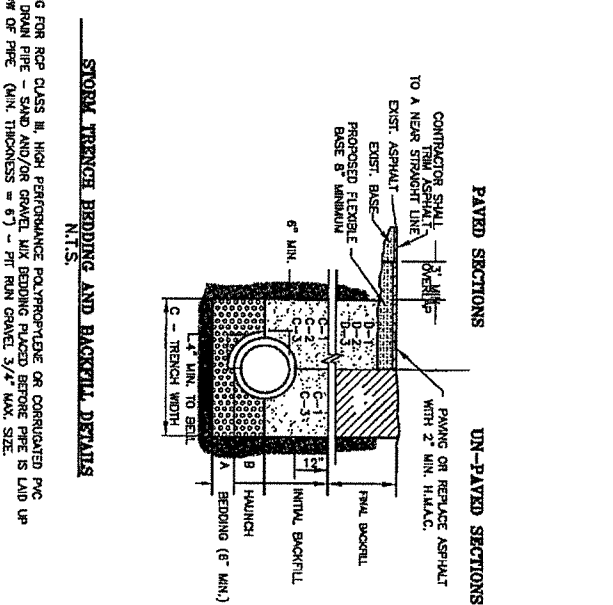
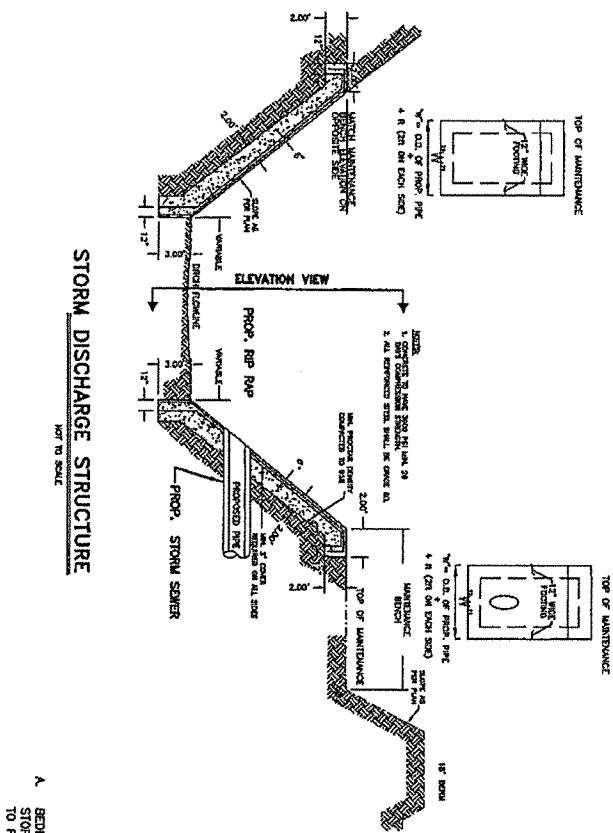
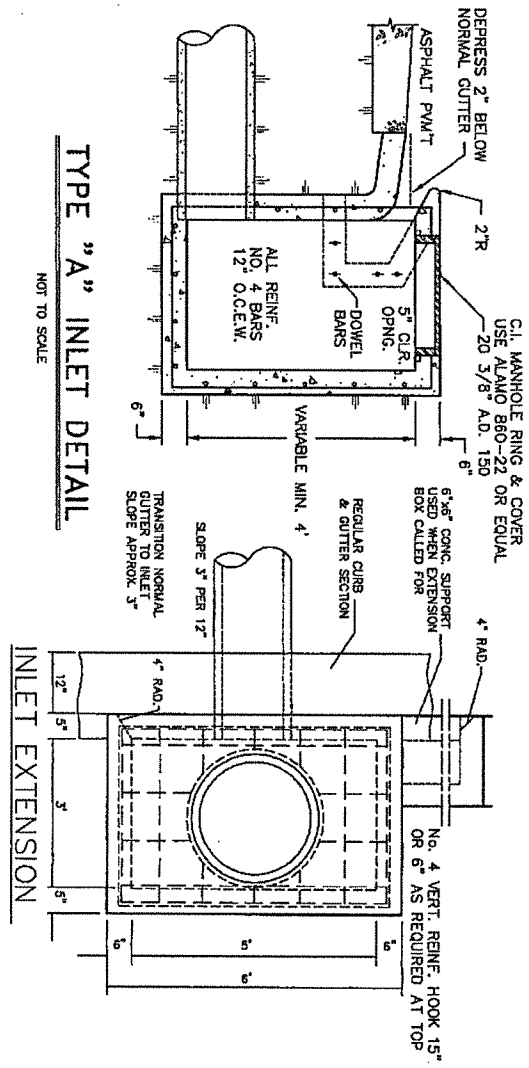
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM



**MIDWAY COUNTRY ESTATES
SUBDIVISION
DRAINAGE AREAS**

SCALE: 1" = 60'

JOB NO.	_____
DATE	_____
REVISION	_____
SCALE	_____
DRAWN BY	_____
SHEET	_____



LEGEND

TOTAL DETENTION REQUIRED - 66,282.76 C.F.

TOTAL DETENTION PROVIDED - 74,500.00 C.F.

(1,000.0 L.F. X 74.5 S.F.)

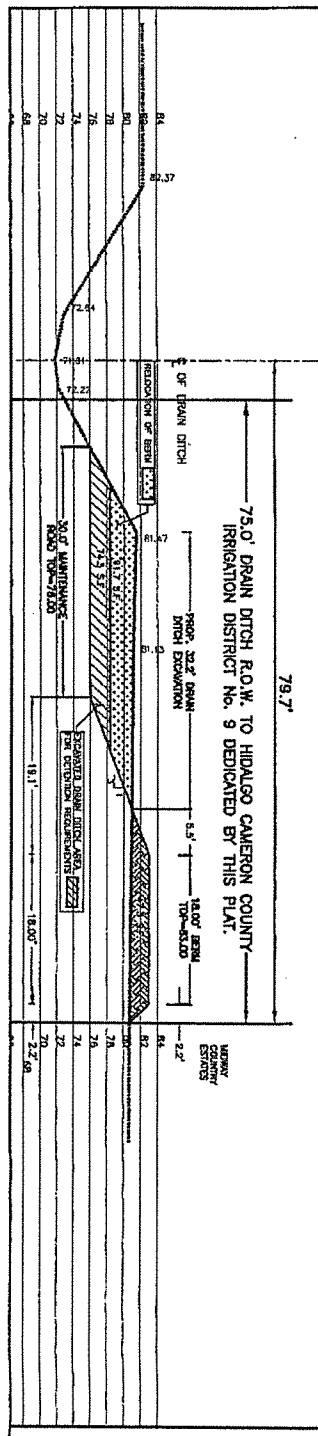
TOTAL EXCAVATION NEEDED - 166,200.00 C.F.

(1,000.0 L.F. X 166.2 S.F.)

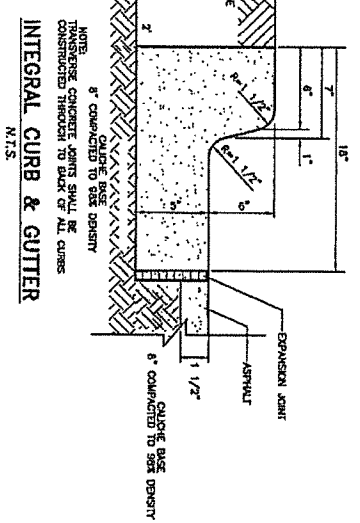
CROSS SECTION "A-A"

HORIZONTAL 1" = 10'

VERTICAL 1" = 10'



- NOTES:**
1. MANHOLE COVER SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 2. FOR D-1 AND D-2 THE COMPACTION REQUIREMENT SHALL BE SIX S.P.D. WITHIN 12 IN. BELOW THE EXIST. ASPHALT.
 3. FOR PAVED SECTIONS THE ABOVE REQUIREMENTS SHALL APPLY WHEN ANY PART OF TRENCH WIDTH IS WITHIN 5 FT. FROM THE E.O.P./B.O.C.
 4. THE ABOVE REQUIREMENTS SHALL APPLY TO UTILITY PIPELINES AND UTILITY STRUCTURES OF OTHER UTILITY ENTITIES.
- D-1** FINAL BACKFILL FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, AND COUNTY ROAD - SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (ASTM M145) COMPACTED TO 92% S.P.D. 6" TRENCH WIDTH.
- D-2** FINAL BACKFILL FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS - SHALL BE STABILIZED SAND/CEMENT MIXTURE WITH 4% CEMENT BY WEIGHT, 10% FINE AGGREGATE, AND 10% WATER, COMPACTED TO 92% S.P.D. AS PER ASTM D-4253 AND ASTM D4253 AND ASTM D698, 6" LOOSE LIFT, MECHANICAL COMPACTION.
- D-3** FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) - STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT. BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2221) OR SOIL TYPE A1, A2, OR A3 (ASTM M145) WITH A MAXIMUM P.I. OF 19 (ASTM M145) COMPACTED TO 92% S.P.D. 6" TRENCH WIDTH. FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2221) BACKFILL MATERIAL. PREPARATION (WELDPONTS, MINIMUM 4" GRAVEL, OR CEMENT STABILIZATION OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE COMPACTION TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".
- C-1** INITIAL BACKFILL FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, AND COUNTY ROAD - SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (ASTM M145) COMPACTED TO 92% S.P.D. 6" TRENCH WIDTH.
- C-2** INITIAL BACKFILL FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS - SHALL BE STABILIZED SAND/CEMENT MIXTURE WITH 4% CEMENT BY WEIGHT, 10% FINE AGGREGATE, AND 10% WATER, COMPACTED TO 92% S.P.D. AS PER ASTM D-4253 AND ASTM D4253 AND ASTM D698, 6" LOOSE LIFT, MECHANICAL COMPACTION.
- C-3** INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS I OR CLASS II (ASTM D2221) BACKFILL MATERIAL. COMPACTED TO 92% S.P.D. 6" LOOSE LIFT, MECHANICAL COMPACTION.
- D** FINAL BACKFILL FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS - SHALL BE CLASS I, II, III OR IV (ASTM D2221) BACKFILL MATERIAL. COMPACTED TO 92% S.P.D. 6" LOOSE LIFT, MECHANICAL COMPACTION.
- B** TRENCH FOR RCP CLASS II, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE - SHALL BE CLASS I OR CLASS II (ASTM D2221) BACKFILL MATERIAL. COMPACTED TO 92% S.P.D. 6" LOOSE LIFT, MECHANICAL COMPACTION.
- C** TRENCH WIDTH - SHALL BE 6" MIN. TO 12" MAX. MINIMUM TRENCH WIDTH SHALL BE 6".



DESIGNED BY	QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CHECKED BY	QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
DATE	12-11-18
REVISION	
APPROVED BY	

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS

124 E. STUBBS ST.

EDINBURG, TEXAS 78539

ENGINEERING REGISTRATION NUMBER F-1513

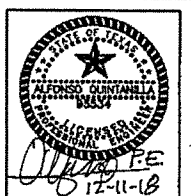
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS

PHONE 956-381-6480

FAX 956-381-0527

OFFICE@QHAENGINEERING.COM



MIDWAY COUNTRY ESTATES

DETAIL SHEET

JOB NO.	
DATE	
REVISION	
SCALE	
DRAWN BY	
CHECKED BY	

SUBDIVISION PLAT OF:

MIDWAY COUNTRY ESTATES

A 28.55 ACRE TRACT OF LAND (DEED RECORD: 28.56 ACRES) OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OF MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2515973, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A 28.55 ACRE TRACT OF LAND (DEED RECORD: 28.56 ACRES) OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OF MAP THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS HIDALGO COUNTY, TEXAS, AND ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2515973, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A POINT IN THE CENTERLINE OF MILE 10 NORTH ROAD FOR THE NORTHWEST CORNER OF FARM TRACT 216, AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE: EAST, ALONG THE NORTH LINE OF FARM TRACT 216, AND THE CENTERLINE OF MILE 10 NORTH ROAD, A DISTANCE OF 1,089.20 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE JESUS FIGUEROA TRACT (A 1.00 ACRE TRACT OF LAND OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2750262, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: SOUTH, ALONG THE WEST LINE OF THE JESUS FIGUEROA TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED R&A FOUND AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 357.05 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: EAST, ALONG THE SOUTH LINE OF THE JESUS FIGUEROA TRACT, A DISTANCE OF 122.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE: NORTH, ALONG THE EAST LINE OF THE JESUS FIGUEROA TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED R&A FOUND AT 327.05 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 357.05 FEET TO A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF FARM TRACT 216, AND IN THE CENTERLINE OF MILE 10 NORTH ROAD FOR THE NORTHEAST CORNER OF SAID TRACT, AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE: EAST, ALONG THE NORTH LINE OF FARM TRACT 216, AND THE CENTERLINE OF MILE 10 NORTH ROAD, A DISTANCE OF 10.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE IRENE VARGAS TRACT (A 2.25 ACRE TRACT OF LAND OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2464908, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: SOUTH, ALONG THE WEST LINE OF THE IRENE VARGAS TRACT, AND THE WEST LINE OF THE ESMERALDA SILVA-CALDERON TRACT (A 19.09 ACRE TRACT OF LAND OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2597101, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), PASSING A 1/2" IRON ROD WITH CAP STAMPED 5242 FOUND AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 10 NORTH ROAD, A TOTAL DISTANCE OF 1,049.05 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF THE LUDIVINA Z. PEREZ TRACT (THE SOUTH 31.06 ACRES OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2230787, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THE ESMERALDA SILVA-CALDERON TRACT, AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: WEST, ALONG THE NORTH LINE OF THE LUDIVINA Z. PEREZ TRACT, PASSING A 1/2" IRON ROD FOUND AT 1,182.96 FEET FOR THE EAST LINE OF A DRAIN DITCH, A TOTAL DISTANCE OF 1,232.96 FEET TO A POINT ON THE WEST LINE OF FARM TRACT 216 FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 0°38'32" E, ALONG THE WEST LINE OF FARM TRACT 216, A DISTANCE OF 1,049.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 28.55 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH EAGLE'S NEST ESTATES SUBDIVISION UNIT III, RECORDED IN VOLUME 53, PAGE 170, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED



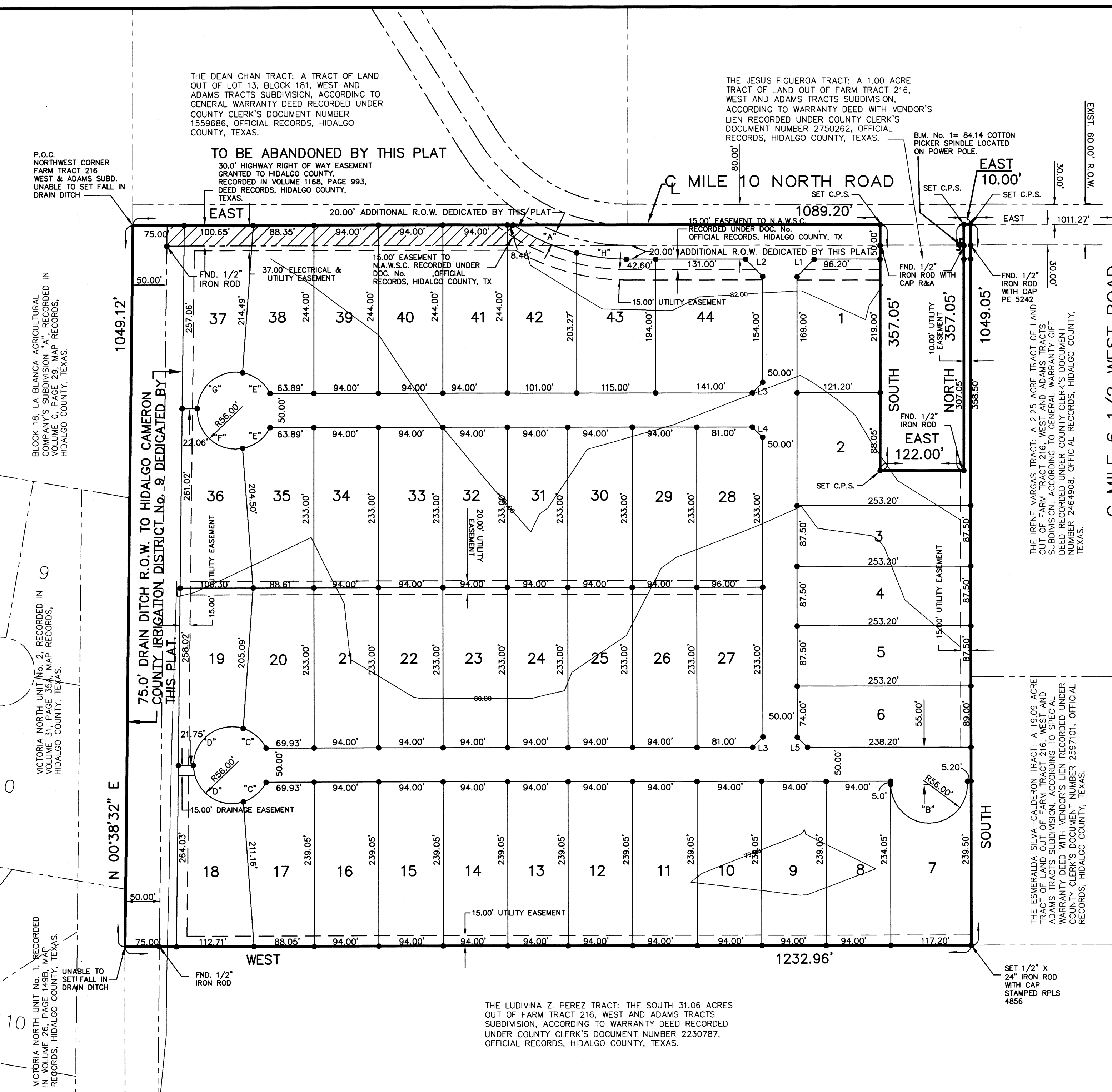
ALFONSO QUINTANILLA
R.P.L.S. No. 4856

1-11-19
DATE

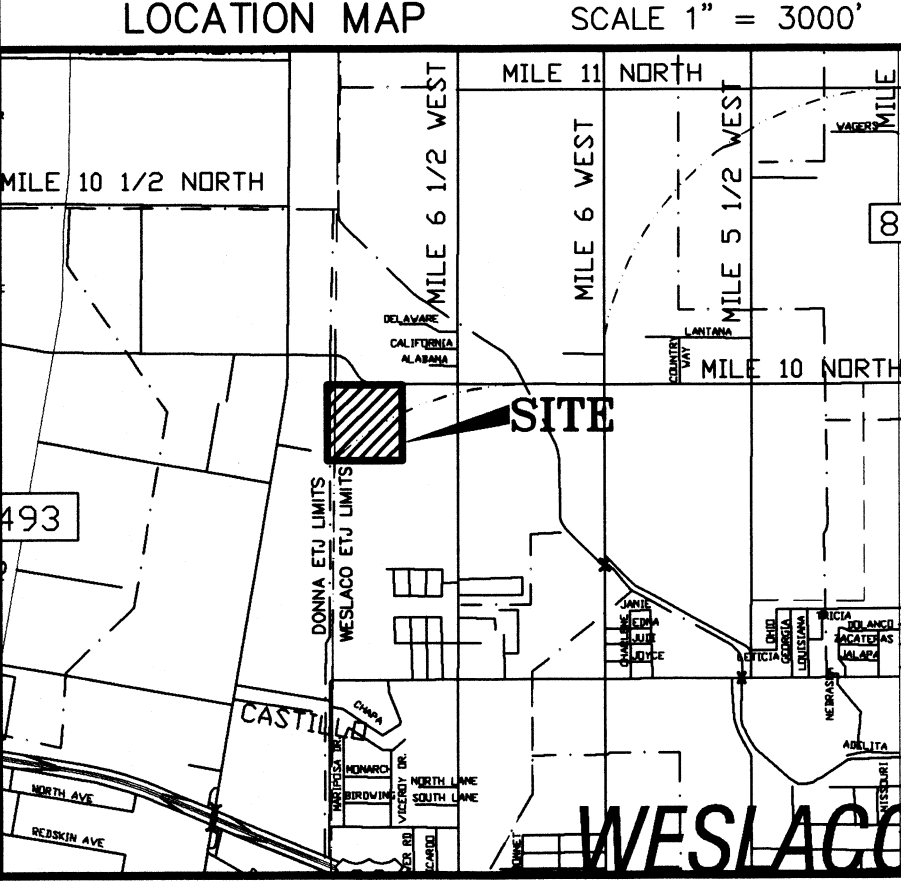
LOT	AREA (S.F.)	AREA (AC.)
1	23200.10	0.53
2	30299.13	0.69
3-5	22154.91	0.51
6	22422.21	0.51
7	22530.77	0.52
8-16	22470.70	0.51
17	22483.95	0.51
18	23561.11	0.54
19	22122.33	0.50
20	21962.06	0.50
21-26	21902.00	0.50
27-28	22255.50	0.51
29-34	21902.00	0.50
35	21851.40	0.50
31-36	21807.29	0.50
37	21874.81	0.50
38	22981.72	0.52
39-41	22936.00	0.53
42	22474.53	0.52
43	22538.92	0.52
44	29839.00	0.69

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	N 45°00'00" E	35.36'
L2	S 45°00'00" E	35.36'
L3	S 45°00'00" W	21.21'
L4	S 45°00'00" E	21.21'
L5	N 45°00'00" W	21.21'

CURVE DATA		
CURVE	DELTA	RADIUS
"A"	19°08'26"	304.00'
"B"	18°00'00"	56.00'
"C"	46°06'20"	56.00'
"D"	107°22'46"	56.00'
"E"	53°02'33"	56.00'
"F"	103°30'49"	56.00'
"G"	97°22'17"	56.00'
"H"	13°47'20"	304.00'



INDEX OF SHEETS
SHEET 1
HEADING INDEX: LOCATION MAP AND E.T. PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT; METES AND BOUNDS; ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY MAYOR'S APPROVAL CERTIFICATE; CITY PLANNING CERTIFICATION; HIDALGO COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY JUDGE'S CERTIFICATION; HIDALGO COUNTY CLERK'S CERTIFICATION; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; REVISION SHEET 2
WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVISION CERTIFICATE & STATEMENT
SHEET 3
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES



PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING) AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER 480334 0450 C
EFFECTIVE DATE: JUNE 8, 2000.
L.O.M.R. MAY 30, 2002 AND L.O.M.R. CASE NO. 19-06-0700P
EFFECTIVE DATE: OCTOBER 5, 2018.
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)
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
- SETBACKS:
FRONT 25.00 FEET
REAR 25.00 FEET
SIDE 5.00 FEET
SIDE CORNER ABUTTING STREET 10.00 FEET
CORNER SIDE WITH GARAGE 20.00 FEET
OR EASEMENT WHICHEVER IS GREATER IN ALL CASES
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION OR WHICHEVER IS GREATER.
- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS
B.M. No. 1= 8414 COTTON PICKER SPINDLE LOCATED ON POWER POLE AT THE NORTHEAST CORNER OF THIS SUBDIVISION N.A.V.D. 88 DATUM
B.M. No. 2= COTTON PICKER SPINDLE FOUND LOCATED AT THE NORTHEAST CORNER PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 66,282.78 CUBIC-Feet (1.52 acre feet) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET NO.3.
- LEGEND -#- DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.
- NO STRUCTURE SHALL BE PERMITTED UPON 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.
- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
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.
- 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.
- 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.
- THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION EVERY 300 FEET AS REQUIRED BY THE CITY OF WESLACO.
- 4.0' SIDEWALKS ALONG INTERIOR STREETS ARE REQUIRED AT TIME OF BUILDING PERMIT.
- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY APPENDIX 5, COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.
- MIDWAY COUNTRY ESTATES, THE OWNER & SUBDIVIDER OF KEVIN CAMPBELL 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.
- ESCRROW 5.0' SIDEWALK ALONG MILE 10 NORTH ROAD.
- NO ACCESS TO MILE 10 NORTH ROAD, FOR LOTS 1,2 AND 37 THROUGH 44.
- ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 2176 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 EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE SOIL EVALUATOR 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 OCCUPANCY A LOT.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
MIDWAY COUNTRY ESTATES, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE EAST SIDE OF MILE 6 WEST ROAD AND SOUTH OF MILE 10 NORTH ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 35,670), MIDWAY COUNTRY ESTATES, LIES WITHIN THE 1/2 MILE E.T. IT LIES IN PCT.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: LA CUESTA SOL DEVELOPMENT LTD.	1210 EAST TYLER AVE.	HARLINGEN, TX	(956)245-3282	
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	381-0527

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER: 1-1513
SURVEYING REGISTRATION NUMBER 100411-00

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

LA CUESTA SOL DEVELOPMENT LTD.
KEVIN CAMPBELL, MEMBER
1210 EAST TYLER AVENUE
HARLINGEN, TX 78550

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

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

ENVIRONMENTAL HEALTH DIVISION MANAGER _____ DATE _____

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 THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STATUTES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER _____ DATE _____

STATE OF TEXAS COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

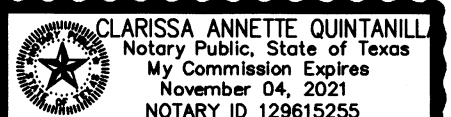
I, KEVIN CAMPBELL, AS REPRESENTATIVE OF THE 28.55 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED MIDWAY COUNTRY ESTATES, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(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.

LA CUESTA SOL DEVELOPMENT LTD.
KEVIN CAMPBELL, MEMBER
1210 EAST TYLER AVENUE
HARLINGEN, TX 78550

STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared

KEVIN CAMPBELL, MEMBER, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration thereby expressed. Given under my hand and seal of office this _____ day of _____, 20____.



CLARISSA ANNETTE QUINTANILLA - NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(c) AND § 212.0115(b)
WE, THE UNDERSIGNED CERTIFY that this plat of the MIDWAY COUNTRY ESTATES, was reviewed and approved by the City Council of the City of Weslaco on _____

Mayor of the City of Weslaco _____ Date _____
ATTEST: Secretary of the City of Weslaco _____ Date _____

STATE OF TEXAS CITY OF WESLACO

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

CHAIRMAN PLANNING COMMISSION

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE, THE UNDERSIGNED CERTIFY that this plat of the MIDWAY COUNTRY ESTATES, was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge _____ Date _____
ATTEST: Hidalgo County Clerk _____ Date _____

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9, DATED THIS _____ DAY OF _____, 20____.

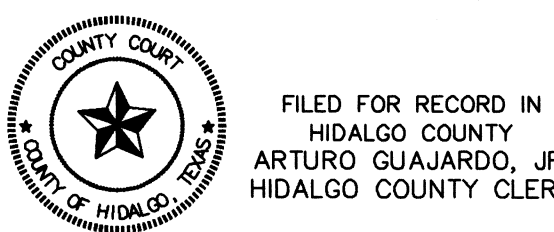
- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- 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.
- 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 _____ DATE _____
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.



ALFONSO QUINTANILLA
P.E. No. 99634
1-11-19
DATE



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

ON: _____ AT _____ AM/PM

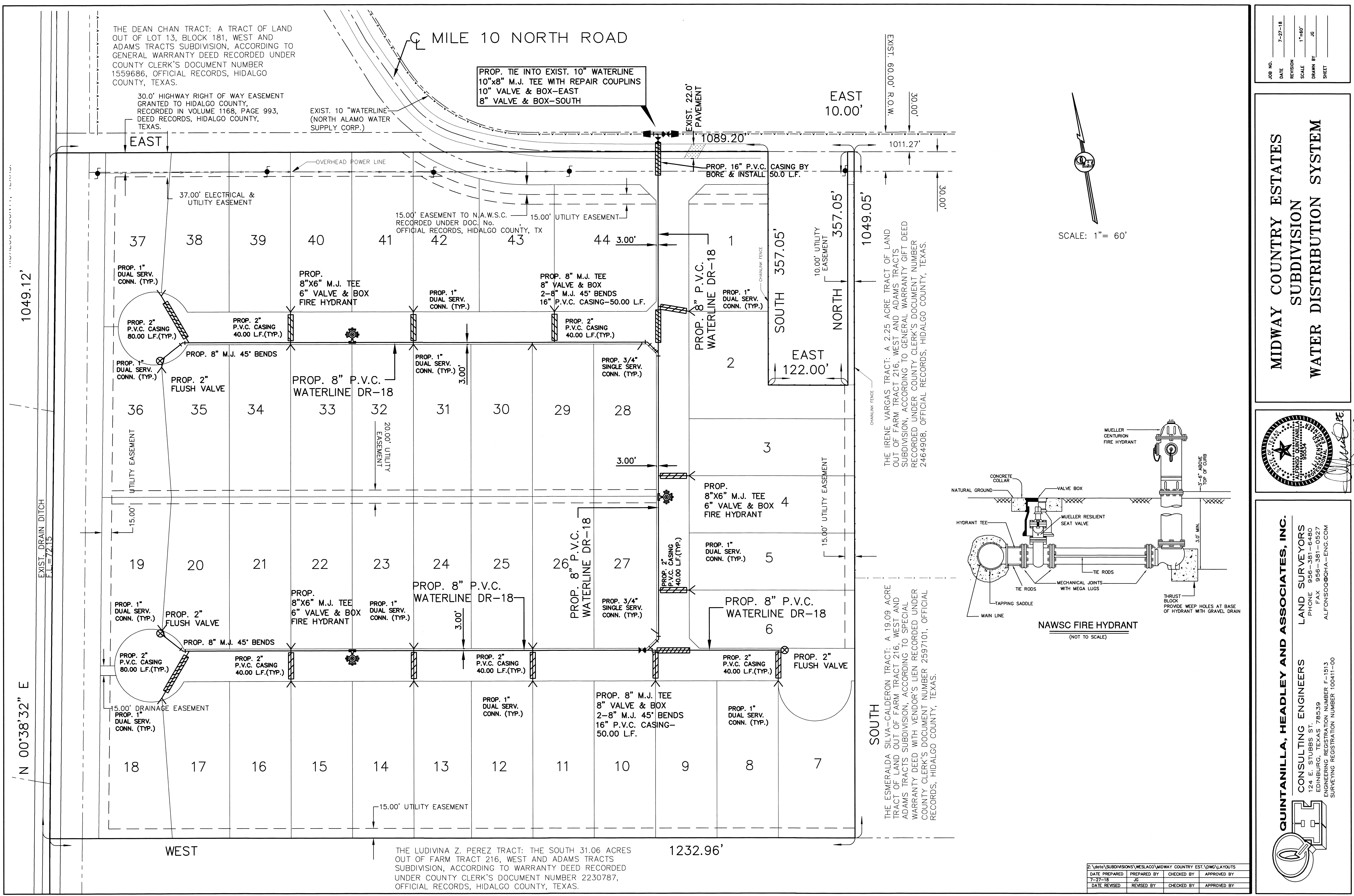
INSTRUMENT NUMBER _____

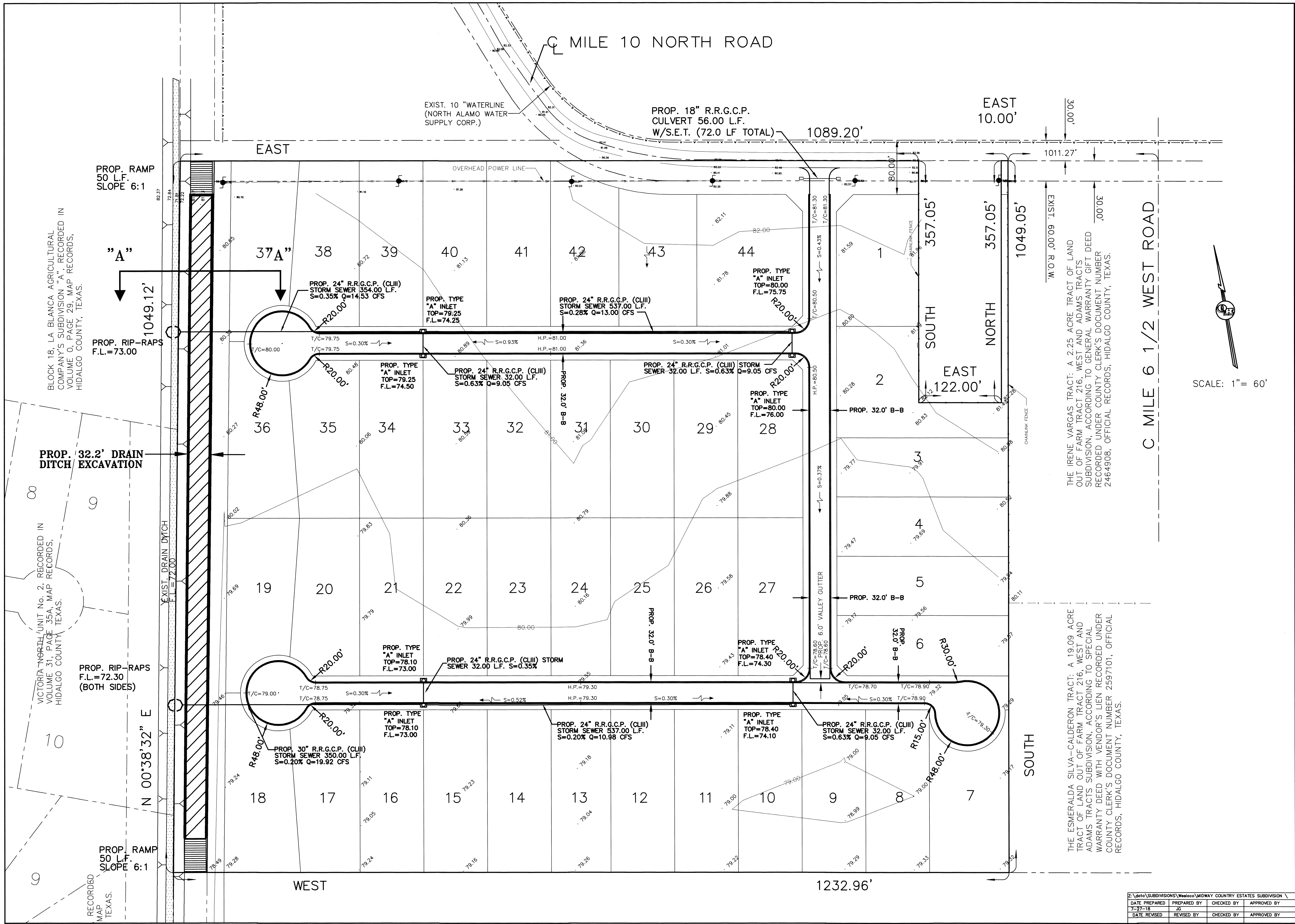
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

DATE OF PREPARATION: JULY 27, 2018

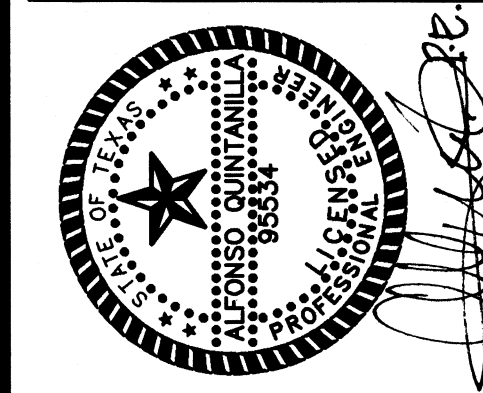
SHEET No. 1 OF 3 SHEETS	FILENAME: F:\DATA\SUBDIVISIONS\WESLACO\MIDWAY COUNTRY ESTATES\PLAT
JULY 27, 2018	DATE PREPARED
DATE REWISD	REWISD BY
	CHECKED BY
	APPROVED BY





JOB NO.	DATE	REVISION	SCALE	DRAWN BY	SHEET

MIDWAY COUNTRY ESTATES
SUBDIVISION
PAVING AND DRAINAGE LAYOUT



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

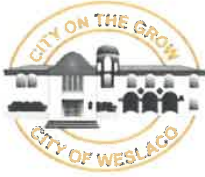
LAND SURVEYORS
PHONE 956-381-8480
FAX 956-381-0527
OFFICE@HAENGINEERING.COM

Z:\data\SUBDIVISIONS\Weslaco\MIDWAY COUNTRY ESTATES SUBDIVISION			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
7-27-18	JG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2258	
From: Joe Pedraza			
Subject: Discussion and consideration to approve the Final Plat for Midway Villas Subdivision—being a 4.613 acres out of Re- Subdivision of Farm Tract 154, Blk 179, West Tract Subdivision, Weslaco, Hidalgo County, Texas located Approximately 500 ft. North of W Expy 83W and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The proposed two (2) lot subdivision is inside the City of Weslaco city limits. This subdivision is being serviced with water by the North Alamo Water Supply through an 8" waterline and sewer by the City of Weslaco services 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			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): Planning & Zoning Commission recommended approval of the final plat on February 14, 2019 with the condition that the proposed forcemain be relocated to the utility easement located along the north side of the property.			
Aida Vega		Created/Initiated	
Rebekah De La Fuente		Approved	
Joe Pedraza		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Midway Villas- Attachements, Mid Villas- Final Plat			
Responsibilities upon Approval: Staff will advise applicant.			



SUBDIVISION PLATTING APPLICATION

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

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

FILE NO. _____

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: MIDWAY VILLAS

Location: West side of Mile 3 1/2 West, approximately 325 ft. south of U.S. Expswy 83

Legal Description: Being a resubdivision of 4.613 acres o/o Farm Tract 154, Blk. 179
West Tract Subdivision

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-2

Existing Land Use: OPEN Proposed Land Use: MULTI-FAMILY

Number of Lots Proposed: 1 Gross Acreage: 4.613

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: ROSA MARIA VALDEZ Telephone: c/o 381-0981

Address: 3301 S. AIRPORT DR. Fax: c/o 381-1839

City: Weslaco State: TX Zip: 78596 E-mail: c/o mario@meldenandhunt.com

ENGINEER INFORMATION

Name: Melden & Hunt, Inc. c/o Mario A. Reyna Telephone: 381-0981

Address: 115 W. McIntyre Street Fax: 381-1839

City: Edinburg State: TX Zip: 78541 E-mail: mario@meldenandhunt.com

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☐ YES ☐ NO Water Provision: NORTH ALAMO WATER SUPPLY CORPORATION

☐ YES ☐ NO Wastewater Provision: CITY OF WESLACO

☒ YES ☐ NO Electric Company: MVEC

☒ YES ☐ NO Phone Utility Frontier Communication

☐ 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 mbhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov

\$350.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

x \$350.00 (one time fee for preliminary and final plat)

x One 11" X 17" reduced copy of plat

x Plat Layout

x Existing & Proposed Easements

x Existing & Proposed ROW

x Existing & Proposed Drainage Easements

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

- ☒ Contours
- ☒ Flood Zones
- ☒ Adjoiners
- ☐ Existing & Proposed street names
- ☒ Utility Layout
 - ☒ Existing & Proposed Utilities
 - ☒ Proposed Fire Hydrants
 - ☒ Adjoiners
 - ☐ Street names
- ☒ Drainage plans and calculations with engineer's seal
 - ☒ Elevations
 - ☒ Flood directional arrows
 - ☒ Detention areas
 - ☒ Street names
- ☒ Proof of ownership of the property
- ☐ If septic tank system required, submit soil evaluation report
- ☐ Water Rights associated with the property
- ☐ Tax Receipt for all taxing entities showing that taxes are paid in full
- ☐ Number of fire hydrants proposed for subdivision
- ☐ Trip Generation Worksheet

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

- ☐ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy with all corrections
- ☐ Plats to be sealed by Professional Engineer
- ☐ Approved Drainage Report
- ☐ Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- ☐ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- ☐ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- ☐ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- ☐ Notice of Intent
- ☐ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- ☐ Electronic file of final plat and as-builds
- ☐ Reproducible plat to be recorded with all required signatures
- ☐ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- ☐ 2% inspection fee
- ☐ Park Fees
- ☐ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- ☐ Tax certificates
- ☐ Memo from engineering inspector releasing subdivision
- ☐ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- ☐ 30 Year Water and 30 Year Sewer Service Agreements
- ☐ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: _____

Owner Signature: _____ Date: _____

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 1/17/19

Authorized Agent Printed Name: Mario A. Reyna for Melden & Hunt, Inc.

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: _____

OWNER'S AUTHORIZATION

I, **ROSA MARIA VALDEZ**, hereby authorize Mario A. Reyna, P.E., Project Engineer and Fred Kurth, P.E., President of Melden and Hunt, Inc. to sign all subdivision application(s) and related paperwork unto the City of Weslaco for the proposed multi-family residential development described as 4.613 +/- acres out of FARM TRACT 154, BLOCK 179 WEST TRACT SUBDIVISION LLANO GRANDE GRANT Volume 2, Pages 34-37, H.C.M.R., City of Weslaco, Hidalgo County, Texas.

BY: 

ROSA MARIA VALDEZ, OWNER

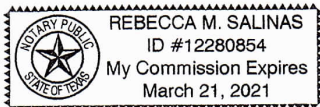
(ACKNOWLEDGEMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

Before me, the undersigned authority on this day personally appeared **ROSA MARIA VALDEZ** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration herein stated.

Given under my hand and seal of office, this 12TH day of SEPTEMBER, 2018.




Notary Public, State of Texas

General Office

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

E-Mail
hccid9general@hccid9.org



RANDALL WINSTON P.E.
General Manager

JUDY BEALL
Tax Assessor-Collector

P O Box 237 Mercedes, Texas 78570

Feb. 13th, 2019

Mr. Mario Reyna, P.E.
Vice President
Melden and Hunt, Inc.
115 West McIntyre
Edinburg, Texas 78541

Re: Weslaco Villas Off-Site Easement for Storm Sewer

Mr. Reyna:

Please let this letter serve as official notification that at the Board meeting of 2/5/2019, your item, being Item 6, was approved subject to the following:

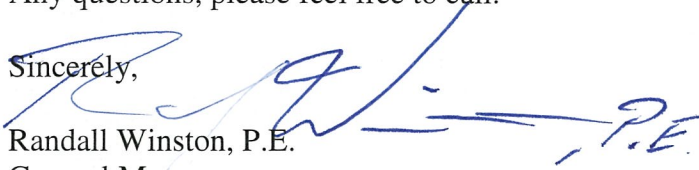
1. Recording of the easement document
2. Easement will be exclusive to the City of Weslaco and only for the Storm Sewer Line
3. Maintenance of the storm sewer line by the City of Weslaco
4. Receipt of payment for the easement.

I am Cc'ing Ms. Rebekah De La Fuente, Planning with the City of Weslaco, Mr. Jose Reyes, P.E. and Mr. Matt Jones, Board Attorney so they may know that it has been approved.

We understand payment has been made and will be sent to Mr. Matt Jones, who will finalize the document for execution by the District and by the City of Weslaco.

Any questions, please feel free to call.

Sincerely,


Randall Winston, P.E.
General Manager
Hidalgo & Cameron Counties
Irrigation District #9

P.O. Box 237
Mercedes, Texas 78570
(956)565-2411

Randall@hccid9.org

Cc: Ms. Rebekah De La Fuente – City of Weslaco Planning
Mr. Jose Reyes, P.E. SWG Engineering LLC
Mr. Matt Jones, Board Attorney, JGKL

w/Encl: Plat of Esmt, M&B of Esmt

LOT 2, BLOCK 179

N 88° 47' 37" E
15.00'

S 88° 47' 37" W
80.05'

P.O.C.
N.E. COR.
LOT 7
BLOCK 179

P.O.B.

N
H
M
BEARING BASIS AS PER TEXAS
COORDINATE SYSTEM OF 1983, TEXAS SOUTH
SCALE: 1"=100'

LOT 7, BLOCK 179

N 01° 12' 32" W 819.51'

S 01° 12' 32" E 823.48'

HIDALGO AND CAMERON COUNTIES WATER
CONTROL AND IMPROVEMENT DISTRICT NO. 9
VOLUME 314, PAGE 62, H.C.D.R. (SEE PAGE 116)

LEGEND

- FOUND No. 4 REBAR
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- N.E. COR. - NORTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- VOL. - VOLUME
- PG. - PAGE
- LOT LINE
- SAME OWNER

**PLAT SHOWING
PROPOSED 15.0-FOOT
DRAINAGE EASEMENT
BEING 0.486 OF ONE ACRE OUT
OF LOTS 7 AND 10, BLOCK 179,
WEST TRACT SUBDIVISION
LLANO GRANDE GRANT
VOLUME 2, PAGES 34-37, H.C.M.R.
CITY OF WESLACO
HIDALGO COUNTY, TEXAS**



I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF AN EASEMENT SURVEY MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION AND WAS NOT INTENDED TO SHOW ANY IMPROVEMENTS AND ALL EASEMENTS.

Fred L. Kurth 1-22-19
FRED L. KURTH, RPLS No. 4750 DATE:

N 28° 07' 28" E
17.21'
10.0' UTILITY EASEMENT
SUNFLOWER SUBDIVISION
VOL. 29, PG. 157, H.C.M.R.

N: 16589345.118
E: 1143306.696

S 88° 47' 28" W
807.87'

S 28° 07' 28" W
8.74'
S 88° 47' 28" W
17.21'

LOT 10, BLOCK 179

- NOTES:
1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
 2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
 3. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

227 N. F.M. 3167
RIO GRANDE CITY, TX 78162
PH: (956) 487-8256
FAX: (956) 488-8591

PAGE: 2 OF 2
BOOK: T-1053, PG. 19
DATE: 01/22/2019
JOB No. 18034.17
FILE NAME: 18034.17 Irrig. Easement
DRAWN BY: J.L.G.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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2/21

January 22, 2019

**METES AND BOUNDS DESCRIPTION
0.486 OF ONE ACRE
OUT OF LOTS 7 AND 10, BLOCK 179,
WEST TRACT SUBDIVISION
LLANO GRANDE GRANT
CITY OF WESLACO,
HIDALGO COUNTY, TEXAS**

PROPOSED 15.0-FOOT DRAINAGE EASEMENT

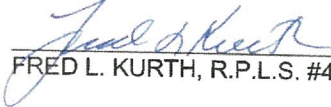
A tract of land containing 0.486 of one acre situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of Lots 7 and 10, Block 179, West Tract Subdivision Llano Grande Grant, according to the plat thereof recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, which said 0.486-acre tract is out of a certain tract conveyed to Hidalgo and Cameron Counties Water Control and Improvement District No. 9, by virtue of a Deed recorded in Volume 314, Page 62, Hidalgo County Deed Records, said 0.486 of one acre also being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 7, Block 179;

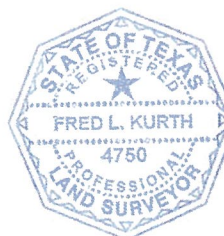
THENCE, S 88° 47' 37" W along the North line of said Lot 7, a distance of 80.05 feet to the Northeast corner and POINT OF BEGINNING of this herein described tract;

1. THENCE, S 01° 12' 32" E a distance of 823.48 feet to an outside corner of this tract;
2. THENCE, S 28° 26' 28" W at a distance of 571.43 feet pass the South line of said Lot 7 and the North line of said Lot 10, continuing a total distance of 579.93 feet to an angle point of this tract;
3. THENCE, S 28° 07' 28" W a distance of 8.74 feet to the Southeast corner of this tract;
4. THENCE, S 88° 47' 28" W a distance of 17.21 feet to the East line of Sunflower Subdivision, according to the plat thereof recorded in Volume 29, Page 157, Hidalgo County Map Records, {from which a No. 4 rebar found [Northing: 16589345.118, Easting: 1143306.698] bears S 28° 07' 28" W a distance of 630.21 feet and S 88° 47' 28" W a distance of 607.87 feet} for the Southwest corner of this tract;
5. THENCE, N 28° 07' 28" E along the East line of said Sunflower Subdivision, a distance of 17.21 feet to the Northeast corner of said Sunflower Subdivision and the South line of said Lot 7 and the North line of said Lot 10, for an angle point of this tract;
6. THENCE, N 28° 26' 28" E a distance of 576.00 feet to an inside corner of this tract;
7. THENCE, N 01° 12' 32" W a distance of 819.51 feet to the North line of said Lot 7, for the Northwest corner of this tract;
8. THENCE, N 88° 47' 37" E along the North line of said Lot 7, a distance of 15.00 feet to the POINT OF BEGINNING and containing 0.486 of one acre of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 01/30/2018 UNDER MY DIRECTION AND SUPERVISION.


FRED L. KURTH, R.P.L.S. #4750

1-22-19
DATE:



2/15/19

Rebekah M. De La Fuente

From: Zenaida Guerrero
Sent: Monday, February 4, 2019 1:08 PM
To: Rebekah M. De La Fuente
Subject: FW: Midway Villas - Lift Station

From: Jose Reyes <jreyes@siglerwinstongreenwood.com>
Sent: Monday, February 04, 2019 1:04 PM
To: Zenaida Guerrero <zguerrero@weslacotx.gov>
Subject: RE: Midway Villas - Lift Station

Good afternoon Zenadia

Yes, I do concur with the information on this letter.

Thank you
Jose

José G. Reyes, P.E.
Senior Staff Engineer

***Sigler, Winston, Greenwood & Associates
SWG Engineering, LLC***

611 Bill Summers Intl. Blvd.
Weslaco, Texas 78596
Ph (956) 968-2194
Fax (956) 968-8300
Firm Registration No. F-592
jreyes@siglerwinstongreenwood.com

From: Zenaida Guerrero [<mailto:zguerrero@weslacotx.gov>]
Sent: Monday, February 4, 2019 12:55 PM
To: Jose Reyes <jreyes@siglerwinstongreenwood.com>
Subject: RE: Midway Villas - Lift Station

Yes Jose, Thank you. Is this letter approved by you?

From: Jose Reyes <jreyes@siglerwinstongreenwood.com>
Sent: Friday, February 01, 2019 4:15 PM
To: Zenaida Guerrero <zguerrero@weslacotx.gov>
Subject: FW: Midway Villas - Lift Station

Zenaida

As per your request.

Thank you
Jose

José G. Reyes, P.E.
Senior Staff Engineer

Sigler, Winston, Greenwood & Associates
SWG Engineering, LLC

611 Bill Summers Intl. Blvd.
Weslaco, Texas 78596
Ph (956) 968-2194
Fax (956) 968-8300
Firm Registration No. F-592
jreyes@siglerwinstongreenwood.com

From: Lydia Flores [<mailto:Lydia@meldenandhunt.com>]
Sent: Tuesday, January 22, 2019 4:10 PM
To: Jose Reyes <jreyes@siglerwinstongreenwood.com>
Cc: Rebekah M. De La Fuente <rde lafuente@weslacotx.gov>; Mario Reyna <Mario@meldenandhunt.com>
Subject: Midway Villas - Lift Station

Good afternoon –

Attached is the response letter on the lift station calculations for your information and files. Mario will is still pending the letter from Randy and hopes to have that very soon.

Should you need anything else, please feel free to call us.

Best,



Lydia Flores
Administrative Assistant
Subdivision Development
Melden & Hunt, Inc.
115 West McIntyre
Edinburg, Texas 78541

Office: (956) 381-0981 Fax: (956) 381-1839

Email: lydia@meldenandhunt.com

Website: www.meldenandhunt.com

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TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA

January 22, 2019

Sigler, Winston, Greenwood & Assoc., LLC.

Attn: Mr. Jose G. Reyes, P.E.

611 Bill Summers Intl Blvd

Weslaco, TX 78596

jreyes@siglerwinstongreenwood.com

RE: Midway Villas – Response on Lift Station Calculations

Dear Mr. Reyes:

In response to your letter dated January 11, 2019, we offer the following response:

The proposed forcemain was oversized for the future growth of the lift station service area. Any added volume to the lift station would put the proposed 6- inch forcemain within the requirements of the TCEQ.

If you have any questions and/or want to discuss further, please feel free to call us at 381-0981.

Respectfully,

Mario A. Reyna, P.E.
Vice-President

Cc: Rebekah De La Fuente, City of Weslaco Senior Planner

WESLACO FIRE MARSHAL'S OFFICE
255 S. Kansas
Weslaco, Texas 78596
(956) 447-3415 Fax (956) 969-4921

DATE: 11/15/18 OCCUPANCY CLASS: Subdivision
FACILITY NAME: Midway Villas Subdivision
PHYSICAL & MAILING ADDRESS: Mile 6 ½ West by West I-2
PHONE #: _____ OWNER/MANAGER: _____

PLAN REVIEW – CHECK OFF LIST

X	Approved as submitted	X	with notes
	A	Illuminated exit signs and emergency lighting shall be combination with 90-minute battery pack back-up.	
	B	All restrooms shall have emergency lighting with 90-minute battery pack back-up.	
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 75' intervals, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2015 Edition, Section 906.	
	D	Shall have fire alarm company submit plans for proposed fire alarm.	
	E	Shall have fire alarm system installed in accordance with the latest editions of NFPA 70 & 72, by a licensed agency and monitored 24/7 by an outside agency. Shall call our office 24 hours in advance for trip test. NFPA 101, Life Safety Code, 2015 Edition	
	F	Shall have fire alarm system tied into the sprinkler system to monitor flow and tamper switches. Shall also be tied into the suppression system for the kitchen hood. NFPA 101, Life Safety Code, 2015 Edition.	
	G	Shall have automatic sprinkler system installed by a licensed agency and in accordance with the latest edition of NFPA 13. Sprinkler company shall submit plans to our office and ISO for review. Shall contact our office 24 hours in advance for underground & aboveground hydrostatic tests. IFC, 2015 Edition, Section 903 & 912 and latest edition of NFPA 13. No ceiling shall be in place until aboveground hydrostatic test has been approved.	
	H	If cooking that releases grease latent vapors, shall provide hood suppression system installed by a licensed agency; hood shall vent to exterior of building. NFPA 96, Latest edition. An approved method shall be provided that will ensure that the appliance(s) is returned to an approved design location, NFPA 96, Section 12.1.2.3.1 Shall call our office 24 hours in advance for trip test. IFC, 2015 Edition, Section 904.	
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2015 Edition, Section 904.11.5	
X	J	Shall have fire hydrant within 400'. Shall have 4 ½" outlet facing the street with 18" to 24" clearance from bottom of outlet to grade level for hydrant wrench. Hydrants shall be marked on the streets with reflective blue marker to show location of hydrants. Hydrants shall have 3' clearance from any fences, poles, brush, etc. Plans comply	
	K	Fire department connection shall be free-standing, away from the building, minimum 1 ½ times the building height, out of the collapse zone, and within 100' of a fire hydrant. FDC shall be protected from impact with 4" diameter concrete filled bollards, cemented 4' into the ground with 3' above ground. Shall be spaced 3' apart. Shall have a reflective sign indicating "FDC" with 6" high letters, ½" wide. IFC, 2015 Edition, Section 903.3.7 and all of section 912, IFC, 2015 Edition, and latest edition of NFPA 13. The FDC connection shall be the 5-inch storz with a 30 to 40-degree downward deflection angle adapter. Tamper protection for backflow preventer shall be of an approved type and approved by Authority Having Jurisdiction.	
	L	Access roads shall be 26' minimum with hydrant unobstructed, 20' without hydrant unobstructed. All weather surface road that supports the imposed loads of fire apparatus shall be in place (concrete or asphalt).	
	M	Fire apparatus access road shall comply with IFC 2015 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)	
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2015 Edition, Section 404.	
	O	Shall maintain a clear path for means of egress in the following areas:	
	P	Shall have all exit doors open in the direction of egress travel. If equipped with a locking device, it shall be of an approved type.	
	Q	Every room or space that is an Assembly occupancy shall have the occupant load posted in a conspicuous place.	
	R	Shall maintain 44" clearance between aisles.	
	S	All access gates to property shall have specs submitted to our office. Shall maintain a 20' clearance or 12' on each side of an island, if present, prior to installation of gate. Shall provide Knox Box Gate Entry System if the gate is automated. Chained gates shall have a Knox padlock in place. If the gate system is automated, all gates in the system shall open automatically.	
	T	Shall post address in front of building plainly visible from the street with 6" x ½" stroke letters or numbers.	
	U	Shall have Knox Box, 3200 Series, with hinged door, installed for fire department access. www.KnoxBox.com	
	V	Shall have Knox FDC 5-inch Storz Caps in place. www.KnoxBox.com	
	W	Shall have an exterior door to Riser Room. Shall label Riser Room with a white reflective sign to read "Riser Room" with 6" x ¾" stroke red letters.	
	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x ¾" stroke to read "No Parking Fire Lane" spaced every 10 to 12 feet.	
X	Y	Shall submit a complete set of plans for construction to my office for further requirements. Construction, Fire Sprinkler, Fire Alarm, etc.	
	Z	Shall pay appropriate fees for the following:	Plan review
		Sprinkler system plan review	Fire alarm plan review
		Aboveground hydro test	Fire alarm trip test
		Underground hydro test	Suppression system trip test

Asst. Fire Marshal Mike Swinnea
FIRE MARSHAL/FIRE INSPECTOR

FIRM NAME: MELDEN & HUNT, INC. – #F1435

TITLE: MIDWAY VILLAS SUBDIVISION

PREPARED BY: MARIO A. REYNA

DATE: November 16, 2018

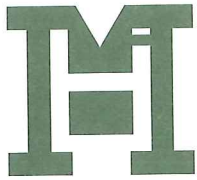
Revised: December 20, 2018



MS
12-20-18

INDEX

- 1. Drainage Statement**
- 2. Drainage Calculations**
- 3. “C” Values for Rational Method**
- 4. Weighted C Calculation**
- 5. Weighted C Exhibit**
- 6. Location Map**
- 7. Subdivision Plat**
- 8. Drainage Layout**
- 9. Off-Site Drainage Layout**
- 10. USGS Topographical Map**
- 11. Rainfall Intensity Table**
- 12. Street Velocities & Capacities Flowing Curb Full Table**
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- 14. USDA Soils Legend & Description**
- 15. FEMA FIRM with site location**



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA

DRAINAGE STATEMENT MIDWAY VILLAS SUBDIVISION

Project No.: 18034.00 Date: November 16, 2018

Revised: December 20, 2018

MIDWAY VILLAS SUBDIVISION a Resubdivision of 4.613 acres situated in the City of Weslaco, Hidalgo County, Texas, being a part or portion out of farm tract 154, block 179, west tract subdivision Llano Grande Grant, according to the plat thereof recorded in volume 2, pages 34-37, hidalgo county map records. The property is located along the East side of Mile 6 1/2 West and approximately 380 feet north of U.S. Expressway 83. This property is currently open grass land with a proposed 1 Multy family lot within the city limits of Weslaco. This property is located in Zone "X" unshaded in FEMA's Flood Insurance Rate Map, Community Panel No. 480334 0450 C, Map Revised June 6, 2000. Zone "X" unshaded is an "area determined to be outside 500-floodplain".

The soils are Hidalgo sandy clay loam (28) and Willacy fine sandy loam (70), which are in Hydrologic Group "B" respectively. Soil Group "B" is moderately pervious with a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing runoff is by surface flow in a northeasterly direction and has a runoff of 1.59 c.f.s. during the 10-year storm frequency as per the attached calculations. Proposed runoff after development is 12.39 c.f.s., during the 50-year storm frequency, per the attached calculation, which is an increase of 10.80 c.f.s.

The proposed drainage for **MIDWAY VILLAS SUBDIVISION** consists of surface runoff from the buildings onto the parking lot and green areas. The runoff shall be directed into type "A" Inlets at key points which will then discharge into a proposed detention pond located on the east side of the subdivision. A 24" storm pipe shall discharge into an existing city of Weslaco Drain Ditch, Located approximately 2,200 feet north of the site. The proposed storm system shall flow east discharging into the Weslaco Drain Ditch 18C which belongs to City of Weslaco flowing north ultimately discharging into the Weslaco North Lateral.

In accordance with the City of Weslaco drainage policy, the peak rate of runoff in the subdivision will not be increased during the 50-year rainfall event due to the improvements in this subdivision. Therefore, as per attached calculations, 33,754 cubic feet of detention will be provided by widening of the City of Weslaco ditch located along the west side of this subdivision.

- ☐ REJECTED
- ☒ APPROVED FOR SUBMITTAL
 - ☐ TO H.C. PLANNING DEPT.
 - ☒ TO CITY
- ☐ DISCHARGE PERMIT REQUIRED
 - ☐ DISTRICT FACILITY
 - ☐ CITY FACILITY
 - ☐ OTHER



By:

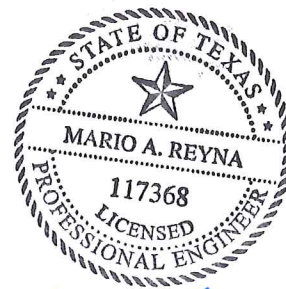
Mario A. Reyna, P.E.,

Date



H.C.D.D. NO. 1119 W. McINTYRE • EDINBURG, TEXAS 78541

OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com



H.C.D.D. No. 1 "c" values for Rational Method	
Type of Drainage Area	Runoff Coefficient "c"
Residential	
Single Family (Lots less than 1/4 acre)	0.35
Single Family (Lots 1/4 to 1/2 acre)	0.3
Single Family (Lots greater than 1/2 acre)	0.25
Multi-Family (Less than 20 DU / AC)	0.45
Multi-Family (Greater than 20 DU / AC)	0.55
Business Districts:	0.7
Industrial	
Light areas	0.5
Heavy areas	0.6
Railroad yard areas	0.2
Parks, cemeteries	0.1
Unimproved Areas	
Bare Surface	0.3
Grassland	0.25
Cultivated	0.2
Woodlands	0.15
Streets	
Asphalt	0.7
Concrete	0.75
Drives and walks	0.75

$$C_w = (C_1A_1 + C_2A_2 + C_3A_3 + \dots + C_nA_n) / A_{\text{total}}$$

C_w = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

Weighted "c" value				
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	0.00	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)	0.75	37242	0.855	0.641
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	0.15	75692.28	1.738	0.261
Grassland	0.25	0	0.000	0.000
Cultivated	0.2	0	0.000	0.000
Woodlands	0.15	0	0.000	0.000
Streets				
Asphalt	0.7	0	0.000	0.000
Concrete	0.9	78228	1.796	1.616
Drives and walks	0.9	9780	0.225	0.202
Total:		200,942	4.613	2.720
Weighted "c":			0.590	

$$C_W = (C_1A_1 + C_2A_2 + C_3A_3 + \dots C_nA_n) / A_{\text{total}}$$

C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)

$$C_W = (C_1A_1 + C_2A_2 + C_3A_3 + \dots C_nA_n) / A_{\text{total}}$$

C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

A_{total} = Total Area (acres)

PROPOSED SITE

N
M
SCALE: 1" = 100'

P.O.B.
P.O.C.
S.W. COR.
SUNFLOWER
SUBDIVISION

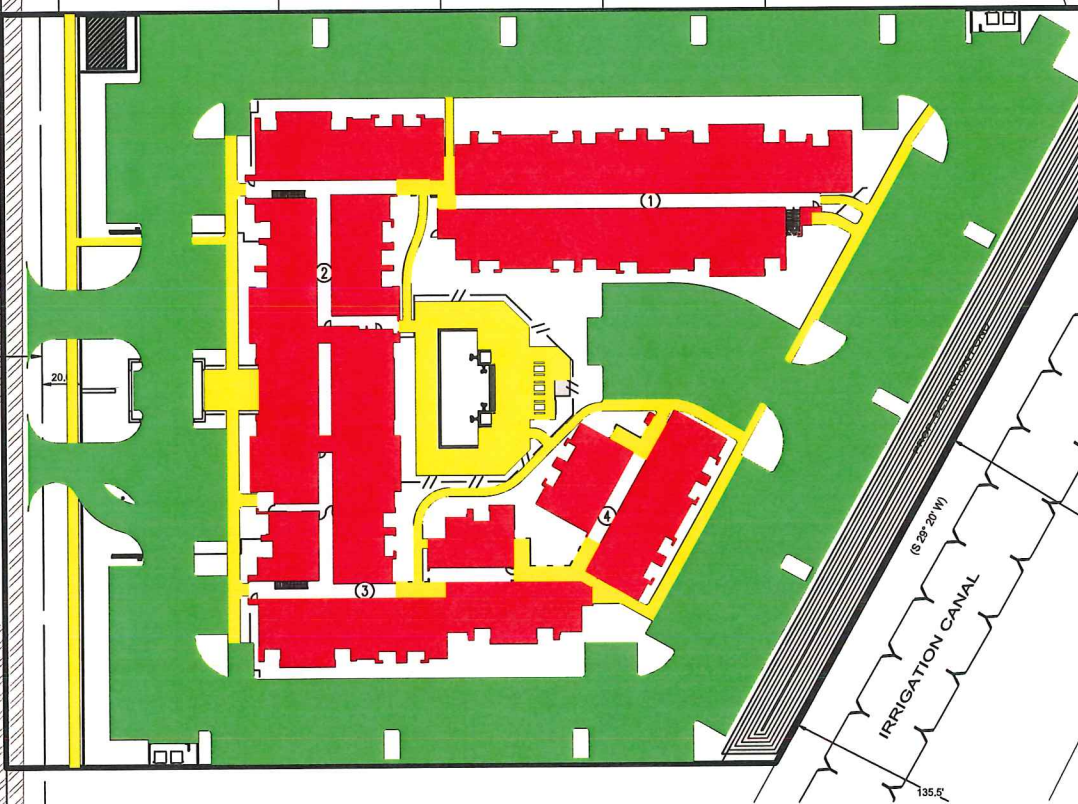
EXISTING
R.O.W.

15' N.A.

W
W

20.0'
(NORTH)

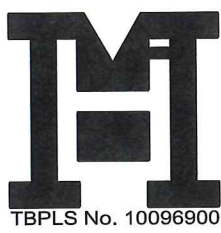
EXISTING R.O.W.



- Roofs:
- Drives:
- Walks:

Weighted C Calculation

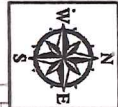
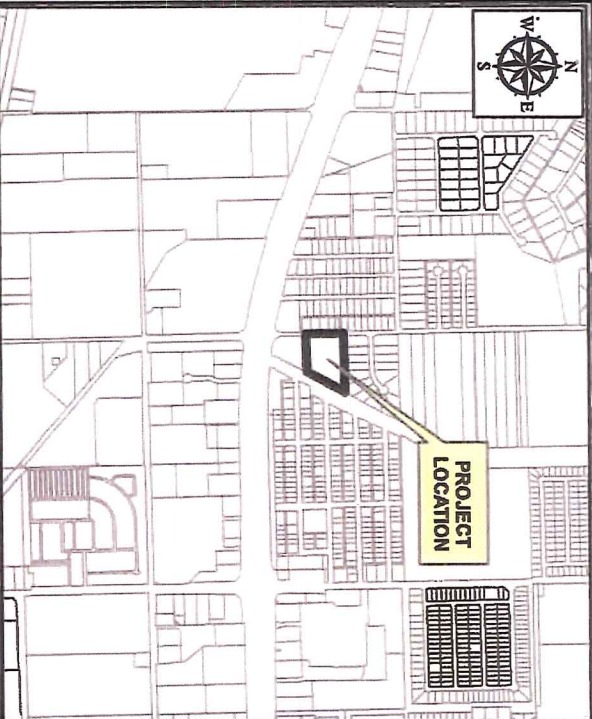
Land Use:	"c" value:	Square Footage	Acreage	partial "c"
Heavy soil, flat, 2%:	0.15	75,692	1.738	0.261
Roofs:	0.75	37,242	0.855	0.641
Concrete Street:	0.90	78,228	1.796	1.616
Drives & Walks:	0.90	9,780	0.225	0.202
Total:		200,942	4.613	2.720
Weighted "c":			0.590	



TBPLS No. 10096900

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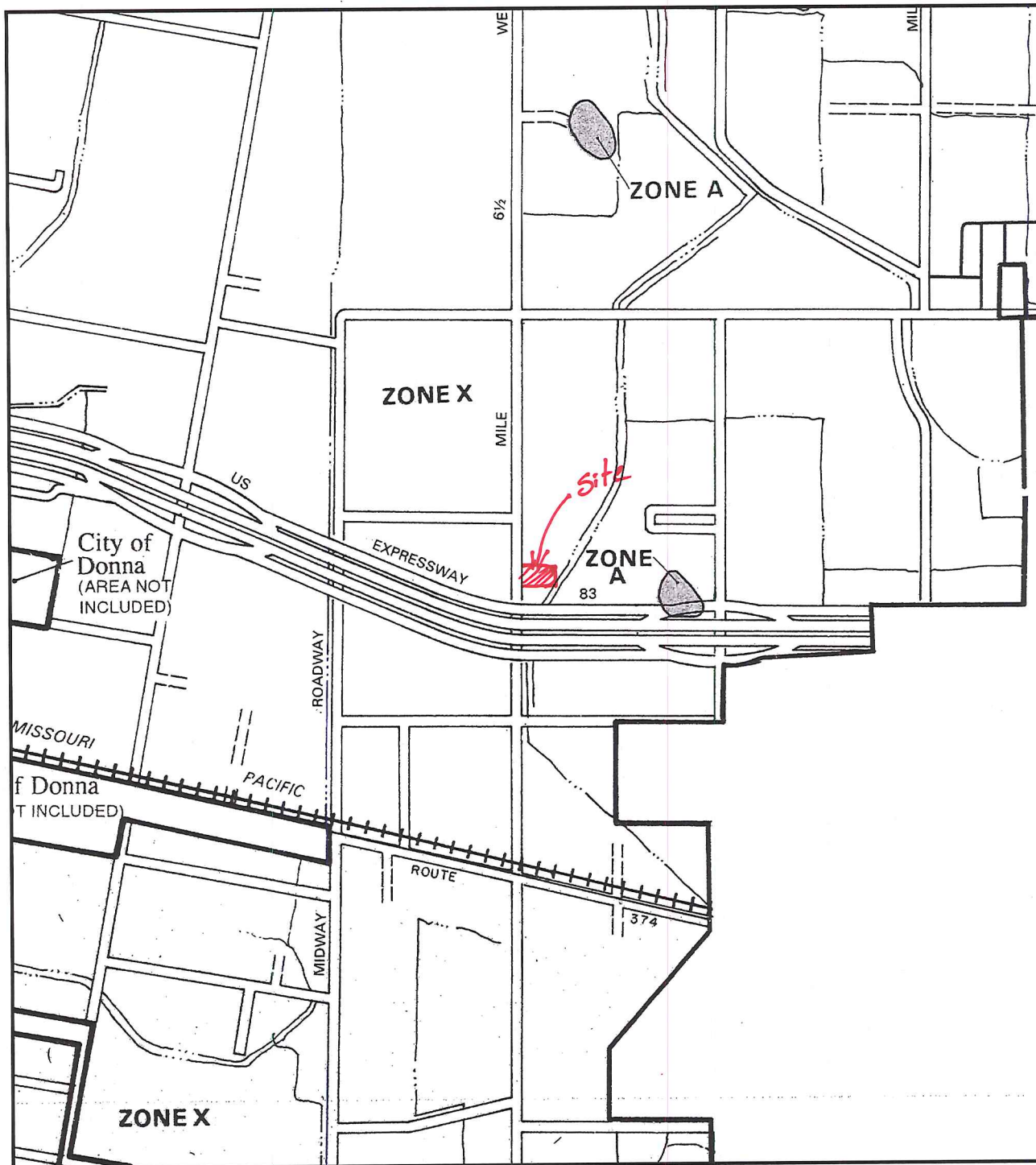
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



MIDWAY VILLAS APARTMENTS **WESLACO, TEXAS** **LOCATION MAP**

H&L
Heiden & Hunt Inc.

DATE: 01/11/2011
 TIME: 10:00 AM
 PROJECT: MIDWAY VILLAS APARTMENTS
 CLIENT: MIDWAY VILLAS APARTMENTS
 DRAWN BY: J. L. HUNT
 CHECKED BY: J. L. HUNT
 APPROVED BY: J. L. HUNT



OTHER AREAS

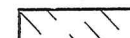
ZONE X

Areas determined to be outside 500-year flood plain.

ZONE D

Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS†



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:
JUNE 6, 2000



Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

HIDALGO COUNTY RAINFALL INTENSITY TABLES

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

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

1	12.626	14.283	16.353	17.386
2	11.721	13.281	15.215	16.210
3	10.950	12.426	14.244	15.204
4	10.286	11.687	13.405	14.333
5	9.706	11.042	12.671	13.570
6	9.194	10.472	12.023	12.895
7	8.740	9.966	11.447	12.294
8	8.334	9.512	10.930	11.755
9	7.968	9.103	10.464	11.268
10	7.636	8.732	10.042	10.825
11	7.334	8.394	9.656	10.421
12	7.058	8.084	9.303	10.051
13	6.804	7.799	8.978	9.710
14	6.569	7.536	8.678	9.395
15	6.353	7.293	8.400	9.102
16	6.151	7.067	8.142	8.831
17	5.964	6.856	7.902	8.577
18	5.789	6.659	7.677	8.340
19	5.625	6.475	7.466	8.117
20	5.472	6.302	7.268	7.908
21	5.327	6.139	7.082	7.711
22	5.191	5.985	6.906	7.525
23	5.062	5.840	6.740	7.349
24	4.941	5.703	6.583	7.183
25	4.825	5.572	6.434	7.025
26	4.716	5.449	6.293	6.875
27	4.612	5.331	6.158	6.732
28	4.513	5.220	6.030	6.596
29	4.419	5.113	5.908	6.467
30	4.329	5.011	5.792	6.343
31	4.244	4.914	5.680	6.224
32	4.161	4.821	5.574	6.111
33	4.083	4.732	5.472	6.002
34	4.008	4.646	5.374	5.897
35	3.935	4.564	5.280	5.797

TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

36	3.866	4.486	5.189	5.701
37	3.799	4.410	5.103	5.608
38	3.735	4.337	5.019	5.519
39	3.673	4.267	4.939	5.433
40	3.614	4.199	4.861	5.350
41	3.557	4.134	4.786	5.270
42	3.501	4.071	4.714	5.193
43	3.448	4.010	4.644	5.118
44	3.396	3.951	4.577	5.046
45	3.346	3.895	4.511	4.976
46	3.298	3.840	4.448	4.908
47	3.251	3.786	4.387	4.843
48	3.206	3.735	4.328	4.779
49	3.162	3.685	4.270	4.717
50	3.120	3.636	4.215	4.658
51	3.078	3.589	4.161	4.600
52	3.038	3.543	4.108	4.543
53	2.999	3.499	4.057	4.488
54	2.962	3.456	4.007	4.435
55	2.925	3.414	3.959	4.383
56	2.889	3.373	3.912	4.333
57	2.854	3.333	3.867	4.284
58	2.821	3.295	3.822	4.236
59	2.788	3.257	3.779	4.189
60	2.756	3.220	3.737	4.144
61	2.724	3.185	3.696	4.099
62	2.694	3.150	3.656	4.056
63	2.664	3.116	3.617	4.014
64	2.635	3.083	3.578	3.973
65	2.607	3.050	3.541	3.933
66	2.579	3.019	3.505	3.894
67	2.552	2.988	3.469	3.855
68	2.526	2.958	3.435	3.818
69	2.500	2.928	3.401	3.781
70	2.475	2.899	3.368	3.745

HIDALGO COUNTY RAINFALL INTENSITY TABLES (cont.)

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

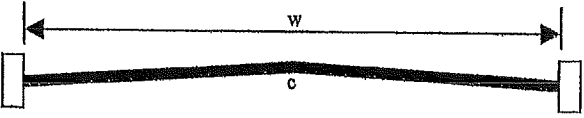
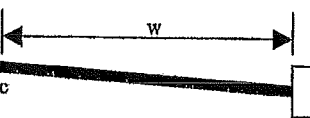
TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

71	2.451	2.871	3.335	3.710
72	2.427	2.844	3.303	3.676
73	2.403	2.817	3.272	3.642
74	2.380	2.790	3.242	3.610
75	2.358	2.765	3.212	3.577
76	2.336	2.739	3.183	3.546
77	2.314	2.715	3.155	3.515
78	2.293	2.690	3.127	3.485
79	2.272	2.667	3.099	3.455
80	2.252	2.643	3.073	3.426
81	2.232	2.620	3.046	3.398
82	2.213	2.598	3.020	3.370
83	2.193	2.576	2.995	3.342
84	2.175	2.555	2.970	3.315
85	2.156	2.533	2.946	3.289
86	2.138	2.513	2.922	3.263
87	2.121	2.492	2.899	3.238
88	2.103	2.472	2.876	3.213
89	2.086	2.453	2.853	3.188
90	2.069	2.434	2.831	3.164
91	2.053	2.415	2.809	3.140
92	2.037	2.396	2.788	3.117
93	2.021	2.378	2.767	3.094
94	2.005	2.360	2.746	3.072
95	1.990	2.342	2.726	3.050
96	1.975	2.325	2.706	3.028
97	1.960	2.308	2.686	3.007
98	1.946	2.291	2.667	2.986
99	1.931	2.275	2.648	2.965
100	1.917	2.258	2.629	2.944
101	1.904	2.242	2.610	2.924
102	1.890	2.227	2.592	2.905
103	1.876	2.211	2.574	2.885
104	1.863	2.196	2.557	2.866
105	1.850	2.181	2.540	2.847

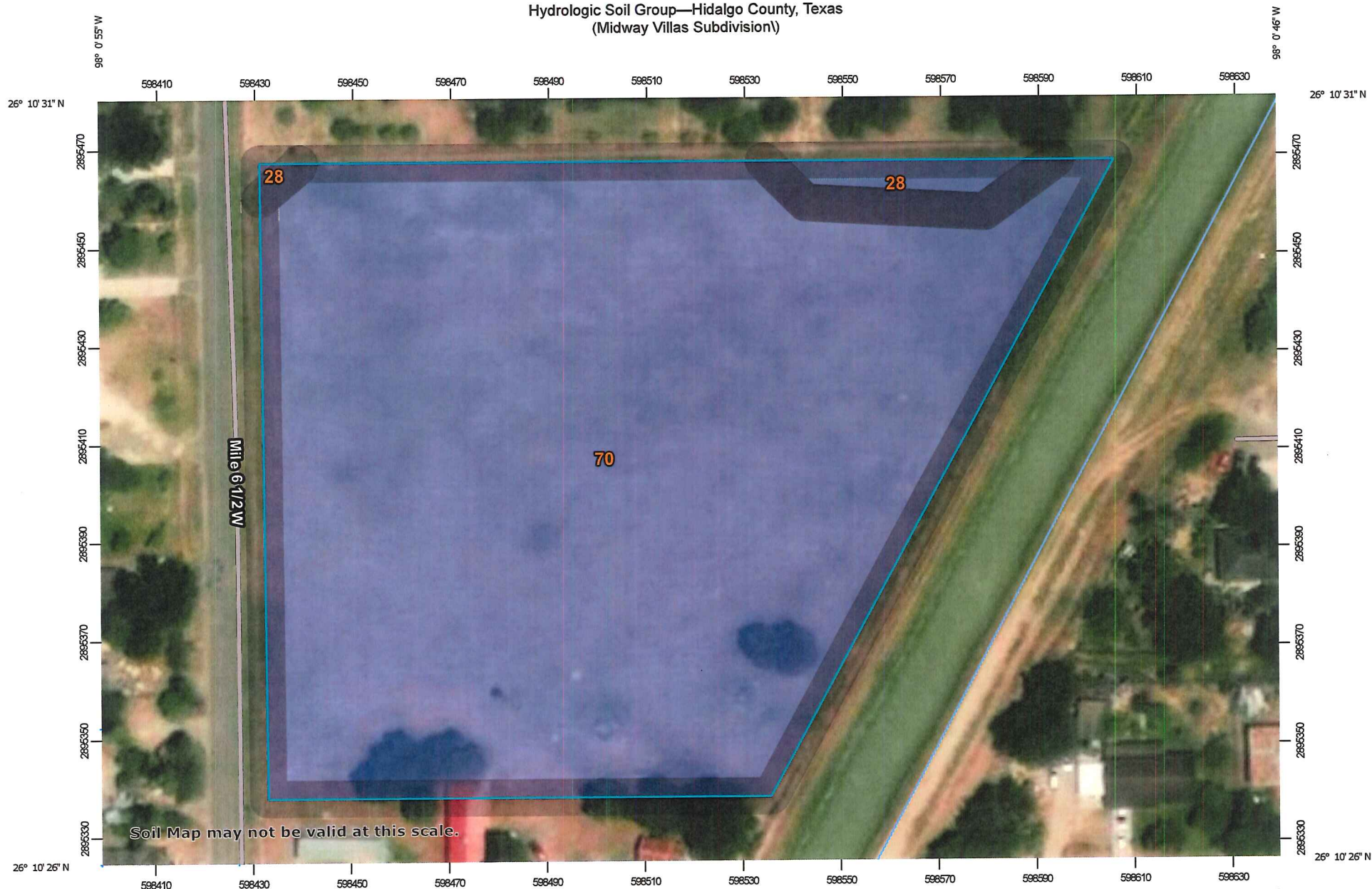
TIME	5 yr.	10 yr.	25 yr.	50 yr.
------	-------	--------	--------	--------

106	1.838	2.166	2.523	2.829
107	1.825	2.152	2.506	2.811
108	1.813	2.137	2.489	2.793
109	1.800	2.123	2.473	2.775
110	1.788	2.109	2.457	2.757
110	1.788	2.109	2.457	2.757
112	1.765	2.082	2.426	2.723
113	1.753	2.069	2.410	2.707
114	1.742	2.056	2.395	2.690
115	1.731	2.043	2.380	2.674
116	1.720	2.030	2.366	2.658
117	1.709	2.018	2.351	2.642
118	1.698	2.006	2.337	2.626
119	1.688	1.993	2.323	2.611
120	1.677	1.981	2.309	2.596
125	1.628	1.924	2.242	2.523
130	1.581	1.870	2.180	2.455
135	1.537	1.819	2.122	2.391
140	1.496	1.771	2.067	2.331
145	1.457	1.727	2.015	2.274
150	1.421	1.684	1.966	2.220
155	1.386	1.644	1.919	2.169
160	1.354	1.606	1.876	2.121
165	1.323	1.570	1.834	2.075
170	1.293	1.536	1.794	2.032
175	1.265	1.504	1.757	1.990
180	1.239	1.473	1.721	1.951
185	1.213	1.443	1.686	1.913
190	1.189	1.415	1.654	1.877
195	1.166	1.388	1.622	1.842
200	1.144	1.362	1.592	1.809
210	1.102	1.313	1.536	1.747
220	1.063	1.268	1.484	1.690
230	1.028	1.227	1.436	1.637
240	0.995	1.189	1.392	1.587

Appendix 3.0
Street Velocities and Capacities Flowing Curb Full
Manning's n = 0.018

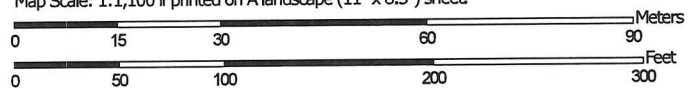
										
	Local Street		Local Street		Collector Street		Secondary Street (half-section)		Primary Street (half-section)	
	w = 30'		w = 40'		w = 44'		w = 24'			
Slope %	c = 4" wp = 31.16 A = 12.45 r = 0.40		c = 4" wp = 41.17 A = 16.67 r = 0.405		c = 5" wp = 45.17 A = 16.50 r = 0.365		c = 6" wp = 24.66 A = 7.92 r = 0.32		c = 9" wp = 28.52 A = 8.12 r = 0.28	
	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs	V ft/sec	Q cfs
0.10	1.42	17.68	1.43	23.81	1.33	22.01	1.22	9.66	1.12	9.09
0.15	1.74	21.66	1.74	29.17	1.63	26.96	1.50	11.88	1.37	11.12
0.20	2.00	24.90	2.02	33.68	1.89	31.13	1.73	13.70	1.58	12.83
0.25	2.24	27.89	2.26	37.66	2.11	34.80	1.93	15.29	1.77	14.37
0.30	2.46	30.63	2.47	41.25	2.31	38.13	2.12	16.79	1.94	15.75
0.35	2.65	32.99	2.67	44.56	2.50	41.18	2.29	18.14	2.09	16.97
0.40	2.84	35.36	2.86	47.64	2.67	44.02	2.44	19.32	2.24	18.19
0.45	3.01	37.47	3.03	50.53	2.83	46.69	2.59	20.51	2.37	19.24
0.50	3.17	39.47	3.19	53.26	2.98	49.22	2.73	21.62	2.50	20.30
0.55	3.32	41.33	3.35	55.86	3.13	51.62	2.87	22.73	2.62	21.27
0.60	3.47	43.20	3.50	58.34	3.27	53.92	2.99	23.68	2.74	22.25
0.65	3.61	44.94	3.64	60.72	3.40	56.12	3.12	24.71	2.86	23.14
0.70	3.75	46.62	3.78	63.02	3.53	58.24	3.23	25.58	2.96	24.04
0.75	3.88	48.31	3.91	66.23	3.65	60.28	3.35	26.53	3.06	24.85
0.80	4.01	49.92	4.04	67.37	3.77	62.26	3.46	27.40	3.16	25.66
0.85	4.13	51.42	4.17	69.44	3.89	64.17	3.56	28.20	3.26	26.47
0.90	4.25	52.91	4.29	71.45	4.00	66.03	3.67	29.07	3.35	27.20
0.95	4.37	54.41	4.40	73.41	4.11	67.84	3.77	29.86	3.44	27.93
1.00	4.48	55.78	4.52	75.31	4.22	69.61	3.86	30.57	3.53	28.66
1.50	5.49	68.35	5.53	92.25	5.17	85.25	4.73	37.46	4.33	35.16
2.00	6.34	78.93	6.39	106.52	5.97	98.44	5.46	43.24	5.00	40.60
2.50	7.09	88.27	7.14	119.09	6.67	110.06	6.11	48.39	5.59	45.39
3.00	7.76	96.61	7.83	130.46	7.31	120.56	6.69	52.98	6.12	49.59
3.50	8.39	104.46	8.45	140.91	7.89	130.22	7.23	57.26	6.61	53.67
4.00	8.97	111.68	9.04	150.64	8.44	139.21	7.73	61.22	7.07	57.41
4.50	9.51	118.40	9.58	159.78	8.95	147.66	8.20	64.94	7.50	60.90
5.00	10.02	124.75	10.10	168.42	9.43	155.65	8.64	68.43	7.90	64.15
5.50	10.51	130.85	10.60	176.64	9.89	163.24	9.06	71.76	8.29	67.31
6.00	10.98	136.70	11.07	184.49	10.33	170.50	9.46	74.92	8.65	70.24
6.50	11.43	143.30	11.52	192.03	10.76	177.46	9.85	78.01	9.01	73.16
7.00	11.86	147.66	11.95	199.28	11.16	184.16	10.22	80.94	9.35	75.92
7.50	12.28	152.89	12.37	206.27	11.55	190.63	10.58	83.79	9.68	78.60
8.00	12.68	157.85	12.78	213.04	11.93	196.88	10.93	86.57	9.99	81.12
8.50	13.07	162.72	13.17	219.59	12.30	202.94	11.26	89.18	10.30	83.64
9.00	13.45	167.45	13.55	225.96	12.66	208.82	11.59	91.79	10.60	86.07
9.50	13.82	172.06	13.93	232.15	13.00	214.54	11.91	94.33	10.89	88.43
10.00	14.18	176.54	14.29	238.18	13.34	220.12	12.22	96.78	11.17	90.70

Hydrologic Soil Group—Hidalgo County, Texas (Midway Villas Subdivision)



Soil Map may not be valid at this scale.

Map Scale: 1:1,100 if printed on A landscape (11" x 8.5") sheet.



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



Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

10/23/2018
Page 1 of 4

Hydrologic Soil Group—Hidalgo County, Texas
(Midway Villas Subdivision\)

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

Soil Rating Polygons

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Lines

 A
 A/D
 B
 B/D
 C
 C/D
 D
 Not rated or not available

Soil Rating Points

 A
 A/D
 B
 B/D

 C
 C/D
 D
 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 17, Sep 15, 2018

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.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	B	0.1	2.7%
70	Willacy fine sandy loam, 0 to 1 percent slopes	B	4.3	97.3%
Totals for Area of Interest			4.5	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

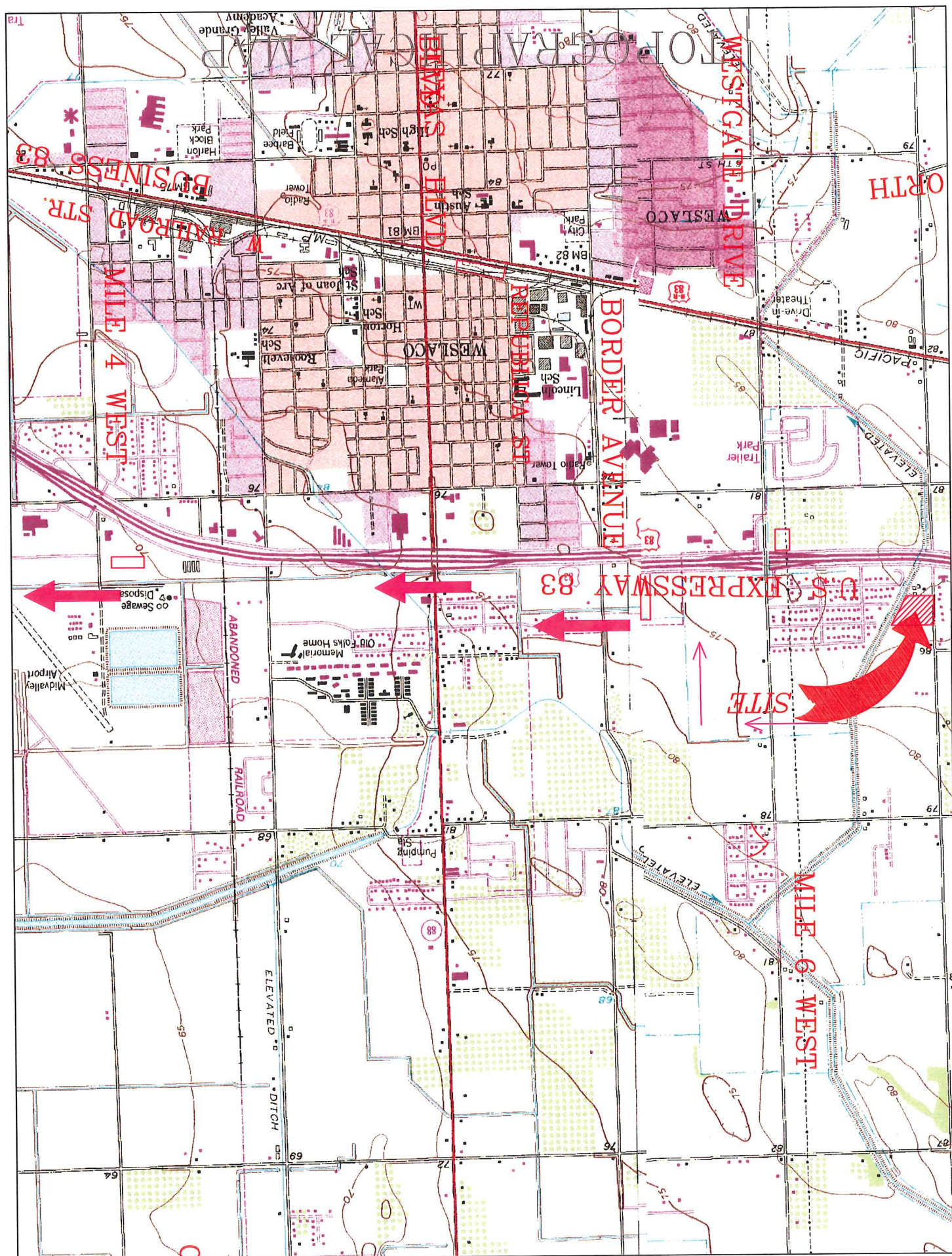
Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

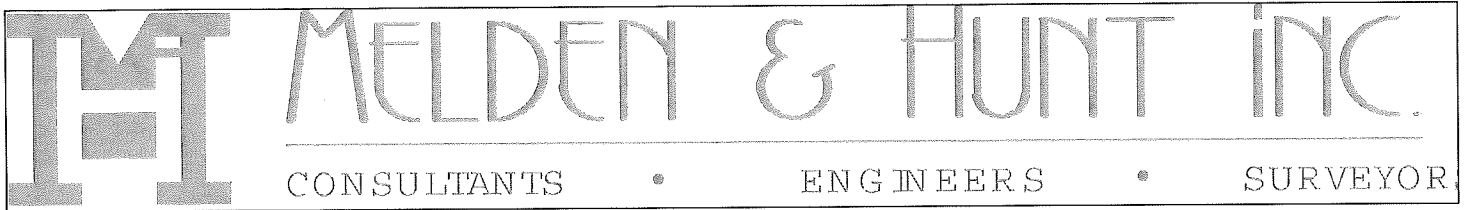
Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

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.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.





TBPE FIRM# F-1435

115 West McIntyre
Edinburg, TX 78541
(956) 381-0981
(956) 381-1839 fax
www.meldenandhunt.com

Date: December 21, 2018

Transmittal

To:	HCDD#1
Attention:	Esther/Abel
From:	Mario A. Reyna, P.E., Project Engineer
Job Title:	Midway Villas Subdivision – Revised Drainage Report
Job No.:	18034.00

The following is being transmitted:

☒ Plans ☐ Construction Drawings ☒ Documents ☐ CD/Diskette ☐ Legal Descriptions ☐ Letter
☐ Original Plat ☐ Copies ☐ Fee ☐ Other: _____

Transmitted as Follows:

☒ For your use ☒ As Requested ☒ Review/Comment ☒ Approval ☒ Signature ☒ FYI

No. of Copies	Description
1	Revised Original Drainage Report for Midway Villas Subdivision

Remarks: Transmitted herewith is the revised original drainage report for your review and approval. Should you have any questions and/or need any additional information, please feel free to call us at (956) 381-0981.

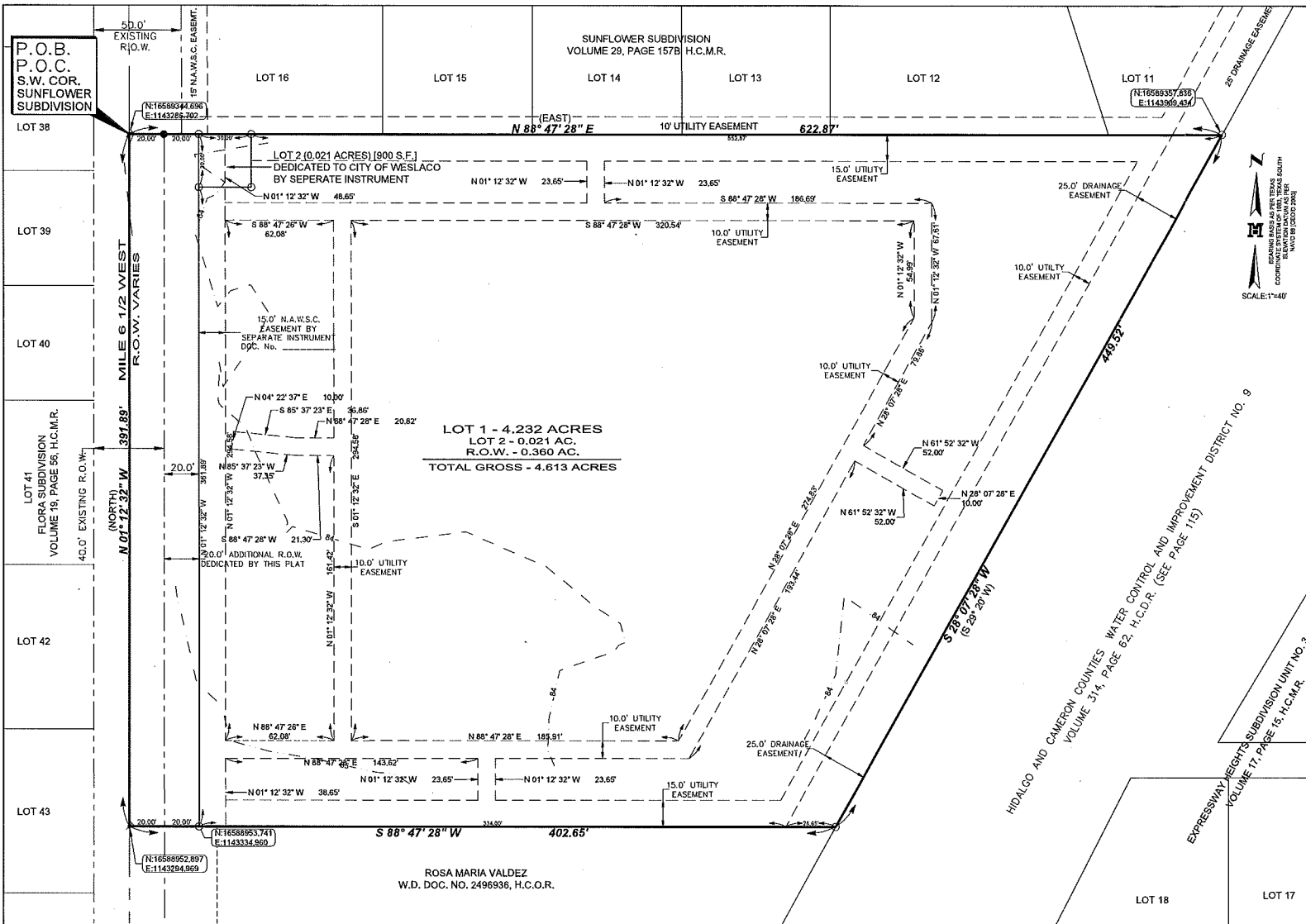
Thank You.

Transmitted By: Lydia Flores, S/D Adm. Ass't

Received By: _____

Date: _____

Time: _____



PLAT OF MIDWAY VILLAS SUBDIVISION

BEING A RESUBDIVISION OF A 4.613 ACRES OUT OF FARM TRACT 154, BLOCK 179, WEST TRACT SUBDIVISION LLANO GRANDE GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, H.C.M.R. CITY OF WESLACO HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING A RESUBDIVISION OF 4.613 ACRES SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF FARM TRACT 154, BLOCK 179, WEST TRACT SUBDIVISION LLANO GRANDE GRANT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, WHICH SAID 4.613-ACRE TRACT IS OUT OF A BIGGER TRACT CONVEYED TO ROSA MARIA VALDEZ, BY VIRTUE OF A WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 2496936, HIDALGO COUNTY OFFICIAL RECORDS, SAID 4.613 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL (NORTHING: 16588952.897, EASTING: 1143284.969) SET ON THE SOUTHWEST CORNER OF SUNFLOWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 1578, HIDALGO COUNTY MAP RECORDS AND WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 6 1/2 WEST, FOR THE NORTHWEST CORNER OF THIS TRACT;

- THENCE, N 88° 47' 28" E (EAST DEED CALL) ALONG THE SOUTH LINE OF SAID SUNFLOWER SUBDIVISION, AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST, CONTINUING A TOTAL DISTANCE OF 622.87 FEET TO A NO. 4 REBAR SET (NORTHING: 16588952.897, EASTING: 1143284.969) FOR THE NORTHEAST CORNER OF THIS TRACT;
- THENCE, S 29° 07' 28" W (S 29° 22' 20" W DEED CALL) A DISTANCE OF 449.52 FEET TO A NO. 4 REBAR SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;
- THENCE, S 88° 47' 28" W AT A DISTANCE OF 382.65 FEET PASS A NO. 4 REBAR SET ON THE EXISTING EAST RIGHT-OF-WAY LINE OF MILE 6 1/2 WEST, CONTINUING A TOTAL DISTANCE OF 402.85 FEET TO A NAIL SET ON THE WEST LINE OF SAID TRACT 154, BLOCK 179, THE EAST LINE OF FLORA SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 19, PAGE 56, HIDALGO COUNTY MAP RECORDS AND WITHIN THE RIGHT-OF-WAY OF MILE 6 1/2 WEST, FOR THE SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 01° 12' 32" W (NORTH) ALONG THE WEST LINE OF SAID TRACT 154, BLOCK 179, THE EAST LINE OF SAID FLORA SUBDIVISION AND WITHIN THE RIGHT-OF-WAY OF MILE 6 1/2 WEST, A DISTANCE OF 391.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.613 ACRES.

APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

CERTIFICATION OF HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

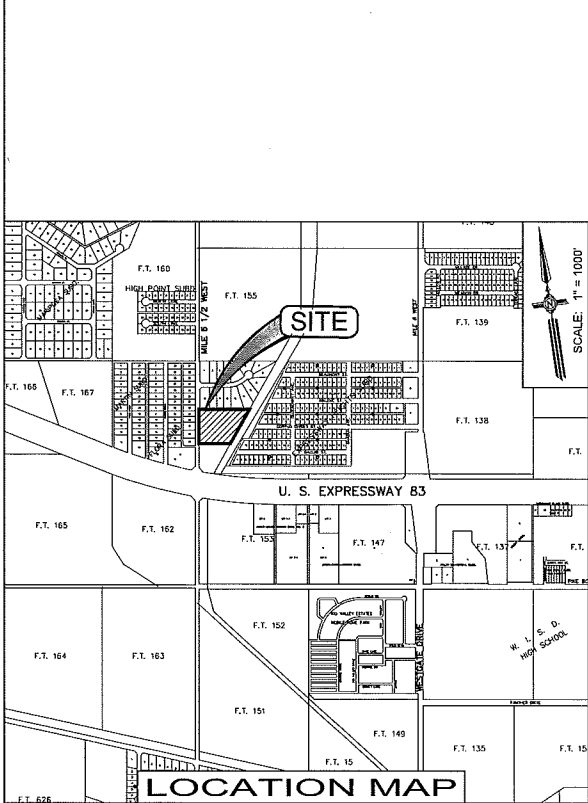
THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9.

DATED THIS _____ DAY OF _____, 2018.

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. #9 RIGHTS-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.I.D. #9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OR STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- H.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR DRAINAGE / DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL, H.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
- H.C.I.D. #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



LEGEND

- FOUND NO. 4 REBAR
- SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ▲ SET NAIL
- A.A. - EDGE OF ASPHALT TO EDGE OF ASPHALT
- B.B. - BACK OF CURB TO BACK OF CURB
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.W. COR. - SOUTHWEST CORNER
- N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION
- DOC. NO. - DOCUMENT NUMBER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- AC. - OF ONE ACRE
- R.O.W.E.R. - RIGHT OF WAY EASEMENT FOR RELOCATION
- R.O.W.E. - RIGHT OF WAY EASEMENT
- W.D. - WARRANTY DEED
- (-) - RECORDED DEED CALLS
- S.F. - SQUARE FEET

GENERAL PLAT NOTES & RESTRICTIONS:

- PROPOSED SETBACKS:
FRONT: 25 FEET;
REAR: 25.00' OR EASEMENT WIDTH WHICHEVER IS GREATER
SIDE: 8.00' OR EASEMENT WIDTH WHICHEVER IS GREATER
SIDE CORNER: 10.00' OR EASEMENT WIDTH WHICHEVER IS GREATER
THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
- FLOOD ZONE DESIGNATION: ZONE "X" UNSHADED ARE AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. COMMUNITY-PANEL NUMBER: 480334 0450 C MAP REVISED: JUNE 6, 2009.
- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
- BENCH MARK 1: NAIL SET N.W. CORNER OF PROPERTY, ELEVATION: 85.20; NORTH: 16589344.696, EAST: 1143286.702, NAVD 83
- NO BUILDING IMPROVEMENTS SHALL BE PERMITTED ON OR WITHIN ANY EASEMENT IN THIS SUBDIVISION.
- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 33,754 CUBIC FEET (0.775 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
- S.F.T. SIDEWALKS IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF BUILDING PERMIT.
- FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
- FOLLOW STREET LIGHT ORDINANCE AS PER CITY REQUIREMENTS.
- STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.
- INTERIOR SIDEWALK WILL BE REQUIRED AT BUILDING PERMIT STAGE
- ALL INTERIOR LOT CORNERS ARE SET BY NO. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT.
- ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
- STREET LIGHT MUST BE LOCATED EVERY 300 FEET
- COMMON AREAS, PRIVATE STREETS, AND DETENTION PONDS MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF WESLACO.
- FENCING AND SCREENING TO BE PROVIDED FOR LIFT STATION.

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

DRAWN BY: C.P. DATE: 10-22-18
SURVEYED, CHECKED: DATE:

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ROSA MARIA VALDEZ	3301 S. AIRPORT DR.	WESLACO, TX. 78596	(956) 000-0000	
ENGINEER:	MARIO A. REYNA	115 W. MCINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 W. MCINTYRE	EDINBURG, TX. 78541	(956) 381-0981	(956) 381-1839

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE "MIDWAY VILLAS SUBDIVISION" TO THE CITY OF WESLACO, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

ROSA MARIA VALDEZ
3301 S. AIRPORT DR.
WESLACO, TX. 78596

DATE

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROSA MARIA VALDEZ AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE _____ DAY OF _____, 20____.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 10/22/17
ENGINEERING JOB # 18034.00



STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, THE UNDERSIGNED, A 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.

DATED THIS THE _____ DAY OF _____, 20____.

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No. 4750
STATE OF TEXAS

DATE SURVEYED: 02/12/18
T-1001, PG. 73
SURVEY JOB # 18034.08



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

APPROVED THIS THE _____ DAY OF _____, 20____.

CHAIRPERSON, PLANNING AND ZONING COMMISSION

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

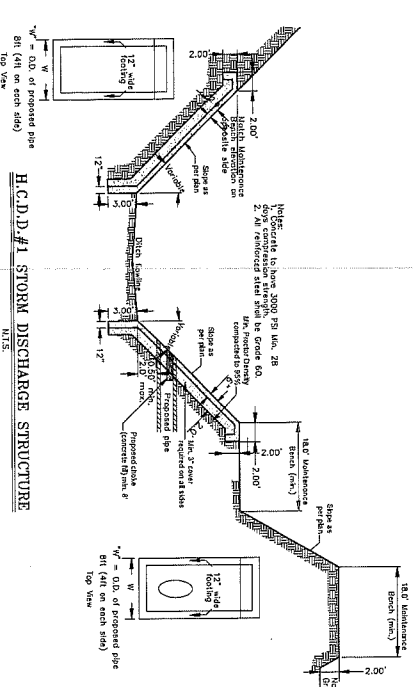
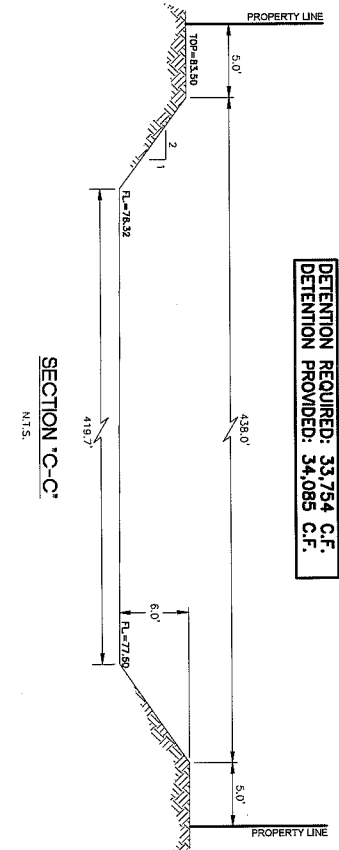
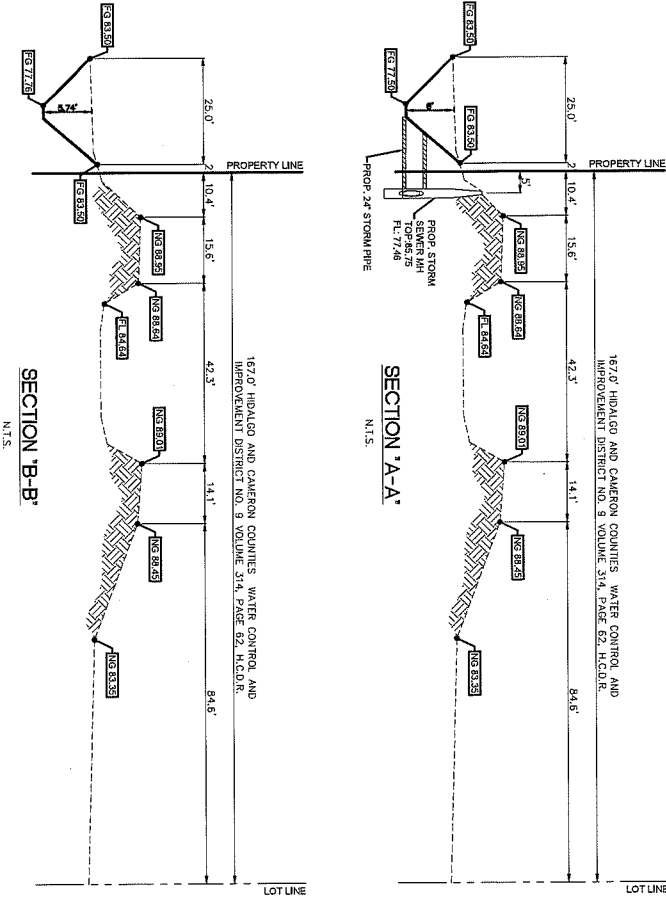
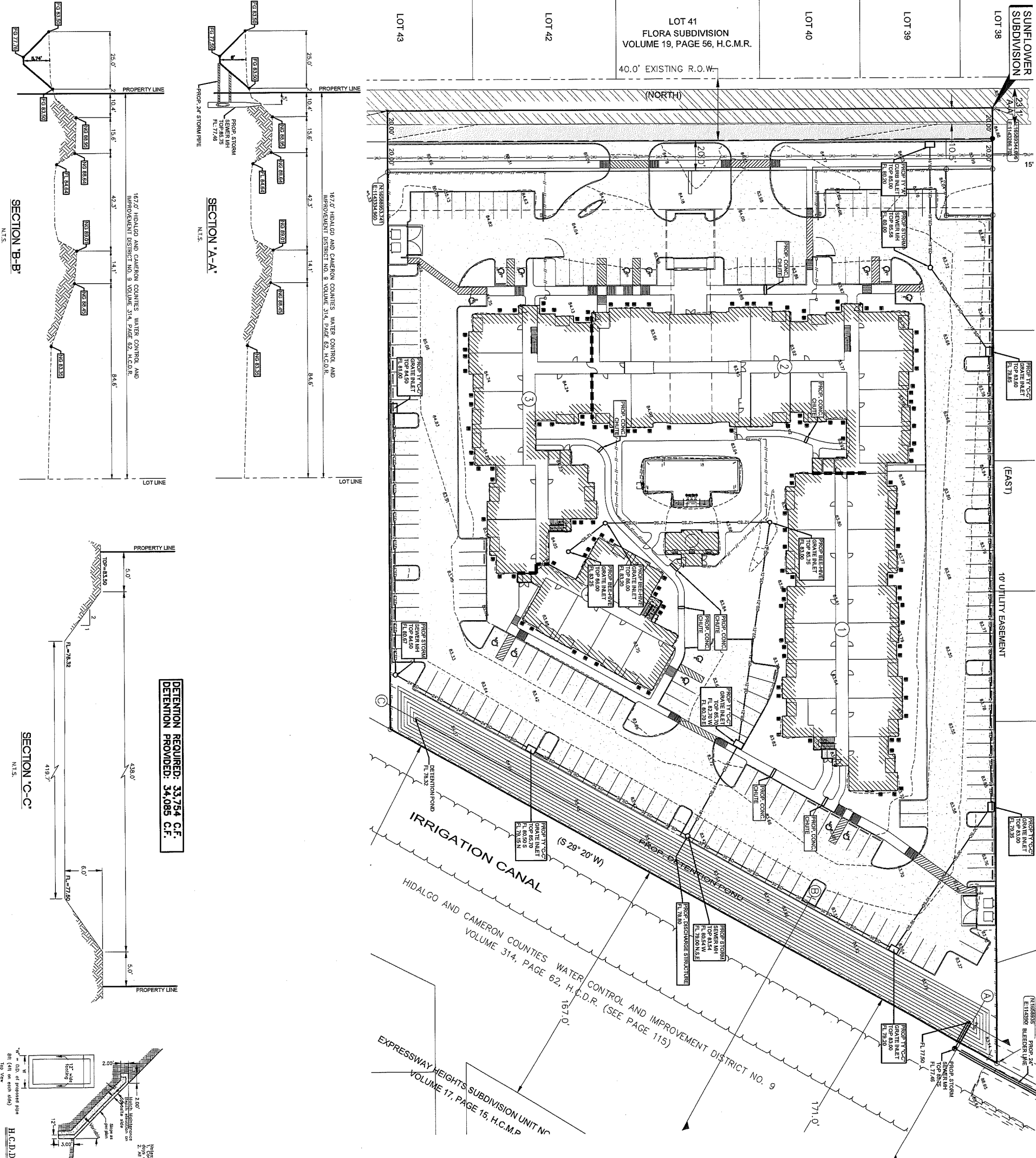


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY



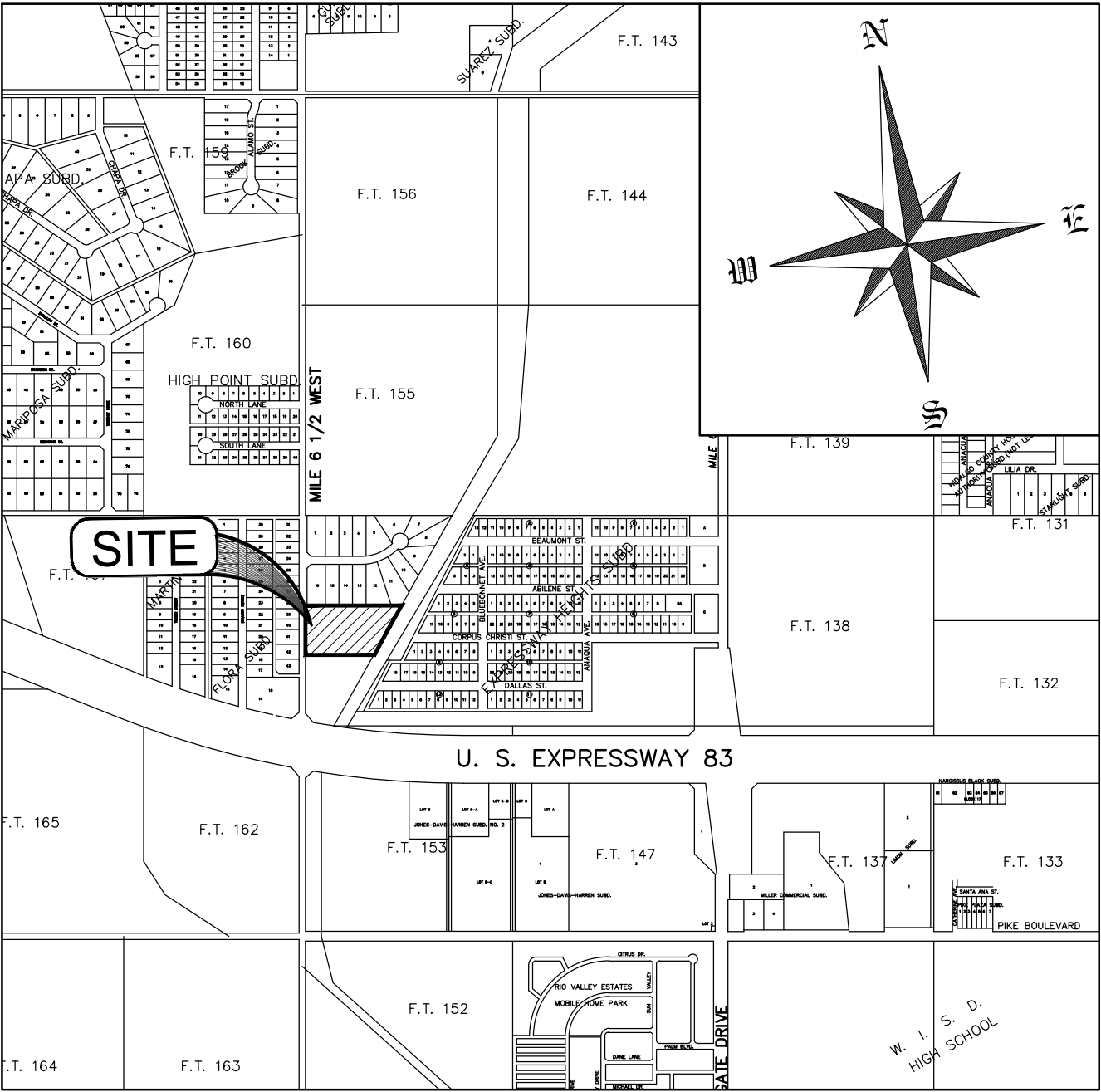
MIDWAY VILLAS

PUBLIC IMPROVEMENTS

GENERAL NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS INDICATING TYPE AND LOCATION OF UNDERGROUND UTILITIES AND ELECTRICAL UTILITIES IS NOT GUARANTEED TO BE EXACT OR COMPLETE. THE LOCATIONS AND SIZES HAVE BEEN TAKEN FROM EXISTING RECORDS AND THE BEST AS-BUILT INFORMATION AVAILABLE; HOWEVER, IT IS EXPECTED THAT THERE MAY BE SOME DISCREPANCIES AND OMISSIONS IN THE LOCATIONS, QUALITIES AND SIZES SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXACT TYPE, SIZE AND LOCATION OF ALL UTILITIES AFFECTED BY THE CONSTRUCTION OF THIS PROJECT. THE CONTRACTOR SHALL ARRANGE FOR THE REPAIR AND RESTORATION OF CONTRACTOR DAMAGED UTILITIES. THE COST OF ANY REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE CURRENT LINE SPOTTING TOLL-FREE NUMBER AND COORDINATE WITH ALL THE UTILITY COMPANIES FOR ACTUAL LOCATING AND UNCOVERING OF EXISTING LINES PRIOR TO EXCAVATION OPERATIONS.
2. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE PROJECT ENGINEER OF ANY UNREPORTED OBSTACLES THAT MAY IMPEDE OR PREVENT THE PROPER CONSTRUCTION OF THIS PROJECT.
3. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH THE APPLICABLE STATE STATUTES AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS (OSHA). COPIES OF THE O.S.H.A. STANDARDS MAY BE PURCHASED FROM THE U.S. GOVERNMENT PRINTING OFFICE. INFORMATION AND RELATED REFERENCE MATERIALS MAY BE OBTAINED FROM O.S.H.A. AT 611 EAST 6TH STREET, ROOM 303, AUSTIN, TEXAS.
4. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A SAFE, NEAT AND WORKMAN LIKE MANNER AT ALL TIMES. JOB SAFETY SHALL NOT BE COMPROMISED. ANY UNSAFE OR UNATTRACTIVE NUISANCE SHALL BE REMOVED OR OTHERWISE TAKEN CARE OF BY THE CONTRACTOR WHEN DIRECTED BY THE OWNER OR PROJECT ENGINEER.
5. EXCAVATIONS, TRENCHES AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, FENCING, LIGHTS AND/OR OTHER PROTECTIVE DEVICES AT ALL TIMES.
6. CONSTRUCTION OF THIS PROJECT WILL BE SUBJECT TO INSPECTIONS AND TESTING AS DEEMED NECESSARY OR APPROPRIATE BY THE ENGINEER AND/OR THE CITY OF MCALLEN AND STC FACILITIES OFFICE. THE CONTRACTOR SHALL FURNISH INCIDENTAL LABOR AND EQUIPMENT TO ALLOW FOR THE TESTING, PERSONAL ACCESS TO THE WORK, AND WILL COOPERATE FULLY WITH THE PERSONS CONDUCTING THE TESTING AND INSPECTION PROGRAM.
7. A PART OF THE WORK THAT IS NECESSARY OR REQUIRED TO MAKE EACH SYSTEM OR INSTALLATION SATISFACTORY AND OPERABLE FOR ITS INTENDED PURPOSE, EVEN THOUGH IT IS NOT SPECIFICALLY INCLUDED IN THE SPECIFICATIONS OR DRAWINGS, SHALL BE PERFORMED AS INCIDENTAL WORK AS IF IT WERE DESCRIBED IN THE SPECIFICATIONS AND SHOWN ON THE DRAWINGS.
8. THE DRAWINGS DO NOT ALWAYS INDICATE ALL VERTICAL BENDS AND TRANSITIONS. WHEN NECESSARY, MAKE VERTICAL TRANSITIONS BY A DEFLECTION AT THE JOINTS OR THE INSTALLATION OF FITTINGS. DO NOT DEFLECT PIPE JOINTS MORE THAN 80% OF THE MANUFACTURERS RECOMMENDATION.
9. ALL PIPING MUST BE INSTALLED WITH A MINIMUM OF 36-INCHES OF COVER UNLESS OTHERWISE NOTED ON THE PLANS.
10. ALL EXCAVATION FOR THIS PROJECT SHALL BE UNCLASSIFIED.
11. ALL UTILITIES WHICH ARE TO REMAIN AND WHICH ARE DAMAGED OR REMOVED WILL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AT THE CONTRACTOR'S EXPENSE.
12. PIPE SHALL BE BACKFILLED WITH JOINTS EXPOSED FOR TESTING, BEFORE NEW JOINTS ARE COVERED. PRESSURE LINES ARE TO BE HYDROSTATICALLY TESTED AT NOT LESS THAN 150 PSIG FOR A PERIOD OF TWO HOURS. THE OWNER SHALL OBSERVE AND APPROVE OR REJECT THE TEST. REPAIRS, IF REQUIRED, SHALL BE MADE AND THE LINE SHALL BE RETESTED UNTIL APPROVED. TEST SHALL NOT BEGIN UNTIL THRUST BLOCKS HAVE AGED A MINIMUM OF 24 HOURS.
13. AS SOON AS PRACTICAL, ALL PORTIONS OF EXCAVATIONS NOT OCCUPIED BY THE PERMANENT STRUCTURE SHALL BE BACKFILLED.
14. WHERE WATER LINE INTERSECTS SANITARY SEWER SYSTEM MAINS AT LESS THAN 9.0 FEET SEPARATION, THE CONTRACTOR SHALL INSTALL A 20 FOOT SECTION OF C-900 PVC PRESSURE PIPE CENTERED ON THE POINT OF INTERSECTION, PER TCEQ REQUIREMENTS.
15. CONTRACTOR SHALL REMOVE AND REINSTALL ALL SIGNS, MAILBOXES, FENCES, CULVERTS AND OTHER ITEMS IN WAY OF THE WORK.
16. CONTRACTOR SHALL REPAIR ALL OPEN CUTS OF PAVED AREAS BACK TO BETTER THAN "AS-IS" CONDITION WITH LIKE MATERIALS.
17. PROVIDE INTERIM DRAINAGE DURING CONSTRUCTION AS REQUIRED. USE PUMPS, TEMPORARY DITCHES, ETC. TO MAINTAIN A WELL DRAINED SITE FREE OF STANDING WATER AND WATER SOFTENED SOILS.
18. ANCHOR ALL UNDERGROUND PRESSURE PIPING AS NECESSARY TO PREVENT MOVEMENT UNDER PRESSURE TEST AND SERVICES.
19. ALL REINFORCING STEEL SHALL CONFORM TO ASTM SPECIFICATION A-165, GRADE 60. ALL BARS SHALL CONFORM TO ASTM SPECIFICATION A-305.
20. ALL CONCRETE AND FORM WORK SHALL CONFORM TO CURRENT ACI CODE REQUIREMENTS.
21. THE CONTRACTOR SHALL EXERCISE EXTRA CARE TO PREVENT DAMAGE TO ALL OTHER STRUCTURES IN THE AREA INCLUDING BUILDINGS, FENCES, ROADS, PIPELINES, UTILITIES, ETC., WHETHER PUBLICLY OR PRIVATELY OWNED.
22. UNTIL ACCEPTANCE BY THE ENGINEER OF ANY OR ALL OF THE CONSTRUCTION, AS PROVIDED FOR IN THE PLANS AND SPECIFICATIONS, AND ACCEPTANCE BY THE PROPER UTILITY PROVIDER, IT SHALL BE UNDER THE CHARGE AND CARE OF THE CONTRACTOR. THE CONTRACTOR SHALL TAKE EVERY NECESSARY PRECAUTION AGAINST TO ANY PART OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD, AT HIS OWN EXPENSE, OF ALL THE DAMAGE TO ANY PORTION OF THE WORK BEFORE ITS ACCEPTANCE.
23. NO OPEN TRENCHES OR EXCAVATION SHALL BE LEFT OPEN OVERNIGHT.
24. ALL WATERLINE TAPS AND WATER METERS SHALL BE INSTALLED BY CONTRACTOR, IN THE CASE THE CONTRACTOR WILL NOT BE INSTALLING SUCH IMPROVEMENTS, THE CONTRACTOR IS TO COORDINATE WITH THE CITY OF PHARR BEFORE COMMENCING ANY UTILITY WORK.
26. COORDINATE WITH GRADING PLANS FOR WATER LINE, STORM AND SANITARY SEWER LINES INSTALLATION.
27. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS, INCLUDING THOSE FROM THE CITY OF WESLACO AND TxDOT PRIOR TO THE START OF CONSTRUCTION.
28. THE TOP ELEVATIONS OF MANHOLES AND CLEANOUTS CONSTRUCTED IN PAVED AREAS SHALL MATCH FINISHED PAVEMENT GRADE. THE TOP ELEVATIONS OF MANHOLES AND CLEANOUTS CONSTRUCTED IN GRASSED AREAS SHALL BE SIX INCHES ABOVE FINISHED GRADE (UNLESS OTHERWISE NOTED ON PLANS).
29. CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING TO VERIFY EXISTING CONDITIONS.
30. CONTRACTOR TO LEAVE OPENINGS IN CURB AT SIDEWALK RAMPS LOCATIONS.
31. CONTRACTOR TO VERIFY EXISTING SITE CONDITIONS (LOCATIONS & ELEVATIONS) PRIOR TO START OF CONSTRUCTION.
32. PERMIT NEEDED FROM THE CITY OF WESLACO BUILDING DEPARTMENT AND PRE-CONSTRUCTION CONFERENCE NEEDED BEFORE CONSTRUCTION CAN BEGIN.
33. CONSULT WITH PROPERTY OWNER BEFORE RELOCATING EXISTING FENCES THAT MIGHT BE IN THE WAY OF THE CONSTRUCTION AREA AND/OR CONSTRUCTION PLANS.
34. BOTH SITE AND BUILDING CONTRACTORS TO VERIFY EXISTING SITE ELEVATIONS PRIOR TO POURING CONCRETE TO VERIFY ACCESSIBILITY.
35. ALL PROPOSED STORM R.C.P. TO BE INSTALLED AT PLACES OTHER THAN EXISTING OR PROPOSED STRUCTURES SHALL INCLUDE SAFETY ENDS TREATMENT.

Weslaco, Hidalgo County, TEXAS



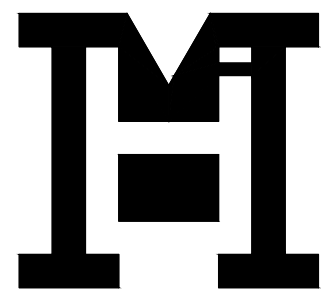
LOCATION MAP

1" = 1000'

2019

SHEET INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET WITH GENERAL NOTES AND SHEET INDEX
2	PLAT
3	UTILITY LAYOUT
4	DRAINAGE LAYOUT
5	OFF-SITE DRAINAGE LAYOUT
5A	STORM SEWER PLAN + PROFILE
6	LIFT STATION SITE LAYOUT
7	LIFT STATION PUMP DETAIL
8	EROSION



MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

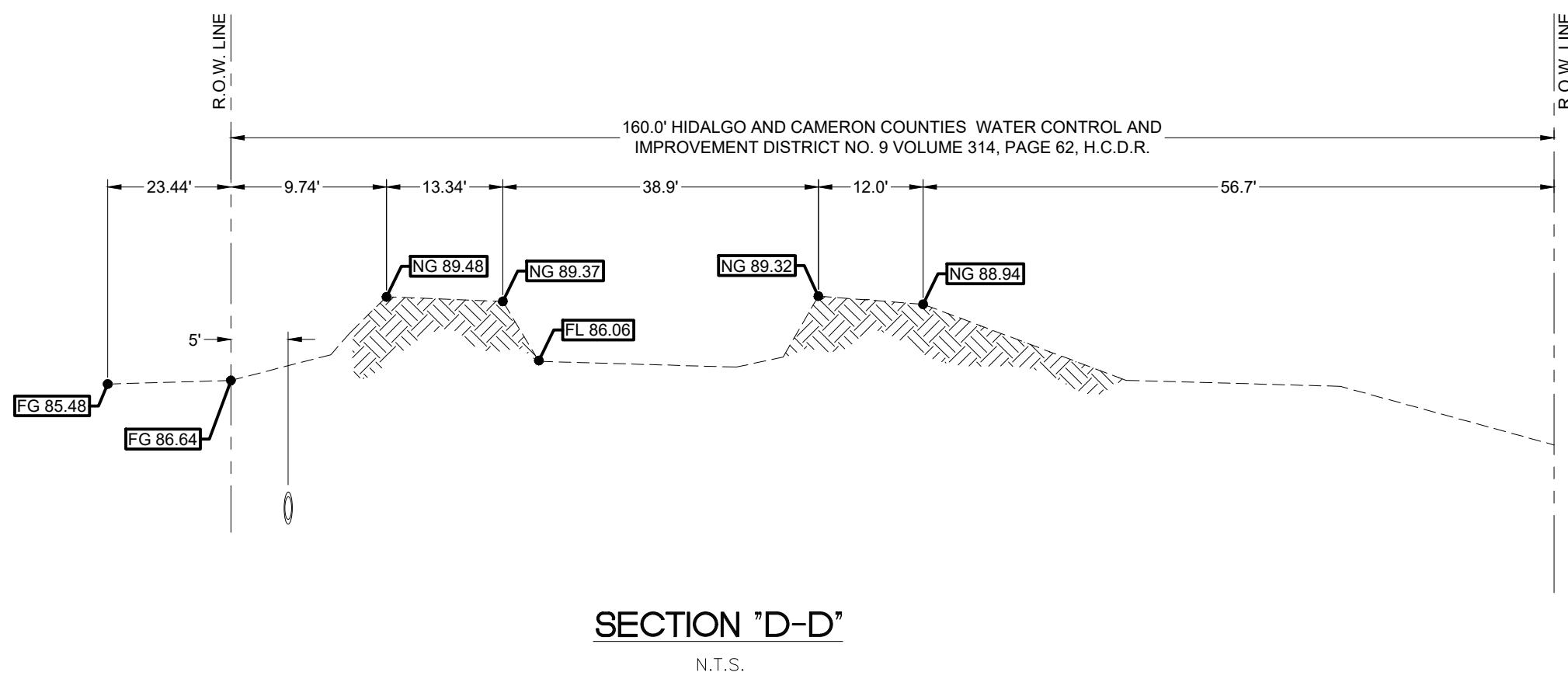
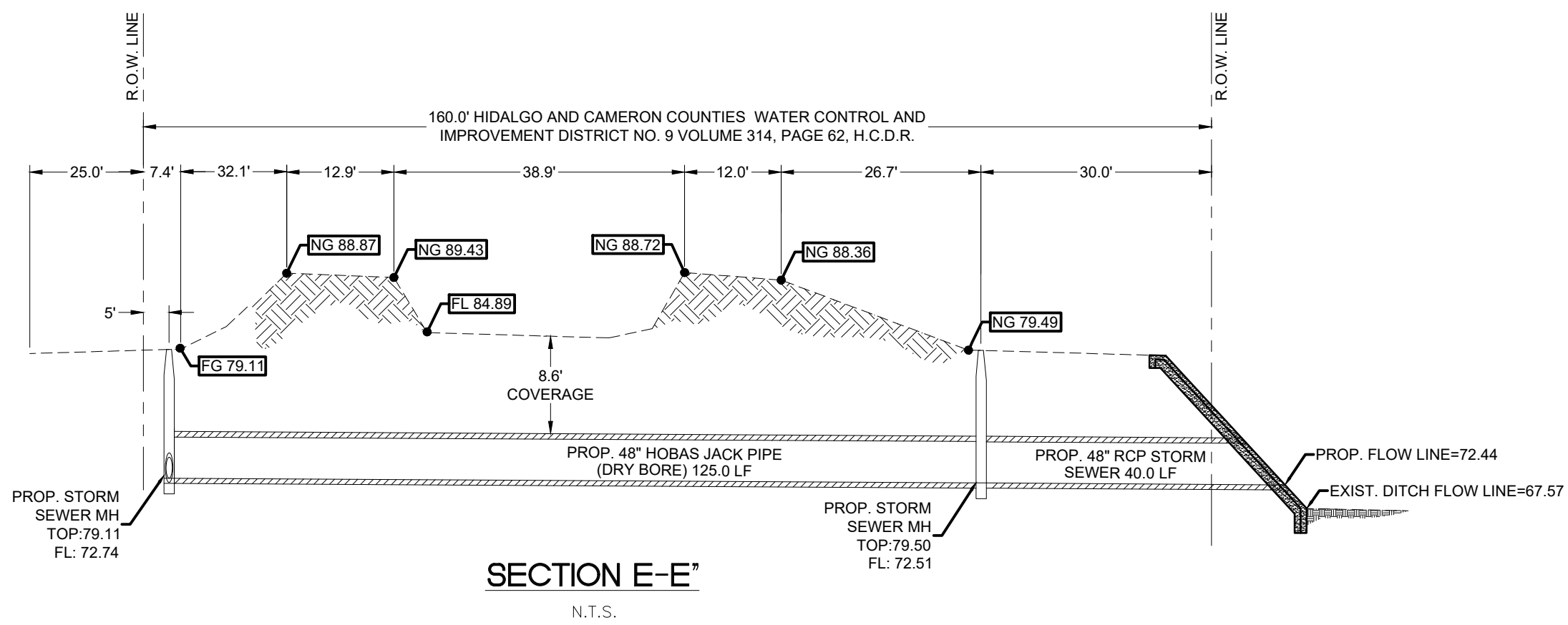
PLANS CORRECT:



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2/15/2019
WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

SEQ. SHEET 1 OF 8

12/20/2018 JOB No. 18034.04
SET No. _____



JOB No.

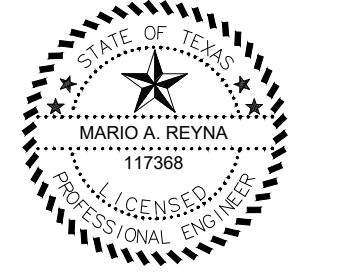
18034.04

REVISION
DATE
BY

M
MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
1115 W. McINTYRE
EDINBURG, TX 78541
TEL: (936) 381-1839
FAX: (936) 381-1839
WWW.MELDENHUNT.COM
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ENG. TECH. EM
PROJECT ENG. M.A.R.
T-BOOK PG
1. RELEASE DATE
2. RELEASE DATE
3. RELEASE DATE
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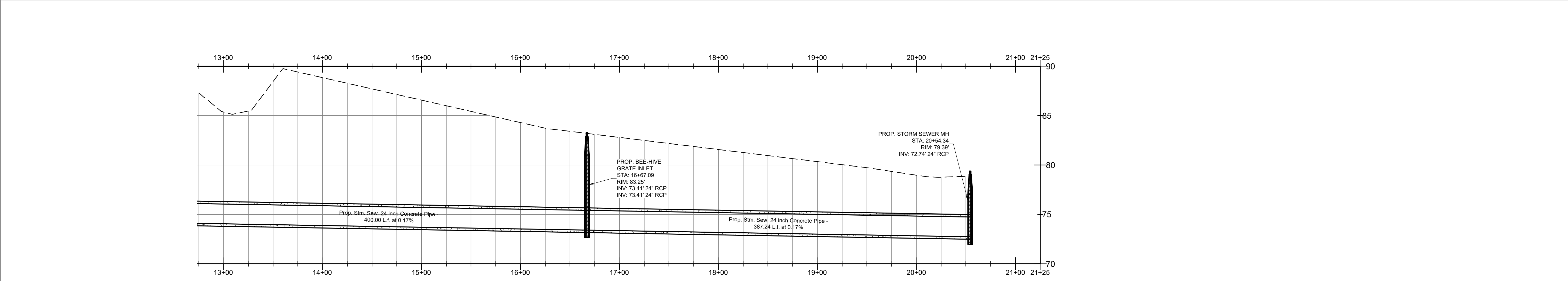
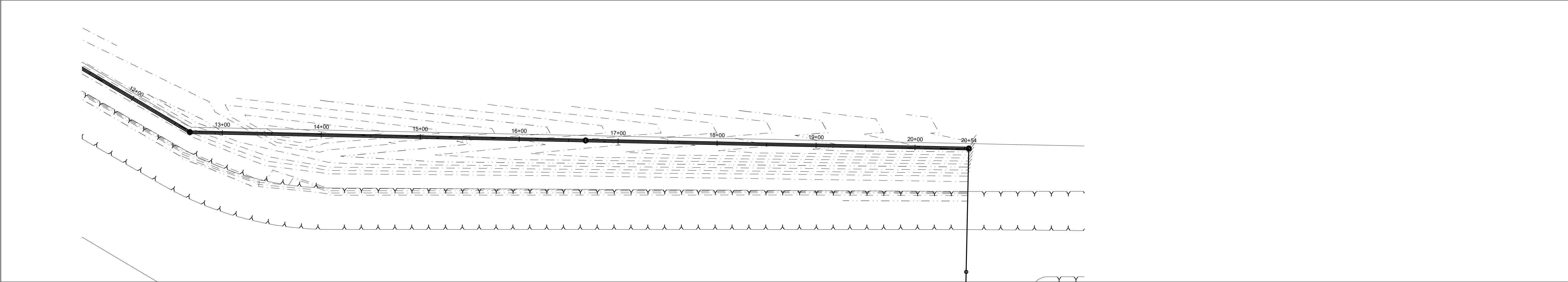
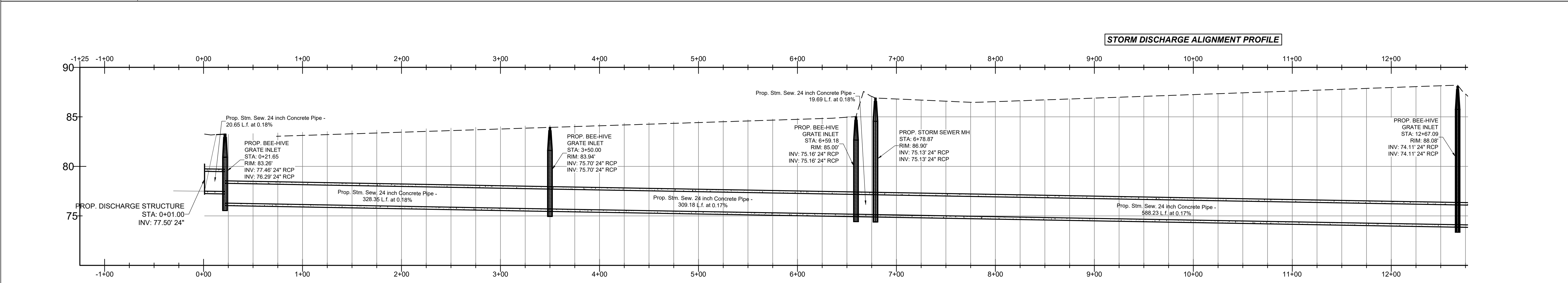
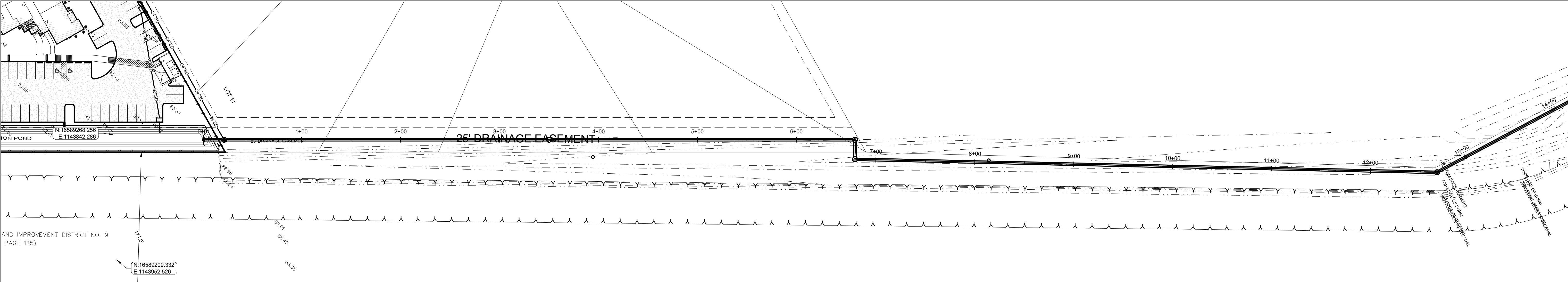
MIDWAY VILLAS
APARTMENTS
WESLACO, TEXAS

OFF-SITE DRAINAGE LAYOUT

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File Name: XXXXXXXXXX

SHEET 5 OF 8



JOB No.
18034.04

REVISION

BY

DATE

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PROJECT ENG. M.A.R.

T-BOOK

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2. RELEASE DATE

3. RELEASE DATE

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02-04-2019
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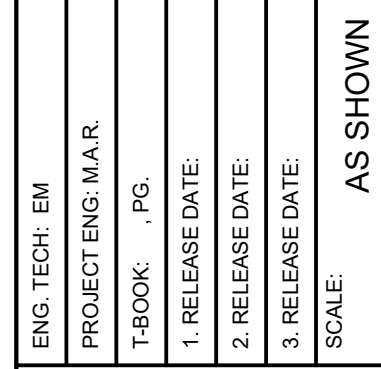
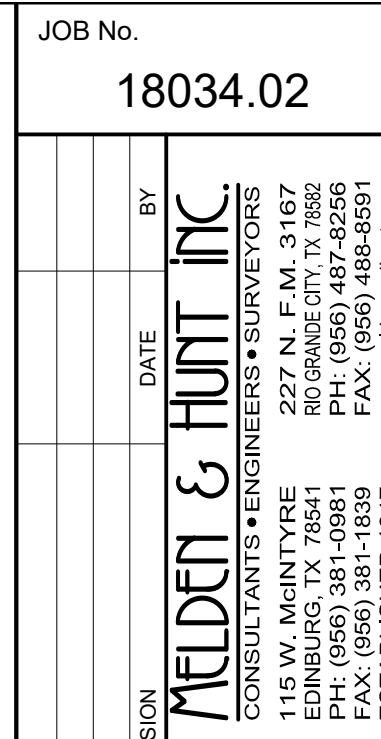
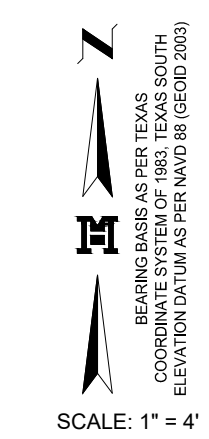
MIDWAY VILLAS
APARTMENTS
WESLACO, TEXAS

**STORM SEWER LINE
PLAN AND PROFILE**

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File Name: XXXXXXXXXX

SHEET **5a** OF **8**



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**MIDWAY VILLAS
APARTMENTS**
CITY OF WESLACO, TEXAS

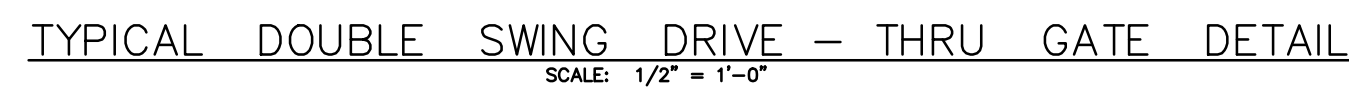
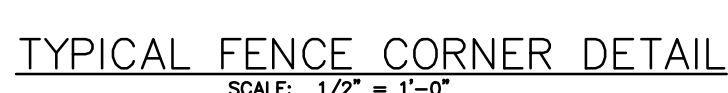
LIF STATION SITE PLAN

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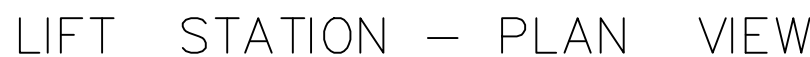
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SHEET 6 OF 8

NOTE: THIS PROJECT SHALL REQUIRE PATRICIAN VINYL "PRIVACY" SLATS ON ALL CHAIN LINK FENCE AND GATES AROUND LIFT STATIONS

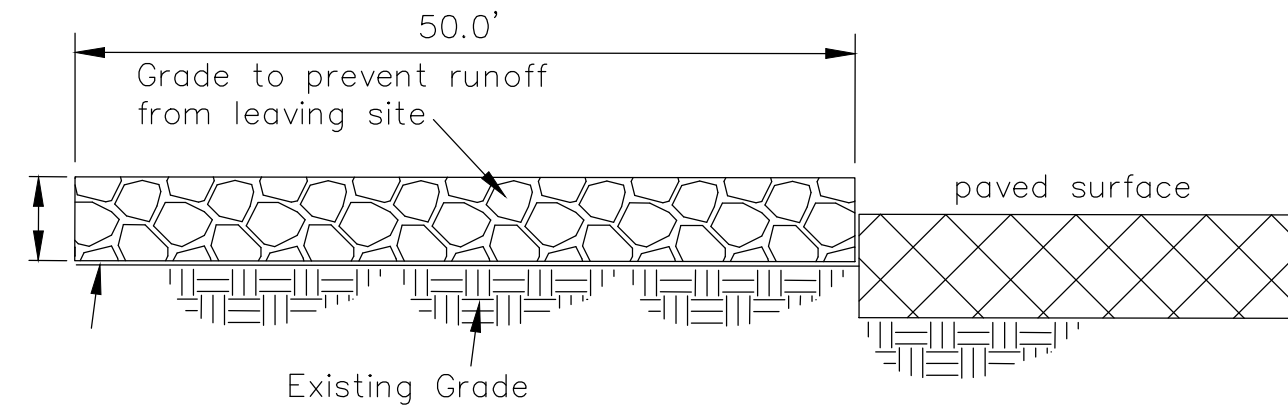


SCALE: 1/2" = 1'-0"

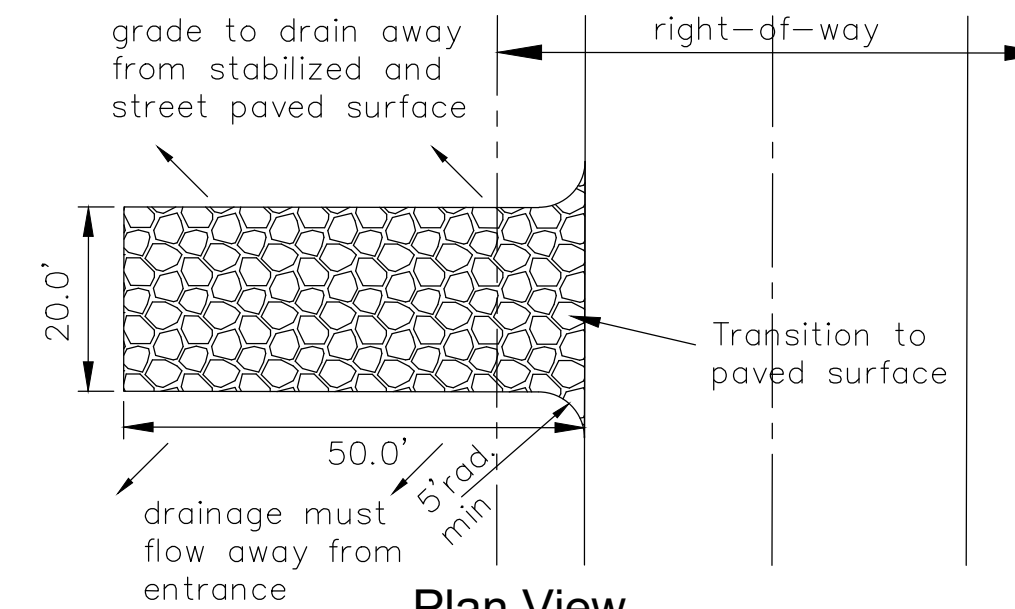


6. Cast iron pipe shall be class 150 flanged.
7. Influent pipe in wet well to be PVC wall pipe with cast iron bell and spigot.
8. All grout around pipes exposed to sewage or ground water to be non-shrinking type.
9. All steel clearances to be 2", unless otherwise shown. Lap and anchor all steel 40 dia.
10. Chamfer all exposed conc. edges 1". The dimensions shown for pumps, piping and valve layout are based on one or more manufacturer's design. It shall be the contractor's responsibility to verify dimensions of particular equipment being furnished and to make such changes as required to install equipment in space provided.
11. All electrical work shall conform to standard N.E.C. specifications and all equipment shall be NEMA or UL certified. Contractor shall provide electrical drop and all required electrical connections.
12. Finished floor elevation shall be a minimum of 6 inches above the 100-year flood elevation or 18" above natural ground, whichever is higher.
13. **Fiberglass Wetwell Backfill:**
Backfill of the wetwell shall be performed in maximum 6" loose layers with sand or sandy material with not more than 20% passing the #200 sieve according to ASTM D1140. Backfill shall be compacted to 95% relative or standard proctor density at optimum moisture content (+2%) with mechanical tampers. Heavy equipment shall not be operated closer to the wetwell than a distance equal to the height of the backfill.

SCALE: 1" = 50'



Profile View



Plan View

2 STABILIZED CONSTRUCTION ENTRANCE
SCALE: NOT TO SCALE

Notes :

1. Construction entrance(s) shall be located at the time of pre-construction meeting.
2. Stone shall be 4 to 8 inch diameter crushed rock or acceptable crushed Portland Cement Concrete.
3. When necessary, vehicles shall be cleaned to remove sediment prior to entrance onto a public roadway. When washing is required, it shall be done on a area stabilized with crushed stone with drainage flowing away from both the street and the stabilized entrance. All sediment shall be prevented from entering any storm drain, ditch or watercourse using approved methods.
4. The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto paved surfaces. This may require periodic top dressing with additional stone as conditions demand. All sediment spilled, dropped, washed or tracked onto paved surfaces, must be removed immediately.
5. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site.

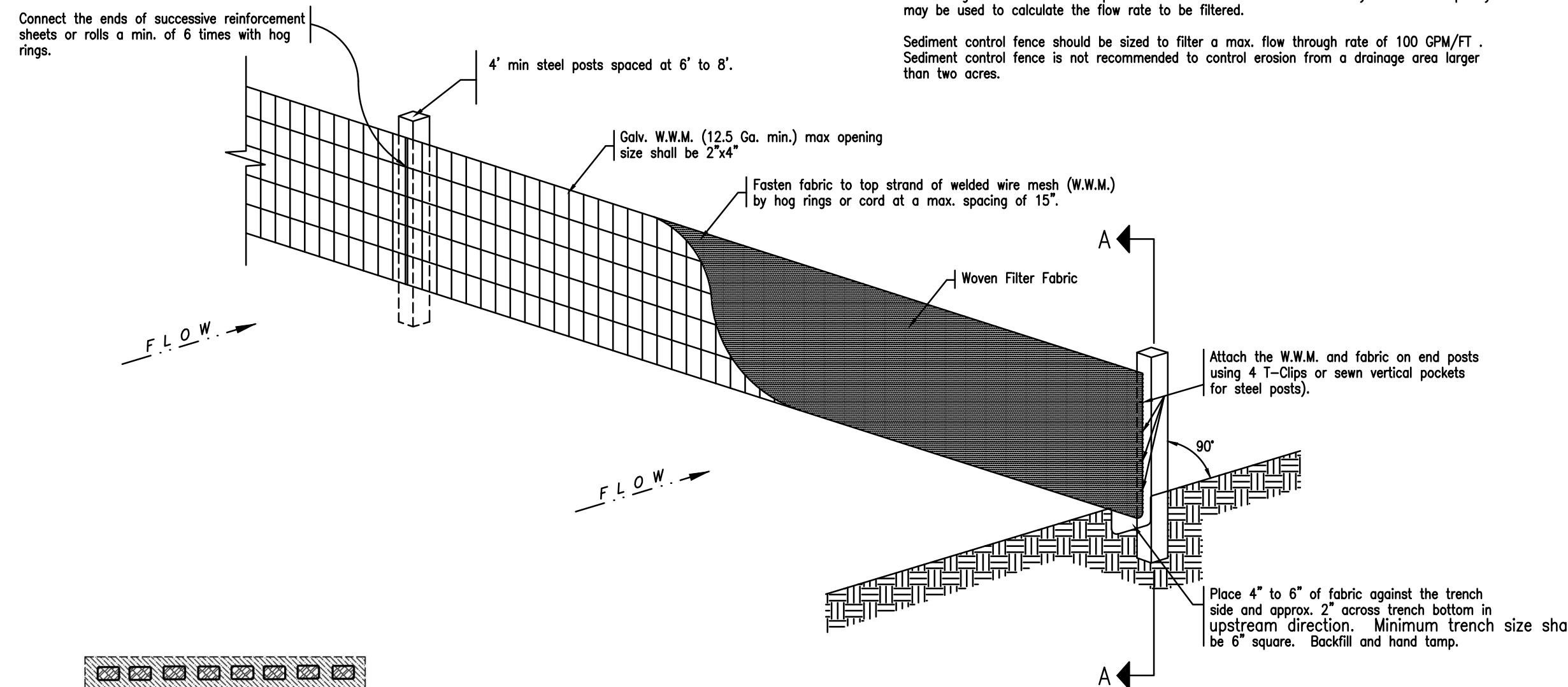
GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.

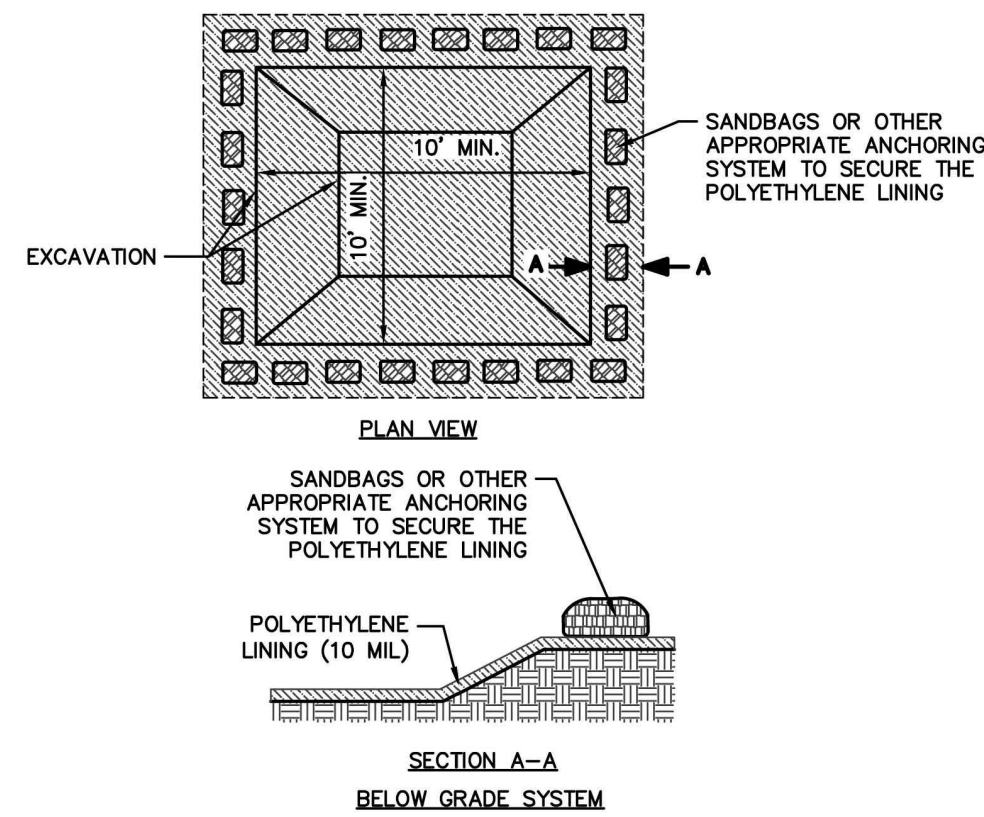
SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2-year storm frequency may be used to calculate the flow rate to be filtered.

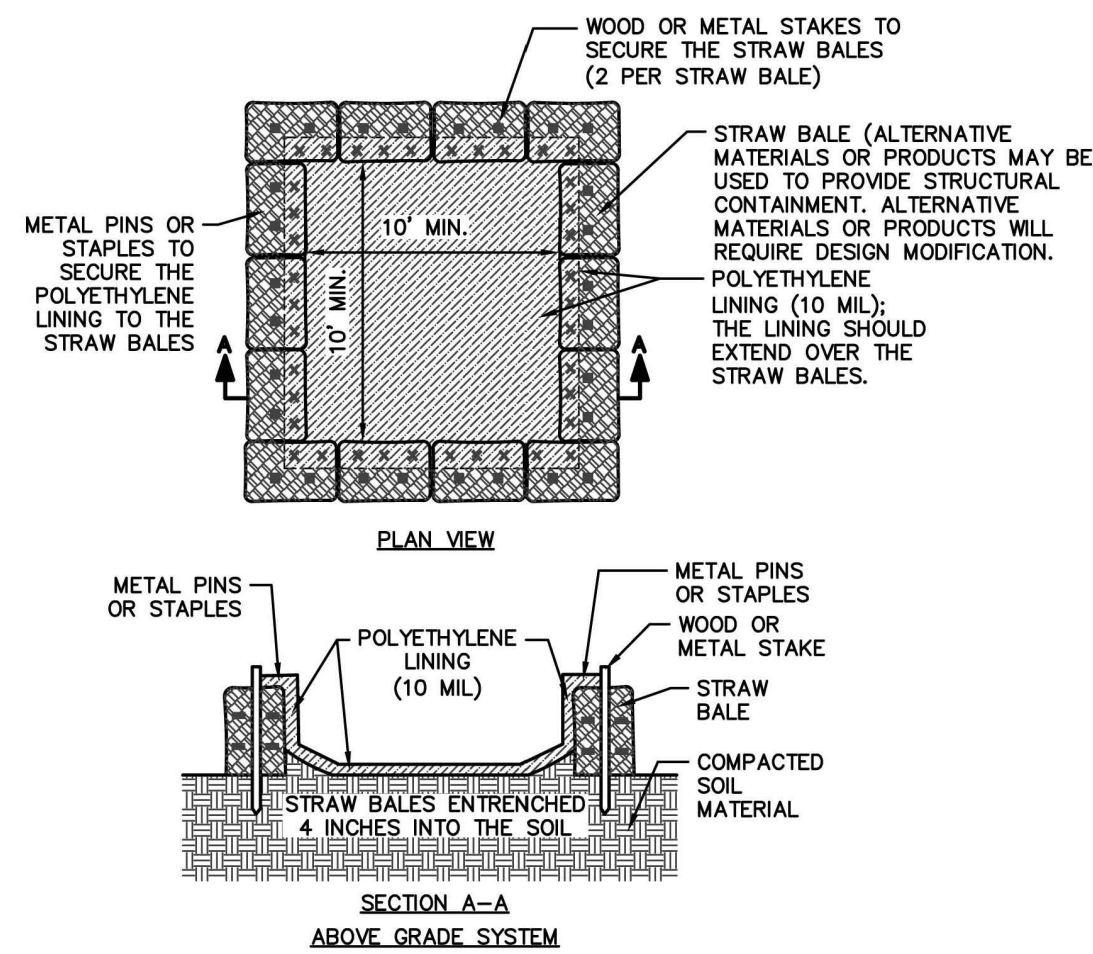
Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT. Sediment control fence is not recommended to control erosion from a drainage area larger than two acres.



TEMPORARY SEDIMENT CONTROL FENCE

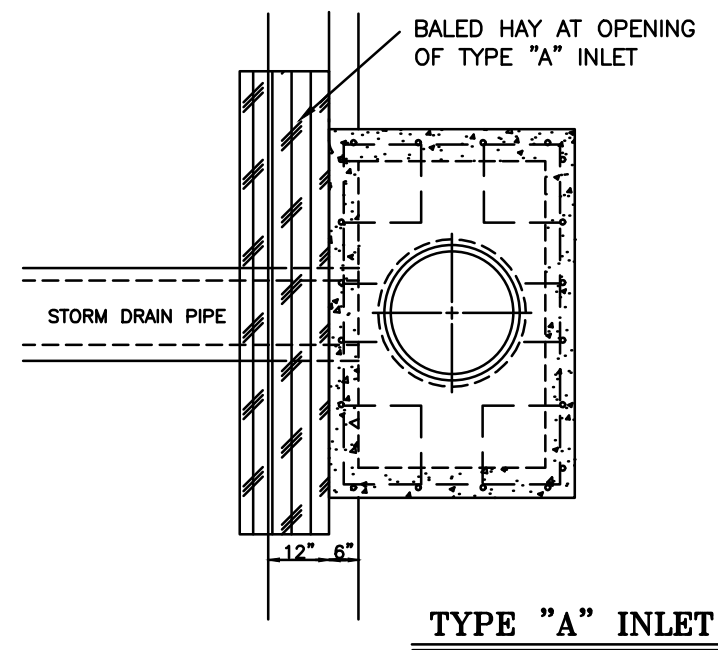
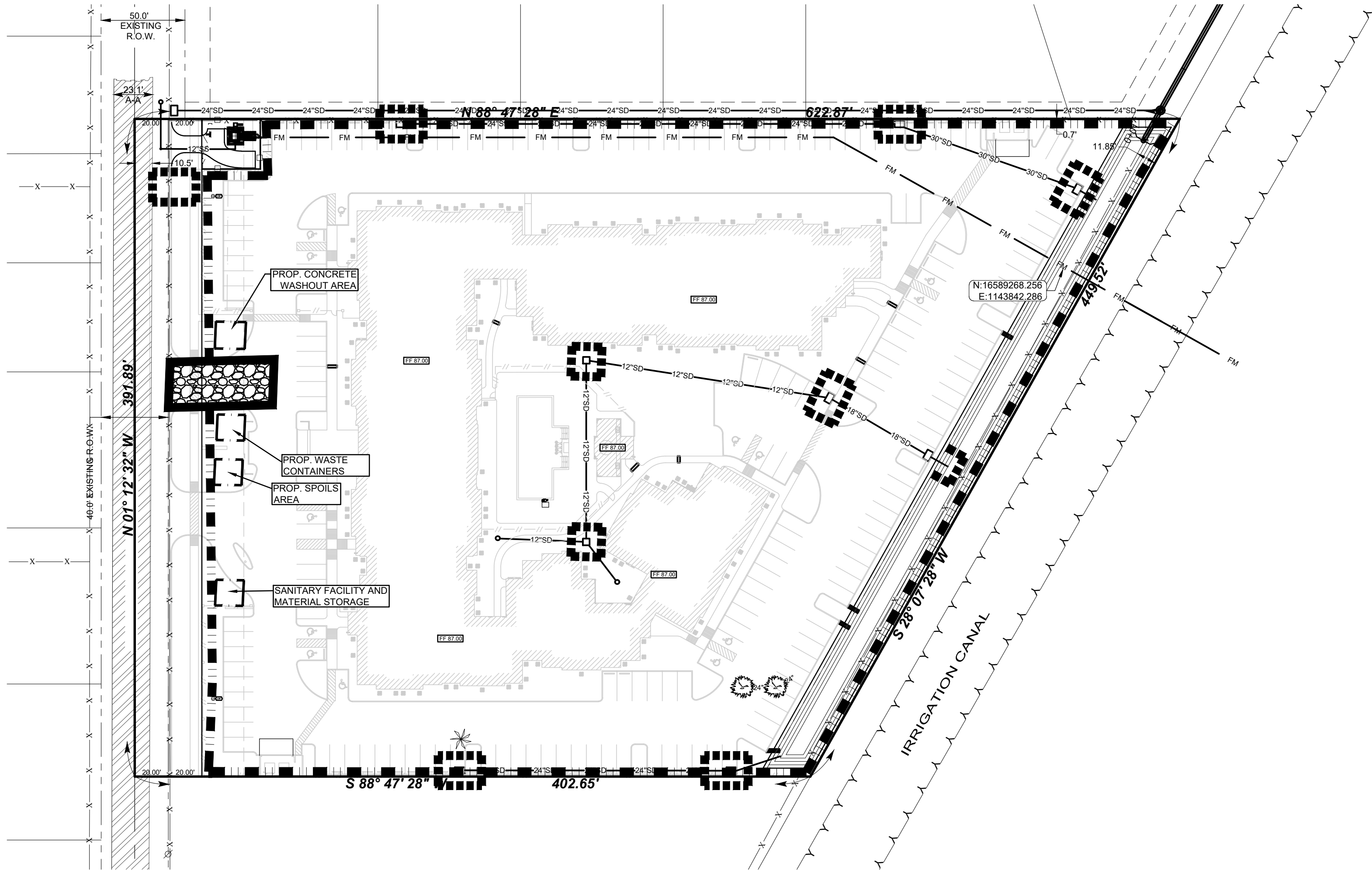


SECTION A-A
BELOW GRADE SYSTEM

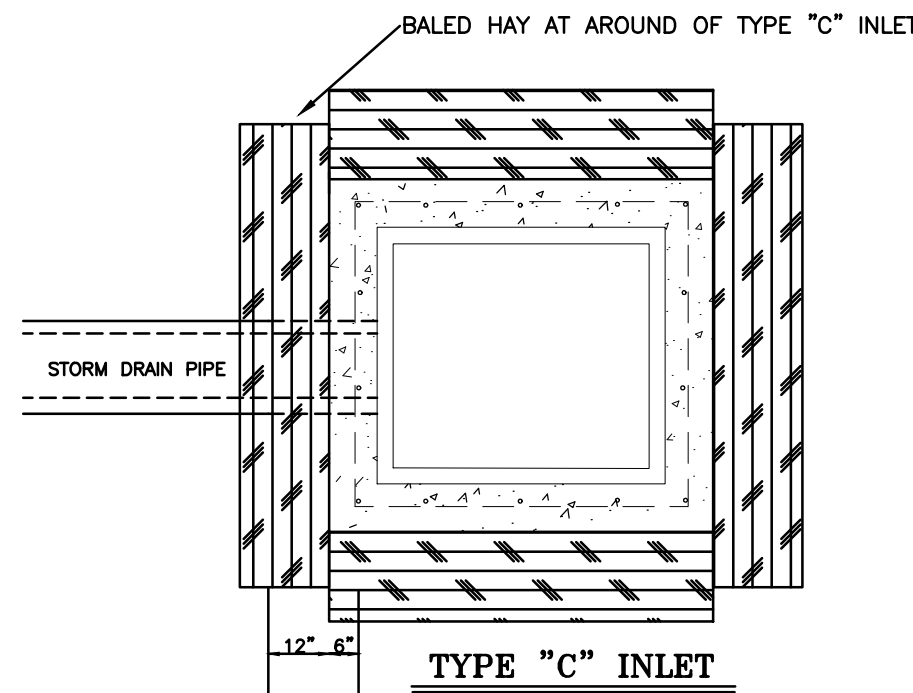


SECTION A-A
ABOVE GRADE SYSTEM

CONCRETE WASH OUT



TYPE "A" INLET



TYPE "C" INLET



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2263
From: Joe Pedraza		
Subject: Discussion and consideration to convert King Estates Subdivision – being the 10.00 acres out of Farm Tract 17, West Tract Subdivision, Weslaco, Hidalgo County, Texas, located on Pleasantview Drive just south of Interstate 2 from a public subdivision to a private subdivision and authorize the Mayor to execute any related documents. Possible action (Staffed by Planning and Code Enforcement.) Attachment.		
Background: The final plat for Kings Estates was approved by the City Commission on November 7, 2017 as a public subdivision. The Mylar for Kings Estates was filed for record in Hidalgo County on August 14, 2018 and is recorded as Instrument Number 2944224 of the map records of Hidalgo County, Texas. The developer of the property is requesting that the subdivision become a private gated subdivision. The right-of-ways and gates will be maintained by the subdivision's HOA.		
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: The final plat for Kings Estates was approved by the City Commission on November 7, 2017 as a public subdivision.		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Rebekah De La Fuente Joe Pedraza Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Kings Estates- Request Letter, Kings Estates- Recorded Plat		
Responsibilities upon Approval: Staff will advise the applicant.		



King Estates Weslaco, LLC

PO Box 8
Weslaco, TX 78599
808-202-7962

January 7, 2019

Rebekah De La Fuente, Senior Planner
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596-6158

RE: King Estates – Request for Private/Gated Subdivision

Dear Ms. De La Fuente:

On behalf of the owner, King Estates Weslaco, LLC, we respectfully request for this King Estates as recorded in Instrument Number 2944224 to be a private and gated subdivision which the HOA agrees to maintain the roads, gates and street lights. All roads and gates were built to City of Weslaco Fire Department specifications.

Your consideration to these requests is greatly appreciated. If you have any questions and/or want to discuss further, please feel free to call us at 381-0981.

Respectfully,

King Estates Weslaco, LLC
Fred Perez, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

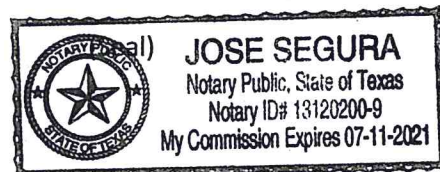
This instrument was acknowledged before me on this 14th day of February, 2019,
by Fred Perez, Managing Member of King Estates Weslaco, LLC.

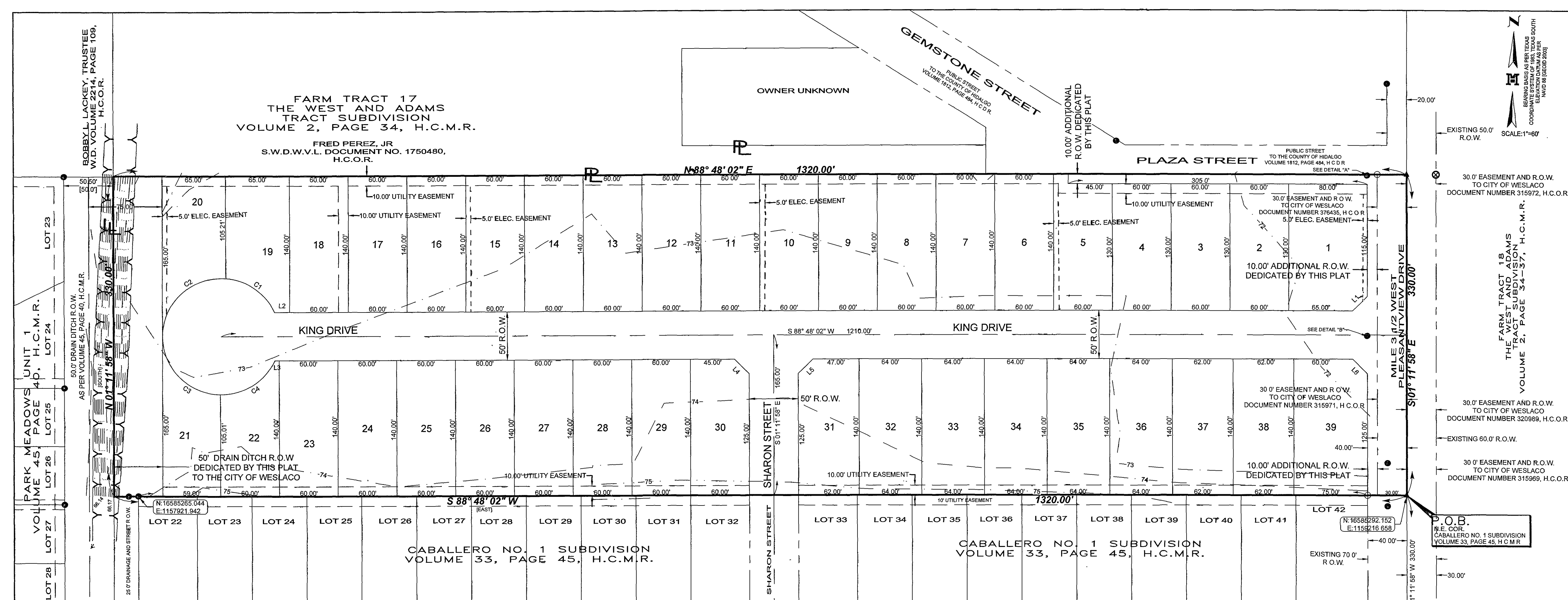
Notary Public, State of Texas

RECEIVED

FEB 14 2019

Planning &
Code Enforcement Dept.





STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS THE "KING ESTATES 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, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

KING ESTATES WESLACO, LLC
FRED PEREZ, JR., MANAGING MEMBER
1200 E. MILE 9 W
DONNA, TX. 78537

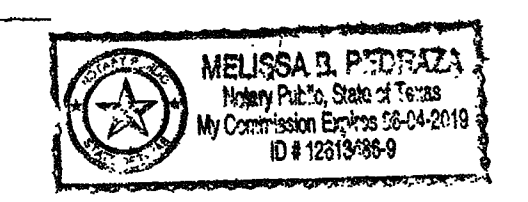
DATE: 6/6/18

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED FRED PEREZ AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF June, 2018.

Maria B. Padua
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

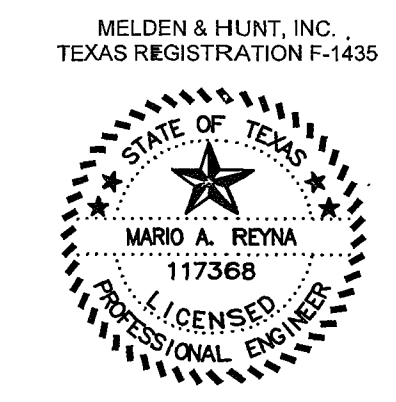


STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATE PREPARED: 09/22/16
ENGINEERING JOB # 17122.00

MARIO A. REYNA, PROFESSIONAL ENGINEER NO. 117368
STATE OF TEXAS



PLAT OF KING ESTATES SUBDIVISION

BEING A RESUBDIVISION
10.00 ACRES OUT OF FARM TRACT 17,
THE WEST AND ADAMS TRACTS SUBDIVISION
VOLUME 2, PAGES 34-37, H.C.M.R.
CITY OF WESLACO
HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

BEING A RESUBDIVISION OF 10.00 ACRES SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, BEING PART OR PORTION OUT OF FARM TRACT 17, THE WEST AND ADAMS TRACT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, HIDALGO COUNTY MAP RECORDS, SAID 10.00 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET (NORTHING: 15585232.152, EASTING: 1159216.658) AT THE NORTHEAST CORNER OF CABALLERO NO. 1 SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 33, PAGE 45, HIDALGO COUNTY MAP RECORDS AND BEING WITHIN THE EXISTING ROAD RIGHT-OF-WAY OF MILE 3 1/2 WEST-PLEASANTVIEW DRIVE, WHEREAS SAID NORTHEAST CORNER BEARS N 01° 11' 58" W A DISTANCE OF 330.00 FEET FROM THE SOUTHEAST CORNERS OF SAID FARM TRACT 17 AND CABALLERO NO. 1 SUBDIVISION, FOR THE SOUTHEAST CORNER OF THIS TRACT;

1. THENCE, S 88° 48' 02" W [EAST RECORDED MAP CALL] ALONG THE NORTH LINE OF SAID CABALLERO NO. 1 SUBDIVISION, AT A DISTANCE OF 30.00 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF MILE 3 1/2 WEST-PLEASANTVIEW DRIVE, AT A DISTANCE OF 40.00 FEET PASS A NO. 4 REBAR FOUND FOR THE HEREBY PROPOSED WEST RIGHT-OF-WAY LINE OF MILE 3 1/2 WEST-PLEASANTVIEW DRIVE AND AT THE NORTHEAST CORNER OF LOT 42, OF SAID CABALLERO NO. 1 SUBDIVISION, AT A DISTANCE OF 1,250.00 FEET PASS A NO. 4 REBAR FOUND (NORTHING: 16585265.044, EASTING: 1157921.942) AT THE NORTHWEST CORNER OF LOT 22, OF SAID CABALLERO NO. 1 SUBDIVISION AND CONTINUING A TOTAL DISTANCE OF 1,320.00 FEET TO THE WEST LINE OF SAID FARM TRACT 17 AND THE EAST LINE OF PARK MEADOWS UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 45, PAGE 40, HIDALGO COUNTY MAP RECORDS, FOR THE SOUTHWEST CORNER OF THIS TRACT;
2. THENCE, N 01° 11' 58" W [SOUTH RECORDED MAP CALL] ALONG THE WEST LINE OF SAID FARM TRACT 17 AND THE EAST LINE OF SAID PARK MEADOWS UNIT 1, A DISTANCE OF 330.00 FEET TO THE NORTHEAST CORNER OF SAID PARK MEADOWS UNIT 1, FOR THE NORTHWEST CORNER OF THIS TRACT;
3. THENCE, N 88° 48' 02" E AT A DISTANCE OF 1,250.00 FEET PASS THE HEREBY PROPOSED WEST RIGHT-OF-WAY LINE OF MILE 3 1/2 WEST-PLEASANTVIEW DRIVE, AT A DISTANCE OF 1,300.00 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF MILE 3 1/2 WEST-PLEASANTVIEW DRIVE, CONTINUING A TOTAL DISTANCE OF 1,320.00 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF FARM TRACT 17, FOR THE NORTHEAST CORNER OF THIS TRACT;
4. THENCE, S 01° 11' 58" E ALONG THE EAST LINE OF FARM TRACT 17 AND BEING WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 3 1/2 WEST-PLEASANTVIEW DRIVE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.00 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES & RESTRICTIONS

1. PROPOSED SETBACKS:
FRONT: 25 FEET;
REAR: 25.00' OR EASEMENT WIDTH WHICHEVER IS GREATER
SIDE: 6.00' OR EASEMENT WIDTH WHICHEVER IS GREATER
SIDE CORNER: 10.00' OR EASEMENT WIDTH WHICHEVER IS GREATER
2. THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
3. FLOOD ZONE DESIGNATION: ZONE "X" UNSHADED AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. COMMUNITY-PANEL NUMBER: 480334 0450 C MAP REVISED: JUNE 6, 2000.
4. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
5. BENCH MARK 1:
6. NO BUILDING IMPROVEMENTS SHALL BE PERMITTED ON OR WITHIN ANY EASEMENT IN THIS SUBDIVISION.
7. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 35,789 CUBIC-FEET OR 1.085 ACRE-FEET. AN APPROVED STORM WATER DETENTION PLAN WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
8. 5' SIDEWALK ALONG MILE 3 1/2 WEST (PLEASANTVIEW DRIVE) SHALL BE REQUIRED AT DEVELOPMENT STAGE
9. FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
10. FOLLOW STREET LIGHT ORDINANCE AS PER CITY REQUIREMENTS.
11. STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.
12. INTERIOR SIDEWALK WILL BE REQUIRED AT BUILDING PERMIT STAGE
13. NO ACCESS WILL BE ALLOWED ONTO PLAZA STREET OR GEMSTONE STREET.
14. ALL INTERIOR LOT CORNERS ARE SET BY NO. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT.
15. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.

LEGEND

- FOUND NO. 4 REBAR
- SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ▲ FOUND COTTON PICKER SPINDLE
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- N.E. COR. - HIDALGO COUNTY OFFICIAL RECORDS
- P.O.B. - POINT OF BEGINNING
- R.O.W. - RIGHT-OF-WAY
- S.W.D.W.V.L. - SPECIAL WARRANTY DEED WITH VENDOR'S LIEN
- S.E. COR. - SOUTHEAST CORNER
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- N.T.S. - NOT TO SCALE
- SUBD. - SUBDIVISION
- [] - RECORDED MAP CALLS
- LP - LOT LINE
- RP - PROPERTY LINE

Line Table		
Line #	Direction	Length
L1	S 43° 48' 02" W	21.21'
L2	S 88° 48' 02" W	15.44'
L3	N 88° 48' 02" E	4.44'
L4	S 46° 11' 58" E	21.21'
L5	N 43° 48' 02" E	21.21'
L6	S 46° 11' 58" E	21.21'

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	63.47'	60.00'	060° 36' 25"	N56° 07' 38"W	60.55'	35.07'
C2	99.24'	60.00'	094° 46' 08"	S48° 11' 06"W	88.31'	65.21'
C3	93.24'	60.00'	089° 02' 02"	S45° 42' 59"E	84.13'	59.00'
C4	69.47'	60.00'	056° 20' 31"	N56° 35' 45"E	65.66'	39.22'

Lot Area Table			Lot Area Table		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	10,287.60	0.236	21	6,968.26	0.160
2	7,800.08	0.179	22	6,992.55	0.161
3	7,800.08	0.179	23	8,400.00	0.193
4	7,800.08	0.179	24	8,400.00	0.193
5	7,950.01	0.183	25	8,400.00	0.193
6	8,400.00	0.193	26	8,400.01	0.193
7	8,400.00	0.193	27	8,400.01	0.193
8	8,400.00	0.193	28	8,400.01	0.193
9	8,400.00	0.193	29	8,400.01	0.193
10	8,400.00	0.193	30	8,287.63	0.190
11	8,400.00	0.193	31	8,567.51	0.197
12	8,400.00	0.193	32	8,960.02	0.206
13	8,400.00	0.193	33	8,960.02	0.206
14	8,400.00	0.193	34	8,960.02	0.206
15	8,400.00	0.193	35	8,960.02	0.206
16	8,400.00	0.193	36	8,960.02	0.206
17	8,400.00	0.193	37	8,680.02	0.199
18	8,400.00	0.193	38	8,680.02	0.199
19	7,902.20	0.181	39	10,387.64	0.238
20	7,598.62	0.174			

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 §402.11 (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. JESIN, P.E., C.E.M.
GENERAL MANAGER

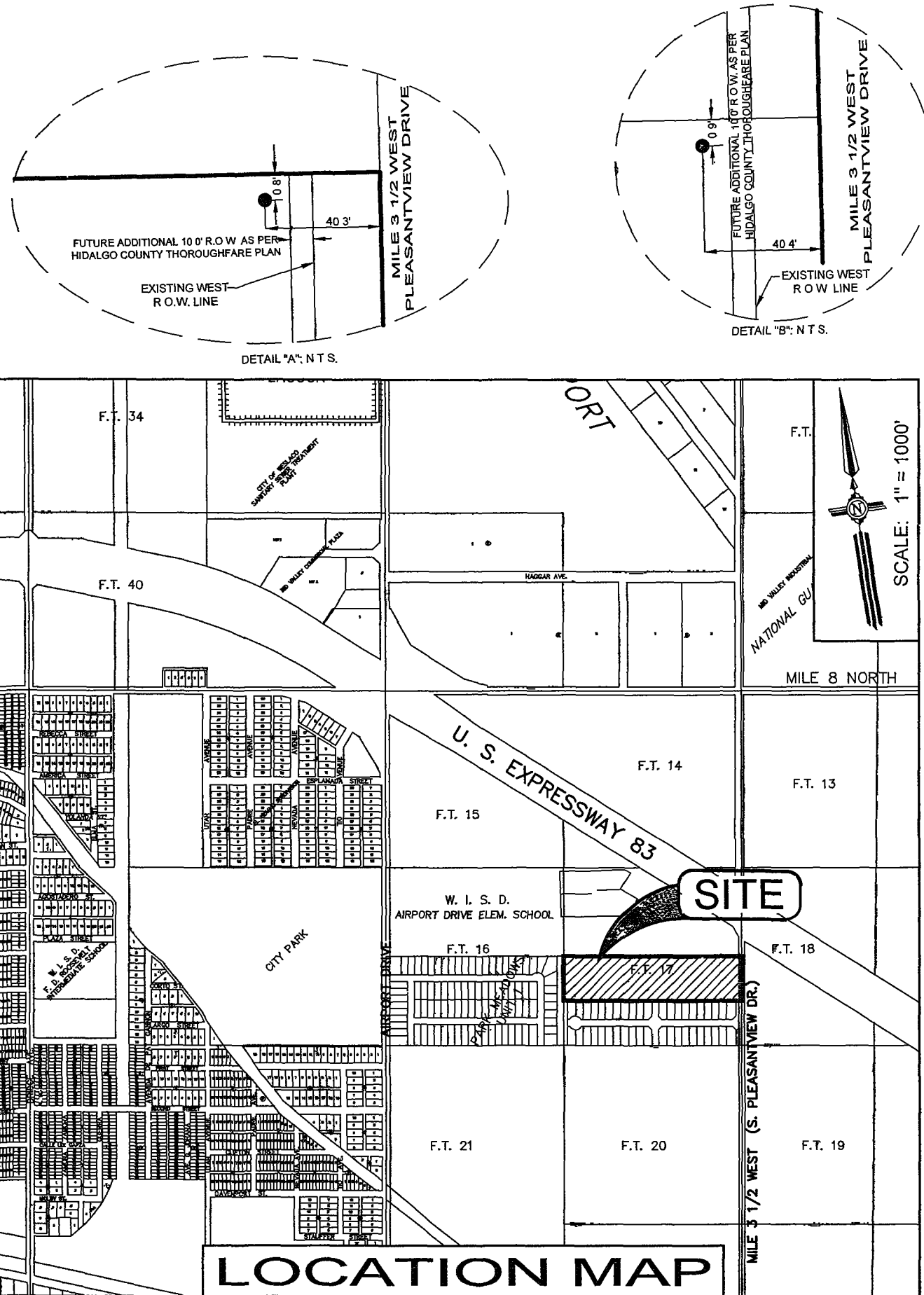
CERTIFICATION OF HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9,
DATED THIS 19th DAY OF June, 2018.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.C.I.D. #9 RIGHTS-OF-WAY OR EASEMENT WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OR 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. H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR DRAINAGE / DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, H.C.C.I.D. #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. H.C.C.I.D. #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



M MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

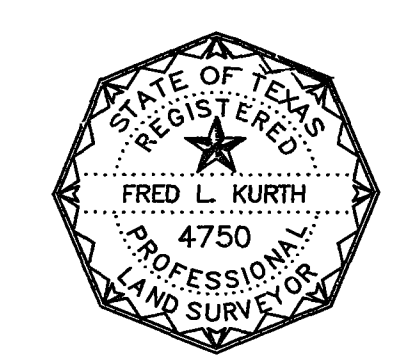
DRAWN BY: C.P. DATE: 05-20-17
SURVEYED, CHECKED: DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH, THE UNDERSIGNED, A 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.

DATE SURVEYED: 07/10/17
T-1001, PG. 73
SURVEY JOB # 17668.08

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR NO. 4750
STATE OF TEXAS



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

APPROVED THIS DAY OF 8/16, 2018.

CHAIRPERSON, PLANNING AND ZONING COMMISSION

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: 08/16/18

CITY CLERK DATE: 08/16/18



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

ON: 8-24-18 AT 2:13 AM (PM)
INSTRUMENT NUMBER: 2944224
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: Deputy



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2211
From:		
Subject: Discussion and consideration to approve Resolution No. 2019-36 adopting the 2019 Work Plan and Budget for Year 32 of the Urban County Program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background: The Public Hearing for Needs Assessment was held in October 2018. The preliminary work plan identified the need to fund the replacement of water lines and related improvements in the Weslaco Original Townsite, and to provide an allotment for senior services to be provided by the Amigos del Valle. The final work plan was modified only to add sewer work due to the needs of the area.		
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):		
Efrain Tafolla	Created/Initiated	
Benjamin Worsham	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: R2019-36 Urban County, CDBG Work Plan		
Responsibilities upon Approval:		

RESOLUTION NO. 2019-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS
ADOPTING THE 2019 WORK PLAN AND BUDGET FOR A YEAR THIRTY-TWO (32)
URBAN COUNTY PROGRAM

WHEREAS, the City of Weslaco is participating in the Urban County Program; and

WHEREAS, the City of Weslaco conducted a Public Hearing on **October 16, 2018** at 6:00 P.M.
at the Weslaco City Hall to solicit public input on community needs in compliance with CDBG
requirements;

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

The Urban County work plan and budget for Year Thirty-Two (32) 2019 is hereby adopted as
follows:

Year 32

<u>PROGRAM ACTIVITY</u>	<u>BUDGET</u>
General Administration	\$3,000.00
Water/Sewer Improvements	\$287,584.00
Senior Services – Amigos del Valle	<u>\$5,000.00</u>
TOTAL	\$295,584.00

PASSED, APPROVED AND ADOPTED THIS THE 19TH DAY OF FEBRUARY 2019

David Suarez, Mayor

Attest:

Aida Vega, Interim City Secretary

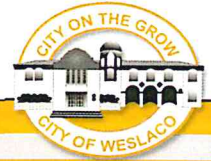
APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

KEY

■ Amendments ■ Surplus Funding
 ■ Recaptured ■ Forfeited

2019	WESLACO	\$295,584.00
21A Exempt 58.34(a)(3)	GENERAL PROGRAM ADMINISTRATION Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating project activities and related eligible activities. Location: City Hall 255 S. Kansas Street, Weslaco, TX 78596	\$3,000.00
03J Cat. Excluded Not Subj. to 58.35 (b)(7)	WATER/SEWER IMPROVEMENTS Project consists of water/sewer improvements of a multi-year funded project for the replacement of sewer lines and water lines at several alleys and streets. Project will also include but not limited to adjacent/abutting alleys/streets within the same general vicinity, all related appurtenances, professional engineering services, geotechnical and material testing fees, etc. Project environmentally cleared in FY 2015. Location: 1) Alley: between S. Illinois Ave. and S. Iowa Ave. (from E. 5th Street to E. 6th Street) 2) Alley: between S. Iowa Ave. and S. Tennessee Ave. (from 7th Street and 8th Street) 3) Alley: Between 7th Street and 8th Street (between S. Tennessee Ave and S. Florida Ave.) 4) Alley: Between S. Oregon Ave. and S. Florida Ave. (from the alley between 7th Street and 8th Street to 8th Street) , Weslaco, TX 78596 Census Data: 227.01(01) National Objective: 53.89% LMA Goal Outcome Indicator: 900 Beneficiary Type: People	\$287,540.00
05A Exempt 58.34(a)(4)	SENIOR SERVICES – Amigos Del Valle Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the City of Weslaco. Location: Casa de Amigos V: 1201 W. 6 th St., Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	\$5,000.00



Opinion of Probable Cost

PLANNING AND CODE ENFORCEMENT DEPARTMENT

ENGINEERING DIVISION

Item	Location	Item	Description		Unit	Price per Unit	Estimated Quantity	Estimated Amount	Basis of Pricing
CONSTRUCTION COST									
CDBG Waste Water Improvements Cost Estimate									
Sanitary Sewer Improvements									
2	Alley: Between S. Iowa Ave. and S. Tennessee Ave. (from 7th Street and 8th Street)	1	Pre/Post Video Investigation		LF	\$ 12.00	650	\$ 7,800.00	Estimate
		2	Manhole Rehabilitation		EA	\$ 7,800.00	3	\$ 23,400.00	Estimate
		3	8" Cure-In-Place Pipe		LF	\$ 75.00	650	\$ 48,750.00	Estimate
		4	Service Reconnection		EA	\$ 1,650.00	9	\$ 14,850.00	Estimate
		5	New Ring and Cover		LF	\$ 1,500.00	3	\$ 4,500.00	Estimate
		6					\$ -		
		TOTAL:							\$ 99,300.00
1	Alley: Between S. Illinois Ave. and S. Iowa Ave. (from E. 5th Street to E 6th Street)	1	Pre/Post Video Investigation		LF	\$ 12.00	600	\$ 7,200.00	Estimate
		2	Manhole Rehabilitation		EA	\$ 7,800.00	3	\$ 23,400.00	Estimate
		3	8" Cure-In-Place Pipe		LF	\$ 75.00	600	\$ 45,000.00	Estimate
		4	Service Reconnection		EA	\$ 1,650.00	12	\$ 19,800.00	Estimate
		5	New Ring and Cover		EA	\$ 1,500.00	3	\$ 4,500.00	Estimate
		6					\$ -		
		TOTAL:							\$ 99,900.00

Sanitary Sewer Improvements Total \$ 199,200.00

CDBG Waste Water Improvements Cost Estimate									
Water Improvements									
3&4	Alley: Between Iowa Ave. and Tennessee Ave and Oregon Ave. and S. Florida Ave. and 7th St. and 8th St	1	8" PVC DR-18 C-900 w/fittings		LF	\$ 32.00	994	\$ 31,808.00	Estimate
		2	8" Gate Valve w/Box		EA	\$ 1,700.00	4	\$ 6,800.00	Estimate
		3	8" Tee(MJ)		EA	\$ 1,100.00	4	\$ 4,400.00	Estimate
		4	Water Line Pavement Section		SY	\$ 8.00	563	\$ 4,504.00	Estimate
		5	5' Pavement Trench Repair		LF	\$ 3.00	994	\$ 2,982.00	Estimate
		6	Replace Existing Water Service		LS	\$ 374.00	14	\$ 5,236.00	Estimate
		TOTAL:							\$ 55,730.00

Water Improvements Total \$ 55,730.00

WATER AND WASTE WATER IMPROVEMENTS BASE BID PHASE 1 TOTAL \$ 254,930.00

Professional Services

Professional Services						
Engineering	Engineering/Surveying		%	10%	\$ 25,493.00	Estimate
Material Testing	Material Testing		LS	\$ 6,000.00	1	\$ 6,000.00
TOTAL					\$ 31,493.00	Estimate

TOTAL PROJECT COST ESTIMATE \$ 286,423.00

CITY OF WESLACO

WORKPLAN PROJECT SHEET

FISCAL YEAR 32 (2019)

Project Name: City of Weslaco Sanitary Sewer and Water Replacement

Proposed Budget: 286,423.00

Matrix Code: _____

National Objective:

(Check One)

✓ Benefits Low/Moderate Income
 _____ Prevention/Elimination of Slum & Blight
 _____ Meets an Urgent Need

Project Description: Project consist of water/sewer line improvements of a multi-funded your project for the replacement of water and sewer lines at several alleys along S. Iowa Ave./S. Tennessee Ave./8th Street and S. Oregon Ave. Related appurtenances, professional engineering services, geotechnical and material testing fees, etc.

Project Location: 1) Alley: between S. Illinois Ave. and S. Iowa Ave. (from E. 5th Street to E. 6th Street)
2) Alley: between S. Iowa Ave. and S. Tennessee Ave. (from 7th Street and 8th Street)
3) Alley: Between 7th Street and 8th Street (between S. Tennessee Ave and S. Florida Ave.)
4) Alley: Between S. Oregon Ave. and S. Florida Ave. (from the alley between 7th Street and 8th Street to 8th Street)

SECTION II

Primary Purpose: (Check One)

<u>_____</u> Help the Homeless	<u>_____</u> Helps Persons with HIV/AIDS
<u>_____</u> Help persons with Disabilities	<u>_____</u> Address Public Housing Needs
<u>✓</u> Not Applicable	

Priority Need Category: (Check One)

<u>_____</u> Rental Housing	<u>_____</u> Public Facility
<u>_____</u> Owner Occupied Housing	<u>✓</u> Infrastructure
<u>_____</u> Economic Development	<u>_____</u> Public Service
<u>_____</u> Plannign/Adminstration	<u>_____</u> Other

If Public Services: (Number of Beneficiaries)

<u>_____</u> Youth	<u>132</u>	People (General)
<u>_____</u> Elderly		

If Housing- No. of Units: _____

If Facilities No. of Facilities: _____

SECTION III

Specific Objectives: (Check all that apply)

Improved access to affordable owner housing for minorities

Increase number of homeless persons moving into permanent housing

End chronic homelessness

✓

Improve the services to low/mod income persons

Improve quality/increase quantity of neighborhood facility for low-income persons

✓

Improve quality/increase quantity of public improvements for low-income persons

Remediate and re-develop brownfields

Improve economic opportunities for low income persons

Proposed Outcome:

Funds will be used to replace waterlines in areas with aged infrastructure that will improve the water pressure and reduce the amount of water line breaks

Will CDBG funds be leveraged?

Yes

✓

No

If yes... List all funding sources and amounts

1

Amount:

2

Amount:

3

Amount:

4

Amount:

SECTION IV

(MUST INCLUDE WITH WORKPLAN)

Infrastructure Projects

✓

City Map

✓

Flood Zone Map

✓

Project Site Photos

Public Service (Sub-recipients)

Sub Recipient Agency Letter

Beneficiary Count

List of Minor Equip./Supplies

SECTION V

CERTIFICATION OF COMPLETION

DOES THE PROPOSED PROJECT MEET A NATIONAL OBJECTIVE?

✓

YES

NO

COMPLETED BY: Benjamin Worsham

TITLE: Planning Director / City Engineer

*****FOR UCP STAFF USE ONLY*****

BENEFITS LOW/MODERATE INCOME

CENSUS YEAR: 2010

CENSUS TRACT NUMBERS

227.01
1
1
1
1
1
1
1

1
1
1
1
1
1
1
1

2
2
2
2
2
2
2
2

BLOCK GROUPS (CIRCLE ALL THAT APPLY)

3
3
3
3
3
3
3
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5
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6

TOTAL NUMBER OF PERSONS BENEFITING 900

TOTAL NUMBER OF LOW/MOD PERSONS BENEFITING 485

TOTAL LOW/MOD PERCENTAGE 53.89%

FORMULA: {TOTAL LOW/MOD PERONS / TOTAL NUMBER OF PERSONS= LOW/MOD % }

DOES THE PROPOSED PROJECT MEET THE REQUIREMENTS FOR LMA NATIONAL OBJECTIVE?

✓ YES NO

PREVENTION / ELIMINATION OF SLUM & BLIGHT

OBVIOUS BLIGHT:

1. ACTIVITY ON AN AREA BASIS:

A. Meets State/Local Definition (attache copy) (# of pages attached)

B. Slum/Blight Designated Ordinance # DATE:

C. % of total Structures Non Rehabilitable:

2. ACTIVITY ON A SPOT BASIS:

LIST LOCATION (NOT LOCATED IN AN IDENTIFIED SLUM/BLIGHT AREA)

3. Activity on an Urban Renewal Area: (LIST LOCATION)

DOES THE PROPOSED PROJECT MEET THE REQUIREMENTS FOR SLUM & BLIGHT NATIONAL OBJECTIVE?

 YES ✓ NO

*****FOR UCP STAFF USE ONLY*****

MEETS AN URGENT NEED (ACT OF NATURE)

CERTIFICATION OF SERIOUS / IMMEDIATE THREAT:

DATE OF OCCURANCE: _____

DOCUMENTATION OF DENIAL OF RESOURCES FOR OTHER APPROPRIATE SOURCES:

DOES THE PROPOSED PROJECT MEETS AN URGENT NEED NATIONAL OBJECTIVE?

_____ **YES** ☒ **NO**

ELIGIBILITY CERTIFICATION
MEETS ALL REQUIREMENTS OF A NATIONAL OBJECTIVE

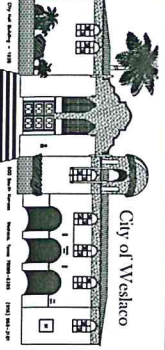
URBAN COUNTY PROGRAM COORDINATOR

DATE

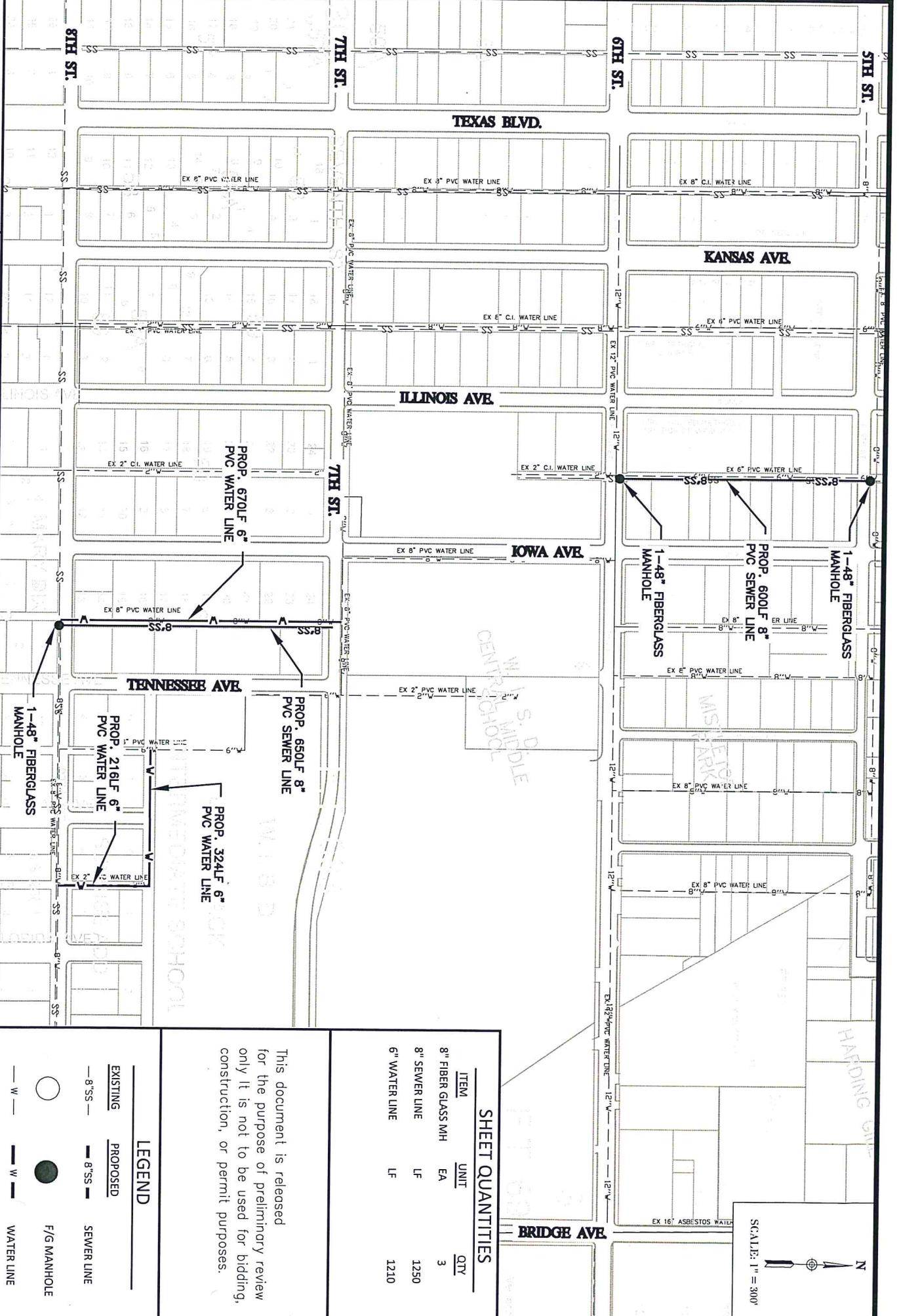
APPROVAL TO INCLUDE IN WORKPLAN

URBAN COUNTY PROGRAM DEPUTY DIRECTOR

DATE



URBAN COUNTY CDBG
CITY OF WESLACO
WATER AND WASTEWATER LINE IMPROVEMENTS



SCALE: 1" = 300'

SHEET QUANTITIES

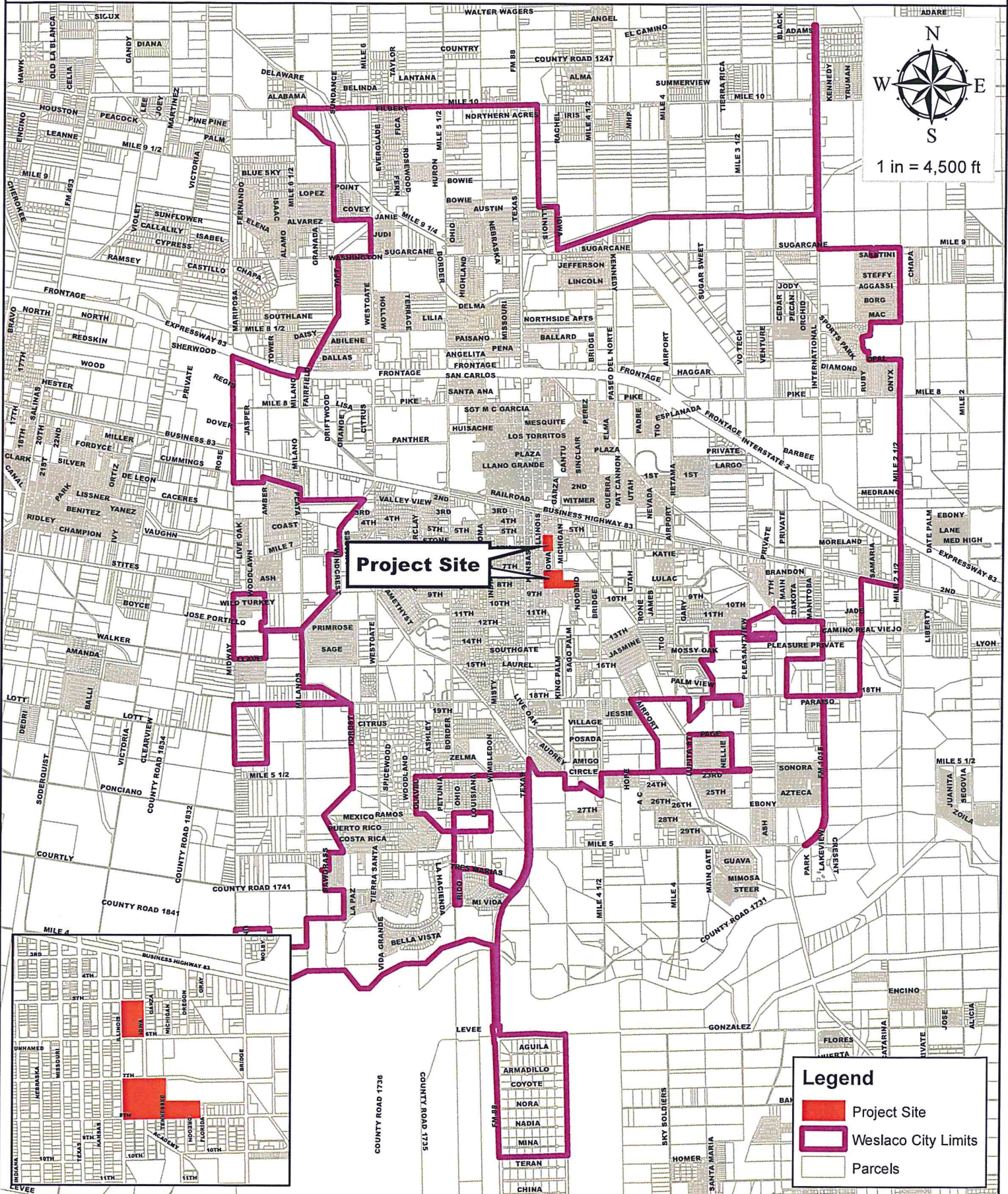
ITEM	UNIT	QTY
8" FIBER GLASS MH	EA	3
8" SEWER LINE	LF	1250
6" WATER LINE	LF	1210

This document is released for the purpose of preliminary review only. It is not to be used for bidding, construction, or permit purposes.

LEGEND

- | | |
|-----------|-------------|
| EXISTING | PROPOSED |
| — 8" SS — | — 8" SS — |
| — W — | — W — |
| ○ | ● |
| | F/G MANHOLE |
| | SEWER LINE |
| | WATER LINE |







APPROXIMATE SCALE
800 0 800 FEET

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF
WESLACO, TEXAS
HIDALGO COUNTY

ONLY PANEL PRINTED

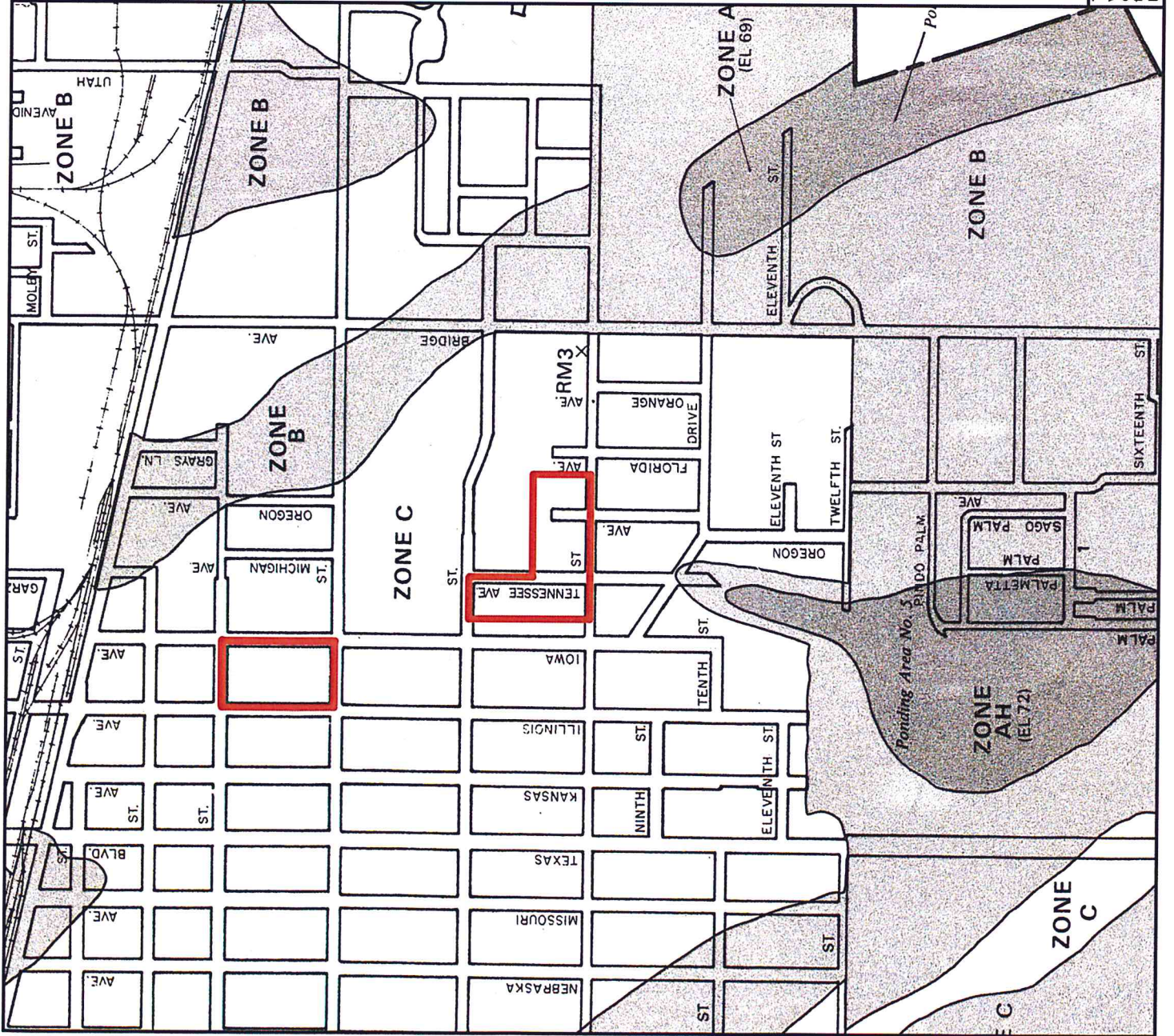
COMMUNITY-PANEL NUMBER
480349 0005 B

EFFECTIVE DATE:
MARCH 4, 1980



U.S. DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT
FEDERAL INSURANCE ADMINISTRATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

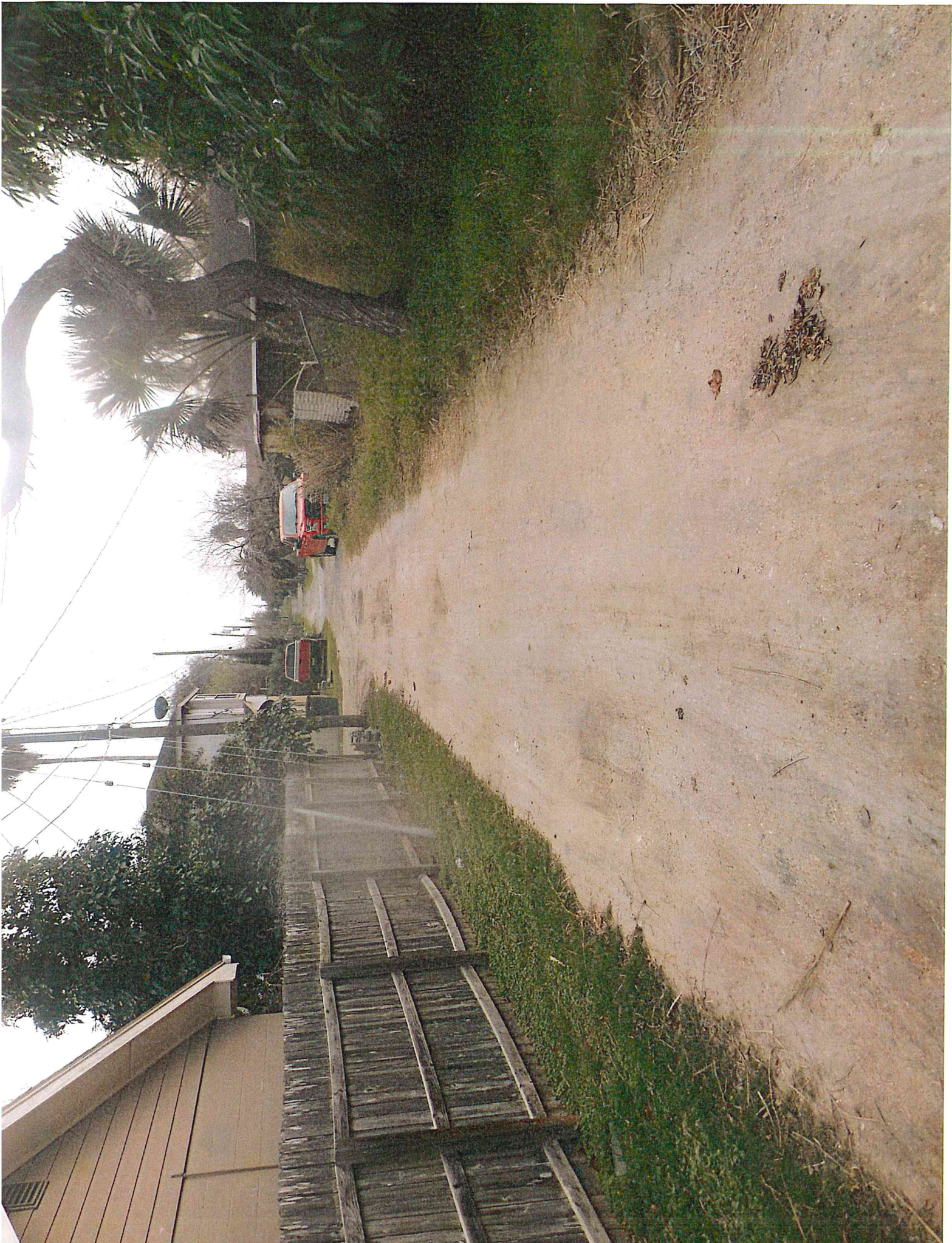




















Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2229
From:		
Subject: Discussion and consideration to approve a Memorandum of Understanding (MOU) with the City of South Padre Island and City of Weslaco for Weslaco Fire Department AmBus operations during Spring Break 2019 at a cost of \$10,500 and authorize the Mayor to execute any related documents. Possible Action. (Staffed by Weslaco Fire-EMS Dept.)		
Background: A six (6) paramedic team staffed AmBus for three 12 hour operational periods March 14, 15, 16, 2019. City of SPI will pay \$10,500 for the 12 hour periods, 3 day operation.		
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):		
Melissa Valdez	Created/Initiated	
Antonio Lopez	Approved	
Mike Perez	Approved	
Sonia Flores	New	
Mike Perez		
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: MOU SPI, 2019 Spring Break WFD AmBus breakdown		
Responsibilities upon Approval:		



**MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND
RESPONSIBILITIES OF THE CITY OF SOUTH PADRE ISLAND AND THE
WESLACO FIRE DEPARTMENT IN REGARDS TO THE PROVISION OF
MOBILE INTENSIVE CARE UNIT AMBULANCES**

This Memorandum of Understanding (MOU) is entered into, by and between the City of South Padre Island, hereinafter referred to as the (SPI), a political subdivision of the State of Texas and Weslaco Fire Department, hereinafter called the (WFD), collectively, (Parties), to define the roles and responsibilities of the Parties in regards to the provision of Mobile Intensive Care Unit (AmBus).

WITNESSETH

WHEREAS, The SPI Fire Department anticipates the potential for increased ambulance coverage during the period from March 14th to March 16th, 2019; and,

WHEREAS, The WFD, a Texas licensed EMS, agrees to make available the AmBus staffed with 6 paramedics; and,

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I. PURPOSE

WFD, a Texas licensed EMS provider' will provide the AmBus (staffed with 6 paramedics) to South Padre Island (SPI), Texas from March 14th to March 16th 2019. If other obligations emerge during this timeframe, SPI will coordinate to the best of its ability and acceptable service provision schedule.

ARTICLE 2. TERM

This MOU shall be in effect from March 14th to March 16th 2019. The MOU may be terminated immediately by either party upon the provision of written notice to the other party.

ARTICLE 3. RESPONSIBILITIES OF CITY

- A. SPI Fire Chief will coordinate the appropriate work schedules between WFD and the SPIFD.
- B. SPI will allow WFD personnel to utilize SPIFD facilities to rest during downtime.
- C. SPI will provide one portable radio (if necessary) for communication between SPIFD command, the EOC, and SPI Dispatch.
- D. Pursuant to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), SPI will make payment within thirty (30) days of the City's receipt of the invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

ARTICLE 4. RESPONSIBILITIES OF WFD

- A. WFD will provide the AmBus staffed with Paramedic personnel to be utilized at the discretion of the SPIFD.
- B. The AmBus will be available to respond to any request for service within SPI.
- C. The AmBus will cover 8 to 10 hour shifts as set by the SPIFD.
- D. WFD will be responsible for fuel, repairs, and supplies used while providing service to the city.
- E. WFD will invoice SPI at the rate of \$3,500 per day for the staffed AmBus.

ARTICLE 5. INSURANCE OF THE PARTIES

- A. Evidence of Insurance for SPI attached as Exhibit A, if required.
- B. Evidence of Insurance for WFD attached as Exhibit B, if required.

ARTICLE 6. INDEMNITY

WFD shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and

against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this MOU but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by WFD or WFD's agent, consultant under contract, or another entity over which WFD exercises control (whether active or passive) of WFD or its employees, agents or sub-contractors (collectively referred to as "Indemnitors") (ii) the failure of WFD to comply with any of the paragraphs herein or the failure of WFD to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this MOU. WFD expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of WFD, or any of its sub-contractors, as provided above, for which WFD's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require WFD to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee's own negligence or willful misconduct. Any and all indemnity provided for in this MOU shall survive the expiration of this MOU and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this MOU but thereafter so long as any liability could be asserted in regard to any acts or omissions of WFD in performing Services under this MOU.

ARTICLE 7. AMENDMENTS

1. Either party can request an amendment to this MOU by giving fourteen (14) days written notice. The amendment becomes effective only by the approval and signature of both parties.
2. All notices pursuant to this MOU shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City:

If to WFD:

ARTICLE 8. GOVERNING LAW

The laws of the State of Texas shall govern this MOU and all obligations hereunder of the parties are performable in South Padre Island, Texas. Venue for any legal proceeding is Cameron County, Texas.

ARTICLE 9. NON-ASSIGNMENT

This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither the City nor WFD shall assign any duty of this MOU, excepting those already identified herein, without written consent of the other.

ARTICLE 10. SEVERABILITY

Should any provisions of this MOU for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 11. RELATIONSHIP OF PARTIES

Nothing contained in this MOU shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this MOU nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this MOU.

ARTICLE 12. ENTIRETY OF MOU

This is the entire MOU between the parties and no modification of this MOU shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CITY OR THE SPIFD HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS MOU,

EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED
BY THE CITY OF SOUTH PADRE ISLAND CITY COUNCIL.

ARTICLE 13. EFFECTIVE DATE

The effective date of this MOU is _____, 2019.

CITY OF SOUTH PADRE ISLAND

WFD

City Manager

ATTEST:

City Secretary

2/13/2019

WESLACO FIRE DEPARTMENT

				FICA TAX	MED TAX	WORK COMP	
				OT RATE	6.20%	1.45%	3.55%
A - SHIFT	1	1895	DAVID CUELLAR	32.42	2.01	0.47	1.15
	2	1960	MARK A VEGA	31.73	1.97	0.46	1.13
	3	1893	JOHN D PENA	30.00	1.86	0.44	1.07
	4	1882	ROBERT R MEDRANO	25.73	1.59	0.37	0.91
	5	1940	JOSE I ZAMORA JR	26.58	1.65	0.39	0.94
	6	1979	ROBERT LEAL	26.13	1.62	0.38	0.93
B - SHIFT	1	1942	MIGUEL MAR	32.07	1.99	0.47	1.14
	2	1972	ROBERT W EDWARDS	27.89	1.73	0.40	0.99
	3	1949	RAFAEL GUTIERREZ	27.93	1.73	0.40	0.99
	4	1993	RON L CATHEY	29.69	1.84	0.43	1.05
	5	1962	AARON A GOMEZ	28.61	1.77	0.41	1.02
	6	1212	LUIS A GARCIA	25.28	1.57	0.37	0.90
C - SHIFT	1	1152	OCTAVIO QUIROZ	26.84	1.66	0.39	0.95
	2	1883	RICARDO REYES	23.19	1.44	0.34	0.82
	3	1880	JUAN A FRANCO	25.64	1.59	0.37	0.91
	4	1907	JUAN PENA JR	29.39	1.82	0.43	1.04
	5	1218	JAIR J LOZANO	25.43	1.58	0.37	0.90
	6	1223	JESUS S SEJA	23.58	1.46	0.34	0.84

RET. 12%	TOTAL:	12 hour ops period	Day total
3.89	39.94	478.68	
3.81	39.09	469.08	
3.60	36.96	443.52	
3.09	31.69	380.28	
3.19	32.75	393	
3.14	32.19	386.28	2550.84
3.85	39.51	390.12	
3.35	34.35	412.2	
3.35	34.41	412.92	
3.56	36.57	438.84	
3.43	35.24	422.88	
3.03	31.14	373.68	2450.64
3.22	33.06	396	
2.78	28.57	342.84	
3.08	31.58	378.96	
3.53	36.20	434.4	
3.05	31.32	375.84	
2.83	29.05	348.6	2276.64



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2017-782	
From:			
Subject: Discussion and consideration to approve Change Order No. 1 from Tri-Gen Construction for a decrease in the amount of \$200,254.65 for the New North Side Fire Station Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)			
Background: As authorized by the City Commission, the City Manager's Office and the Architect began negotiations with Tri-Gen Construction LLC to determine a Best and Final Offer (BAFO). The City Manager's Office and Architect reviewed updated cost estimates, construction documents and construction specifications for areas where costs could be reduced. Based on those negotiations, all parties have agreed to Change Order No.1 - Deduct in the amount of \$200,254.65 from the original approved proposal amount of \$1,539,000.00. The revised contract price and Best and Final Offer (BAFO) will, in an amount not to exceed, be \$1,338,745.35. The BAFO, if approved, will be \$88,745.35 over the proposed project budget of \$1,250,000.00, however, The BAFO does include Bid Alternate No.1 as part of the base price. The project is identified in the City's Five-Year Capital Improvement Plan.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: May 17, 2018 and award date of February 2019.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Andrew Muñoz		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			

Attachments, if any:

Tri-Gen Breakdown, 1709-Ltr-AAA_Recommendation-020819, Ltr_TriGen_Final
Negotiated Price-013119

Responsibilities upon Approval:

Execute a construction contract with Tri-Gen Construction LLC.

Revised 2/6/19 per Andrew request

Best and Final

	\$	1,539,000.00	
asphalt	\$	(24,375.00)	Deduct of LD asphalt. To be performed by City - or added to contract later
	\$	(60,401.25)	Deduct of HD asphalt. To be performed by City - or added to contract later
landscaping amd fencing	\$	(69,775.40)	Deduct of all Fencing, gates and landscaping
part of allowance	\$	(25,000.00)	Reduction of Allowance
Reworked Building Package	\$	(67,000.00)	**Instead of using a turn key sub, GC buy the building and hire a local subcontractor to erect
Deduct in Bonding	\$	(10,000.00)	Deduct in bonding due to lower in contract
Striping	\$	(1,500.00)	Deduct Striping - due to no Asphalt
Meters	\$	(1,500.00)	Deduct meters - meters by owner
Overall other markdowns	\$	(40,000.00)	Other deductions - various price reductions since bid. Sat with vendors and subs
Final Cost	\$	1,239,448.35	

Adding Alternate #1

		NEW PRICE	
Sprinkler	\$	3,720.00	Negotiated alternate addition
Fire Alarm	\$	2,150.00	Negotiated alternate addition
Intrusion	\$	1,985.00	Negotiated alternate addition
Big Ass Fans	\$	20,857.00	Alternate Addition (best price)
Elect	\$	30,000.00	Negotiated alternate addition
	\$	(12,675.00)	****NOTE -- Electrical Schedule has Fixture F1 - which is an ENTREMATI 5 blade 10' fan. **I also have BIG ASS FANS per the addendum in the mechanical section
MECH	\$	3,975.00	Negotiated Install of Big Ass Fans
Plumb	\$	2,788.20	Negotiated alternate addition
Paint	\$	2,500.00	Negotiated alternate addition
Mason rebar	\$	817.00	Negotiated alternate addition
CMU	\$	12,400.00	This amount lessened from original. During meeting we discussed using Metal Building as exterior walls instead of the CMU on the building end. This would also include the door frames
Str Steel	\$	(3,435.00)	Structural steel lessened by not having the Dividing wall from the last "alternate" bay
Overhead Doors	\$	24,516.00	Negotiated price installed.
Dampproofing	\$	6,380.00	Negotiated alternate addition
Bond	\$	3,318.80	Increases due to increase in contract
Final Contract Base and Alternate	\$	1,338,745.35	

February 08, 2019

Mr. Mike R. Perez, City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

VIA: EMAIL

RE: New Northside Fire Station – City of Weslaco
AAA Project Number: 1709

Dear Mr. Perez,

Alvarado Architects & Associates, Inc. has been involved with the negotiations between the City of Weslaco and Tri-Gen Construction in regard to the new Northside Fire Station project for the City of Weslaco. After several meetings, Tri-Gen has agreed to the negotiated price of One Million, Three Hundred Thirty-Eight Thousand Seven Hundred Forty-Five Dollars and Thirty-Five cents (\$1,338,745.35) which includes some Value Engineering and Alternate No. 01 – Additional Bay. Alvarado Architects & Associates, Inc. is in agreement with the changes to the contract / Value Engineering, the negotiated price from Tri-Gen Construction, and we recommend proceeding with the new Northside Fire Station project for the City of Weslaco.

We look forward to working together in developing a successful project with both the City of Weslaco and Tri-Gen Construction. If you have any questions, please contact our office at (956) 464-8258.

Congratulations and best regards,
Alvarado Architects & Associates, Inc.



Erasmo Eli Alvarado, III
Vice President



Tri-Gen Construction, LLC
2900 N. Texas Blvd. Suite 201
Weslaco, Texas 78599
T: 956.447.1048
F: 956.447.2003

February 5, 2019

City of Weslaco
Alvarado Architects

Re: Northside Fire Station

Dear Sirs,

Please be advised that this letter is to confirm that the budget of \$1,338,745.35 is our final proposal for the Northside Fire Station. This will be with negotiated price with the base and the alternate as discussed. This will be with the Electrical, HVAC and Plumbing value engineered. Please note the list of deducts and adjustments that were discussed in our previous meeting. Some of the other adjustments that were made were by shopping some of the brands a bit more and looking for better pricing for this project and its budgetary needs. In various areas we were able to negotiate better pricing for the alternate to be included at this time.

If there are any more questions, please do not hesitate to contact our offices at (956) 447-1048.

Thank you,

J. Gonzalez
Tri-Gen Construction, LLC



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2019-2261	
From:			
Subject: Discussion and consideration on 2017-2018 Street Improvement projects and prioritization list and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega		Created/Initiated	
Olga Garza		Approved	
Pete Garcia		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: FY 17-18 STREET IMPROV. PROPOSED PROJECTS Rev 2.15.19			
Responsibilities upon Approval:			

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
STREET IMPROVEMENT PROJECTS LISTING

Estimated Re-Construction/Overlay Cost

	Street	From	To	Type of Repair	Miles	Sq. Ft.	Hot Mix (Tons)	Cost \$51.40	Caliche (Tons)	Cost \$12.20	MC30 Oil (Gal)	Cost \$5.25	Total Cost	Date of Completion
1	Adams St. (Sugarcane Apartments)	Bridge Ave.	Eisenhower	Reconstruction	0.19	18,000	375	\$ 24,112.50	337	\$ 3,875.50	700	\$ 4,200.00	\$ 32,188.00	6/13/2018
2	Sugarcane Dr. (Section A)	Vo-Tech	West side of IDEA School	Reconstruction	0.19	38,000	528	\$ 27,139.20	533	\$ 6,502.60	700	\$ 3,675.00	\$ 37,316.80	
3	Sugarcane Dr. (Section B)	IDEA School	FM 1015	Reconstruction	0.31	62,700	871	\$ 44,769.40	880	\$ 10,736.00	1155	\$ 6,063.75	\$ 61,569.15	
4	Agostadero St.	Kansas Ave.	Illinois Ave.	Reconstruction	0.05	8,540	119	\$ 6,116.60	240	\$ 2,928.00	214	\$ 1,123.50	\$ 10,168.10	4/12/2018
5	8th St.	East of Airport	to East High School	Reconstruction	0.06	12,160	253	\$ 13,004.20	341	\$ 4,160.20	300	\$ 1,575.00	\$ 18,739.40	3/31/2018
6	2nd St.	Bridge Ave.	Dolores Huerta	Reconstruction	0.13	17,955	249	\$ 12,798.60	504	\$ 6,148.80	466	\$ 2,446.50	\$ 21,393.90	1/24/2018
7	Iowa Ave.	7th St.	8th St.	Reconstruction	0.12	17,136	238	\$ 12,233.20	481	\$ 5,865.20	428	\$ 2,247.00	\$ 20,348.40	1/17/2019
8	Thicket	Cactus Dr.	Dead End	Reconstruction	0.22	32,060	445	\$ 22,873.00	900	\$ 10,980.00	802	\$ 4,210.50	\$ 38,063.50	
9	Pike Blvd. (Phase I)	Section behind Movies 10		Reconstruction	0.09	22,500	313	\$ 16,088.20	631	\$ 7,698.20	315	\$ 1,653.75	\$ 25,440.15	Currently Working on this project
10	Pike Blvd. (Phase II)	Westgate Dr.	Milanos St.	Overlay	0.40	88,620	930	\$ 47,802.00	0	\$ -	886	\$ 4,651.50	\$ 52,453.50	Currently Working on this project
11	Westgate Dr.	Frontage Rd.	Traffic Light @ Blue Wave	Overlay	0.07	31,816	442	\$ 22,718.80	0	\$ -	272	\$ 1,428.00	\$ 24,146.80	
12	Spicewood Dr.	Woodland Dr.	Tanglewood	Overlay	0.10	20,900	290	\$ 14,906.00	0	\$ -	385	\$ 2,021.25	\$ 16,927.25	2/6/2019
13	Woodland Dr.	Tanglewood	Spicewood Dr.	Overlay	0.18	36,100	501	\$ 25,751.40	0	\$ -	665	\$ 3,491.25	\$ 29,242.65	2/7/2019
14	Border Ave.	Frontage Rd.	Delma St.	Overlay	0.38	76,000	1056	\$ 54,278.40	0	\$ -	1400	\$ 7,350.00	\$ 61,628.40	
15	18th St.	Westgate Dr.	Border Ave.	Overlay	0.48	97,128	1349	\$ 69,338.60	0	\$ -	1789	\$ 9,392.25	\$ 78,730.85	
16	Mile 5 1/2 W.	Mile 10 Rd.	700 ft South of Tahoe St.	Reconstruction	0.53	83,880	1165	\$ 59,881.00	2353	\$ 28,706.60	1957	\$ 10,274.25	\$ 98,861.85	
17	Pike Blvd.	Texas Blvd.	Dolores Huerta	Reconstruction	0.61	121,027	1681	\$ 86,403.40	3395	\$ 41,419.00	1100	\$ 5,775.00	\$ 133,597.40	
TOTALS:					4.11	784,522	10,805	\$ 560,214.50	10,595	\$ 129,020.10	13,534	\$ 71,578.50	\$ 760,816.10	

*Schedule is subject to change and weather permitting

GRAND TOTAL: \$ 760,816.10

AMENDED BUDGET \$ 340,000.00



Standardized Agenda Request Form

Date of Meeting: February 19, 2019		Agenda Item No. (to be assigned by CSO): 2018-2175	
From:			
Subject: Discussion and consideration to approve the Interlocal Agreement with the City of Mercedes to provide ambulance billing and associated support services, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The City of Mercedes respectfully requests to engage with the City of Weslaco for professional services, such as ambulance billing services including complete management of the billing process from patient treatment, collection process and account closure. (Staffed by Finance Department.)			
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):			
Aida Vega		Created/Initiated	
Sonia Flores		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve monthly rate of \$3,100 with no additional staffing required with new EMS billing software.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Interlocal Mercedes EMS billing			
Responsibilities upon Approval:			

STATE OF TEXAS § INTERLOCAL AGREEMENT
COUNTY OF HIDALGO §
SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2018, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF MERCEDES** a Home Rule Municipal Corporation, hereinafter referred to as “**MERCEDES**”, located at 400 S. Ohio Ave. Mercedes, Hidalgo County, Texas 78570.

RECITALS

WHEREAS, Mercedes desires to engage with CITY for the provision of certain professional services, therefore CITY and MERCEDES mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

Purpose and Intent: The purpose of this agreement is to provide MERCEDES with ambulance billing and associated support services including Medicare compliance.

- A. The CITY agrees to accept all referred accounts for billing and collection from MERCEDES in a timely and diligent manner. Ambulance billing services includes complete management of the billing process from patient treatment, collection process and to account closure.
- B. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to MERCEDES.
- C. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.
- D. City shall review the required documents supplied by MERCEDES, for completeness and eligibility for billing. If any required documentation is missing, the CITY will request necessary documentation from MERCEDES in writing.
- E. CITY agrees to provide adequate staff to work all referred accounts for the duration of the agreement.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF MERCEDES
, Fire Chief.
400 S. Ohio Ave.
Mercedes, Texas 78570

ii) CITY OF WESLACO
Antonio Lopez, Fire Chief.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from MERCEDES may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

MERCEDES agrees to pay CITY for services contracted herein as follows:

- A. MERCEDES shall pay CITY \$3,100 monthly
- B. CITY shall remit to MERCEDES an invoice by the 10th of each month
- C. MERCEDES shall not be liable for any expenses incurred by the CITY in the collection of accounts.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations.

**SECTION IV
CHOICE OF LAW**

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction shall lie in Hidalgo County, Texas.

**SECTION V
TERM OF AGREEMENT AND TERMINATION**

- A. This Agreement shall be for an initial term of one year, effective _____, 2018 and shall continue in full-force and effect through December 1, 2019.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

**SECTION VI
NON-APPROPRIATIONS**

If MERCEDES cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ~~ten (10)~~ ¹⁴ days written notice to MERCEDES.

**SECTION VII
MEDIATION**

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

IN WITNESS WHEREOF, CITY and MERCEDES have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

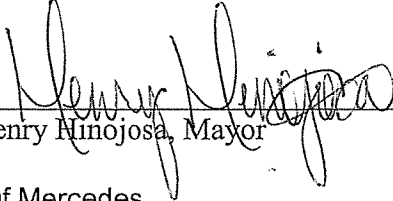
BY: _____
Adelaida Vega, Interim City Secretary

APPROVED AS TO FORM ONLY:

Juan Gonzalez
Attorney at Law

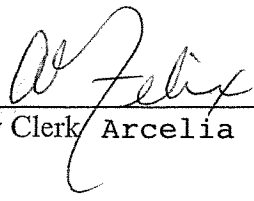
City Attorney

CITY OF MERCEDES

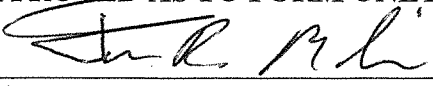
BY:  _____
Henry Hinojosa, Mayor

City Of Mercedes
400 S Ohio Ave.
Mercedes, Texas 78570
956-565-3114

ATTEST:

BY:  _____
, City Clerk Arcelia L. Felix

APPROVED AS TO FORM ONLY:

 _____
, City Attorney Juan R. Molina