A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 5, 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, March 5, 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

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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 purchase self-contained breathing apparatus/bottles under BuyBoard Contract No. 524-17 at a cost of $30,795.00 which was budgeted under fire equipment for fiscal year 2018-2019 and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire Dept.) Attachment

D. 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

E. 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

F. 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

G. Approval on request from the Weslaco Independent School District to place promotional banners publicizing registration at Westgate and Frontage Road 83 and Texas and Pike Blvd and authorize the Mayor to execute any related documents that may be required from the Texas Department of Transportation. (Staffed by the City Manager's Office.) Attachment

H. 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 with **NO MATCH REQUIRED** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment

I. 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 with **NO MATCH REQUIRED** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment

J. 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 with **NO MATCH REQUIREMENT** and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

K. 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 Liaison salary and purchase a laptop and vehicle in an amount not to exceed $52,000.00 with a **20% MATCH REQUIRED** and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

L. 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 with a **29% MATCH REQUIREMENT** and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

M. 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 to outfit vehicle(s) for multi-purpose use in an amount not to exceed $70,000 with **NO MATCH REQUIRED** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment

N. 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 fund overtime pay for the Crime Fusion Intelligence Analyst in an amount not to exceed $15,000 with **NO MATCH REQUIREMENT** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment

O. 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

P. 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

Q. 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

R. Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment

S. Approval to accept 2018-2019 Justice Assistance Grant Program (Grant #3526101) Award in the amount of $72,640.00 for the purchase an evidence collection van with **NO LOCAL MATCH REQUIREMENT** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment

T. Approval of a Memorandum of Understanding between the Weslaco Police Department and the Mercedes Police Department regarding participation in Weslaco's Regional Communication Center and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

U. Approval of a Memorandum of Understanding between the FBI, Texas Department of Public Safety (TXDPS), State Administrator of the National Data Exchange (N-DEX) and the Weslaco Police Department for the application and use of N-Dex information and/or equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

V. Acceptance of the 2018 Racial Profiling Report compiled by the Weslaco Police Department as required by the Texas Code of Criminal Procedure Article 2.132 (Staffed by Police Department.) Attachment

W. Approval to authorize staff to submit a grant to the U.S. Department of Commerce Economic Development Administration (EDA) and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)

V. APPOINTMENTS

A. Discussion and consideration on Resolution 2019-35 appointing a member to an unexpired term to the Economic Development Corporation of Weslaco Board of Directors and authorizing the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.) Attachment

B. Discussion and consideration to approve Resolutions 2019-29 and 2019-37 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

C. 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

D. Discussion and consideration on Resolution 2019-08, 2019-09 and 2019-10 appointing members to the Complete Count Census Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) 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 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

B. Discussion and consideration to approve an Incentive Agreement between Economic Development Corporation of Weslaco and City of Weslaco for drainage improvements in the City's central business district (alley) and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment

C. Discussion and consideration to unseal the sole bid received for Request For Bids No. 2018-19-07, and possibly award bid to the sole bidder, for replacement of Automated Weather Observation System III and authorize the Mayor to execute and related documents. Possible Action. (Staffed by Airport.) Attachment

D. Discussion and consideration to approve the Final Plat for Midway Country Estates– being 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

E. Discussion and consideration to approve the Final Plat for Midway Villas Subdivision– being 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 West Expressway 83 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment

F. 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

G. Discussion and consideration to reduce the Clean Sweep events from twice a year to once a year and to increase the neighborhood sweeps to once a month. Possible action. (Staffed by Planning and Code Enforcement Department.)

H. 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

I. Discussion and consideration to authorize staff to solicit bids for drainage improvements for Merida and Austin Streets and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

J. Discussion and consideration on Memorandum of Understanding between City of Weslaco and Weslaco Independent School District for design, management and construction standards for traffic improvements at Memorial Elementary and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment

K. 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

L. Discussion and consideration on updated 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

M. 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. REPORTS

A. Report by Weslaco Area Chamber of Commerce.

B. Report by Economic Development Corporation of Weslaco.

C. Report by Planning and Code Enforcement.

D. Report by Inframark.

E. Report by Public Works.

F. Report by Weslaco Museum.

IX. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

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

B. 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

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

D. 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.

E. 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.

F. Real Property - Consultation with City Attorney on the purchase of real property legally described as Farm Tract 743, West Adams Addition located on South Texas Blvd South of 18th Street as authorized by §551.072 of the Texas Local Government Code

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

H. 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 §551.72 of the Texas Local Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 1st day of March 2019 at 4:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ 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: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2265
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)**:**	
Aida Vega Aida Vega Mike Perez	Created/Initiated Approved New
City Manager Comments:	
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Tom Murry, First 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, Commissioner, 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: March 5, 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)**:**		
Aida Vega Aida Vega Mike Perez	Created	
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 h 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 property725 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, AMENDINIG 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 Vactor 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 asWestTractW3.67AC-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: March 5, 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 Joe Pedraza Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: BUDGET AMENDMENT- PLANNING, O2019-03 budget amendment animal shelter	
Responsibilities upon Approval:	

CITY OF WESLACO
BUDGET AMENDMENT
FY 2018-19

FUND: **101**

DEPARTMENT: **5511**

BUDGET AMENDMENT # _____

DATE: February 5, 2019

FUND	G/L ACCT #	DESCRIPTIONS	CURRENT BUDGET	INCREASE	DECREASE	REVISED BUDGET
101	4000-535600	ANIMAL SHELTER REVENUES	183,860	19,000		202,860
101	5511-522720	ANIMAL SHELTER	80,000	19,000	-	99,000
			-	-	-	-
			-	-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
				-	-	-
			$ 263,860	$ 38,000	$ -	$ 301,860

(Round up all amounts to the nearest dollar)

Justification:

Estimated revenues will be exceeded due to new and existing animal shelter contracts with neighboring cities.

Department Head Approval **Date**

Finance Director **Date**

City Manager **Date**

Projects under 410-5304-550100

250,000	Paving Streets
90,000	Railroad Crossings
340,000	**Total**

Projects under 410-5304-553120

416,000	MPO Westgate
20,000	Sidewalks/ADA Compliance
10,000	Striping/Cordinating Traffic Signals
50,000	Vactor Truck Rental
496,000	**Total**

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 5h 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: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2272	
From:		
Subject: Approval to purchase self contained breathing apparatus/bottles under BuyBoard Contract No. 524-17 at a cost of $30,795.00 which was budgeted under fire equipment for fiscal year 2018-2019 and authorize the Mayor to execute any related documents. (Staffed by Weslaco Fire Dept.) Attachment.		
Background: purchase of (SCBA) Self Contained Breathing Apparatus/bottles to replace end of life equipment for firefighting, this is currently under 2018-2019 budget.		
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)**:**		
Melissa Valdez Antonio Lopez Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: MetroFire		
Responsibilities upon Approval:		

QUOTE

METRO FIRE
APPARATUS SPECIALISTS, INC.

Number	134106-0
Quote Date	01/09/2019
Page	1

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: WESLACO FIRE DEPARTMENT
119 EAST 5TH STREET
WESLACO, TX 78596

Ship to: WESLACO FIRE DEPARTMENT
901 NORTH AIRPORT DRIVE
WESLACO, TX 78596

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
WES011	JAIME HERNANDEZ	JESSE BREEDLOVE		

Entered By	FOB	Ship Via	Terms
JESSE BREEDLOVE	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Customer/Order Instructions

PRICING PER TEXAS BUY BOARD CONTRACT 524-17, FREIGHT TERMS: DESTINATION.

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
3	3	0	EA	X3 PRO AIR-PAK W/CGA	5500PSI, STD BELT, QC REG DUAL EBSS, PASS W/PAK-TKR 2 PER BOX *	5624.00	16872.00
13	13	0	EA	SCT-200969-01	45 MINUTE, CARBON CYLINDER 5500 PSI	1071.00	13923.00
7	7	0	EA	SCT-200969-01	45 MINUTE, CARBON CYLINDER 5500 PSI	0.00	0.00
1	1	0	EA	BUY BOARD CONTRACT		0.00	0.00

SubTotal	30,795.00
Total	30,795.00

Weslaco Fire/EMS Dept.
PO #: 19-01967
Budget Code #: 101-5206-548050
FEB 14 2019
Unit #:_____ Station:_____
Other :_____
Authorized By:_____

QUOTE GOOD FOR 45 DAYS

Phone: 800.695.2919
Email:
info@buyboard.com

Vendor Contract Information

Back

Vendor Name:	Metro Fire Apparatus Specialists, Inc.
Address:	1745 Parana Dr. Houston, TX 77080
Phone Number:	(713) 692-0911
Email:	aking@mfas.com
Website:	http://www.mfas.com/metro/default.asp
Federal ID:	76-0598763
Contact:	Andy King
Accepts RFQs:	Yes
Minority Owned:	No
Women Owned:	No
Service-Disabled Veteran Owned:	No
EDGAR Forms Received:	Yes
No Israel Boycott Certificate:	No
No Excluded Foreign Terrorist Orgs:	No
Contract Name:	Public Safety and Firehouse Supplies and Equipment
Contract#:	524-17
Effective Date:	04/01/2017
Expiration Date:	03/31/2020
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Pre-paid and added to invoice
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Texas
Additional Info:	EDGAR Vendor Certification Form (relating to 2 CFR Part 200 & Appendix II) Vendor response document, and can be found in the Vendor Proposal File lin page.
Quote Reference Number:	524-17
Return Policy:	Must be returned in original packaging an in resaleable condition

Contract Documents

EDGAR Notice:	**Click to view EDGAR Notice**
Proposal Documents:	**Click to view BuyBoard Proposal Documents**
Regulatory Notice:	**Click to view Bonding Regulatory Notice**
Proposal Files:	**Click to view Vendor Proposal Files Documents**
Renewal Notice/Letter:	**Click to view Vendor Renewal Notice/Letter Documents**

Searches:

Search by Vendor

Browse Contracts

Search:

metro

All

Vendor Discounts Only

Catalog Pricing Only

Refine Your Search:

Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Resources

Standardized Agenda Request Form

Date of Meeting: March 5, 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)**:**		
Aida Vega Leo Gonzales Mike Perez	Created/Initiated Approved New	
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, Response to City of Weslaco RFP #2018-19-08 - Foremost Telecommunications, RFPRateTeleDataInternetServices2019, Agreement		
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 propsal 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: 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). Up on 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, hrhodes@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 18th 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 5th 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 18th 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

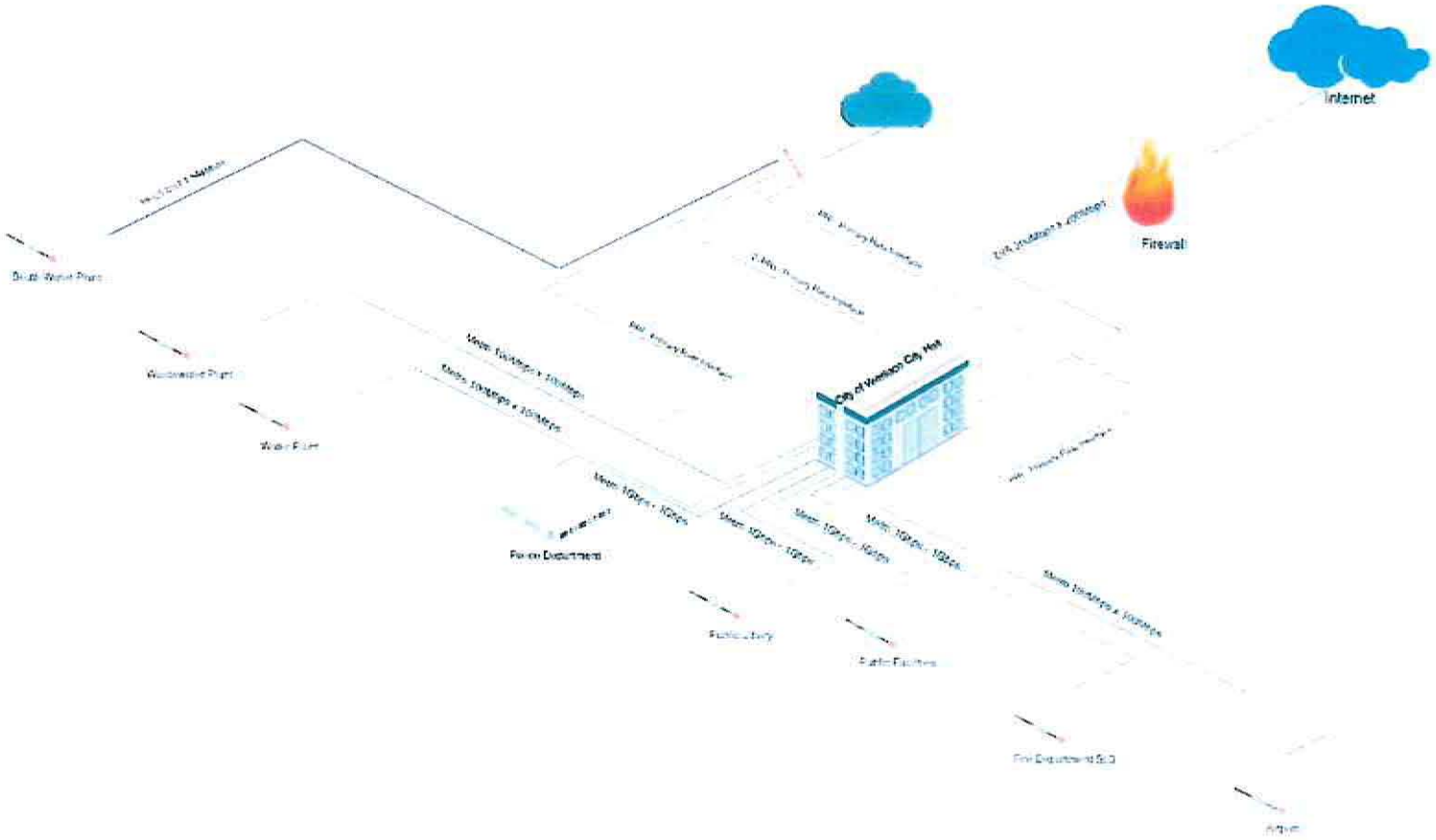
City Office	Type of Service	Bandwidth Option 1	Price/Monthly Recurring Cost	Bandwidth Option 2 Hosted Core Preferred	Price/Monthly Recurring Cost	Installation Costs
City Hall, 255 S Kansas Ave	Fiber Service w/Ethernet on Demand Bandwidth	1Gbps	Included	10Gbps	$ 349.00	$0.00
Police Department, 901 N Airport 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 5th 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 18th 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 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

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:

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: Delia M. Alonzo

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.

_____ 01/21/2019

(Authorized Agent's Signature) (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

SmartCom Telephone The SMART choice in Telephone & Data Services

SMARTCOM TELEPHONE, LLC

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 employees 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.

SmartCom Telephone — The SMART choice in Telephone & Data Services

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

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 *(The Monitor, Valley Morning Star, Brownsville Herald, Mid-Valley Town Crier, Island Breeze)*	Telephone, Internet and Data Services
MedCare EMS	Telephone and Internet Services
Holiday Inn Express *(Pharr, South Padre Island, Laredo)*	Telephone and Internet Services (varies by location)
Staybridge Suites *(McAllen, Brownsville)*	Telephone Services
La Copa Hotels *(McAllen, Alamo, Mercedes, South Padre Island)*	Telephone and Internet Services
La Quinta Hotels *(Alamo, South Padre Island)*	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.

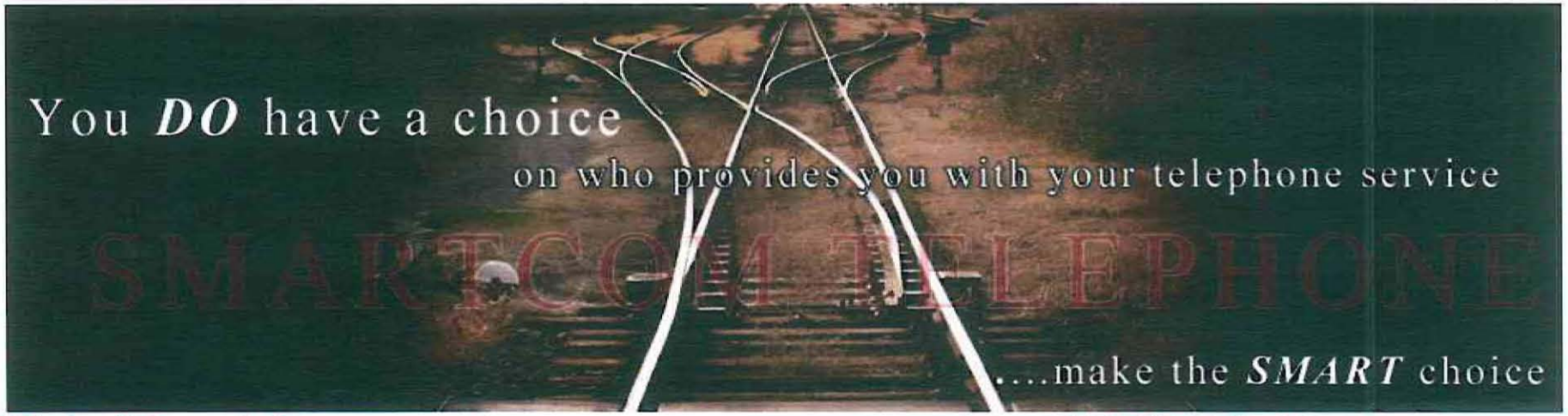
As you can tell, we get pretty excited when we get to show people what we can do. Moreover, we like showing customers that they actually **do** have a choice in who provides their telephone, Internet Access and Data Transport services. We think our customers have made the *Smart* choice. We hope you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

Best regards,
Smartcom Telephone, LLC

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 Telephone The SMART choice in Telephone & Data Services

Solutions Provider for Region One Education Service Center



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

Barracuda Networks — Reclaim Your Network

NEC — Empowered by Innovation

SONICWALL — Dynamic Security for the Global Network

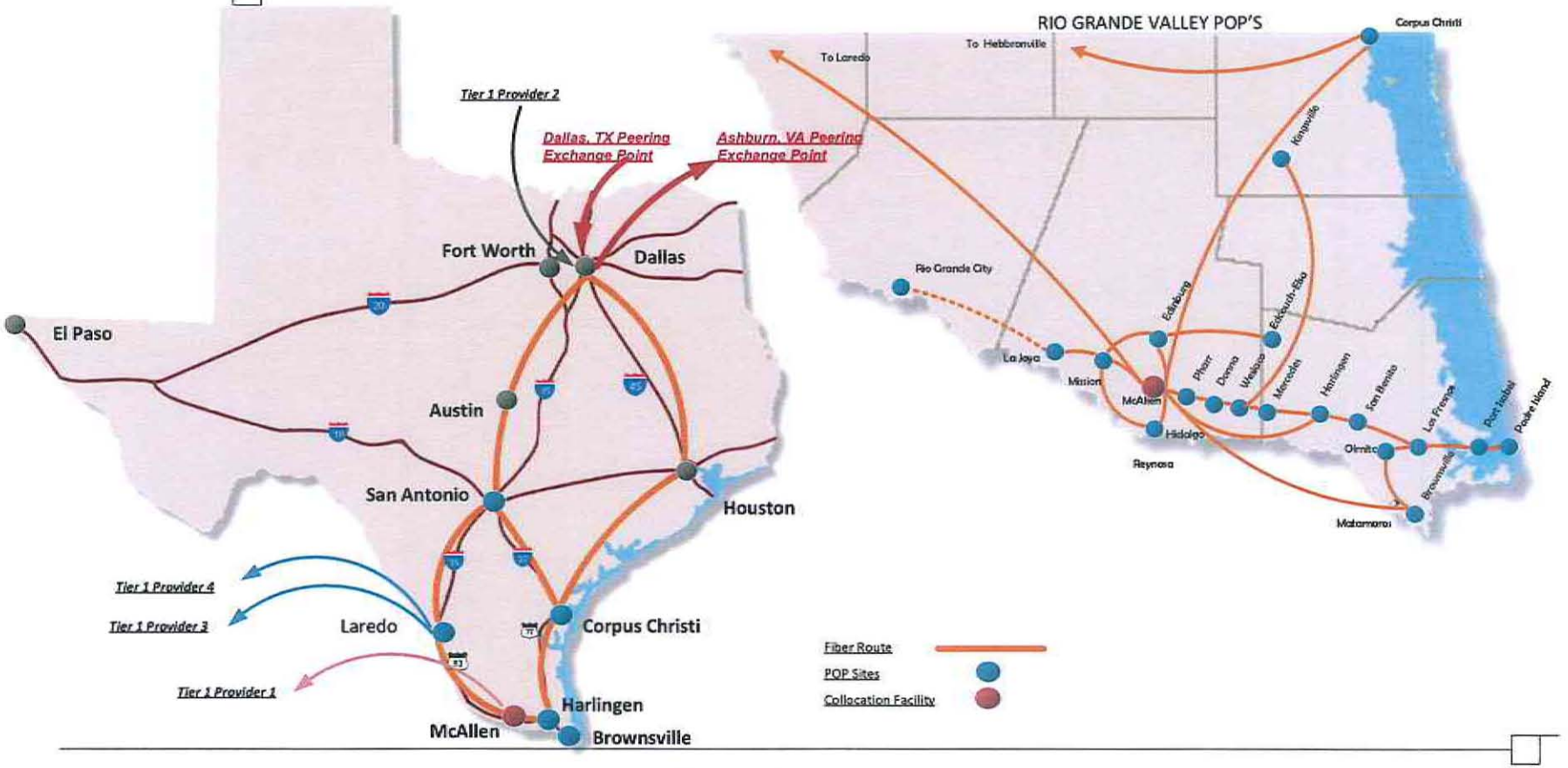
Extreme networks — Empowered by Innovation

Smartcom Telephone, LLC for Telecommunications **SPIN # 143020929** – Alan Yoder Enterprises, Inc for Internal Connections **SPIN# 143020902**
600 Ash Avenue, McAllen, Texas 78501 • Phone 956.687-7070 • Toll Free 888.302.1125 • Fax 956.213.1203 • www.smartcomtelephone.com

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

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Smartcom Telephone, LLC. USA POP w/ Public/Private Peering

SmartCom Telephone — The SMART choice in Telephone & Data Services

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

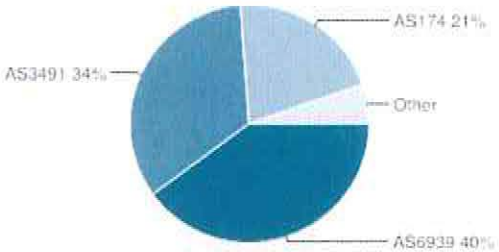
BGP Peers Observed (all): 30
BGP Peers Observed (v4): 29
BGP Peers Observed (v6): 14

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

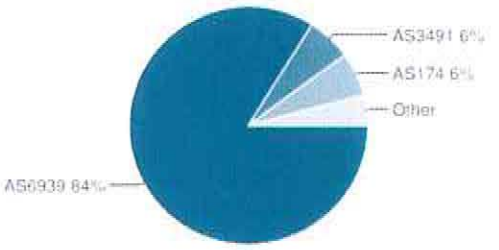
Like Sign Up to see what your friends like.

AS14860 IPv4 Peers



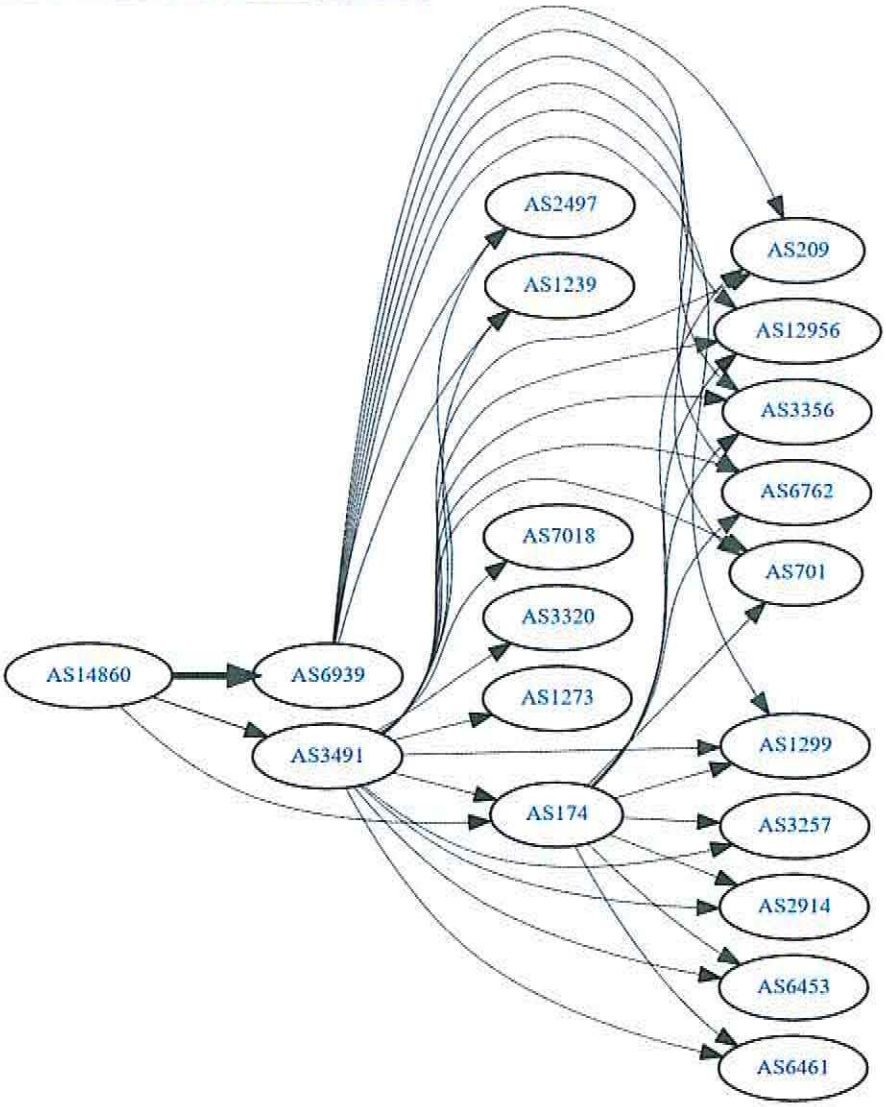
ASN	Name
AS6939	Hurricane Electric LLC
AS3491	PCCW Global
AS174	Cogent Communications

AS14860 IPv6 Peers



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

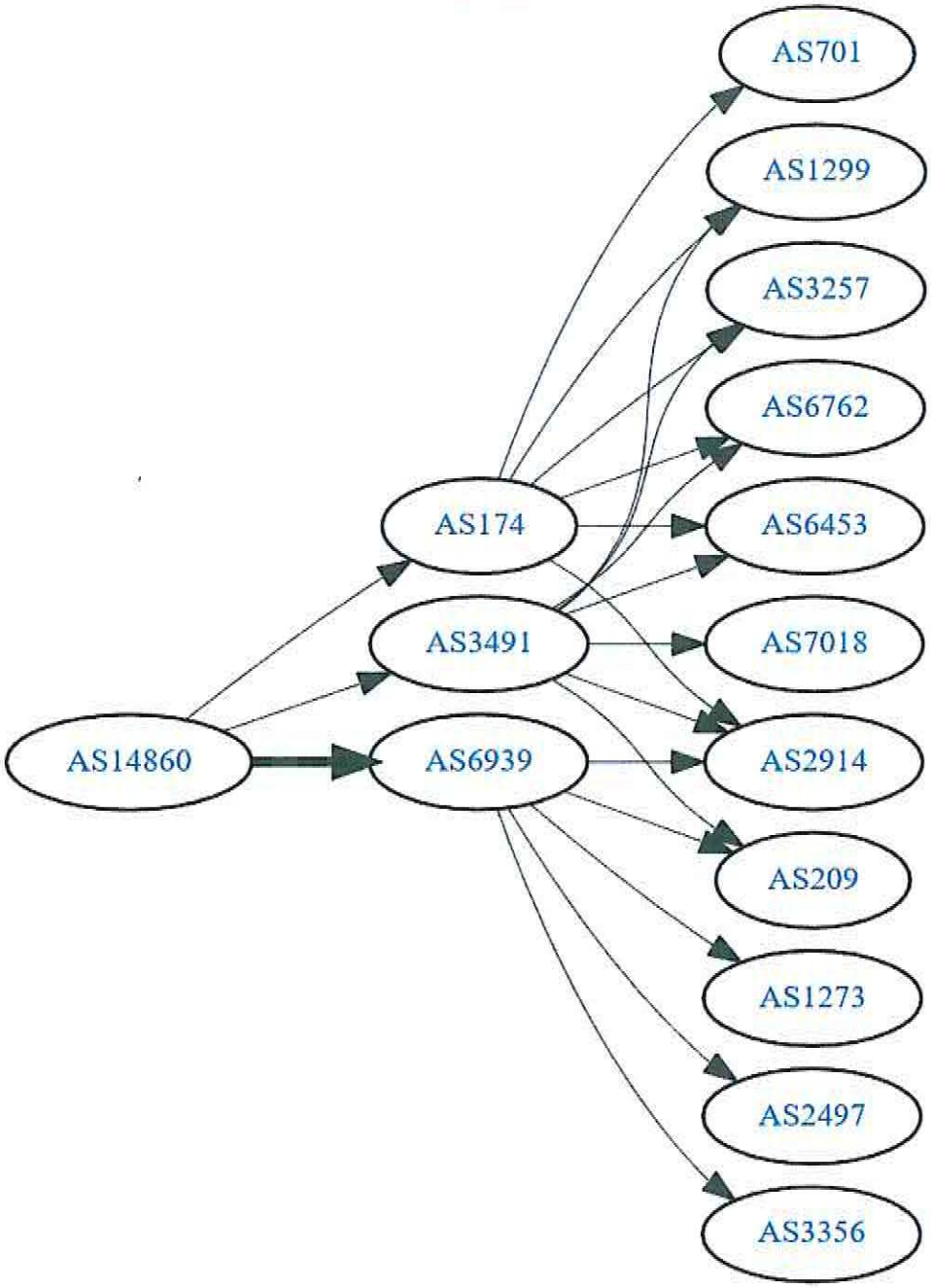
AS14860 IPv4 Route Propagation



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

Orion Platform 2018.4, NCM 7.9, NPM 12.4, NetPath 1.1.4 © 1999-2019 SolarWinds Worldwide, LLC. All Rights Reserved.

Interface Details - CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 · WES-DIA - Summary

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

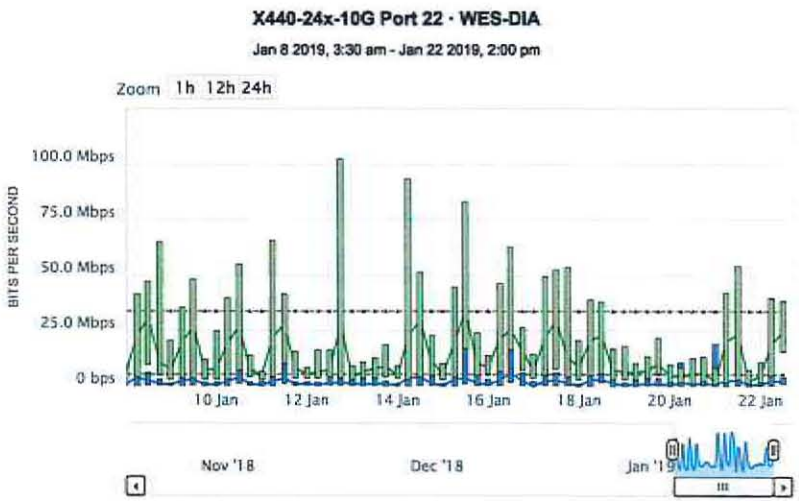
HELP

STATUS	Up
NAME	X440-24x-10G Port 22 - WES-DIA
ALIAS	WES-DIA
INDEX	1022
INTERFACE TYPE	Ethernet
MAC ADDRESS	0004.968B.EBBB
IP ADDRESS	Unknown
ADMINISTRATIVE STATUS	Up
OPERATIONAL STATUS	Up
LAST STATUS CHANGE	11/3/2017 03:02 AM

	Receive	Transmit
INTERFACE BANDWIDTH	200.0 Mbps	200.0 Mbps

Min/Max/Average bps In/Out

EXPORT HELP



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 site at http://www.solarwinds.net/sup for On-Line Help, Tutorials, Knowledge Base, User Forms, and more.

Customize Page

ADD WIDGETS DONE EDITING

AVERAGE PACKET SIZE	170 bytes	1.2 kbytes
MTU	9.2 kbytes	
CONFIGURED INTERFACE SPEED	1.0 Gbps	
COUNTER 64 SUPPORT	Yes	

List of Interface Charts

HELP

TODAY
- Average bps
- Min/Max/Average bps
- Percent Utilization
- Min/Max/Average Percent Utilization
- Total Bytes Transferred
- Average Packets per second
- Total Packets Transferred
- Interface Errors
- Interface Discards

LAST 7 DAYS
- Average bps
- Min/Max/Average bps
- Percent Utilization
- Min/Max/Average Percent Utilization
- Total Bytes Transferred
- Average Packets per second
- Total Packets Transferred
- Interface Errors
- Interface Discards

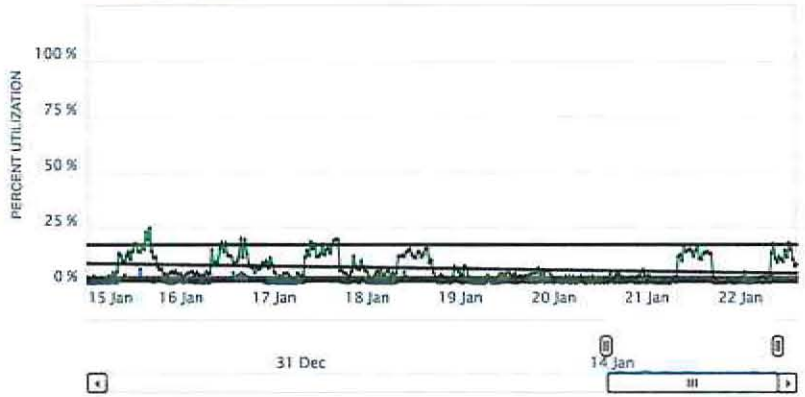
LAST 30 DAYS
- Average bps
- Min/Max/Average bps
- Percent Utilization
- Min/Max/Average Percent Utilization
- Total Bytes Transferred
- Average Packets per second
- Total Packets Transferred
- Interface Errors
- Interface Discards

Interface Polling Details

HELP

Jan 15 2019, 12:00 am - Jan 22 2019, 2:30 pm

Zoom 1h 12h 24h



- Receive Utilization CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA
- Receive Utilization CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Trend
- Receive Utilization CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Percentile 95%
- Transmit Utilization CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA
- Transmit Utilization CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Trend
- Transmit Utilization CityofWeslaco-CH-X440-24x - X440-24x-10G Port 22 - WES-DIA Percentile 95%

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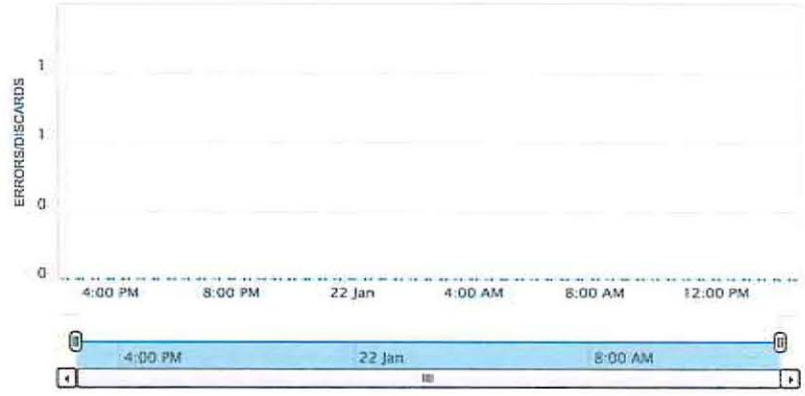
In/Out Errors and Discards

EXPORT HELP

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

Jan 21 2019, 2:30 pm - Jan 22 2019, 2:30 pm

Zoom 1h 12h 24h



Customize Page

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

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

- 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%

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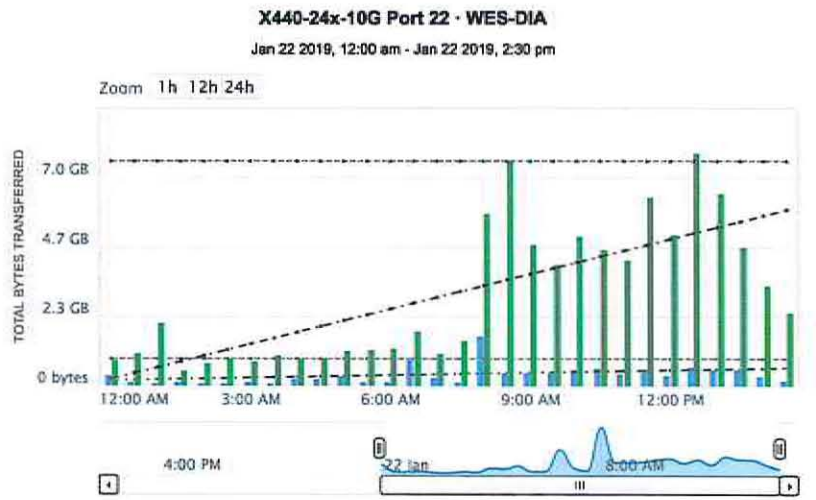
Total Bytes Transferred

EXPORT HELP



- 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%

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Min/Max/Average packets In/Out

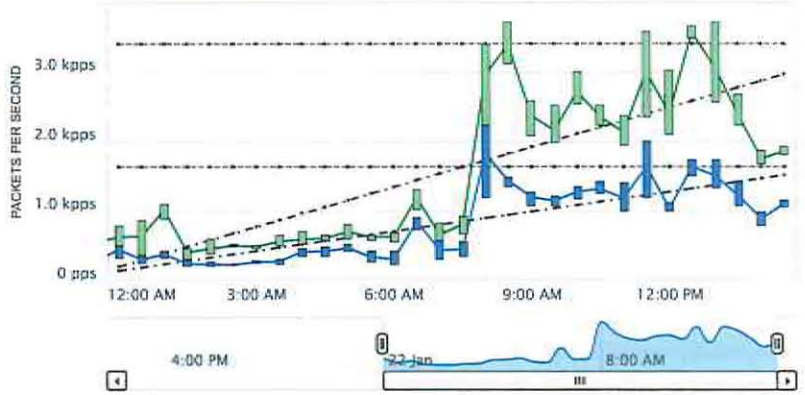
EXPORT HELP

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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Orion Platform 2018.4 HCM 2.8 NPM 12.4 NetPath 1.1.4.0 ©1999-2018 SolarWinds Worldwide, LLC. All Rights Reserved.

SmartCom Telephone

(888) 302-1125

Account: [redacted]
Bill Date: Jan 01 2019
Name: [redacted]

Account Summary

Previous Balance Due	[redacted]
BAL TRANSFER FROM INACTIVE ACCT - Dec 17	
Unpaid Balance as of Dec 31 (Unpaid Balance Due Immediately)	[redacted]
Current Charges Summary	
Landline Charges	[redacted]
Internet Service Charges	
Transport Charges	
Usage Charges	
Taxes and Surcharges	
Total Current Charges	
Total Amount Due by Jan 31	[redacted]

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

[redacted]
892 1123 921
01/01/19 1

Total Due By Jan 31	[redacted]
Amount Enclosed	

☐ **Check here for address change**

SmartCom Telephone
PO Drawer 3097
McAllen, TX 78502-3097

190021303

[redacted]

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

9335000000000000892000000000001123000154436 81

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	Service	Other	Usage	Taxes and Surcharges	Total

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) - E
EXPANDED AREA CALLING - INCLUDED

710 004-1002

956

956 968-6402

956 975-2518 -

Monthly Service from Jan 01 through Jan 31 (continued)

FEDERAL SUBSCRIBER LINE CHARGE [redacted]
NUMBER PORTABILITY SERVICE CHARGE .33
[redacted]

Total Monthly Service Charges [redacted]

Total SmartCom Telephone Charges [redacted]

Long Distance [redacted]

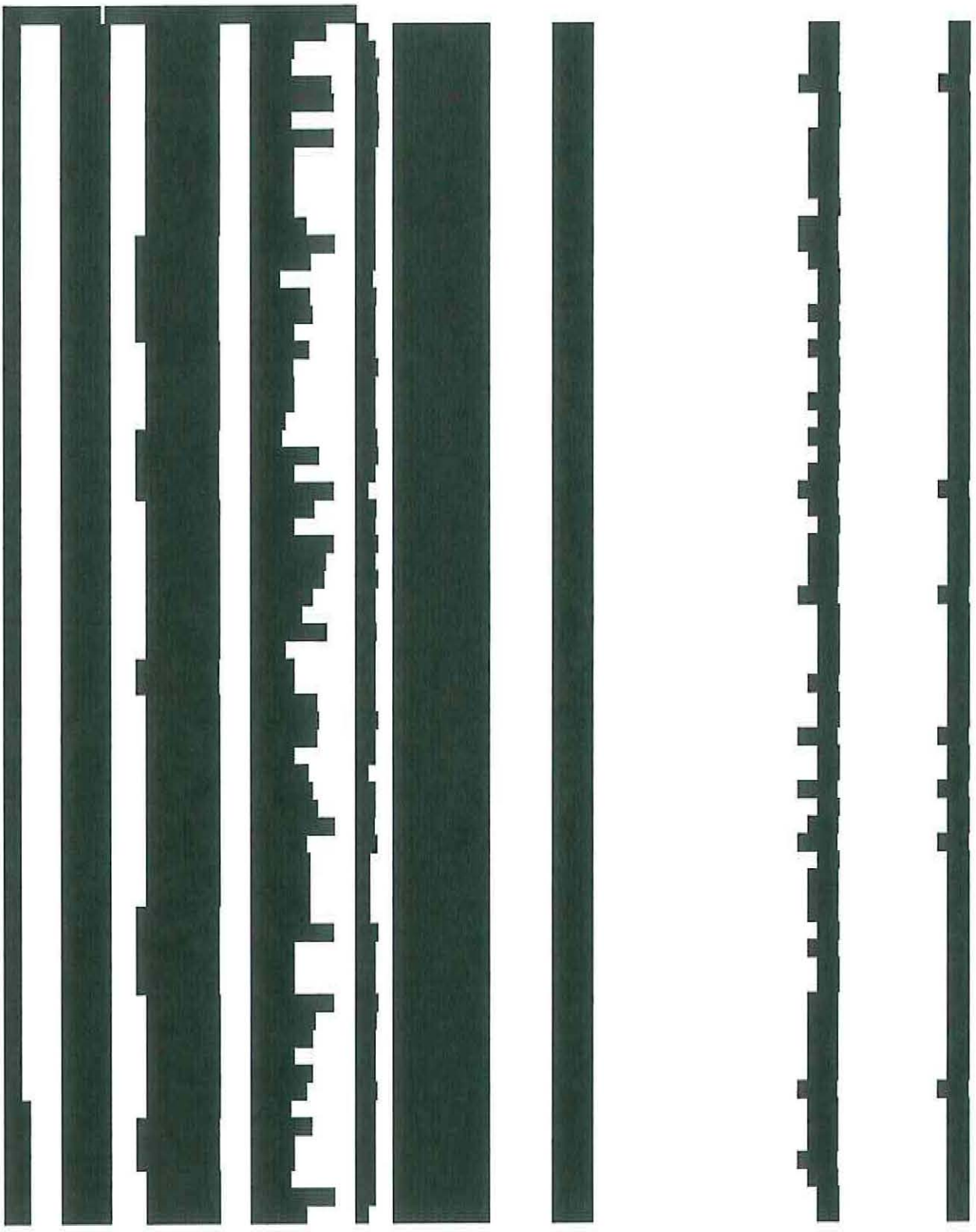
Total Usage Charges [redacted]

Toll Detail

Item	Date	Time	Place Called	Number Called	Type	Plan(s)	Minutes	Charge
[redacted]	(DID MAIN NUMBER)	[redacted]	[redacted]	[redacted]	[redacted]		[redacted]	[redacted]
								.03

Toll Detail (continued)

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



Toll Detail (continued)

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

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

Total Taxes and Surcharges [redacted]

Total for Account 1124 [redacted]

Account [redacted]

Monthly Service from Jan 01 through Jan 31

710 004-1003 (PRI) [redacted]

[redacted]

[redacted]

[redacted]
NUMBER PORTABILITY SERVICE CHARGE
[redacted]

[redacted]
STANDARD BUSINESS LINE - GOVERNMENT RATE
[redacted]
Total for [redacted]

Total Monthly Service Charges [redacted]

Total SmartCom Telephone Charges [redacted]

Long Distance [redacted]0

Total Usage Charges [redacted]

Toll Detail

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

[redacted] Detail (continued)

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

Toll Detail (continued)

Item	Date	Time	Place Called	Number Called	Type	Plan(s)	Minutes	Charge
[redacted]								.03
[redacted]								.70
[redacted]								
[redacted]								

Total Usage Detail Charges [redacted]

Total SmartCom Telephone Charges [redacted]

Landline
Municipal Right-of-Way Fee - [redacted]

Total Taxes and Surcharges

Total for Account 1125

Account [redacted]

Monthly Service from Jan 01 through Jan 31

[redacted]
TOLL-FREE NUMBER
[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
[redacted]

[redacted]
ENHANCED BUSINESS LINE - GOVT RATE
MULTI-LINE HUNT GROUP - INCLUDED
FEDERAL SUBSCRIBER LINE CHARGE
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
MULTI-LINE HUNT GROUP - INCLUDED .00
FEDERAL SUBSCRIBER LINE CHARGE
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
FEDERAL SUBSCRIBER LINE CHARGE

Monthly Service from Jan 01 through Jan 31 (continued)

NUMBER PORTABILITY SERVICE CHARGE [redacted]

[redacted]

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

Total Monthly Service Charges [redacted]

Total SmartCom Telephone Charges [redacted]

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

Toll Detail

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

800 Detail

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

Total Usage Detail Charges [redacted]

Total SmartCom Telephone Charges [redacted]

Landline

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

Total Taxes and Surcharges [redacted]

Total for Account [redacted]

Account [redacted]

Monthly Service from Jan 01 through Jan 31

[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	[redacted]
[redacted]	[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	[redacted]
[redacted]	[redacted]

[redacted]

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

[redacted] LINE - GOVERNMENT RATE [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	[redacted]
[redacted]	[redacted]

[redacted]

STANDARD BUSINESS LINE - GOVERNMENT RATE	[redacted]
[redacted]	[redacted]

[redacted]

STANDARD BUSINESS LINE - GOVERNMENT RATE	[redacted]
[redacted]	[redacted]
NUMBER PORTABILITY SERVICE CHARGE	[redacted]
[redacted]	[redacted]

Total Monthly Service Charges	[redacted]
Total SmartCom Telephone Charges	[redacted]

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

Total Taxes and Surcharges [redacted]

Total for Account 1127 [redacted]

Account [redacted]

Monthly Service from Jan 01 through Jan 31

dia-6009990121 [redacted]
SMARTFIBER SVC - 200Mb
[redacted]
Total for [redacted]

mpls-8273032507 [redacted]
MPLS DS1 SERVICE - 1.544MBPS
[redacted]

Total Monthly Service Charges [redacted]

Total SmartCom Internet Charges [redacted]

Monthly Service from Jan 01 through Jan 31

bu-6009990863 [redacted]
METRO-E BACKUP PORTS
[redacted]

me-6009990115 [redacted]
METRO ETHERNET - 1Gb
[redacted]

me-6009990116 [redacted]
METRO ETHERNET - 1Gb
[redacted]

me-6009990117 [redacted]
METRO ETHERNET - 1Gb
[redacted]

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 1[redacted]		[redacted]

Account [redacted]

Monthly Service from Jan 01 through Jan 31

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

Long Distance	[redacted]
Total Usage Charges	[redacted]

Toll Detail

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

Toll Detail (continued)

Item	Date	Time	Place Called	Number Called	Type	Plan(s)	Minutes	Charge
(DID NUMBERS) (continued)								
[redacted]								

Toll Detail (continued)

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

Landline

Municipal Right-of-Way Fee - 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]

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

[redacted]

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

[redacted]

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

[redacted]

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

[redacted]

STANDARD BUSINESS LINE - GOVERNMENT RATE	[redacted]
FEDERAL SUBSCRIBER LINE CHARGE	[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	[redacted]

Total Monthly Service Charges	[redacted]
Total SmartCom Telephone Charges	[redacted]

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

Total Taxes and Surcharges [redacted]

Total for Accoun[redacted] [redacted]

Account [redacted]

Monthly Service from Jan 01 through Jan 31

[redacted]
LOCAL CHARGE - ROUTE TN TO TGP .00
[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]
NUMBER PORTABILITY SERVICE CHARGE [redacted]
[redacted]

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

[redacted]
[redacted] 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 [redacted]
[redacted]

[redacted]
STANDARD BUSINESS LINE - GOVERNMENT RATE [redacted]
FEDERAL SUBSCRIBER LINE CHARGE [redacted]
NUMBER PORTABILITY SERVICE CHARGE [redacted]
[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		
Total Taxes and Surcharges		[redacted]
Total for Account 99830048446		[redacted]

SmartCom Telephone

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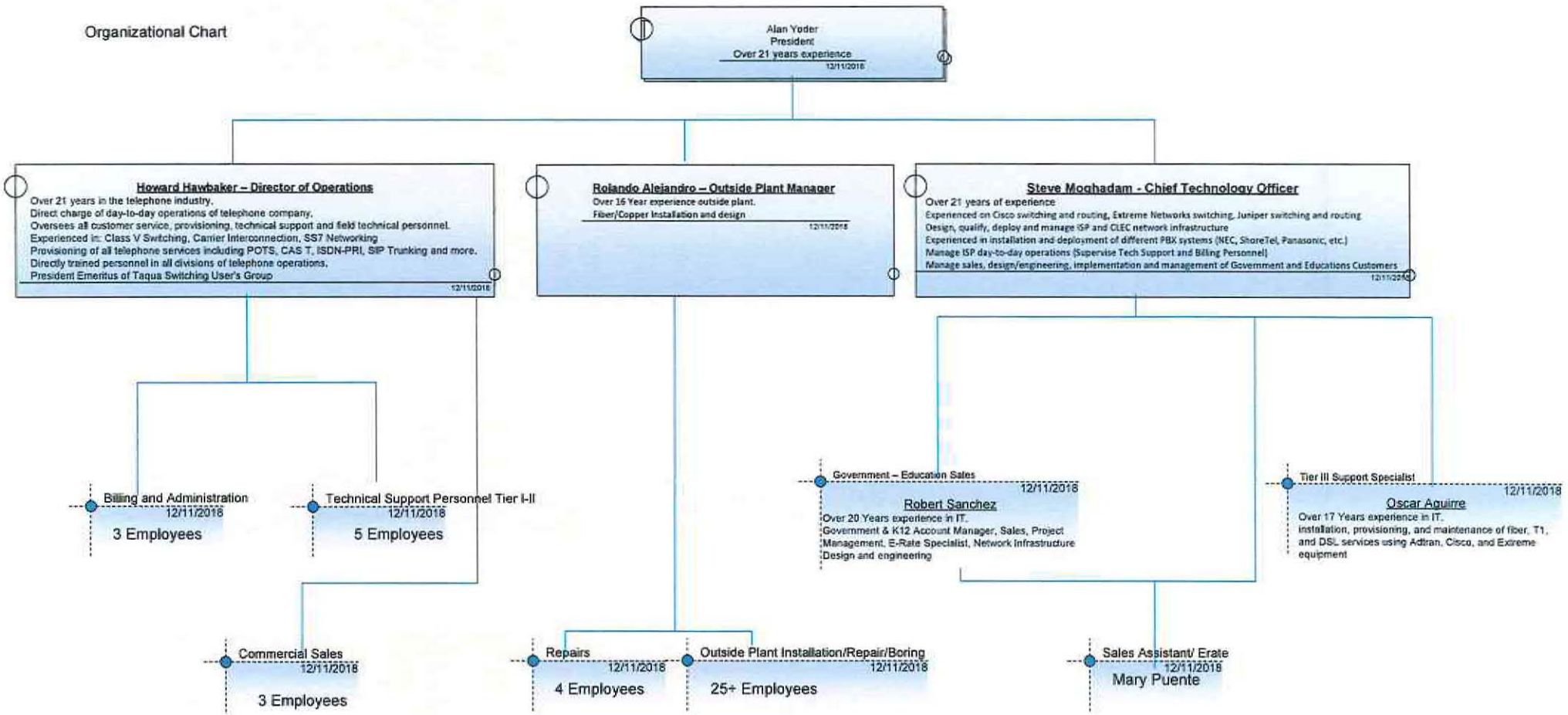
Organizational Chart



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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

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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:

(Hours in month – Unscheduled Outage Hours in month) / Hours in month x 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).

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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.

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SmartCom
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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;

SmartCom Telephone & Internet

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:

(Hours in month – Unscheduled Outage Hours in month) / Hours in month x 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 From, 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

SmartCom
Telephone & Internet

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 From, 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

SmartCom
Telephone & Internet

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.

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

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

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 **FAX (A/C, No):** 956-682-5650
E-MAIL ADDRESS: yolandaa@shepins.com

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 SMARTEL-01
SMARTCOM Telephone, Inc.
PO Drawer 3097
Mcallen TX 78502

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

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

CERTIFICATE HOLDER

City of Weslaco
255 S Kansas
Weslaco TX 78596
USA

CANCELLATION

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

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 (street), McAllen (city), TX (state), 78501 (zip code), USA (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 (month), 20 19 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SmartCom Telephone The SMART choice in Telephone & Data Services

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

600 Ash Avenue, McAllen, Texas 78501 • Phone 956.687-7070 • Toll Free 888.302.1125 • Fax 956.213.1203 • www.smartcomtelephone.com

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's Initials: _____

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1203 (fax)

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.

Customer's Initials: _____

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1203 (fax)

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	*Smartcom Telephone, LLC. Signature*
Printed Name	Alan Yoder *Printed Name*
255 S Kansas Avenue *Billing Address*	600 Ash Avenue *Address*
Weslaco TX 78596 *City State Zip Code*	McAllen TX 78501 *City State Zip Code*
Billing Telephone Number	956-687-7070 *Telephone*

Customer's Initials: _____

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 5th 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 18th 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 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.

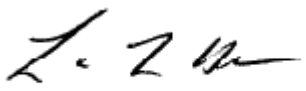
Foremost was incorporated in 1989 and has been providing telephone and data service throughout the state of Texas since 2002. We have offices and staff in cities throughout the state, including Dallas, Corpus Christi, Harlingen, and San Antonio. Our relevant past projects and experience include providing 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,



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-

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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

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 **PHONE (A/C, No, Ext):** (972) 562-7455 **FAX (A/C, No):** (972) 562-7129 **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** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	BKS1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	BAA1957332862	09/13/2018	09/13/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED	$ 1,000,000 $ $ $ $ 1,000
A	**UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X		USO1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE AGGREGATE RETAINED LIMIT	$ 2,000,000 $ 2,000,000 $ 10,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TSF0001290033--18	07/01/2018	07/01/2019	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROPERTY	X	X	BKS1957332862	09/13/2018	09/13/2019	BUILDING LOC #4 CONTENTS (4 TOTAL LOC) DEDUCTIBLE	368,732 298,822 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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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 run and 1550 nm from one direction for each tenninated 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 tenninated at customers 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

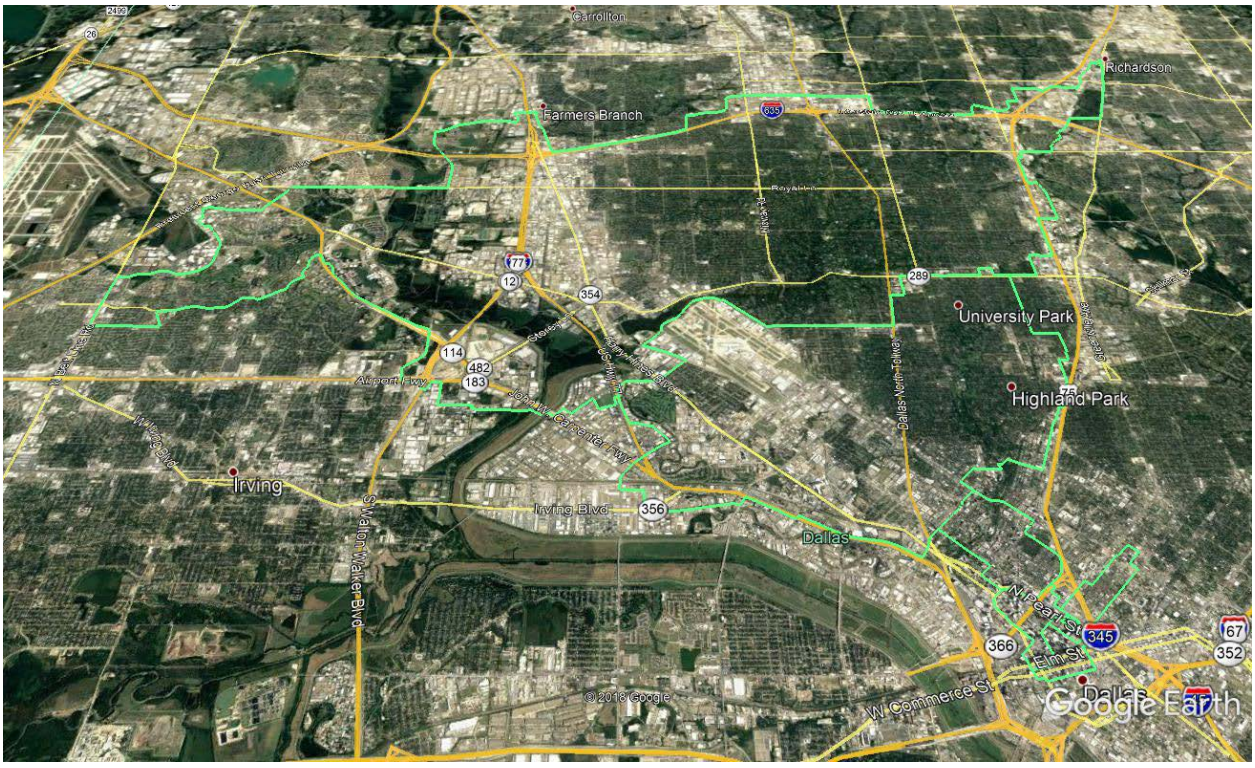
Data/Fiber Background and Capabilities

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.

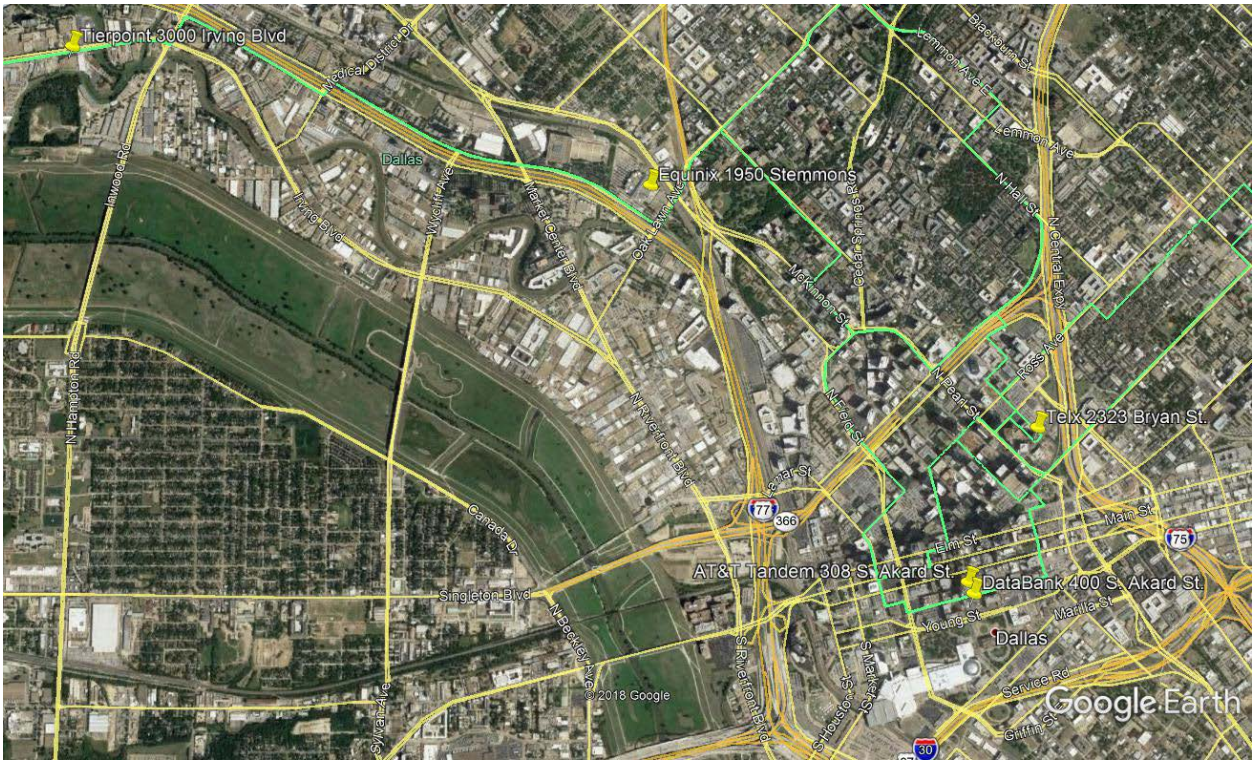
Foremost has been providing telecommunications services for over 17 years. Foremost has a state wide organization distributed over its five soon to be six physical offices and Foremost operated data centers. The Foremost Founder and President, Dr. Larry Halcomb, has over 35 years of experience. Every 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:



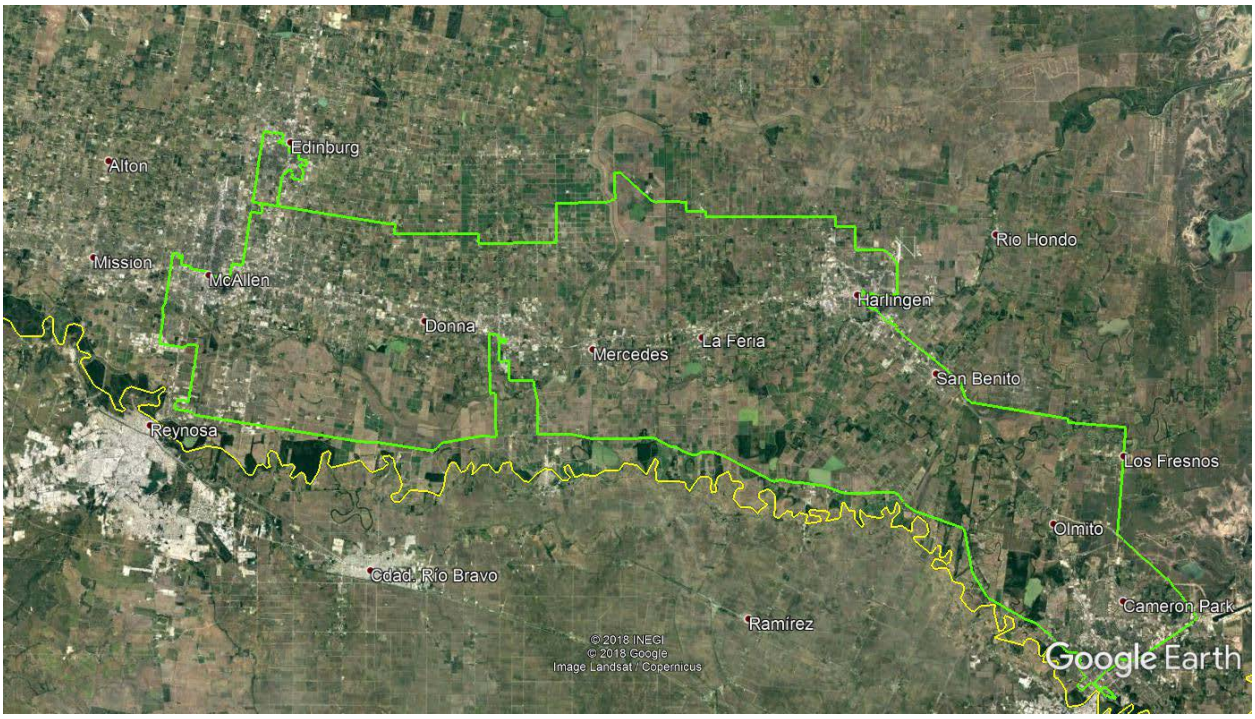
Foremost has an existing physical presence (equipment, diverse fiber, or both) at the following Dallas carrier hotels:

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.

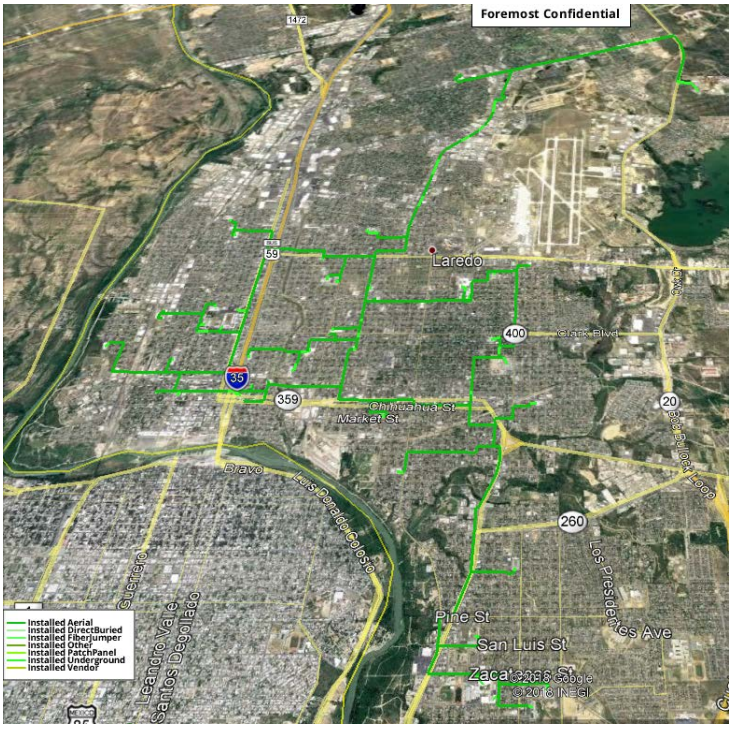


At each location, Foremost has built a distribution network and these networks are growing. Other locations and distribution networks are planned as well to support growth.

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.

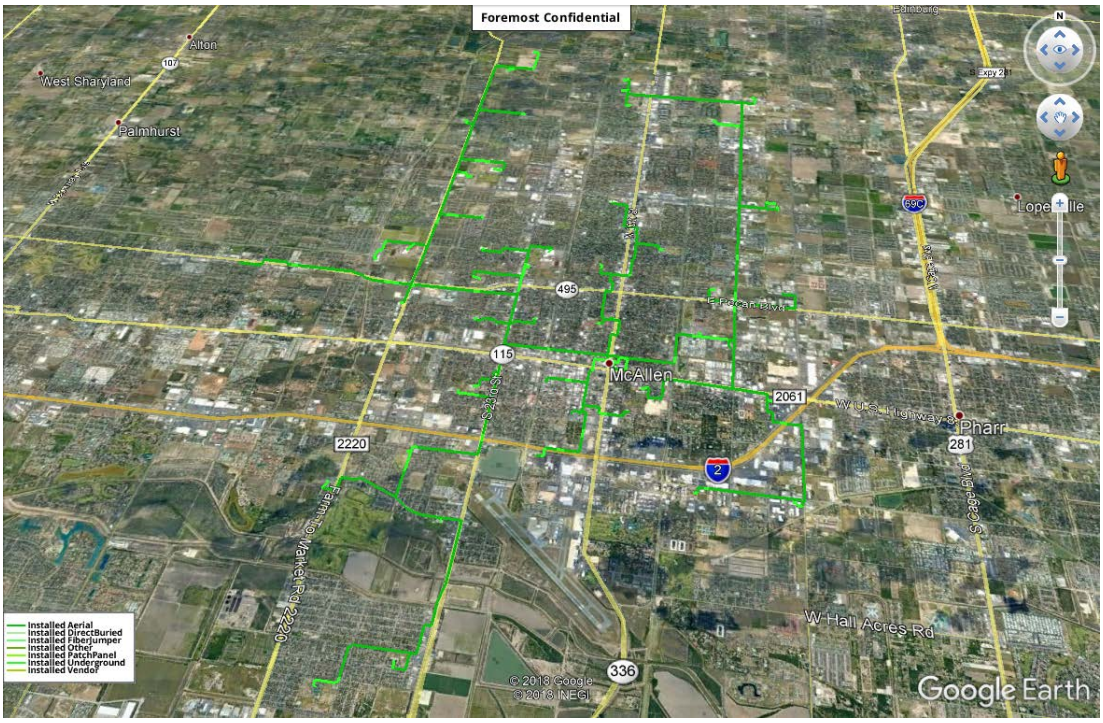
Foremost utilizes dual core routers in all of its POPs for resiliency and upgrades its network on an ongoing basis and as necessary to meet customer needs. Additional hardware upgrades would be performed as more ports/higher speeds are required. Foremost has a CCIE on staff to assist with the evolution 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.

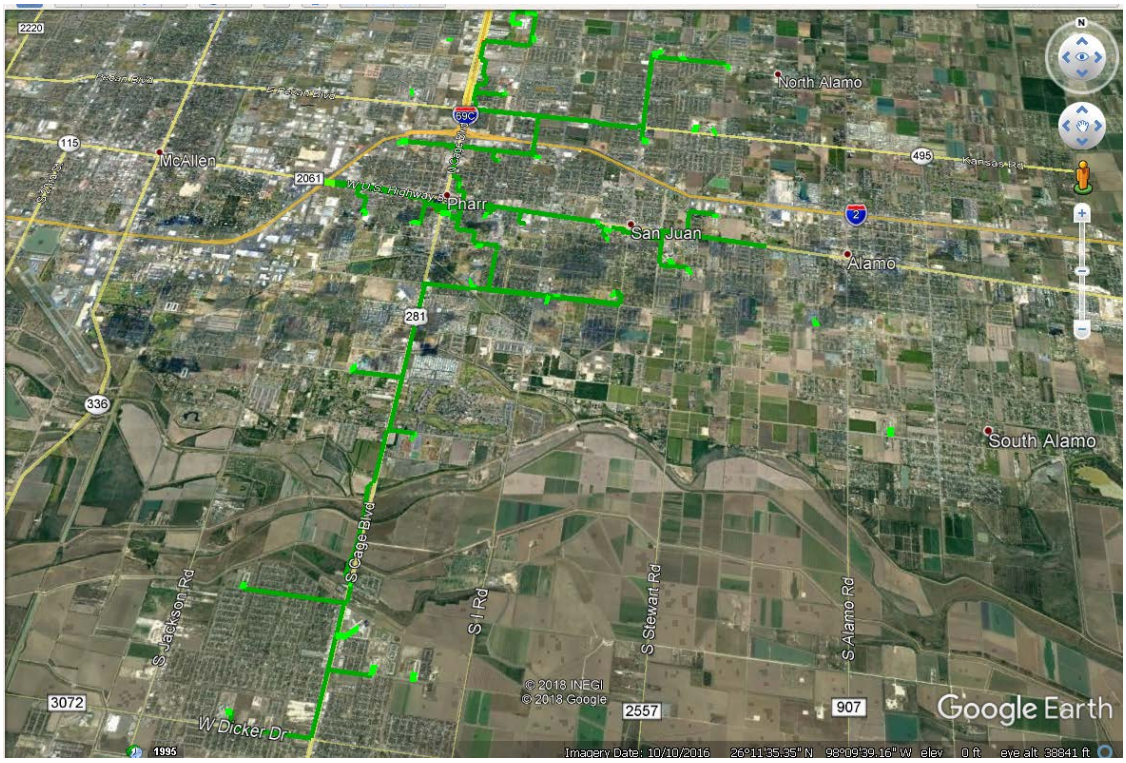
In Corpus Christi, Foremost is distributed across five suites in the Wilson Plaza with diverse entrance on both Carancahua and Upper Broadway streets. In addition to its POP at this location Corpus has five additional POPs within the City of Corpus Christi. Foremost has diverse fiber between its major POPs

at the Wilson Plaza and 408 N. Carancahua (Foremost underground fiber on both Carancahua and Upper Broadway).

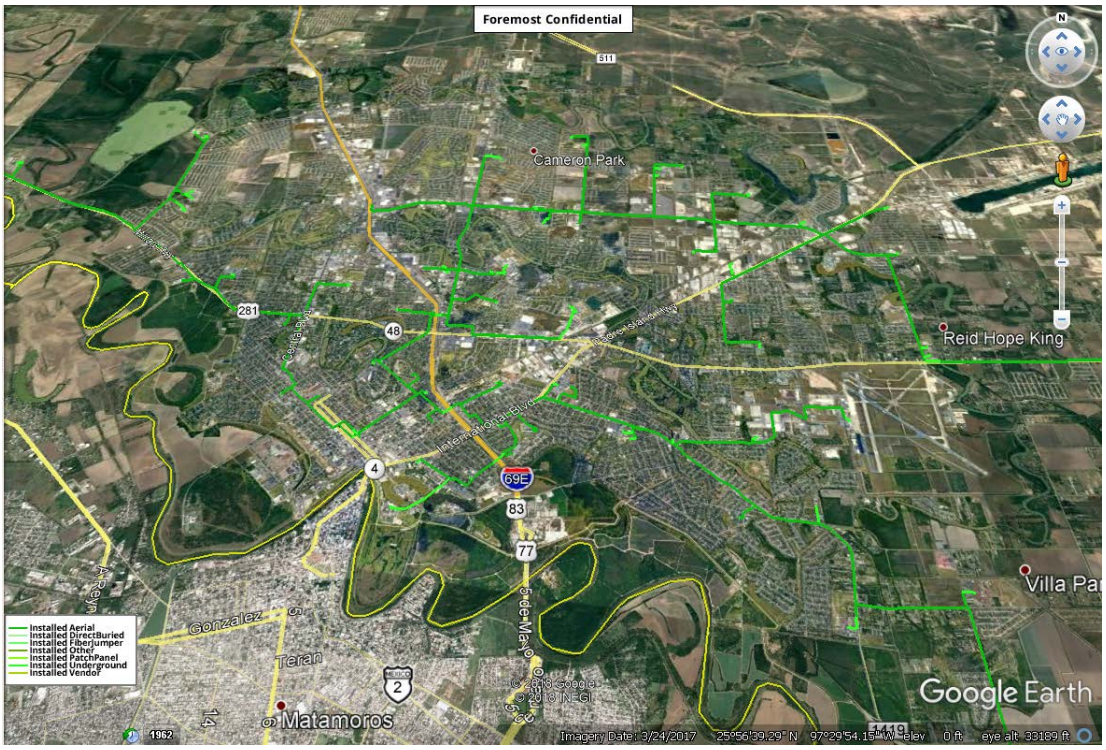
Other examples of Foremost wide area networks built for school districts include McAllen ISD:



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

Foremost
515 E. Jackson Ave
Harlingen, TX 78550
(956)-507-4444

To
CITY OF WESLACO

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

Foremost
515 E. Jackson Ave
Harlingen, TX 78550
(956)-507-4444

To
CITY OF WESLACO

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 propsal 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

Weslaco
All-America City
2002

"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, hrhodes@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 18th 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 5th 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 18th 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: April 10, 2020

NOTARY PUBLIC STATE OF TEXAS

KEVIN P HUST
Notary ID # 128951384
My Commission Expires
April 10, 2020

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.

_____ 1/24/2019

(Authorized Agent's Signature) (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
PHONE (A/C, No, Ext): (972) 562-7455 FAX (A/C, No): (972) 562-7129
E-MAIL ADDRESS: greg@klementagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LIBERTY MUTUAL	051116
INSURER B : TEXAS MUTUAL INSURANCE	019746
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Foremost Telecommunications Corporation
P.O. Box 261160
Plano TX 75026-1160

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** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	BKS1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	BAA1957332862	09/13/2018	09/13/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED	$ 1,000,000 $ $ $ $ 1,000
A	**UMBRELLA LIAB** OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	X		USO1957332862	09/13/2018	09/13/2019	EACH OCCURRENCE AGGREGATE RETAINED LIMIT	$ 2,000,000 $ 2,000,000 $ 10,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TSF0001290033--18	07/01/2018	07/01/2019	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	PROPERTY	X	X	BKS1957332862	09/13/2018	09/13/2019	BUILDING LOC #4 CONTENTS (4 TOTAL LOC) DEDUCTIBLE	368,732 298,822 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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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

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!

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-Businesses of any Size-

-Schools and Government Organizations-

-Non-Profit Organizations-

-Your Business!-

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Call Foremost at
(844) 440-4444
for a quote today!

Foremost Cloud Services

Our Products Include

Hosted PBX

VPN Services

Collocation

Disaster Recovery

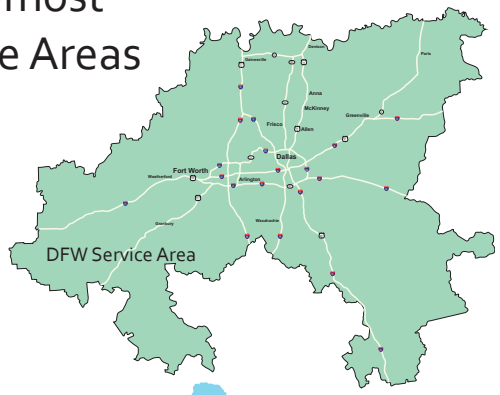
Metro Ethernet

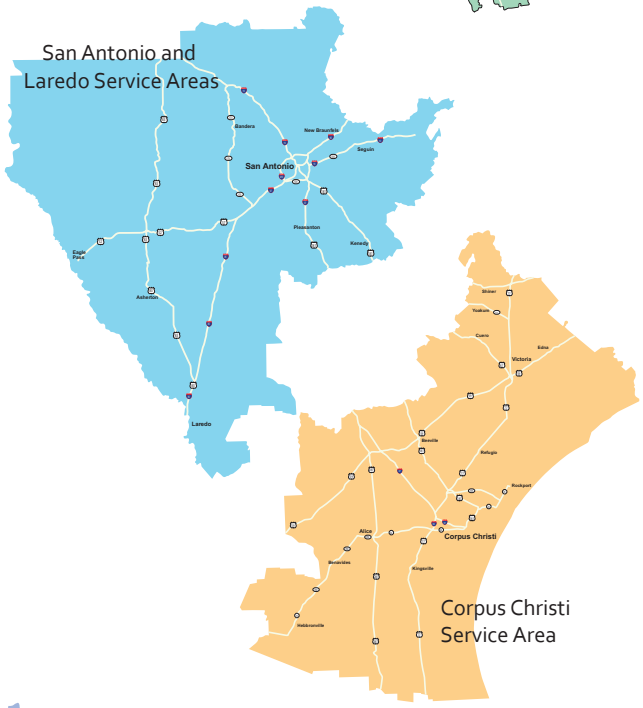
Hosting

Managed Network

And More!

Foremost Service Areas





Foremost
Toll-Free: (855) 205-4400
Toll-Free Fax: (855) 205-4445

Foremost Telecommunications

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!

Foremost Telecommunications

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!

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Foremost Telecommunications

Foremost Cloud Services

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

Foremost Telecommunications

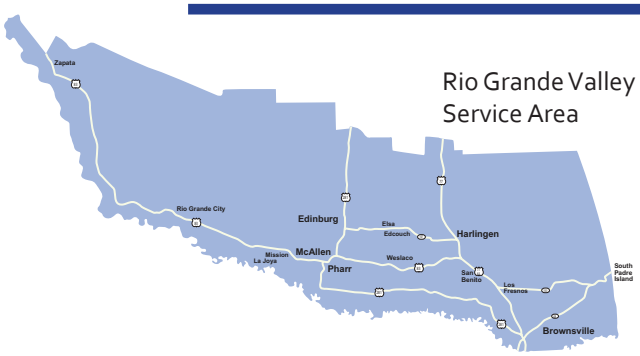
Foremost Cloud Services

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.*



Rio Grande Valley Service Area

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515 E. JACKSON STREET
HARLINGEN, TEXAS 78550
LOCAL: (956) 507-4014
FAX: (956) 507-4445
SALES@FOREMOST.TEL

WWW.FOREMOSTTELECOM.COM

TELECOMMUNICATION, DATA AND INTERNET SERVICES - RFP No.: 2018-19-08	COST EFFECTIVENESS OF SERVICE	VENDOR PROPOSAL MEETS MINIMUM SPECIFICATIONS	COMPREHENSIVE IMPLEMENTATION PLAN DESIGNED TO MINIMIZE DISRUPTION OF BUSINESS ACTIVITIES AND TO ENSURE BUSINESS CONTINUITY	REFERENCES, EXPERIENCE AND CAPABILITIES OF VENDOR	COMBINED TOTAL FOR RFP
	SCORE RANGE 0-40	SCORE RANGE 0-20	SCORE RANGE 0-15	SCORE RANGE 0-25	
	SCORE MAX 40	SCORE MAX 20	SCORE MAX 15	SCORE MAX 25	
COMPANY	Ranking	Ranking	Ranking	Ranking	
Foremost Telecommunications	20	19	15	25	79
SmartCom Telephone	35	19	15	25	94

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

$70,125.12	
$79,435.68	

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

$68,952.00
$5,256.00

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	$132,720.00
	Total including PD and Lib PRIs		$690.00	$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)

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

600 Ash Ave - McAllen, TX 78501 ● (956) 687-7070 ● (956) 213-1203 (fax)

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.

600 Ash Ave - McAllen, TX 78501 ● (956) 687-7070 ● (956) 213-1203 (fax)

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	*Smartcom Telephone, LLC. Signature*
	Alan Yoder
Printed Name	*Printed Name*
255 S Kansas Avenue	600 Ash Avenue
Billing Address	*Address*
Weslaco TX 78596	McAllen TX 78501
City State Zip Code	*City State Zip Code*
	956-687-7070
Billing Telephone Number	*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 5th 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 18th 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 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

Standardized Agenda Request Form

Date of Meeting: March 5, 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.	
Aida Vega Andrew Muñoz Mike Perez	Created/Initiated Approved New
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: March 5, 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.		
Aida Vega Andrew Muñoz Mike Perez	Created/Initiated Approved New	
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: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2311	
From:		
Subject: Approval on request from the Weslaco Independent School District to place promotional banners publicizing registration at Westgate and Frontage Road 83 and Texas and Pike Blvd and authorize the Mayor to execute any related documents that may be required from the Texas Department of Transportation. (Staffed by the City Managers Office.)		
Background:		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Mike Perez	Created/Initiated New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Letter from Weslaco Independent School District re promotional banner for registration at Weslaco ISD		
Responsibilities upon Approval:		

WESLACO INDEPENDENT SCHOOL DISTRICT
319 W. Fourth Street * P.O. Box 266
Weslaco, Texas 78596-0266
(956) 969-6505 * (956) 969-6226 (Fax)

WISD
WESLACO INDEPENDENT SCHOOL DISTRICT
THE RIGHT CHOICE

CITY OF WESLACO
MAR 1 2019
CITY SECRETARY'S OFFICE

City Commission and City Manager of Weslaco,

I am requesting a promotional banner be placed across two streets in Weslaco to help publicize registration at Weslaco ISD. The two locations are Westgate and frontage road 83 also Texas and Pike. The City of Weslaco previously placed the mesh banners across the street during the summer of 2018.

The time period we are looking for is the earliest possible date and to end 4 weeks later.

We greatly appreciate working with you on this project.

If you need any more information, please contact me.

Thank you,

Carlos Robledo

Director of Television

Weslaco ISD

Standardized Agenda Request Form

Date of Meeting: March 5, 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 with **NO MATCH REQUIRED** 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)**:**	
Aida Vega Robert Lopez Mike Perez	Created/Initiated Approved New
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. 2019-21

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 5th day of March 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: March 5, 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 with **NO MATCH REQUIRED** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

Background:
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 and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity.. (**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)**:**

Aida Vega	Created/Initiated
Robert Lopez	Approved
Mike Perez	New

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 5th day of March 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: March 5, 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 with **NO MATCH REQUIREMENT** 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)**:**		
Aida Vega Robert Lopez Mike Perez	Created/Initiated Approved New	
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 5th day of March 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: March 5, 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 Liaison salary and purchase a laptop and vehicle in an amount not to exceed $52,000.00 with a **20% MATCH REQUIRED** 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: $52,000.00	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)**:**	
Aida Vega Robert Lopez Mike Perez	Created/Initiated Approved New
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 Liaison 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 Liaison Program Grant to the Office of the Governor.

Grant Number: 3814601

Passed and Approved this 5th day of March 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: March 5, 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 with a **29% MATCH REQUIREMENT** 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)**:**

Aida Vega	Created/Initiated
Robert Lopez	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Approval

Attachments, if any:
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. 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 5th day of March 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: March 5, 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 to outfit vehicle(s) for multi-purpose use in an amount not to exceed $70,000 with **NO MATCH REQUIRED** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

Background:
The Homeland Security Grants Division (HSGD) funds projects that support state/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.

Funding Source (budget code, if applicable)**:**
Office of the Governor

Amount: $70,000.00	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)**:**

Aida Vega	Created/Initiated
Robert Lopez	Approved
Mike Perez	New

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 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 Grant to the Office of the Governor.

Grant Number: 3814201

Passed and Approved this 5th day of March 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: March 5, 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 fund overtime pay for the Crime Fusion Intelligence Analyst in an amount not to exceed $15,000 with **NO MATCH REQUIREMENT** 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: $15,000.00	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)**:**	
Aida Vega Robert Lopez Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation: Approval	
Attachments, if any: R2019-27 Grant 3814301 Analyst	

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 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 Grant to the Office of the Governor.

Grant Number: 3814301

Passed and Approved this 5th day of March 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: March 5, 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)**:**		
Aida Vega Antonio Lopez Sonia Flores Mike Perez	Created/Initiated Approved Approved New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: 2019-2020 Weslaco Advanced Education Consultant Contract 1-25-19		

Responsibilities upon Approval:

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 if 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: March 5, 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	New

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.

I.

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.

II.

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 _____, 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: March 5, 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 Sonia Flores Mike Perez	Created/Initiated Approved New
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 **March 5, 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,

A –B	(1)	Exercise all of the powers listed (2) through (9)
A –B	(2)	Open any deposit or checking account(s) in the name of the City of Weslaco
A –B	(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 2. Number of authorized signatures required for payroll purpose 1.
A – B	(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 2.
A – B	(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 1.
A – B	(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 2.
A – B	(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 1.
A – B	(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 1.
A – B	(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 March 5, 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: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2017-821

From:
Arnold Becho

Subject:
Approval of the renewal of the Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

Background:
For over a decade the Mayor Joe V. Sanchez Public Library has been a valued member and contributor to HCLS. Through participation with the County, the library receives services and funding which allow for maintenance of accreditation, access to the county Electronic Library, expansion of resources, and many other important functions. This year's allotment is approximately $14,000 after deduction of Library Automation System costs. The primary responsibility of this Interlocal agreement is provision of library services to individuals outside of Weslaco, with the understanding that Weslocoans would be able to visit other HCLS libraries as well.

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

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:
Mayor's Signature

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

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

Advisory Review, if any (name of board/committee, date of action, recommendation)**:**
Library Board recommends approval.

Arnold Becho	Created/Initiated
Arnold Becho	Approved
Sonia Flores	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Staff recommends approval.

Attachments, if any:
memo - Request to approve 2019 HCLS Interlocal, HCLS Interlocal Cooperation Agreement

Responsibilities upon Approval:
Signatures are required of the Mayor, City Secretary, and City Attorney. Three originals have been provided. Two should be sent to the Mayor Joe V. Sanchez Public Library, which will transmit the document to the county, another should be kept by the City.

City of Weslaco

"The City on the Grow"

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, Commissioner, District 4
Letty Lopez, Commissioner, District 5
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

February 27, 2019

To: Mike Perez, City Manager; David Suarez, Mayor; Gregory Kerr, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gerardo Tafolla, Commissioner; Jose Rodriguez, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Sonia Flores, Martin J. Mata
Fr: Arnoldo Becho, Library Director
Re: HCLS Interlocal Agreement

For over a decade the Mayor Joe V. Sanchez Public Library has partnered with the Hidalgo County Library System to share resources and provide library services to all residents of Hidalgo no matter the library they visit. The partnership is a large success. In addition to sharing knowledge and increasing services to the public, we also receive some funding from Hidalgo County because of the partnership. The County pays for our Electronic Book Collection, our library management software, and provides a stipend of approximately $15,000 to the library's budget to be used for purposes directly benefiting the public.

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

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

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

Thank you for the time,

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

FILED
AT 11:30 O'CLOCK A M
FEB 0 1 2019
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

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

This Agreement is made effective as of this 29th day of January 2019, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF WESLACO, TEXAS hereinafter referred to as 'City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

5. This Agreement shall continue until December 31, 2019; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

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

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

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

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

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

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

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

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

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

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

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

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

13. Assignment. This Agreement shall not be assignable.

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 29th day of January, 2019.

HIDALGO COUNTY, TEXAS

Richard F. Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED BY COMMISSIONERS' COURT ON: 1/29/19

CITY OF WESLACO, TEXAS

David Suarez, Mayor

ATTEST:

By: _____
Aida Vega, City Secretary

APPROVED AS TO FORM:

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

By: _____
Josephine R. Solis

CITY:
By: _____

_____, City Attorney

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2297

From:
Robert Lopez

Subject:
Approval to accept 2018-2019 Justice Assistance Grant Program (Grant #3526101) Award in the amount of $72,640.00 for the purchase an evidence collection van with **NO LOCAL MATCH REQUIREMENT** and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)

Background:
The purpose of this program is to promote public safety, reduce crime, and improve the criminal justice system.

Funding Source (budget code, if applicable)**:**
Office of the Governor - DJ-Edward Byrne Memorial Justice Assistance Grant Program

Amount: $72,640.00	Term of Impact: 12 months	Identified in Current Budget: No

Additional Action Prompted:
Mayor's Signature

If item previously considered, provide date and action by Commission:
This grant was previously approved on 02/06/2018, Item #2018-1503, resolution 2018-06.

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	New

City Manager Comments:
Approve.

Staff Recommendation:
Approval

Attachments, if any:
Office of the Governor Statement of Award Grant #3526101 Weslaco PD Evidence Vehicle, CJD-SOGA_CongratulatoryLetter_2018-08-13 (3)

Responsibilities upon Approval:
Police Department will be responsible for grant compliance. Finance Department will submit FSR.

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	3526101	**Award Amount:**	$72,640.00
Date Awarded:	2/19/2019	**Grantee Cash Match:**	$0.00
Grant Period:	10/01/2018 - 09/30/2019	**Grantee In Kind Match:**	$0.00
Liquidation Date:	12/29/2019	**Total Project Cost:**	$72,640.00
Program Fund:	DJ-Edward Byrne Memorial Justice Assistance Grant Program		
Grantee Name:	Weslaco, City of		
Project Title:	Weslaco PD Evidence Vehicle		
Grant Manager:	Marta Salinas		
DUNS Number:	036562767		

CFDA:	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Awarding Agency:	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance
Federal Award Date:	6/26/2018
Federal/State Award ID Number:	2017-DJ-BX-0053
Total Federal Award/State Funds Appropriated:	$13,133,950.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	The purpose of this program is to reduce crime and improve the criminal justice system.

GOVERNOR GREG ABBOTT

Dear Grantee:

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

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

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

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

Reilly Webb
Executive Director
Criminal Justice Division

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2298	
From: Joel Rivera		
Subject: Approval of a Memorandum of Understanding between the Weslaco Police Department and the Mercedes Police Department regarding participation in Weslaco's Regional Communication Center and authorize the Mayor to execute any related documents. (Staffed by Police Department)		
Background: Place Holder-MOU is currently at Legal for review and approval.		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Roxanne Saavedra Robert Lopez Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Approval.		
Attachments, if any:		
Responsibilities upon Approval: City Attorney is reviewing MOU. Police Department, with the assistance of IT Department will assist in the transition.		

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2299

From:
Robert Lopez

Subject:
Approval of a Memorandum of Understanding between the FBI, Texas Department of Public Safety (TXDPS), State Administrator of the National Data Exchange (N-DEX) and the Weslaco Police Department for the application and use of N-Dex information and/or equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Background:

The N-DEx system is an unclassified national information sharing system that enables criminal justice agencies to search, link, analyze, and share local, state, tribal, and federal records. N-DEx is also a strategic investigative information sharing system that fills informational gaps and provides situational awareness.

- **NO FEES/COST**
- Available 24/7
- Easy web-based access
- N-DEx contains incident, arrest, and booking reports; pretrial investigations; supervised released reports; calls for service; photos; and field contact/identification records.

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)**:**

Robert Lopez	Created/Initiated
Robert Lopez	Approved
Mike Perez	New

City Manager Comments:
Approve.

Staff Recommendation:
Approval

Attachments, if any:
Nationa Data Exchange (N-Dex) User - Equipment Agreement

Responsibilities upon Approval:
Police Department will be responsible for MOU compliance.

TEXAS DEPARTMENT OF PUBLIC SAFETY

CRIME RECORDS SERVICES

NATIONAL DATA EXCHANGE (N-DEx) USER/EQUIPMENT AGREEMENT

This document constitutes an agreement between the Texas Department of Public Safety (TXDPS), State Administrator of the National Data Exchange (N-DEx), P.O. Box 4143, Austin, Texas, 78765-4143 and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

USER AGENCY Weslaco Police Department

ADDRESS 901 N. Airport Dr, Weslaco, TX 78596

The User Agency will ensure that only approved persons performing authorized criminal justice functions have access to N-DEx.

N-DEx information, including any analytical products derived there from, may not be used as a basis for action or disseminated outside User Agency for any purpose or in any other manner, unless the User Agency first obtains the express permission of the agency or agencies that contributed the information in question. Specifically included within this prohibition are any inclusion on N-DEx information in an official case file and any use of subpoenas. User Agency may not electronically retain N-DEx information without obtaining the N-DEx contributing agency's permission. When N-DEx information is summarized or otherwise documented, the User Agency shall indicate that the information was obtained from N-DEx.

Notwithstanding the requirement in the preceding paragraph that N-DEx information not be used as a basis for action or disseminated without first obtaining the permission of the contributing agency, in accordance with and to the extent permitted by applicable law, court process, or applicable guidelines, immediate dissemination on N-DEx information without such permission can be made if the User Agency determines that:

(a) there is an actual or potential threat of terrorism, immediate danger of death or serious physical injury to any person, or imminent harm to U.S. national security; and

(b) it is necessary to disseminate such information without delay to any appropriate recipient for the purpose of preventing or responding to such a threat, danger, or harm.

The User Agency shall immediately notify TXDPS and the N-DEx contributing agency if it disseminates any N-DEx information under this exception. Any requests for reports or information in N-DEx from anyone other than a party to this User Agreement will be directed to the N-DEx User Agency which contributed the data.

TXDPS RESPONSIBILITIES REGARDING N-DEx

TXDPS agrees to maintain, operate, and manage N-DEx communications and criminal justice information systems on a 24 hour, 7 day per week and 365 days a year basis. TXDPS further agrees to act as the State Administration Agency to facilitate the exchange of information between the User Agency and the following agencies: Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) National Data Exchange (N-DEx). TXDPS Driver's License Files (DL), Sex Offender Registration (SOR), Texas Department of Criminal Justice (TDCJ) probation/parole data and other data files may be implemented in future applications of information available to authorized users.

TXDPS reserves the right to restrict the type and scope of data to which the user may have access. TXDPS will provide system training to N-DEx users at no charge to the User Agency at a time and location to be designated by TXDPS. The obligation of TXDPS to incur training costs is conditional upon sufficient funds budgeted and available. No financial liability will be incurred by TXDPS by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.

TXDPS may provide or assist User Agency with the initial installation of adapter hardware, records management system (RMS) and/or jail management system (JMS) software enhancements or interface functionality(s). User Agency RMS and/or JMS software enhancements delivered as the result of custom developed N-DEx functionality are the property of the User Agency or User Agency RMS/JMS software vendor. User Agency is responsible for maintaining the capability to submit data to N-DEx following User Agency RMS/JMS enhancements or replacements.

TXDPS agrees to maintain its applicable N-DEx hardware, software and functionality including data adapter extraction and export methodology/technology plus future implementation(s) involving National Information Exchange Model (NIEM) Information Exchange Package Documentation (IEPDs). This determination may be made by TXDPS or its authorized designee.

N-DEx maintains an audit capability that will log the date, time, event type, and originating account of all user queries. N-DEx will maintain the audit logs for the life of the records accessed.

TXDPS reserves the right to immediately suspend service to the User Agency when applicable policies are violated. Service may be reinstated following such instances upon receipt of satisfactory assurances that such violations have been corrected. All costs for reconnection service are the responsibility of the User Agency. TXDPS shall have the authority to inspect and audit the equipment, records, and operations of the User Agency to determine compliance.

USER AGENCY RESPONSIBILITIES REGARDING N-DEx

The User Agency may only access and use N-DEx information for official criminal justice and national security purposes. N-DEx information cannot be accessed or used for any other purpose. User Agency agrees to allow TXDPS to share User Agency data contributed to N-DEx with other authorized criminal justice agencies.

The User Agency shall abide by all laws of the United States and the State of Texas, and shall abide by all present or hereinafter approved rules, policies and procedures of N-DEx and the CJIS Security Policy, concerning the collection, storage, processing, search, retrieval, dissemination and exchange of criminal justice information.

If the User Agency provides N-DEx derived criminal justice information to another criminal justice or law enforcement agency, which at that time is not operating through N-DEx pursuant to a N-DEx User Agreement, then it shall be the responsibility of the User Agency to verify that the non-user agency abides by the laws of the United States and the State of Texas and the operational policies of the applicable systems.

The User Agency agrees to appoint an N-DEx User Administrator responsible for:

a. Acting as the single point of contact for N-DEx issues;
b. Ensuring compliance with this agreement, current and future versions of policies and procedures regarding N-DEx, and all applicable state and federal laws;
c. Vetting, authorizing and managing users through the role based user management tools provided in N-DEx;
d. Terminating user access immediately upon user separation from the User Agency or otherwise become ineligible for access;
e. Ensuring that all users from that User Agency are trained and informed of policies and procedures;
f. Reporting security incidents to the TXDPS CJIS Information Officer (ISO), as is required by the User Agency's CJIS Security Addendum.

The User Agency must notify the N-DEx State Administrator immediately whenever the incumbent User Administrator is replaced.

User Agency certifies that all User Agency staff with access to N-DEx have undergone background checks consistent with Texas or federal requirements, so long as, at a minimum, those requirements included a criminal history and state and national fingerprint check.

The User Agency shall manage information system accounts, including establishing, activating, modifying, reviewing, and disabling accounts. The User Agency shall validate information system accounts at least annually and shall document the validation process.

Account management includes assignment of associated authorizations. The User Agency shall identify authorized users of the information system and specify access rights/privileges. The User Agency shall grant access to the information system based on:

1. Valid need-to-know/need-to-share that is determined by assigned official duties.
2. Satisfaction of all personnel security criteria.

The User Agency shall be responsible for maintaining the User Agency RMS and/or JMS in good working order. The User Agency agrees to maintain its applicable hardware, RMS, JMS, and adapter interface functionality(s) to maintain complete and continual functionality with N-DEx. User Agency hardware (including workstations utilized to access), RMS, JMS and adapter interface shall be installed in a location where only authorized personnel have access.

The User Agency is responsible for providing its own internet connectivity and maintenance which meets CJIS Security Policy requirements.

Each N-DEx contributing User Agency retains sole ownership of, sole responsibility for, and exclusive control over the content of the information that it contributes to N-DEx, and each User Agency may, at will and at any time, update, correct, or delete the information that it contributes to N-DEx. Each N-DEx contributing User Agency has the sole responsibility to ensure that information that it contributes to N-DEx was not obtained and is not maintained in violation of any federal, state, or local law applicable to that User Agency.

In addition, each N-DEx contributing User Agency has the sole responsibility and accountability for ensuring compliance with all laws, regulations, policies, and procedures applicable to its entry and sharing of information into N-DEx. N-DEx User Agency will duly report to TXDPS and the contributing User Agency, in writing, any instance in which N-DEx information is used in an unauthorized manner. Such notice is to be provided in a timely manner within three days of when the party first learned of the unauthorized use.

Each N-DEx contributing User Agency has the duty, sole responsibility, and accountability to make reasonable efforts to ensure the accuracy, upon entry and continuing thereafter, of information that it contributes to N-DEx. Should TXDPS receive a challenge to, or reasonable question about, the accuracy of the information in N-DEx, TXDPS will notify the N-DEx User Agency.

Any User Agency data or process related to N-DEx that could affect and cause degradation of service to other N-DEx users must be authorized by TXDPS prior to implementation. TXDPS reserves the right to refuse such application on N-DEx should resources not be available, or in the best interest of the N-DEx users.

N-DEx USER AGREEMENT TERMINATION AND DURATION

This N-DEx User Agreement will enter into force on the day it is signed by the last party and it will remain in effect until terminated or modified by both parties. This N-DEx User Agreement may be terminated at any time upon the mutual written consent of the parties. In the event that both parties consent to terminate this N-DEx User Agreement, the parties will consult prior to the date of termination to ensure termination on the most economical and equitable terms.

Either party may terminate this N-DEx User Agreement upon 30 days written notice to the other party. Such notice will be the subject of immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following will apply:

(a) The terminating party will continue participation, financial or otherwise, up to the effective date of termination.
(b) Each party will pay the costs it incurs as a result of termination.
(c) All rights, obligations, responsibilities, limitations, and other understandings with respect to the disclosure and use of all information received during a party's participation in this User Agreement shall survive any termination.

User Agency, to the extent authorized by law, agrees to indemnify and save harmless TXDPS, its Director and Employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise of enjoyment of this Agreement.

In WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by the proper officers and officials.

USER AGENCY

By Joel Rivera

* Must be individual who is authorized to contractually obligate the User Agency.

Title Chief of Police

Signature _____

Date _____

NATIONAL DATA EXCHANGE (N-DEx) ACCOUNT ADMINISTRATION
TEXAS DEPARTMENT OF PUBLIC SAFETY
CRIME RECORDS SERVICE

The participating User Agency agrees to name an N-DEx Agency Administrator responsible for:

1. Acting as the single point of contact for N-DEx issues;
2. Ensuring compliance with this agreement, current and future versions of the CJIS Security Policy, Department policies and procedures regarding N-DEx, and all applicable state and federal laws;
3. Authorizing users from that User Agency to participate in the N-DEx system;
4. Creating user accounts through the user management tools provided by the system;
5. Suspending user access to the system when they leave the User Agency or otherwise become ineligible for access:
6. Ensuring that all users from that User Agency are trained and informed of policies and procedures that govern N-DEx;
7. Reporting security incidents to the Texas Department of Public Safety CJIS ISO, as required by the N-DEx User Agreement.
8. The participating User Agency must notify the N-DEx System State Administrator immediately whenever the incumbent N-DEx Agency Administrator is replaced by a new person.

The participating User Agency will ensure that only approved persons performing authorized functions have access to the N-DEx system.

FOR THE PARTICIPATING USER AGENCY:

Weslaco Police Department User Agency Name	02/08/2019 Date
 User Agency Director (Signature)	Joel Rivera User Agency Director (Print Name)
Justin Gracia Agency Administrator assigned (Print Name)	(956) 968-8591 ext. 2013 Agency Administrator Phone Number

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2300
From: Joel Rivera	
Subject: Acceptance of the 2018 Racial Profiling Report compiled by the Weslaco Police Department as required by the Texas Code of Criminal Procedure Article 2.132 (Staffed by Police Department.)	
Background: Acceptance of the Weslaco Police Department's Racial Profiling Annual Report for information collected in accordance with Texas Racial Profiling Law (Article 2.132.6 Code of Criminal Procedure); information reported herein only applies to traffic stops that resulted in citation or arrest.	
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)**:**		
Robert Lopez Robert Lopez Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve to accept and file.		
Staff Recommendation: Approval		
Attachments, if any: Tier 1 Data 2018		
Responsibilities upon Approval: Police Department ensures report is TCOLE complaint.		

Racial Profiling Report

Agency Name: Weslaco Police Dept.
Reporting Date:
TCOLE Agency Number:
Chief Administrator: Joel Rivera
Agency Contact Information:
Phone: (956) 968-8591
Email:
Mailing Address: 901 N. Airport Dr. Weslaco TX 78596

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the agency from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and email address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by: Chief Administrator Joel Rivera
Date:

Agency Racial Profiling Information

Total stops: 14,374

1. Gender (Must equal total number of stops)

CCP 2.133(b)(1)(a)

1.1 Female: 6,329
1.2 Male: 8,045

2. Race or ethnicity (Must equal total number of stops)

CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black: 32
2.2 Asian/Pacific Islander: 18
2.3 White: 307
2.4 Hispanic/Latino: 14,017
2.5 Alaska Native/American Indian: 0

3. Was race or ethnicity known prior to stop? (Must equal total number of stops)

CCP 2.132(b)(6)(C)

3.1 Yes: 32
3.2 No: 14,342

4. Reason for stop? (Must equal total number of stops)

CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of law: 90
4.2 Preexisting knowledge: 0
4.3 Moving traffic violation: 9,817
4.4 Vehicle traffic violation: 4,467

5. Street address or approximate location of the stop

CCP 2.132(b)(6)(E), 2.133(b)(7) **(Must equal total number of stops)**

5.1 City street: 11,843
5.2 US highway: 675
5.3 County road: 977
5.4 State highway: 877
5.5 Private property or other: 2

6. Was a search conducted? (Must equal total number of stops)

CCP 2.132(b)(6)(B), 2.133(b)(3)

6.1 Yes: 544
6.2 No: 13,830

7. Reason for Search? (Must equal searches conducted-line 6a)

7.1 Consent: 428	CCP 2.132(b)(6)(B), 2.133(b)(3)
7.2 Contraband in plain view: 2	CCP 2.133(b)(5)(A)
7.3 Probable cause: 111	CCP 2.133(b)(5)(B)
7.4 Inventory: 2	CCP2.133(b)(5)(C)
7.5 Incident to arrest: 1	CCP 2.133(b)(5)(C)

8. Was Contraband discovered? (must equal searches conducted-line6-a)

CCP 2.133(b)(4)

8.1 Yes: 90
8.2 No: 454

9. Description of contraband (Must equal number of contraband discovered-Line 8a)

CCP 2.133(b)(4)

9.1 Drugs: 68
9.2 Currency: 0
9.3 Weapons: 1
9.4 Alcohol: 2
9.5 Stolen property: 0
9.6 Other: 19

10. Result of the stop (Must equal total number of stops)

10.1 Verbal warning: 0 CCP 2.133(b)(8)
10.2 Written warning: 10,544 CCP 2.133(b)(8)
10.3 Citation: 3,715 CCP 2.133(b)(8)
10.4 Written warning and arrest: 57
10.5 Citation and arrest: 58
10.6 Arrest: 0 CCP 2.133(b)(6)

Arrest Total = 115 (Must equal lines 10d-f)

11. Arrest based on (Must equal lines 10d-f)

CCP 2.133(b)(6)
11.1 Violation of Penal Code: 62
11.2 Violation of Traffic Law: 36
11.3 Violation of City Ordinance: 0
11.4 Outstanding Warrant: 17

12. Was physical force resulting in bodily injury used during stop? (Must equal total number of stops)

CCP 2.132(b)(6)(D), 2.133(b)(9)

12.1 Yes: 0
12.2 No: 14,374

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2306
From:	
Subject: Approval to authorize staff to submit a grant to the U.S. Department of Commerce Economic Development Administration (EDA) and authorize the Mayor to execute any related documents. (Staffed by Airport Department.)	
Background: Airport staff is requesting submission of an infrastructure grant to the US Department of Commerce Economic Development Administration for the construction of two corporate hangars and the extension of the apron as well as any additional related infrastructure such as lighting, reflectors and signage to the south of the Customs and Border Protection Facility. The Airport currently has four Letters of Intent to lease hangar space, if funded. The proposal would add two buildings with eight lease spaces designed for corporate jets. The potential revenue for lease space would be approximately $48,000.00 annually and fuel sells around $48,000.00. Staff requests allowing an administrative fee of 3% to be paid to the Lower Rio Grande Valley Development Council - EDA Division for grant administration. This percentage would be added to the grant and is eligible for grant reimbursement.	
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 grant submission will be presented to the advisory board in March 2019 at the next regularly scheduled meeting.	
Aida Vega Andrew Muñoz Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	

Attachments, if any:
Responsibilities upon Approval:

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2234
From:	
Subject: Discussion and consideration on Resolution 2019-35 appointing a member to an unexpired term to the Economic Development Corporation of Weslaco Board of Directors and authorizing the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)	
Background: The appointment is for an unexpired term; vacancy of †Rodolfo Cisneros.	
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 Aida Vega Mike Perez	Created/Initiated New
City Manager Comments: Approve.	
Staff Recommendation:	
Attachments, if any: Letter to Commission re EDC board member consideration, EDC Board of Directors 110718 mv, EDC APPLICANTS, R2019-35 EDC Board Member - unexpired term	
Responsibilities upon Approval: Execute and retain.	

EDC
WESLACO

THE ECONOMIC DEVELOPMENT CORPORATION
OF WESLACO

February 14, 2019

Mayor David Suarez & Commissioners
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

Dear Mayor Suarez:

Since the passing of one of board member, Rodolfo "Rudy" Cisneros, in January. The EDC staff and board are saddened by the passing of Rudy. In our last board meeting in January, the EDC invited Ms. Lillie Cisneros Ochoa, the daughter who runs the Cisneros Fine Jewelry store to our meeting.

Ms. Cisneros Ochoa said she would like to serve on the EDC board, like her father did. A downtown merchant is quite important to the direction of our Weslaco 110 and Facade grant program and the economic development for the community. The board and I would like to recommend the City of Weslaco appoint Ms. Cisneros Ochoa to the unfilled position of Rodolfo Cisneros. His term would have ended in December 2019.

If I can answer any questions, please reach out to me. Thank you.

Sincerely,

Marie McDermott
Executive Director

275 S. Kansas, Suite #A • Weslaco, Texas • 78596
(956) 969-0838 • (956) 969-8611 Fax

ECONOMIC DEVELOPMENT CORPORTATION OF WESLACO BOARD OF DIRECTORS

LAST NAME	FIRST NAME	APPOINTED	EXPIRATION	TERM
Talbert	Rick	12/2/2014	12/2/2019	3 year
Olivarez	Joe	12/2/2014	12/2/2019	3 year
Valadez	Benita	12/2/2018	12/2/2021	3 year
Cisneros	Rodolfo	12/2/2014	12/2/2019	3 year
Charlton	G. Stephen	12/2/2014	12/2/2020	3 year
Fuentes Aguilar	Diana	12/2/2014	12/2/2020	3 year
Cabaza	Cynthia	12/2/2014	12/2/2020	3 year

As of 110718 mv

APPLICANTS FOR THE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

FIRST NAME	LAST NAME	APPLICATION DATE
Juan	Duran	11/7/2018
Juan Jose	Serrano, Jr.	2/8/2019
Lillian	Cisneros Ochoa	2/15/2019

As of 21519

RESOLUTION NO. 2019-35

A RESOLUTION OF THE CITY OF WESLACO APPOINTING ONE MEMBER TO THE BOARD OF DIRECTORS OF THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

WHEREAS, the City of Weslaco has established the Economic Development Corporation pursuant to the Development Corporation Act of 1979 as amended; and

WHEREAS, the term of one member on this board of this corporation is for three years; and

WHEREAS, The Economic Development Corporation of Weslaco's board members shall serve staggered terms without compensation and limited to two (2) consecutive three (3) year terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to serve an unexpired term on the Board of Directors of the Economic Development Corporation that will expire on the_____day of _____, 20___.

PASSED AND APPROVED on this 5th 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: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-20
From:	
Subject: Discussion and consideration to approve Resolutions 2019-29 and 2019-37 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. Mr. Patrick B. Kennedy 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 Antonio Lopez Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation:	
Attachments, if any: Ambulance Advisory Board 111218 mv, R2019-29 Ambulance Board, R2019-37 Ambulance Board	
Responsibilities upon Approval: Execute and retain.	

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 5th 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**

RESOLUTION NO. 2019-37

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 5th 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: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2231
From:	
Subject: 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.)	
Background: Members Gail Weigel Ortiz; Ignacio H Cavazos; Maria L. Gonzalez and Jim Chapman have expressed interest to stay on the Board. Manuel Ramos expressed he does not want consideration to another term. At the time of posting no new interest is on file.	
Funding Source (budget code, if applicable)**:**	
Amount:	Term of Impact: / Identified in Current Budget:
Additional Action Prompted:	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
Aida Vega Pete Garcia Mike Perez	Created
City Manager Comments: Approve.	
Staff Recommendation:	
Attachments, if any: Weslaco Recycling Committee Task Force - board members 30718 mv, R2019-30 Weslaco Recyling task force members, R2019-31 Weslaco Recyling task force members, R2019-32 Weslaco Recyling task force members, R2019-33 Weslaco Recyling task force members, R2019-34 Weslaco Recyling task force members	
Responsibilities upon Approval:	

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 5th 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**

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 5th 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**

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 5th 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**

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 5th 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**

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 5th 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: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2275
From:	
Subject: Discussion and consideration on Resolution 2019-08, 2019-09 and 2019-10 appointing members to the Complete Count Census Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)	
Background: Commission action on February 5, 2019 approved Resolution 2019-05 creating a 14 member Complete Count Census Committee. Appointments are considered as interest is received.	
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 Rebekah De La Fuente Joe Pedraza Mike Perez		Created/Initiated New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: 2020 Census Count Committee, Applicants - 2020 Census Count Committee - as of 22519, R2019-08 Census Complete Count Committee (1), R2019-09 Census Complete Count Committee (1), R2019-10 Census Complete Count Committee (1)		
Responsibilities upon Approval: Execute and retain.		

2020 CENSUS COUNT COMMITTEE

APPOINTED	NAME	TERM EXPIRES
2/5/2019	Sergio Garcia	TBD
2/5/2019	Irma Valerio-Salinas	TBD

as of 20619 mv

Applicants 2020 Census Count Committee

First name	Last name	Date Received
Eddie	Picasso	2/13/2019
Daniel	Montez	2/25/2019
Alejandro	Guerra	2/27/2019

As of 22719

RESOLUTION 2019-08

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 _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 5th 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**

RESOLUTION 2019-09

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 _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 5th 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**

RESOLUTION 2019-10

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 _____ is appointed to serve on the Committee and the term will begin on _____, 20___, and will expire on _____, 20___.

PASSED AND APPROVED on this 5th 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: March 5, 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)**:**	
Aida Vega Andrew Muñoz Mike Perez	Created/Initiated Approved New
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.	NM Contracting, LLC	Pecock General Contr.	E-Con Group, LLC	Gonzalez De La Garza	Arell Const.	Centennial Contractors
2900 N. Texas Blvd. #201	2022 Orchid Ave.	801 East Grimes	3025 S. sugar Rd.	4112 N. 22nd St. #100	2614 E. Griffen Parkway	11111 Sunset Hills Rd. #350
Weslaco, Tx. 78596	McAllen, Tx. 78504	Harlingen, Tx 78550	Edinburg, Tx. 78539	McAllen, Tx. 78504	Mission, Tx. 78572	Reston, VA 20190
956-447-1048	956-631-5667	956-423-5683	956-259-8005	956-232-2863	956-686-7500	703-885-4600
Connie Bearden	Noel Muñoz	Tre Peacock	Gilbert Enriquez	Edward R. De La Garza	Arlina Ramos	Geoff Preisman
trigenconnie@gmail.com	noeljr@nmcontracting.us	trepeacock@hotmail.com	genriquez@econgroup.us	edelagarza@gd-us.com	arlinaramos@gmail.com	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 Boardew	TRIGen Constr.	6/26/18	9564471048	trigencarnie@gmail.com
Sergio Saldivar	Centennial	6-26-18	956-778-8375	ssaldivar@cce-inc.com
Roy Hernandez	Peacock Gen. Contractor	6/26/18	9564236733	Peacockgeneral@hotmail.com
Domingo Pequeño	Gonzalez DE LA GARZA	6/26/2018	956-605-3772	dpequeno@gd-us.com
	City of Weslaco	6/26/18	956-968-3181	mrgomez@weslacotx.gov
Michael Ramos	NM Contracting	6/26/18	2108482077	mike@nmcontracting.us
	NM CONTRACTING, LLC	6/26/18	631-5667	MATT@NMCONTRACTING.US
	Arell Construction	6/26/18	330-9708	arellconstruction@yahoo.com
	Javad - ECON Group	6/26/18		
JAIME ENRIQUEZ	ECON GROUP	6.26.18	259-8005	jenriquez@econgroup.us
	City of Weslaco		969-0241	amunoz@weslacotx.gov
	City of Weslaco	6-26-18	447-3415	
Jaime Hernandez	City of Weslaco	6-26-18	447-3405	
Mardoqueo Hinojosa	City of Weslaco	6-26-18	447-3403	mhinojosa@weslacotx.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: March 5, 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)**:**	
Aida Vega Andrew Muñoz Mike Perez	Created/Initiated Approved New
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 ashpalt. 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 ENTREMATIC 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	

Alvarado Architects & Associates, Inc. 307 S. Main St. Donna, TX 78537
Architects / Construction Mgrs./ Planners Tel. 956 464-8258 Fax 956 464-8268

February 08, 2019

Mr. Mike R. Perez, City Manager **VIA: EMAIL**
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

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: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2309	
From:		
Subject: Discussion and consideration to approve an Incentive Agreement between Economic Development Corporation of Weslaco and City of Weslaco for drainage improvements in the City's central business district (alley)and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)		
Background:		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Benjamin Worsham Mike Perez	Created	
City Manager Comments: Approve recommending proposals be solicited for drainage improvements (to be outsourced (not to be done in-house).		
Staff Recommendation:		
Attachments, if any: INCENTIVE AGREEMENT between EDC and City of Weslaco - for drainage improvements central business district (alley)		
Responsibilities upon Approval:		

STATE OF TEXAS §
§ INCENTIVE AGREEMENT
COUNTY OF HIDALGO §

This Incentive Agreement (hereinafter the "Agreement") is made as of the last date of execution set forth below, by and between ECONOMIC DEVELOPMENT CORPORATION OF WESLACO (the "EDC"), a Texas non-profit corporation, and the CITY OF WESLACO, TEXAS (the "City").

WHEREAS, the EDC is organized under the Texas Local Government Code, Chapters 501 - 505, whose primary income is from sales tax revenues collected within the City of Weslaco (the "City") and is committed to inducing the retention of existing jobs, the creation of new jobs and the increase in capital investment in the private sector within the City and its surrounding trade areas;

WHEREAS, City has requested the EDC's participation in a commercial alley drainage improvement project in the City's central business district which will have positive implications for the City's drainage system (the "Project");

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by the EDC and City, as follows:

I. The Project and Obligations of the EDC

The Project consists of (a) removing and replacing portions of the asphalt cover in the alley section between Fourth Street and Fifth Street in the City's downtown commercial area, and (b) allocating a portion of the incentive amount for the purpose of purchasing a Leida GG04 Plus Table Solution (see Exhibit A) to assist with the Project. The objective of the Project is to redirect surface rainwater away from the surrounding

commercial buildings. The Project improvements may require relocation of water, sewer and other utility services. The parties anticipate the cost of the Paving Removal and Replacement Project and the EDC's contribution in the amount of one-half of the price of the Leica GG04 plus Table Solution, will not to exceed $25,000, which is the amount which the EDC has committed to the Project. The EDC's payment of incentive amount will be the extent of its contribution to the Project.

II. Obligations of the City

In consideration of the EDC's financial contribution and obligations in connection with the project as herein set out, the City covenants to undertake, at its sole cost and expense, the design of plans and specifications for the drainage improvements, the paving replacement, as described in the EDC Executive Director's transmittal, dated September 13, 2018, and attached hereto as Exhibit B. The City shall be responsible for designing the improvements and for procuring a contractor to undertake the removal and replacement of the pavement within the budget amount and for oversight and coordination of the Project.

The City further agrees that it will be responsible for the removal, repair and replacement as necessary, of water and sewer lines which may exist under the paved surface of the alley. If necessary to address electrical utility lines within the project site, the City covenants to address those matters with the electric utility.

EXECUTED this _____ day of _____, 2019.

THE ECONOMIC DEVELOPMENT
CORPORATION OF WESLACO

By:_____
MARIE MCDERMOTT,
Executive Director
275 S. Kansas, Suite A
Weslaco, Texas 78596
Telephone: (956) 969-0838
Facsimile: (956) 969-8611

ATTEST:

_____
Secretary

EXECUTED this _____ day of _____, 2019.

CITY OF WESLACO, TEXAS

By:_____
Mayor

APPROVAL BY CITY OF WESLACO

The economic development incentives as set forth in this Incentive Agreement were approved on motion duly made, seconded and passed by the City Commission of the City of Weslaco, Texas, at a duly posted meeting with a quorum present in accordance with the laws of the State of Texas on the _____ day of _____.

EXECUTED this _____ day of _____.

CITY OF WESLACO, TEXAS

By:_____
David Suarez, Mayor

ATTEST:

_____
Myra Ayala Garza, City Secretary

APPROVED:

_____
City Attorney, Juan E. Gonzalez

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2273
From:	
Subject: Discussion and consideration to unseal the sole bid received for Request For Bids No. 2018-19-07, and possibly award bid to the sole bidder, for replacement of Automated Weather Observation System III and authorize the Mayor to execute and related documents. Possible Action. (Staffed by Airport.)	
Background: As authorized, staff released a Request for Bids with the two vendors TXDOT supplied as per-qualified vendors. Of the two vendors, only DBT Transportation submitted a bid. Staff recommends opening the sole bid and awarding to DBT Transportation for the installation of a new AWOS weather station at the airport.	
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 advisory board has approved to the replacement of the AWOS system. The board does not approve contracts but recommends replacement.	
Andrew Muñoz Andrew Muñoz Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation: Staff recommends approval.	
Attachments, if any: Sign in sheet & Sole Bid	
Responsibilities upon Approval:	

CITY OF WESLACO

SIGN IN FORM

AWOS Replacement

RFB No.: 2018-19-07

Friday, February 15, 2019

Signature	Name of Company	Date	Phone No.	E-mail
	City of Weslaco	2/15/2018	447-2240	hrhodes@weslacotx.gov
FR	" "	" "	" "	Freyes@weslacotx.gov

Replacement Automated Weather Observation System
RFB No.: 2018-19-07

DBT Transportation Services LLC
2655 Crescent Drive, Suite A1
Lafayette, CO 80026

This box is for use with the following services: UPS Next Day Air®

KAREN SPENCE
8443438328
DBT TRANSPORTATION SERVICES, L
2655 CRESCENT DR
LAFAYETTE CO 80026

2 LBS

1 OF 1

DWT: 16,11,3

SHIP TO:
HOMER RHODES
9564472240
CITY OF WESLACO
255 S. KANSAS AVE.
WESLACO TX 78596-6158

TX 785 0-01

UPS 2ND DAY AIR

TRACKING #: 1Z 21F 944 02 9846 8319

2

2-13-19
2:15 P.M.

Standardized Agenda Request Form

Date of Meeting: March 5, 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.	
Aida Vega Joe Pedraza Mike Perez	Created/Initiated Approved New
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

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 HCDD No. 1	☑ YES ☐ NO Irrigation District HCCID No. 9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____**$350.00** Planning Review fee

_____One 11" X 17" reduced copy of plat

_____Plat Layout

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

_____Drainage plans and calculations with engineer's seal

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

_____Proof of ownership of the property

_____If septic tank system required, submit soil evaluation report

_____Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

_____One 11" X 17" reduced copy of plat

_____Plat Layout

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

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

SUBMITTALS REQUIRED FOR FINAL (P & Z) **Will not apply to Single Lot Variance**

_____**Twelve (12)** sets of plans **FOLDED & STAPLED** (24 x 36) & **PDF** copy **with all corrections**
_____Plats to be sealed by Professional Engineer
_____Approved Drainage Report
_____Traffic Impact Analysis (If required)

SUBMITTALS REQUIRED FOR FINAL (City Commission)

_____One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

_____ Sealed engineering cost estimates
_____ Letter of Credit/Performance Bond/Escrow

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: 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: _____

_____

RECEIVED
DEC 20 2018
Planning & Code Enforcement Dept.

APPLICATION FOR SUBDIVISION VARIANCE

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

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

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: Kevin Campbell Date: 12-2018

_____ 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	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	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

Doc-2515973

**** 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 heren, 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.

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.

Doc-2515973

Quatro Hermosas

By: _____
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.

_____
Notary Public, State of Texas

CODY LEE ZIEGLER
Notary Public, State of Texas
My Commission Expires
February 01, 2017

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 Servey Performed : 9/20/2018

Subdivision Name Midway Country Estates Bore 1 Lot 42
Bore 2 Lot 02

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 featureson 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						
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 : 2

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 accurateto the best of my ability.

Signature of Site Evaluator 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 Servey 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 featureson 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 accurateto the best of my ability.

Signature of Site Evaluator 9/20/2018 Date

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 Servey 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 featureson 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 accurateto the best of my ability.

Signature of Site Evaluator Date 9/20/2018

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 : X
Presence of adjacent ponds, streams, water impoundments :	Yes : _____	No : X
Existing or proposed water well in the nearby area :	Yes : _____	No : X
Organized sewage service available to lot or tract :	Yes : _____	No : X

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 Sesin, 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,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527

HIDALGO COUNTY DRAINAGE DISTRICT No. 1
RAUL E. SESIN, PE, CFM
General Manager, Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES	EDUARDO "EDDIE" CANTU	RAMON GARCIA	JOE M. FLORES	JOSEPH PALACIOS
Board Member	Board Member	Chairman of the Board	Board Member	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

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED
PROFESSIONAL ENGINEER

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
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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.

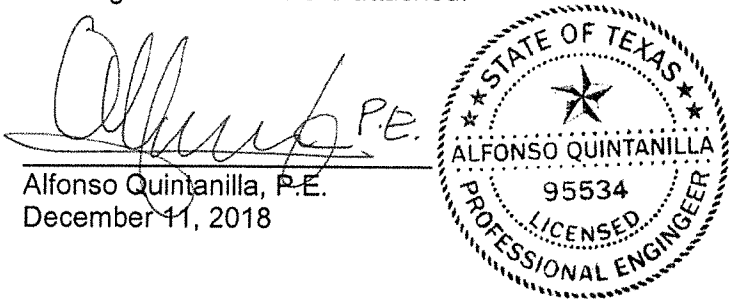
The tract is Zone "X" (unshaded) as per FEMA Flood Insurance Rate Map Community Panel No. 480334 0450 C dated June 6, 2000 with LOMR dated October 5, 2018.

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

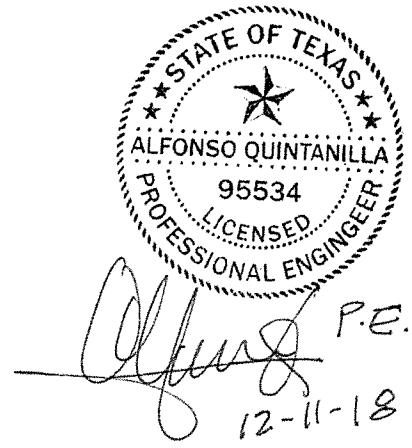
FUTURE:

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



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

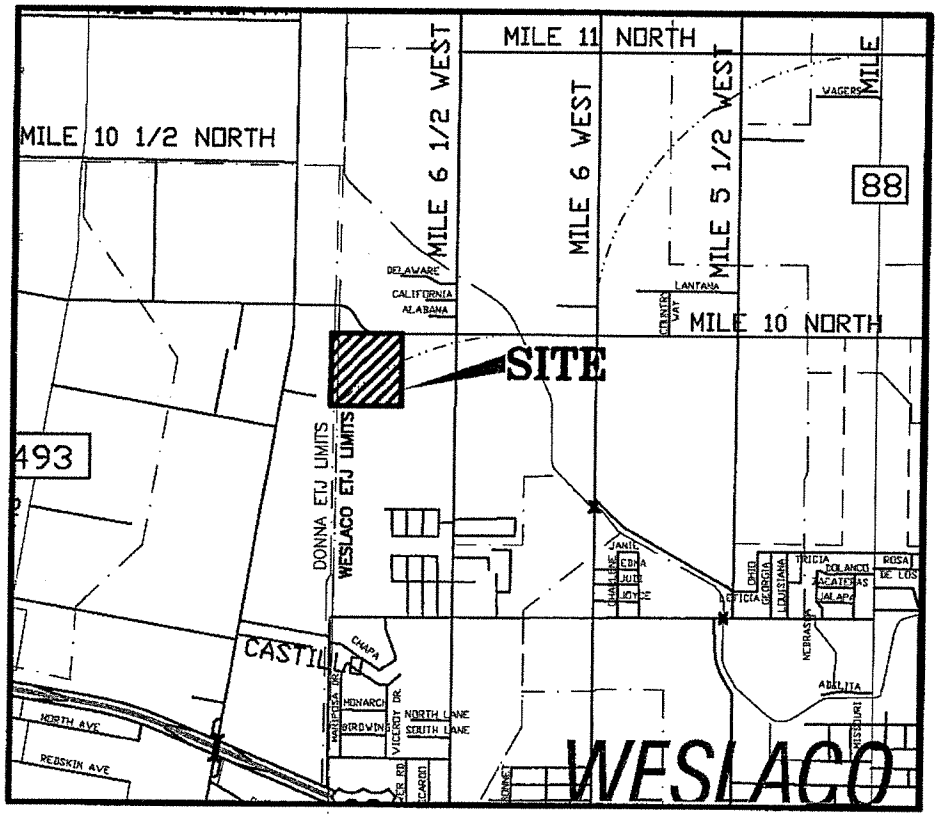
MIDWAY COUNTRY ESTATES

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

NATIONAL FLOOD INSURANCE PROGRAM

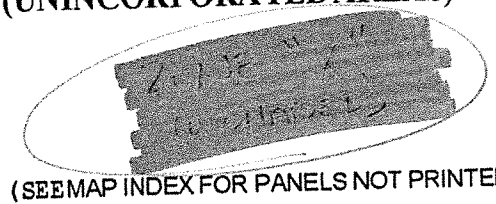
NFIP

PANEL 0450 C

FIRM

FLOOD INSURANCE RATE MAP

HIDALGO COUNTY, TEXAS
(UNINCORPORATED AREAS)



(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
480334 0450 C
MAP REVISED:
JUNE 6,2000

REVISED TO
REFLECT LOMR
DATED MAY 30 2002

Federal Emergency Management Agency

LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

ZONE A No base flood elevations determined.

ZONE AE Base flood elevations determined.

ZONE AH Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.

ZONE A99 To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.

ZONE V Coastal flood with velocity hazard (wave action); no base flood elevations determined.

ZONE VE Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

ZONE X Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.

OTHER AREAS

ZONE X Areas determined to be outside 500-year floodplain

ZONE D Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS

Identified 1983 | Identified 1990 | Otherwise Protected Areas

Coastal barrier areas are normally located within or adjacent to special flood hazard areas.

Floodplain Boundary

Floodway Boundary

Zone D Boundary

Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.

513 Base Flood Elevation line; Elevation in Feet*

D—D cross Section Line

(EL 987) Base Flood Elevation in Feet Where Uniform Within Zone *

RM 7 × Elevation Bench Mark (See notes below)

• M1.5 River Mile

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

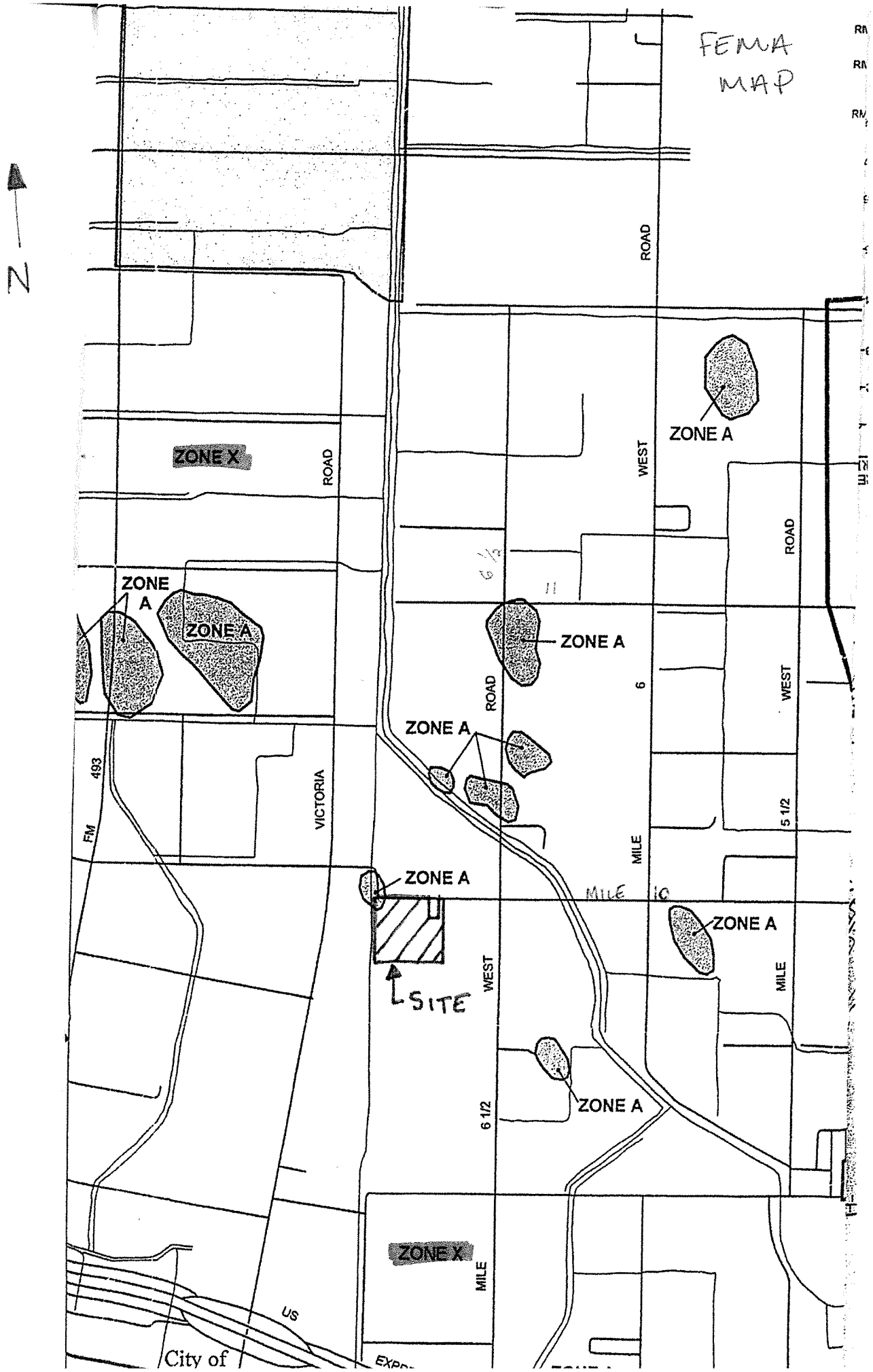
This map is for use in administering the National Flood insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted 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) inlude 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.

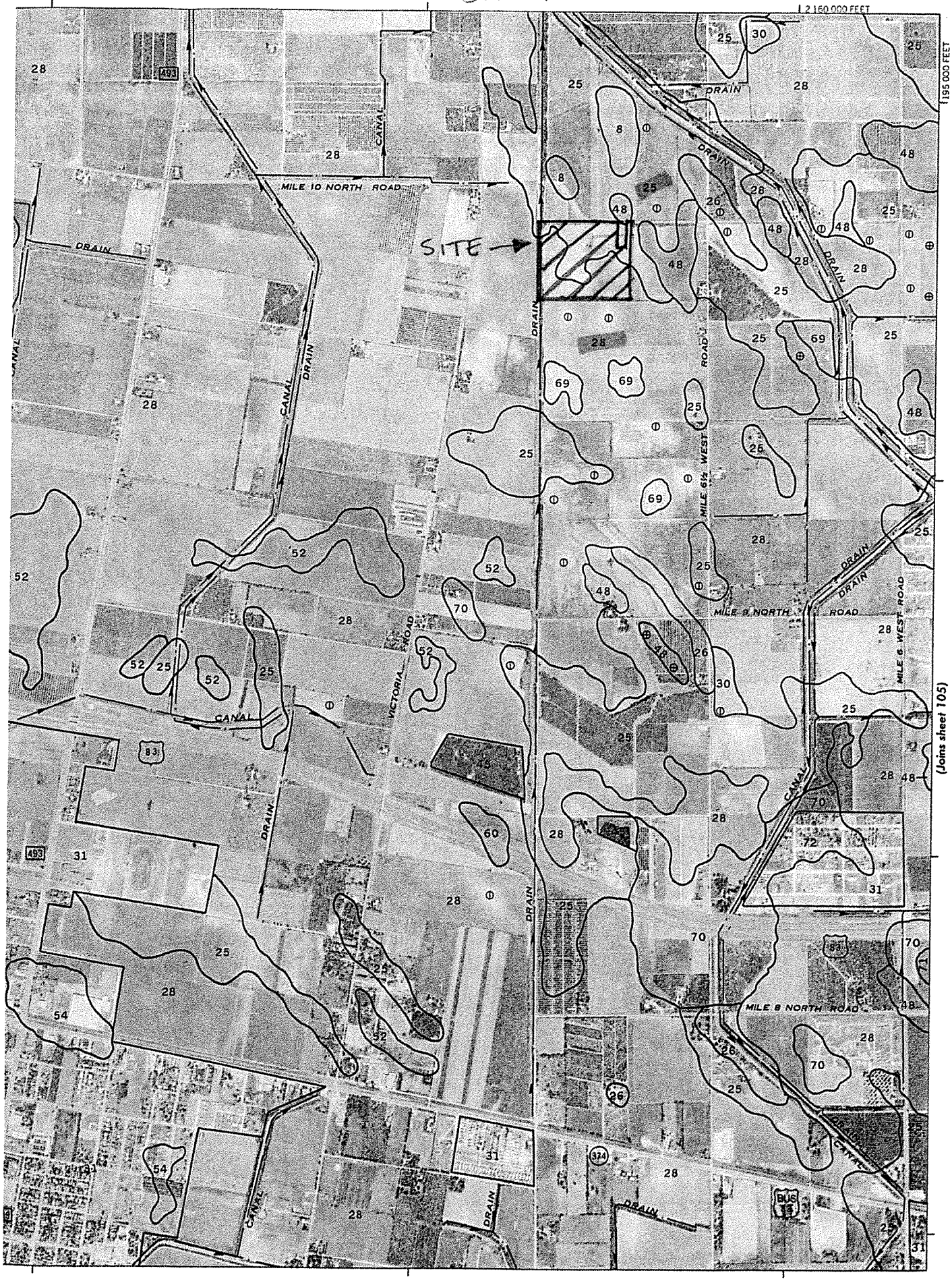
Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the Federal Emergency Management Agency.

Floodway widths in some areas may be too narrow to show to scale. Refer to Floodway


FEMA MAP
N
ZONE X
ROAD
ZONE A
WEST
ROAD
ZONE A
ZONE A
ZONE A
ROAD
6
WEST
ZONE A
493
FM
VICTORIA
ZONE A
MILE
5 1/2
MILE
10
ZONE A
SITE
WEST
MILE
ZONE A
6 1/2
ZONE X
MILE
US
City of

— SHEET NUMBER 104

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

See footnote at end of table.

TABLE 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--------	0-17	8-15	2.0-6.0	0.07-0.14	6.6-7.8	<2	Low----------	0.20	5	<1
Hebbronville	17-58	12-18	2.0-6.0	0.11-0.17	6.6-8.4	<2	Low----------	0.24		
	58-65	10-17	2.0-6.0	0.11-0.17	7.9-8.4	<2	Low----------	0.24		
25, 26, 27--------	0-17	15-20	0.6-2.0	0.06-0.15	7.9-8.4	<4	Low----------	0.24	5	1-3
Hidalgo	17-28	23-35	0.6-2.0	0.08-0.17	7.9-8.4	<4	Moderate-----	0.32		
	28-80	23-35	0.6-2.0	0.08-0.20	7.9-8.4	<4	Moderate-----	0.32		
28, 29------------	0-17	20-30	0.6-2.0	0.02-0.17	7.9-8.4	<4	Moderate-----	0.32	5	1-3
Hidalgo	17-28	23-35	0.6-2.0	0.08-0.17	7.9-8.4	<4	Moderate-----	0.32		
	28-80	23-35	0.6-2.0	0.08-0.20	7.9-8.4	<4	Moderate-----	0.32		
30----------------	0-17	20-30	0.6-2.0	0.01-0.13	7.9-8.4	4-16	Moderate-----	0.32	5	1-3
Hidalgo	17-28	23-35	0.6-2.0	0.01-0.13	7.9-8.4	4-16	Moderate-----	0.32		
	28-80	23-35	0.6-2.0	0.01-0.15	7.9-9.0	4-16	Moderate-----	0.32		
31:*										
Hidalgo----------	0-17	20-30	0.6-2.0	0.08-0.17	7.9-8.4	<4	Moderate-----	0.32	5	1-3
	17-28	23-35	0.6-2.0	0.08-0.17	7.9-8.4	<4	Moderate-----	0.32		
	28-80	23-35	0.6-2.0	0.08-0.20	7.9-8.4	<4	Moderate-----	0.32		
Urban land.										
32:*										
Jimenez----------	0-8	12-24	0.6-2.0	0.05-0.10	7.9-8.4	<2	Low----------	0.10	1	1-3
	8-10	---	---	---	---	---	----------	----		
	10-60	---	---	---	---	---	----------	----		
Quemado----------	0-6	10-18	0.6-2.0	0.09-0.13	6.1-7.8	<2	Low----------	0.10	1	<1
	6-12	18-27	0.6-2.0	0.05-0.10	6.6-7.8	<2	Low----------	0.10		
	12-18	---	---	---	---	---	----------	----		
	18-60	---	---	---	---	---	----------	----		
33----------------	0-14	12-35	0.6-2.0	0.15-0.22	7.9-8.4	<2	Moderate-----	0.37	5	1-3
Laredo	14-65	18-35	0.6-2.0	0.13-0.20	7.9-8.4	<4	Moderate-----	0.43		
34----------------	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
Matamoros										
35, 36, 37, 38----	0-14	14-25	0.6-2.0	0.11-0.16	7.9-8.4	<2	Low----------	0.24	5	0.5-1
McAllen	14-72	20-31	0.6-2.0	0.09-0.18	7.9-8.4	<4	Low----------	0.28		
39----------------	0-19	40-60	<0.06	0.12-0.18	7.9-8.4	<4	Very high----	0.32	5	1-3
Mercedes	19-57	45-60	<0.06	0.09-0.15	7.9-9.0	<8	Very high----	0.32		
	57-65	45-60	<0.06	0.06-0.20	7.9-9.0	>4	Very high----	0.32		
40----------------	0-19	40-60	<0.06	0.02-0.12	7.9-9.0	>4	Very high----	0.32	5	1-3
Mercedes	19-57	45-60	<0.06	0.02-0.09	7.9-9.0	>8	Very high----	0.32		
	57-65	45-60	<0.06	0.02-0.07	7.9-9.0	>8	Very high----	0.32		
41----------------	0-19	40-60	<0.06	0.12-0.18	7.9-8.4	<4	Very high----	0.32	5	1-3
Mercedes	19-57	45-60	<0.06	0.09-0.15	7.9-9.0	<8	Very high----	0.32		
	57-65	45-60	<0.06	0.06-0.20	7.9-9.0	>4	Very high----	0.32		
42----------------	0-29	2-12	2.0-6.0	0.05-0.10	6.1-7.3	<2	Low----------	0.17	5	<1
Nueces	29-72	18-34	0.2-0.6	0.12-0.17	6.6-8.4	<2	Moderate-----	0.24		
43:*										
Nueces-----------	0-29	2-12	2.0-6.0	0.05-0.10	6.1-7.3	<2	Low----------	0.17	5	<1
	29-72	18-34	0.2-0.6	0.12-0.17	6.6-8.4	<2	Moderate-----	0.24		
Sarita-----------	0-48	1-10	6.0-20	0.05-0.10	6.1-7.3	<2	Low----------	0.17	5	0.5-1
	48-80	18-35	2.0-6.0	0.13-0.19	5.6-8.4	<2	Moderate-----	0.24		
44----------------	0-47	35-55	0.2-0.6	0.13-0.18	7.9-8.4	<4	Very high----	0.32	5	1-3
Olmito	47-65	35-55	0.06-0.2	0.06-0.18	7.9-8.4	>4	Very high----	0.32		
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	Hydrologic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hardness	Uncoated steel	Concrete
					Ft			In			
1.* Arents											
2---------- Benito	D	Occasional	Long------	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4---------- Brennan	B	None--------	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6---------- Camargo	B	Rare--------	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7---------- Cameron	D	None--------	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8---------- Comitas	A	None--------	---	---	>6.0	---	---	---	---	Low------	Low.
9, 10, 11--------- Delfina	B	None--------	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12---------- Delmita	C	None--------	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:*											
Delmita----------	C	None--------	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
Randado----------	C	None--------	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14---------- Falfurrias	A	None--------	---	---	>6.0	---	---	---	---	Low------	Low.
15**---------- Grulla	D	Frequent----	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18-------- Hargill	B	None--------	---	---	>6.0	---	---	---	---	High-----	Low.
19---------- Harlingen	D	None--------	---	---	>6.0	---	---	---	---	High-----	Low.
20---------- Harlingen	D	None--------	---	---	5.0-6.0	---	---	---	---	High-----	Moderate.
21:*											
Harlingen--------	D	None to rare	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
22, 23, 24-------- Hebbronville	B	None--------	---	---	>6.0	---	---	---	---	Low------	Low.
25, 26, 27, 28, 29---------- Hidalgo	B	None--------	---	---	>6.0	---	---	---	---	High-----	Low.
30---------- Hidalgo	B	None--------	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
31:*											
Hidalgo----------	B	None--------	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
32:*											
Jimenez----------	C	None--------	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

See footnotes at end of table.

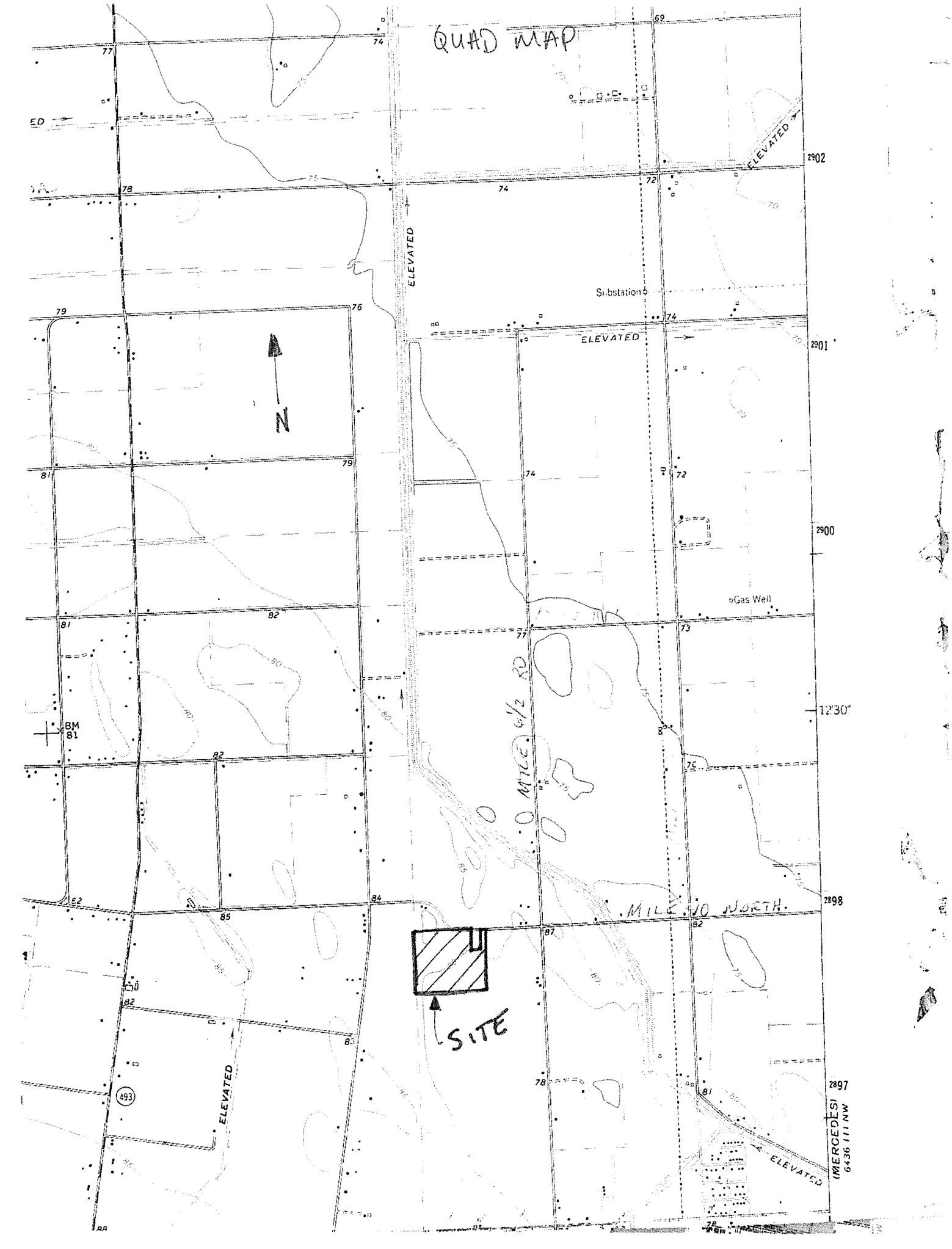

QUAD MAP
ELEVATED
Substation
Gas Well
N
BM 81
0.5 MILE
.5 MILE TO NORTH.
SITE
2902
2901
2900
2898
2897
12'30"
(493)
MERCEDES
6436 III NW

TABLE I
TIME OF CONCETRATION DETERMINANTION
MIDWAY COUNTRY ESTATES

COMPUTATION POINT	DESCRIPTION OF RUNOFF MEDIUM	OVERLAND FLOW				CHANNEL, PIPE, STREET, ETC. FLOW					
		C	LENGTH (FT.)	GRADE (%)	TIME (MIN)	WIDTH/DIA. (FT)	GRADE (%)	LENGTH (FT)	VELOCITY (FPS)	TIME (MIN)	TOTAL TIME (MIN)
Existing	Overland	0.2	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"

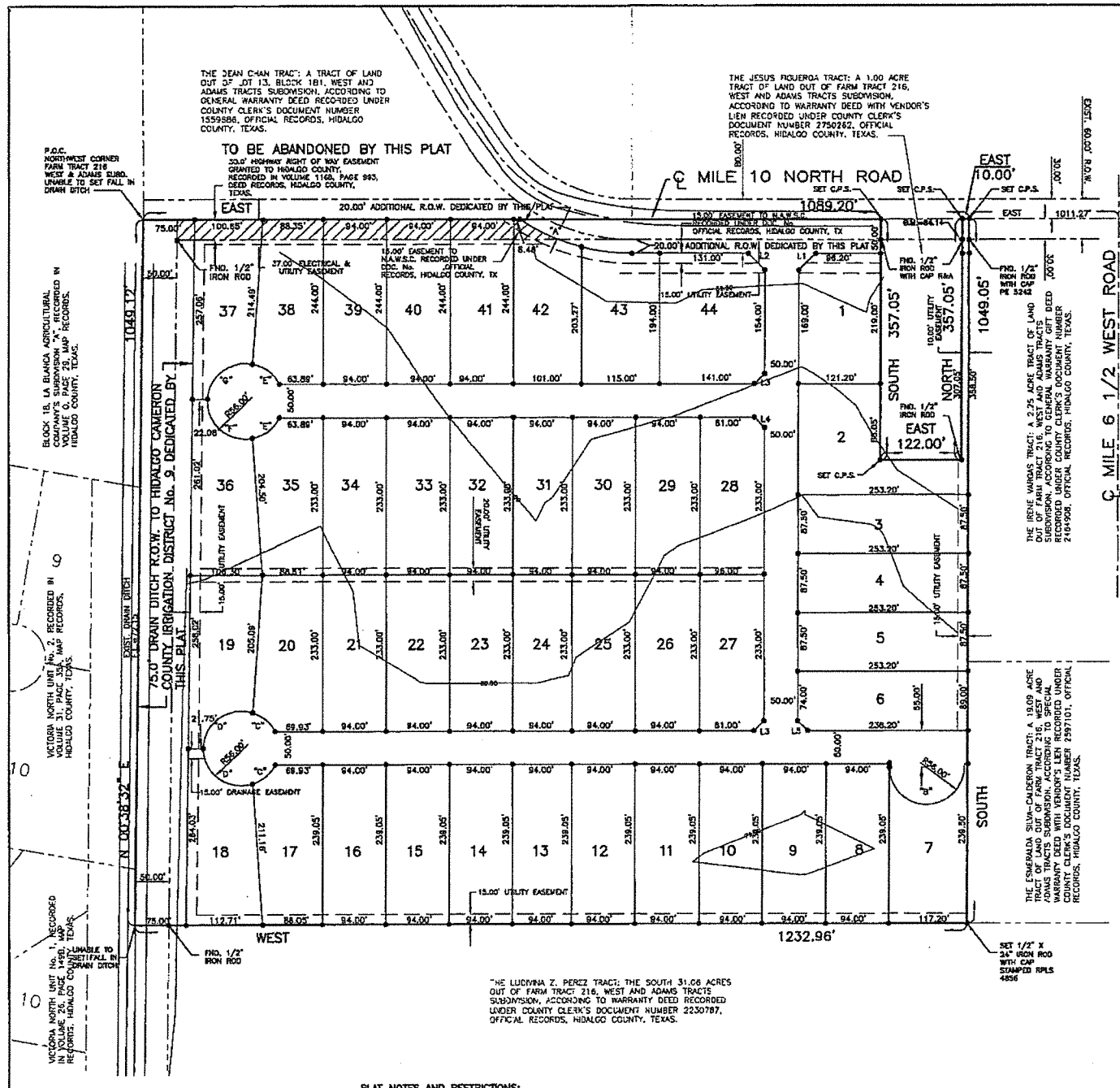
$$Tc = \frac{L}{(Vx60)}$$

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"

$$I = \frac{b}{(Tc + d)^e}$$



LOT	AREA (S.F.)	AREA (AC.)
1	23200.10	0.53
2	30298.13	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	22463.85	0.51
18	23061.11	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	22881.72	0.52
39-41	22936.00	0.53
42	22474.53	0.52
43	22538.92	0.52
44	29839.00	0.69

22538.92

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	LENGTH
"A"	20°29'51"	304.00'	108.75'
"B"	180°00'00"	56.00'	175.92'
"C"	46°06'20"	56.00'	45.06'
"D"	107°22'45"	56.00'	104.95'
"E"	53°02'33"	56.00'	51.84'
"F"	103°30'48"	56.00'	101.17'
"G"	97°22'17"	56.00'	95.17'

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 VENDORS' 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 GENERAL WARRANTY GIFT DEED 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 LUDWINA 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 LUDWINA 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 00°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

7-27-18
DATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on the plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the City, County or State hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocating said water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of the grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____, 20__.

LA CUESTA SOL DEVELOPMENT LTD.
KEVIN CAMPBELL MEMBER
1210 EAST TYLER AVENUE
HARLINGEN, TX 78550

DATE

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 STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

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; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

LA CUESTA SOL DEVELOPMENT LTD.
KEVIN CAMPBELL MEMBER
1210 EAST TYLER AVENUE
HARLINGEN, TX 78550

DATE

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 purposed and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

CLARISSA ANNETTE QUINTANILLA
Notary Public, State of Texas
My Commission Expires
November 04, 2021
NOTARY ID 129813235

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__.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER
HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 — DATE

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. 85534

12-11-18
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

DATE OF PREPARATION: JULY 27, 2018

SHEET No. 1 OF 3 SHEETS	FILENAME : F:\DATA\SUBDIMS\WESLACO\MIDWAY COUNTRY ESTATES\PLAT			
	DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
	JULY 27, 2018	JG		
	DATE REVISED	REVISED BY		

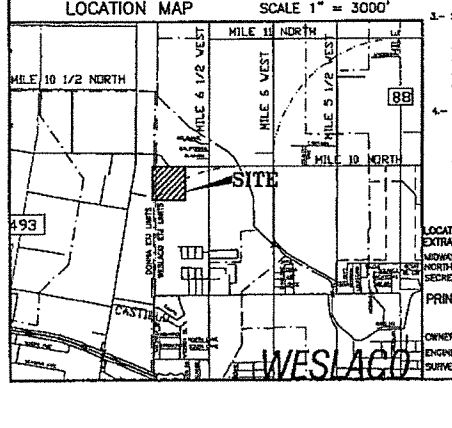
INDEX OF SHEETS

SHEET 1
HEADING INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (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 AUDITOR'S CERTIFICATION; H.C.I.D. #9 CERTIFICATION; HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE; HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; REVISION NOTES.

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); SURVEYOR CERTIFICATE & STATEMENT

SHEET 3
DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION REVISION NOTES.

LOCATION MAP SCALE 1" = 3000'



PLAT NOTES AND RESTRICTIONS:

1.- 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 6, 2000.
L.O.M.R. MAY 26, 2002 AND L.O.M.R. CASE NO. 18-06-0700P
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)

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

3.- 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

4.- 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 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.

5.- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS
B.M. No. 1= 84.14 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

6.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 65,282.78 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.

7.- LEGEND ● = DENOTES 1/2"X24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.- 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.

10.- 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.

11.- 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.

12.- THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION EVERY 300 FEET AS REQUIRED BY THE CITY OF WESLACO.

13.- 4.0' SIDEWALKS ALONG INTERIOR STREETS ARE REQUIRED AT TIME OF BUILDING PERMIT.

14.- 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 B COUNTY CONSTRUCTION SPECIFICATIONS 3.1.4.

15.- MIDWAY COUNTRY ESTATES . THE OWNER & SUBDIVIDER OF KEVIN CAMPBELL RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESIGNED ON SHEET No. 2 OF THIS PLAT.

16.- ESCROW 5.0' SIDEWALK ALONG MILE 10 NORTH ROAD.

17.- NO ACCESS TO MILE 10 NORTH ROAD. FOR LOTS 1,2 AND 37 THROUGH 44.

18.- 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 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSES 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 OCCUPYING 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 ETJ. IT LIES IN PCT. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	LA CUESTA SOL DEVELOPMENT LTD. KEVIN CAMPBELL–MEMBER	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 · LAND SURVEYORS
124 E. STUBBS ST. · PHONE 956-381-6480
EDINBURG, TEXAS 78539 · FAX 956-381-0527
REGISTRATION NUMBER F-1513 · ALFONSOQ@QHA-ENG.COM
SURVEYING REGISTRATION NUMBER 100411-00

VICTORIA NORTH UNIT No. 2, RECORDED IN VOLUME 31, PAGE 35A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BLOCK 18, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", RECORDED IN VOLUME 0, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RECORDED MAP TEXAS.

PROP. RAMP 50 L.F. SLOPE 6:1

PROP. RIP-RAPS F.L=72.30 (BOTH SIDES)

PROP. 32.2' DRAIN DITCH EXCAVATION

PROP. RIP-RAPS F.L=73.00

PROP. RAMP 50 L.F. SLOPE 6:1

N 00°38'32" E

1049.12'

EXIST. DRAIN DITCH F.L.=72.00'

"A"

"A"

EAST

WEST

15.00' DRAINAGE EASEMENT

15.00' UTILITY EASEMENT

R48.00'

R48.00'

PROP. 30" R.R.G.C.P. STORM SEWER 350.00 (CLII) S=0.20% Q=19.92 CFS L.F.

PROP. 24" R.R.G.C.P. (CLII) STORM SEWER 354.00 L.F. S=0.35% Q=14.53 CFS

37.00' ELECTRICAL & UTILITY EASEMENT

30.0' HIGHWAY RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY, RECORDED IN VOLUME 1188, PAGE 993, DEED RECORDS, HIDALGO COUNTY, TEXAS.

15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER OFFICIAL DOC. No. RECORDS, HIDALGO COUNTY, TX

EXIST. 10 "WATERLINE" (NORTH ALAMO WATER SUPPLY CORP.)

OVERHEAD POWER LINE

℄ MILE 10 NORTH ROAD

PROP. 18" R.R.G.C.P. CULVERT 56.00 L.F. W SET (72.0 LF TOTAL)

1089.20'

PROP. TYPE "A" INLET TOP=78.10 F.L.=73.00

PROP. TYPE "A" INLET TOP=79.25 F.L.=74.25

PROP. TYPE "A" INLET TOP=79.25 F.L.=74.00

PROP. 18" R.R.G.C.P. (CLIII) STORM SEWER 32.00 L.F. S=0.63% Q=9.05 CFS

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 537.00 L.F. S=0.28% Q=13.00 CFS

PROP. TYPE "A" INLET TOP=80.00 F.L.=75.75

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 537.00 L.F. S=0.20% Q=10.98 CFS

PROP. TYPE "A" INLET TOP=78.40 F.L.=74.10

PROP. 18" R.R.G.C.P. (CLIII) STORM SEWER 32.00 L.F. S=0.63% Q=9.05 CFS

PROP. TYPE "A" INLET TOP=78.40 F.L.=74.30

PROP. TYPE "A" INLET TOP=78.40 F.L.=78.00

PROP. 18" R.R.G.C.P. (CLIII) STORM SEWER 32.00 L.F. S=0.53% Q=9.05 CFS

PROP. 32.0' B-B

PROP. 32.0' B-B

PROP. 32.0' B-B

20.00' UTILITY EASEMENT

15.00' UTILITY EASEMENT

15.00' UTILITY EASEMENT

PROP. 6.0' VALLEY GUTTER

S=0.37%

S=0.43%

H.P.=80.50

T/C=78.60

T/C=80.50

T/C=81.30

R48.00'

1232.96'

SOUTH

357.05'

EAST

122.00'

NORTH

357.05'

10.00' UTILITY EASEMENT

1049.05'

EAST

10.00'

EXIST. 60.00' R.O.W.

1011.27'

30.00'

30.00'

CHAINLINK FENCE

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.

℄ MILE 6 1/2 WEST ROAD

SCALE: 1" = 60'

APPROVED BY	CHECKED BY	DESIGNED BY	DRAWN BY	DATE REVISED	DATE PREPARED	SHEET NUMBER
AP	AP	AP	AP	12-11-18	7-27-18	2 OF 2

J:\MIDWAY\DRAWINGS\MIDWAY COUNTRY ESTATES SUBDIVISION.DWG

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

STATE OF TEXAS
ALFONSO QUINTANILLA
95334
LICENSED PROFESSIONAL ENGINEER
12-11-18

MIDWAY COUNTRY ESTATES SUBDIVISION
PAVING AND DRAINAGE LAYOUT

JOB NO. _____
DATE _____
REVISION _____
SCALE _____
DRAWN BY _____
SHEET _____

VICTORIA NORTH UNIT No. 2, RECORDED IN VOLUME 31, PAGE 35A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BLOCK 18, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", RECORDED IN VOLUME 0, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RECORDED MAP TEXAS.

PROP. RAMP 50 L.F. SLOPE 6:1

PROP. RIP-RAPS F.L.=72.30 (BOTH SIDES)

PROP. 32.2' DRAIN DITCH EXCAVATION

PROP. RIP-RAPS F.L.=73.00

PROP. RAMP 50 L.F. SLOPE 6:1

N 00°38'32" E

1049.12'

"A"

EXIST. DRAIN DITCH F.L.=72.00

82.37
72.64
71.61
72.22

15.00' UTILITY EASEMENT

R48.00'

PROP. 30" R.R.G.C.P. (CLIII) STORM SEWER 1560.00 L.F. S=0.20% Q=19.92 CFS

15.00' DRAINAGE EASEMENT

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 1554.00 L.F. S=0.35% Q=14.53 CFS

37.00' ELECTRICAL & UTILITY EASEMENT

30.0' HIGHWAY RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY, RECORDED IN VOLUME 1168, PAGE 993, DEED RECORDS, HIDALGO COUNTY, TEXAS.

EAST

WEST

18 17 16

19 20 21

36 35 34

37A

38 D-4 2.90 AC. 39

D-3 2.83 AC.

PROP. TYPE "A" INLET TOP=78.25 F.L.=74.00

PROP. TYPE "A" INLET TOP=78.10 F.L.=73.00

PROP. TYPE "A" INLET TOP=79.25 F.L.=74.50

PROP. TYPE "A" INLET TOP=78.25 F.L.=74.25

15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. ,OFFICIAL RECORDS, HIDALGO COUNTY, TX

OVERHEAD POWER LINE

EXIST. 10 "WATERLINE (NORTH ALAMO WATER SUPPLY CORP.)

PROP. 18" R.R.G.C.P. CULVERT 56.00 L.F. W SET (72.0 LF TOTAL)

1089.20'

15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. OFFICIAL RECORDS, HIDALGO COUNTY, TX

D-8 3.18 AC.

D-7 3.08 AC.

22 23 24

25 26 27

15 14 13 12 11 10 9 8 7

20.00' UTILITY EASEMENT

PROP. 18" R.R.G.C.P. (CLIII) STORM SEWER 32.00 L.F. S=0.63% Q=9.05 CFS

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 337.00 L.F. S=0.20% Q=10.98 CFS

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 537.00 L.F. S=0.28% Q=13.00 CFS

PROP. 18" R.R.G.C.P. (CLIII) STORM SEWER 32.00 L.F. S=0.63% Q=9.05 CFS

PROP. 32.0' B-B

D-1 2.22 AC.

D-2 2.07 AC.

31 30 29 28

32 33

40 41 42 43 44

PROP. TYPE "A" INLET TOP=78.40 F.L.=74.10

PROP. TYPE "A" INLET TOP=78.40 F.L.=74.30

PROP. TYPE "A" INLET TOP=80.00 F.L.=75.75

PROP. TYPE "A" INLET TOP=80.00 F.L.=76.00

15.00' UTILITY EASEMENT

T/C=78.60 PROP. 6.0' VALLEY GUTTER T/C=78.60

S=0.37%

H.P.=80.50

T/C=81.3

D-6 3.83 AC.

D-5 5.99 AC.

1 2 3 4 5 6

PROP. 32.0' B-B

CHAINLINK FENCE

80.00'

SOUTH 357.05'

EAST 1222.00'

15.00' UTILITY EASEMENT

10.00' UTILITY EASEMENT

NORTH 357.05'

SOUTH 1049.05'

EAST 10.00'

1232.96'

EXIST. 60.00' R.O.W.

1011.27'

30.00'

30.00'

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.

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℄ MILE 10 NORTH ROAD

℄ MILE 6 1/2 WEST ROAD

SCALE: 1" = 60'

E:\jobs\SUBDIVISIONS\Midway\MIDWAY COUNTRY ESTATES SUBDIVISION\

DATE PREPARED	7-30-18
PREPARED BY	JS
CHECKED BY	J
APPROVED BY	
DATE REVISED	
REVISED BY	
CHECKED BY	
APPROVED BY	

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
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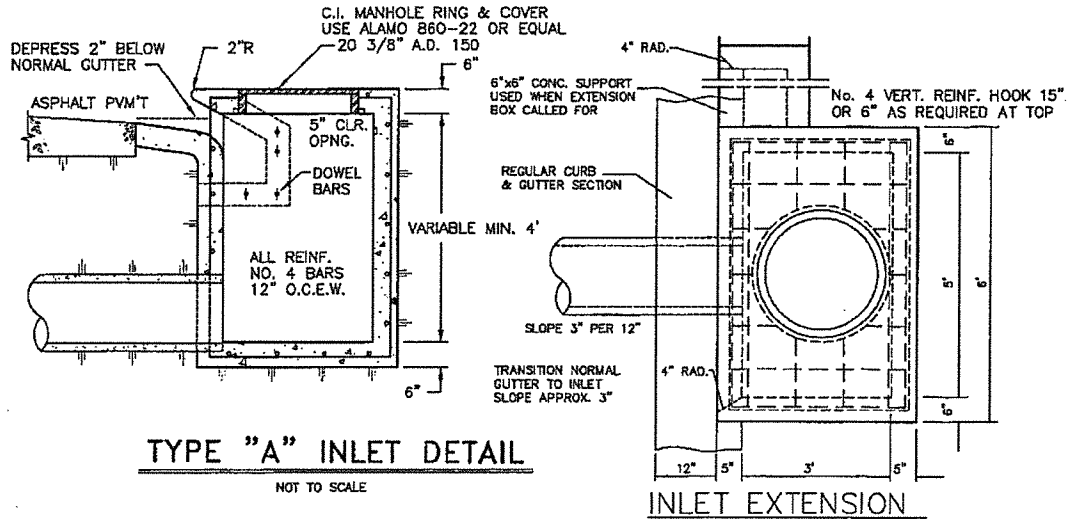
STATE OF TEXAS ALFONSO QUINTANILLA 85554 LICENSED PROFESSIONAL ENGINEER P.E.
12-11-18

MIDWAY COUNTRY ESTATES SUBDIVISION
DRAINAGE AREAS

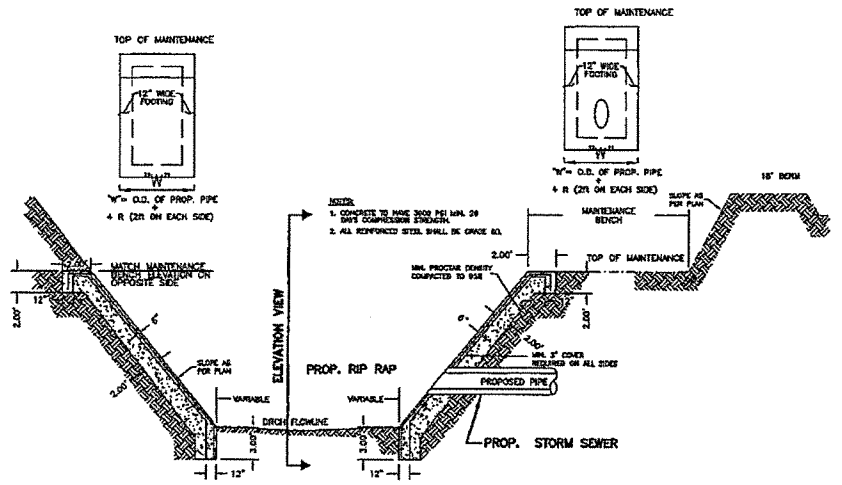
JOB NO. _____
DATE _____
REVISION _____
SCALE _____
DRAWN BY _____
SHEET _____



TYPE "A" INLET DETAIL

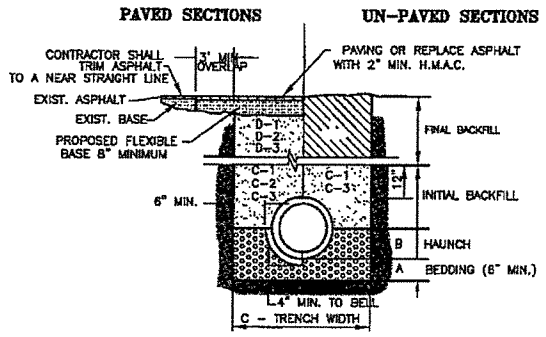
NOT TO SCALE

INLET EXTENSION



STORM DISCHARGE STRUCTURE

NOT TO SCALE



STORM TRENCH BEDDING AND BACKFILL DETAILS

N.T.S.

A. BEDDING FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SAND AND/OR GRAVEL MIX BEDDING PLACED BEFORE PIPE IS LAID UP TO FLOW OF PIPE (MIN. THICKNESS = 6") – PIT RUN GRAVEL 3/4" MAX. SIZE.

B. HAUNCH FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C. TRENCH WIDTH – SHALL BE BELL O.D. X 1.5 + 12", MINIMUM TRENCH WIDTH SHALL EQUAL STRUCTURE WIDTH + 4 FT. THROUGHOUT THE HEIGHT OF THE STRUCTURE.

C–1 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON CITY STREETS, PARKING AREA, DRIVEWAYS, COUNTY ROAD & UNPAVED AREAS – SHALL BE SOIL TYPE A1, A2, A3, WITH A MAXIMUM P.I. OF 19 (AASHTO M145) COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

C–2 INITIAL BACKFILL FOR RCP CLASS III STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D4253 AND ASTM D-698, 8" LOOSE LIFTS, MECHANICALY COMPACTION.

C–3 INITIAL BACKFILL FOR HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE – SHALL BE CLASS I OR CLASS II WITH A MAXIMUM P.I. OF 19 (ASTM D2321) BACKFILL MATERIAL COMPACTED TO 92% SPD, 8" LOOSE LIFTS, MECHANICAL COMPACTION.

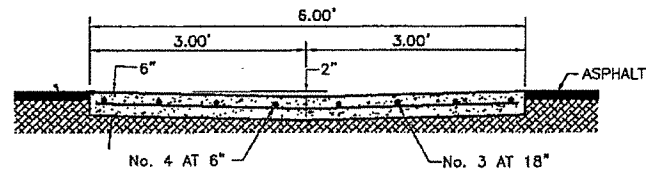
D FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE UNDER UNPAVED SECTIONS – SHALL BE CLASS I, II, III OR IV, COMPACTED TO 92% SPD (12" LOOSE LIFTS, MECHANICAL COMPACTION).

D–1 FINAL BACKFILL FOR RCP CLASS III, 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 (AASHTO M145) COMPACTED TO 92% SPD. 8" LOOSE LIFTS. MECHANICAL COMPACTION.

D–2 FINAL BACKFILL FOR RCP CLASS III, HIGH PERFORMANCE POLYPROPYLENE OR CORRUGATED PVC STORM DRAIN PIPE ON STATE MAINTAINED ROADWAYS – COMPACTED SAND/CEMENT STABILIZED BACKFILL WITH 7% PORTLAND CEMENT, COMPACTED TO 92% S.P.D. AS PER ASTM D-4253 AND ASTM D4253 AND ASTM D698. 8" LOOSE LIFTS. MECHANICAL COMPATCION.

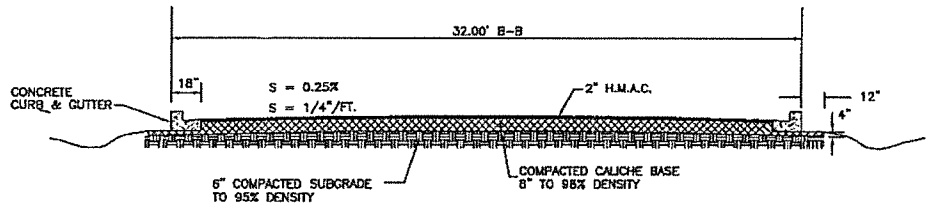
D–3 FINAL BACKFILL FOR STRUCTURES (INLETS, MANHOLES, ETC.) – STRUCTURES UNDER THE ROADWAY AND UP TO 5 FT BEYOND THE EDGE OF PAVEMENT/BACK OF CURB SHALL HAVE CLASS I OR CLASS II (ASTM D2321) OR SOIL TYPE A1, A2, OR A3 (AASHTO M145) WITH A MAXIMUM P.I. OF 19 BACKFILL MATERIAL. STRUCTURES BEYOND 5 FT FROM THE E.O.P./B.O.C. SHALL HAVE CLASS I, II, III OR IV (ASTM D2321) BACKFILL MATERIAL FOUNDATION PREPARATION (WELLPOINTS, MINIMUM 4" GRAVEL OR CEMENTS STABILIZATION, OR APPROVED SUBSTITUTE) SHALL BE REQUIRED WHEN TRENCH BOTTOM IS UNSTABLE. BACKFILLING AT STRUCTURES SHALL BE PLACED IN UNIFORM LAYERS, MOISTENED AS REQUIRED TO APPROXIMATE OPTIMUM MOISTURE CONTENT AND COMPACTED TO 95% S.P.D. (USE RELATIVE DENSITY TEST PER ASTM D4253 & ASTM D698). THE THICKNESS OF EACH LOOSE LAYER SHALL NOT EXCEED 8".

NOTES: 1. MAXIMUM COVER SHALL BE IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. FOR D–1 AND D–2 THE COMPACTION REQUIREMENT SHALL BE 95% S.P.D. WITHIN 12 IN. BELOW THE FLEXIBLE BASE
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.



CONC. VALLEY GUTTER

NOT TO SCALE



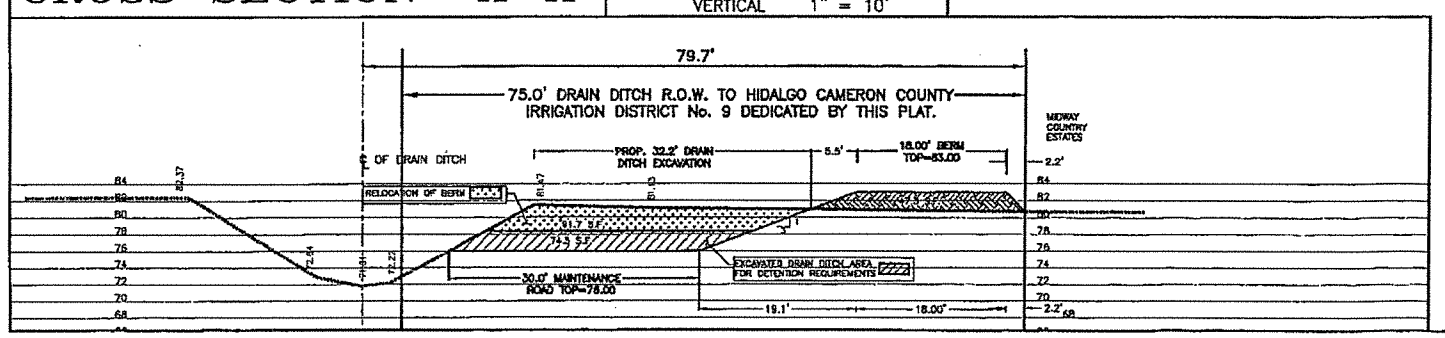
STREET SECTION

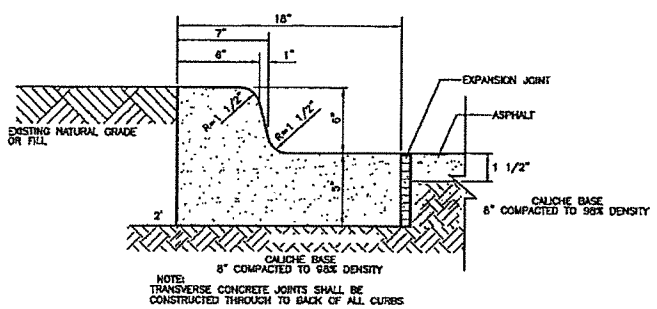
NOT TO SCALE

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'





NOTE:
TRANSVERSE CONCRETE JOINTS SHALL BE CONSTRUCTED THROUGH TO BACK OF ALL CURBS

INTEGRAL CURB & GUTTER

N.T.S.

Z:\data\SUBDIVISIONS\Pontoon\MIDWAY MOBILE HOME SUBDIVISION \			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
XX	XX		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

JOB NO.
DATE
REVISION
SCALE
DRAWN BY
SHEET

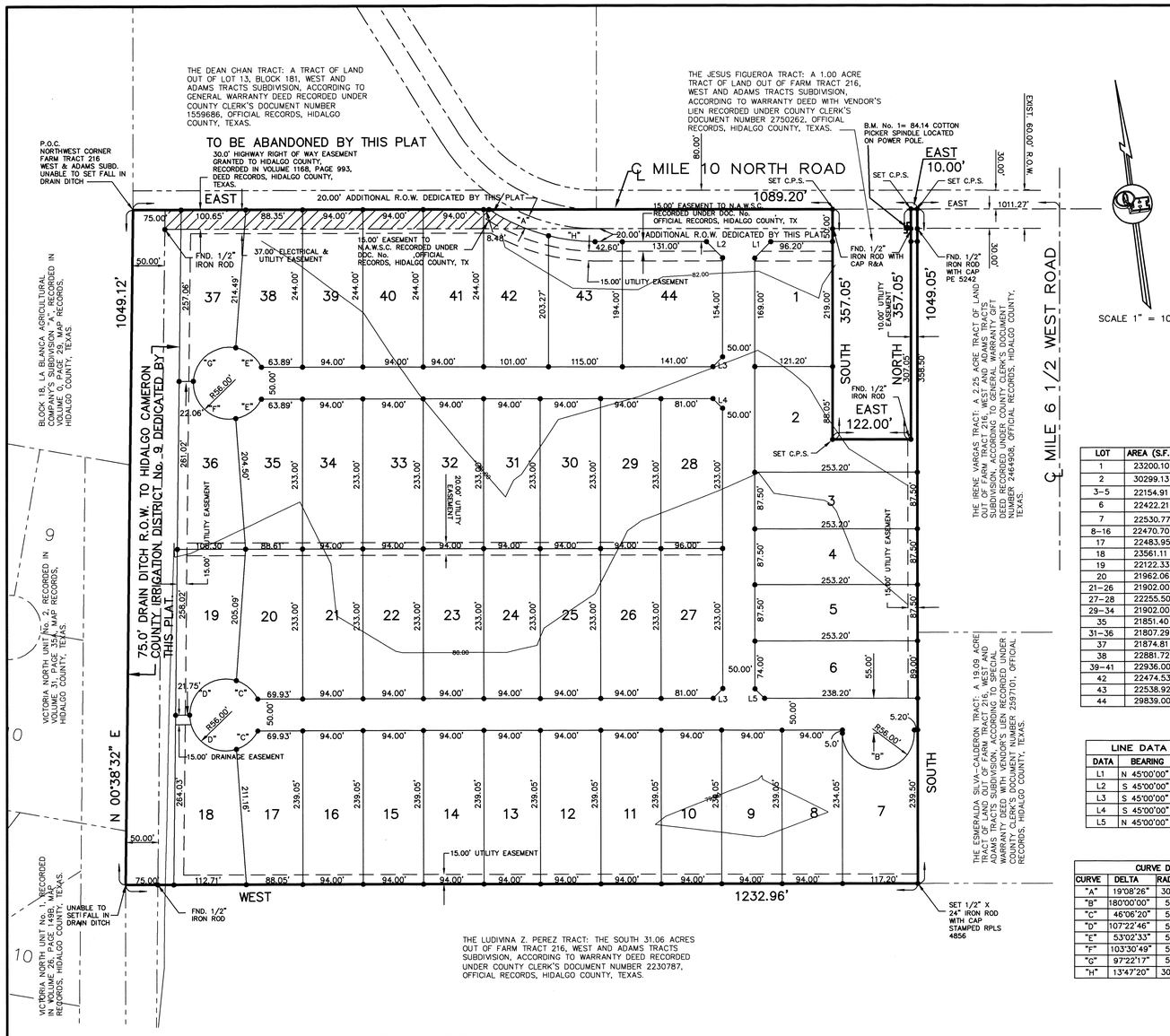
MIDWAY COUNTRY ESTATES
DETAIL SHEET

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

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.



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	22881.72	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	LENGTH
"A"	19°08'26"	304.00'	101.55'
"B"	180°00'00"	56.00'	175.92'
"C"	46°06'20"	56.00'	45.06'
"D"	107°22'46"	56.00'	104.95'
"E"	53°02'33"	56.00'	51.84'
"F"	103°30'49"	56.00'	101.17'
"G"	97°22'17"	56.00'	95.17'
"H"	13°47'20"	304.00'	73.16'

INDEX OF SHEETS

SHEET 1

HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP: LOT, STREETS, AND EASEMENT LAYOUT: DESCRIPTION (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: H.C.D.D. No. 1 CERTIFICATION: HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 9 CERTIFICATE: HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE: REVISION NOTES.

SHEET 2

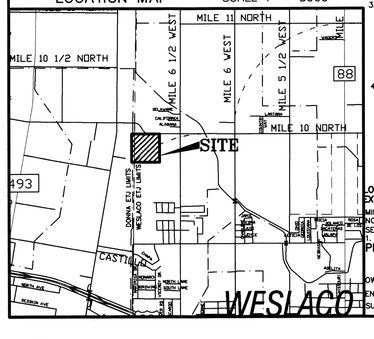
WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVIDER CERTIFICATE & STATEMENT

SHEET 3

DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION: REVISION NOTES.

LOCATION MAP

SCALE 1" = 3000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING) AREAS DETERMINED TO BE OUTSIDE 500–YEAR FLOODPLAIN.

COMMUNITY–PANEL NUMBER 480334 0450 C
EFECTIVE DATE: JUNE 6, 2000,
L.O.M.R. MAY 30, 2002 AND L.O.M.R. CASE NO. 18–06–0700P
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)

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

3.– 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

4.– 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.

5.– BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS
B.M. No. 1= 84.14 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 PICKLER SPINDLE FOUND LOCATED AT THE NORTHEAST CORNER PROPOSED SUBDIVISION. N.A.V.D. 88 DATUM

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 65,282.76 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.

7.– LEGEND ● = DENOTES 1/2"x24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

8.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

9.– 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.

10.– 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.

11.– 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.

12.– THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION EVERY 300 FEET AS REQUIRED BY THE CITY OF WESLACO.

13.– 4.0' SIDEWALKS ALONG INTERIOR STREETS ARE REQUIRED AT TIME OF BUILDING PERMIT.

14.– 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.

15.– MIDWAY COUNTRY ESTATES , THE OWNER & SUBDIVIDER OF KEVIN CAMPBELL RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSED OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET No. 2 OF THIS PLAT.

16.– ESCROW 5.0' SIDEWALK ALONG MILE 10 NORTH ROAD.

17.– NO ACCESS TO MILE 10 NORTH ROAD. FOR LOTS 1,2 AND 37 THROUGH 44.

16.– 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 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND 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 OCCUPYING 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 ETJ. IT LIES IN PCT. 1.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	LA CUESTA SOL DEVELOPMENT LTD. KEVIN CAMPBELL–MEMBER	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 · LAND SURVEYORS
124 E. STUBBS ST. PHONE 956–381–6480
EDINBURG, TEXAS 78539 FAX 956–381–0527
REGISTRATION NUMBER F–1513 ALFONSOQ@QHA–ENG.COM
SURVEYING REGISTRATION NUMBER 100411–00

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

STATE OF TEXAS · ALFONSO QUINTANILLA · 4856 · REGISTERED PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

1-11-19
DATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on the plat, their successors, assigns, and transferees (hereinafter called "Grantor"whether one or more persons are named), in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair maintain, replace, and remove water distribution lines and appurtenances over and across lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted, The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the City, County or State hereafter widens or relocates the public road so as to require the relocation of this water line as may be necessary to clear the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein, Thus agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above–described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this _____ day of _____ 20____.

LA CUESTA SOL DEVELOPMENT LTD.
KEVIN CAMPBELL MEMBER
1210 EAST TYLER AVENUE
HARLINGEN, TX 78550

DATE

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 STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

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; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

LA CUESTA SOL DEVELOPMENT LTD.
KEVIN CAMPBELL MEMBER
1210 EAST TYLER AVENUE
HARLINGEN, TX 78550

DATE

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 purposed and consideration thereby expressed.

Given under my hand and seal of office this _____ day of _____ 20____.

CLARISSA ANNETTE QUINTANILLA
Notary Public, State of Texas
My Commission Expires
November 04, 2021
NOTARY ID 129615255

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____.

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT–OF–WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCCID #9.
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. HCCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITH IN THIS SUBDIVISION. AS WELL, HCCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITH IN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
4. HCCID #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

GENERAL MANAGER — 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.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95634 · LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA, P.E.
P.E. No. 95634

1-11-19
DATE

COUNTY COURT · COUNTY OF HIDALGO · TEXAS

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

DATE OF PREPARATION: JULY 27, 2018

SHEET No. 1 OF 3 SHEETS

FILENAME : F:\DATA\SUBDIVS\WESLACO\MIDWAY COUNTRY ESTATES\PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
JULY 27, 2018	JG		
DATE REVISED	REVISED BY		

THE DEAN CHAN TRACT: A TRACT OF LAND OUT OF LOT 13, BLOCK 181, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO GENERAL WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1559686, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

℄ MILE 10 NORTH ROAD

30.0' HIGHWAY RIGHT OF WAY EASEMENT GRANTED TO HIDALGO COUNTY, RECORDED IN VOLUME 1168, PAGE 993, DEED RECORDS, HIDALGO COUNTY, TEXAS.

EXIST. 10 "WATERLINE (NORTH ALAMO WATER SUPPLY CORP.)

PROP. TIE INTO EXIST. 10" WATERLINE
10"x8" M.J. TEE WITH REPAIR COUPLINS
10" VALVE & BOX–EAST
8" VALVE & BOX–SOUTH

EXIST. 22.0' PAVEMENT

EXIST. 60.00' R.O.W.

EAST 10.00'

30.00'

1089.20'

1011.27'

EAST

OVERHEAD POWER LINE

PROP. 16" P.V.C. CASING BY BORE & INSTALL 50.0 L.F.

37.00' ELECTRICAL & UTILITY EASEMENT

15.00' EASEMENT TO N.A.W.S.C. RECORDED UNDER DOC. No. , OFFICIAL RECORDS, HIDALGO COUNTY, TX

15.00' UTILITY EASEMENT

1049.12'

37 38 39 40 41 42 43 44 3.00'

PROP. 1" DUAL SERV. CONN. (TYP.)

PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT

PROP. 1" DUAL SERV. CONN. (TYP.)

PROP. 8" M.J. TEE 8" VALVE & BOX 2–8" M.J. 45° BENDS 16" P.V.C. CASING–50.00 L.F.

PROP. 2" P.V.C. CASING 80.00 L.F.(TYP.)

PROP. 2" P.V.C. CASING 40.00 L.F.(TYP.)

PROP. 2" P.V.C. CASING 40.00 L.F.(TYP.)

PROP. 8" M.J. 45° BENDS

PROP. 1" DUAL SERV. CONN. (TYP.)

PROP. 2" FLUSH VALVE

PROP. 8" P.V.C. WATERLINE DR–18

PROP. 1" DUAL SERV. CONN. (TYP.)

3.00'

PROP. 3/4" SINGLE SERV. CONN. (TYP.)

PROP. 8" P.V.C. WATERLINE DR–18

1

CHAINLINK FENCE

SOUTH 357.05'

10.00' UTILITY EASEMENT

NORTH 357.05'

1049.05'

PROP. 1" DUAL SERV. CONN. (TYP.)

2

EAST 122.00'

CHAINLINK FENCE

3

3.00'

PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT 4

15.00' UTILITY EASEMENT

PROP. 1" DUAL SERV. CONN. (TYP.) 5

PROP. 2" P.V.C. CASING 40.00 L.F.(TYP.)

PROP. 8" P.V.C. WATERLINE DR–18

6

PROP. 8" P.V.C. WATERLINE DR–18

36 35 34 33 32 31 30 29 28

UTILITY EASEMENT

20.00' UTILITY EASEMENT

15.00'

19 20 21 22 23 24 25 26 27

PROP. 1" DUAL SERV. CONN. (TYP.)

PROP. 2" FLUSH VALVE

PROP. 8"X6" M.J. TEE 6" VALVE & BOX FIRE HYDRANT

PROP. 1" DUAL SERV. CONN. (TYP.)

PROP. 8" P.V.C. WATERLINE DR–18

3.00'

PROP. 3/4" SINGLE SERV. CONN. (TYP.)

PROP. 8" M.J. 45° BENDS

PROP. 2" P.V.C. CASING 80.00 L.F.(TYP.)

PROP. 2" P.V.C. CASING 40.00 L.F.(TYP.)

PROP. 2" P.V.C. CASING 40.00 L.F.(TYP.)

PROP. 2" FLUSH VALVE

15.00' DRAINAGE EASEMENT

PROP. 1" DUAL SERV. CONN. (TYP.)

PROP. 1" DUAL SERV. CONN. (TYP.)

PROP. 8" M.J. TEE 8" VALVE & BOX 2–8" M.J. 45° BENDS 16" P.V.C. CASING– 50.00 L.F.

PROP. 1" DUAL SERV. CONN. (TYP.)

18 17 16 15 14 13 12 11 10 9 8 7

15.00' UTILITY EASEMENT

N 00°38'32" E

EXIST. DRAIN DITCH
E.L.=7.15

WEST

1232.96'

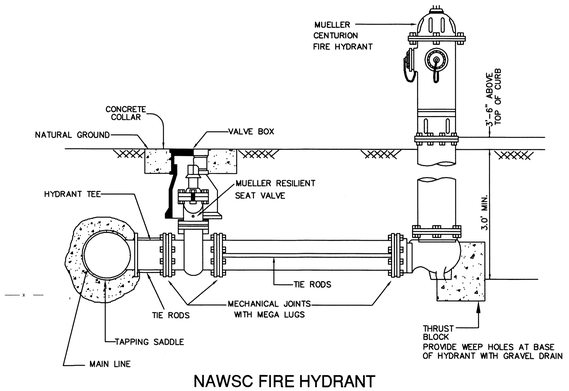
THE LUDIVINA Z. PEREZ TRACT: THE SOUTH 31.06 ACRES OUT OF FARM TRACT 216, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2230787, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

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.

SOUTH

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.

SCALE: 1"= 60'



NAWSC FIRE HYDRANT
(NOT TO SCALE)

JOB NO.	
DATE	7-27-18
REVISION	
SCALE	1"=60'
DRAWN BY	JG
SHEET	

MIDWAY COUNTRY ESTATES SUBDIVISION WATER DISTRIBUTION SYSTEM

ALFONSO QUINTANILLA JR. 96533 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS — 1-11-19

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
ALFONSOQ@QHA-ENG.COM

Z:\cote\SUBDIVISIONS\WESLACO\MIDWAY COUNTRY EST.\DWG\LAYOUTS			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
7-27-18	JG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

C MILE 10 NORTH ROAD

EXIST. 10 "WATERLINE (NORTH ALAMO WATER SUPPLY CORP.)

PROP. 18" R.R.G.C.P. CULVERT 56.00 L.F. W/S.E.T. (72.0 LF TOTAL)

1089.20'

EAST

EAST 10.00'

30.00'

1011.27'

OVERHEAD POWER LINE

80.00'

PROP. RAMP 50 L.F. SLOPE 6:1

"A"

"A"

1049.12'

PROP. RIP-RAPS F.L.=73.00

BLOCK 18, LA BLANCA AGRICULTURAL COMPANY'S SUBDIVISION "A", RECORDED IN VOLUME 0, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS.

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 354.00 L.F. S=0.35% Q=14.53 CFS

PROP. TYPE "A" INLET TOP=79.25 F.L.=74.25

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 537.00 L.F. S=0.28% Q=13.00 CFS

PROP. TYPE "A" INLET TOP=80.00 F.L.=75.75

PROP. TYPE "A" INLET TOP=79.25 F.L.=74.50

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 32.00 L.F. S=0.63% Q=9.05 CFS

PROP. TYPE "A" INLET TOP=80.00 F.L.=76.00

PROP. 32.0' B-B

PROP. 32.2' DRAIN DITCH EXCAVATION

EXIST. DRAIN DITCH F.L.=72.00

PROP. RIP-RAPS F.L.=72.30 (BOTH SIDES)

PROP. TYPE "A" INLET TOP=78.10 F.L.=73.00

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 32.00 L.F. S=0.35%

PROP. 6.0' VALLEY GLITTER

PROP. TYPE "A" INLET TOP=78.40 F.L.=74.30

PROP. 30" R.R.G.C.P. (CLIII) STORM SEWER 350.00 L.F. S=0.20% Q=19.92 CFS

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 537.00 L.F. S=0.20% Q=10.98 CFS

PROP. TYPE "A" INLET TOP=78.40 F.L.=74.10

PROP. 24" R.R.G.C.P. (CLIII) STORM SEWER 32.00 L.F. S=0.63% Q=9.05 CFS

PROP. RAMP 50 L.F. SLOPE 6:1

N 00°38'32" E

VICTORIA NORTH UNIT No. 2, RECORDED IN VOLUME 31, PAGE 35A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

RECORDED MAP TEXAS.

WEST

1232.96'

SOUTH

1049.05'

357.05'

357.05'

EXIST. 60.00' R.O.W.

30.00'

EAST 122.00'

CHAINLINK FENCE

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.

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.

C MILE 6 1/2 WEST ROAD

SCALE: 1"= 60'

JOB NO.	
DATE	
REVISION	
SCALE	
DRAWN BY	
SHEET	

MIDWAY COUNTRY ESTATES SUBDIVISION PAVING AND DRAINAGE LAYOUT

ALFONSO QUINTANILLA 95434 LICENSED PROFESSIONAL ENGINEER STATE OF TEXAS

1-14-19

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

Z:\data\SUBDIVISIONS\Westaco\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: March 5, 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 83 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 Rebekah De La Fuente Joe Pedraza Mike Perez	Created/Initiated Approved New
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

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 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)

X_____**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
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

X Contours
X Flood Zones
X Adjoiners
_____ Existing & Proposed street names
X Utility Layout
X Existing & Proposed Utilities
X Proposed Fire Hydrants
X Adjoiners
N/A Street names
X Drainage plans and calculations with engineer's seal
X Elevations
X Flood directional arrows
X Detention areas
X Street names
X Proof of ownership of the property
N/A If septic tank system required, submit soil evaluation report
N/A Water Rights associated with the property
N/A Tax Receipt for all taxing entities showing that taxes are paid in full
N/A Number of fire hydrants proposed for subdivision
N/A 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
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
REBECCA M. SALINAS
ID #12280854
My Commission Expires
March 21, 2021

Rebecca M. Salinas
Notary Public, State of Texas

General Office

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

E-Mail
hccid9general@hccid9.org

HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT # 9

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,

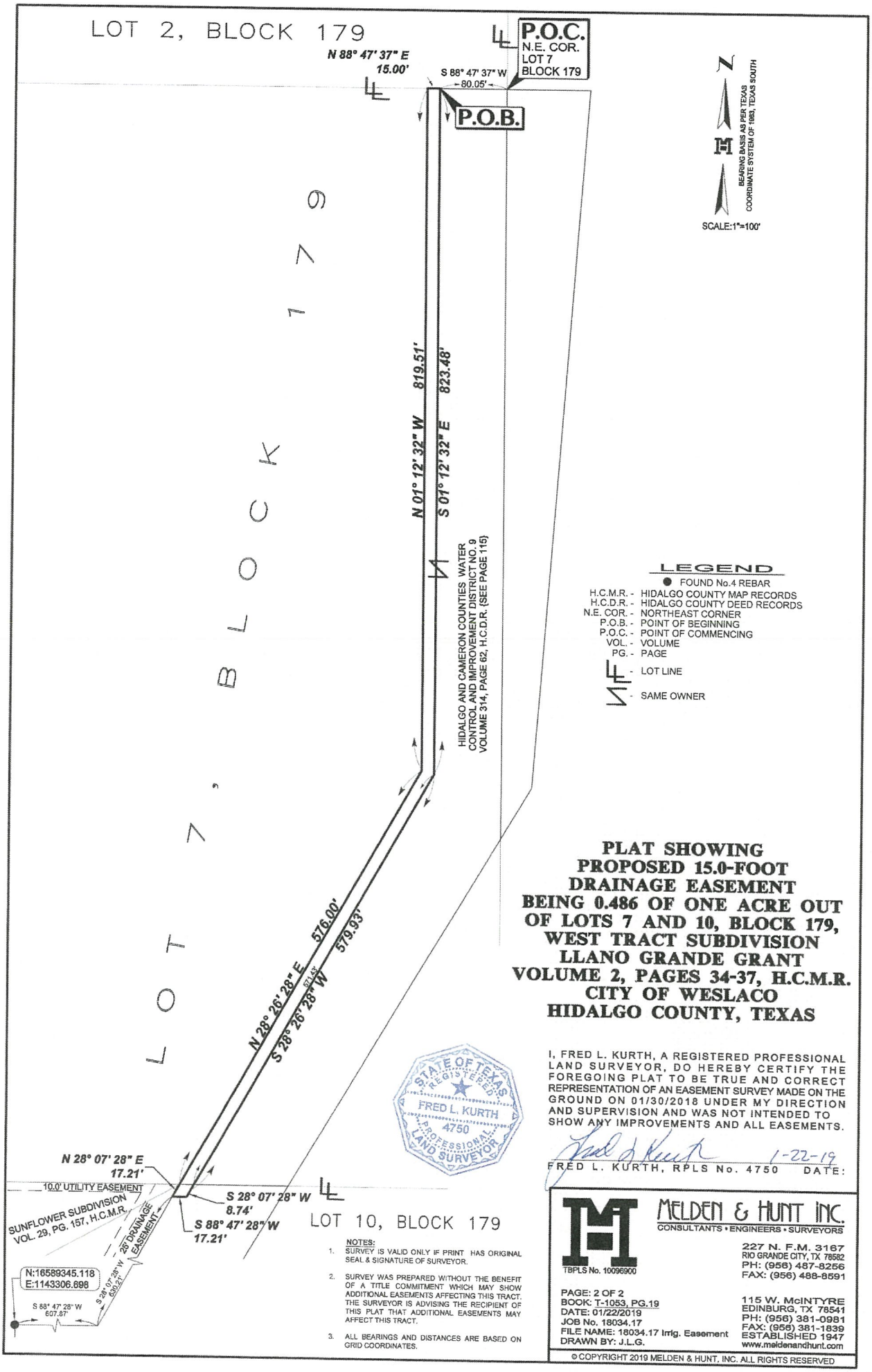
Randall Winston, P.E.
General Manager
Hidalgo & Cameron Counties
Irrigation District #9

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
P.O.C.
N.E. COR.
LOT 7
BLOCK 179
N 88° 47' 37" E
15.00'
S 88° 47' 37" W
80.05'
P.O.B.
N
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
N 28° 26' 28" E 576.00'
S 28° 26' 28" W 579.93'
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
STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR
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, RPLS No. 4750 DATE: 1-22-19
N 28° 07' 28" E
17.21'
10.0' UTILITY EASEMENT
S 28° 07' 28" W
8.74'
S 88° 47' 28" W
17.21'
LOT 10, BLOCK 179
SUNFLOWER SUBDIVISION
VOL. 29, PG. 157, H.C.M.R.
26' DRAINAGE EASEMENT
N:16589345.118
E:1143306.698
S 28° 07' 28" W
600.21'
S 88° 47' 28" W
607.87'
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
TBPLS No. 10096900
227 N. F.M. 3167
RIO GRANDE CITY, TX 78582
PH: (956) 487-8256
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EDINBURG, TX 78541
PH: (956) 381-0981
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ESTABLISHED 1947
www.meldenandhunt.com
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.
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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 88º 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 01º 12' 32" E a distance of 823.48 feet to an outside corner of this tract;
2. THENCE, S 28º 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 28º 07' 28" W a distance of 8.74 feet to the Southeast corner of this tract;
4. THENCE, S 88º 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 28º 07 28" W a distance of 630.21 feet and S 88º 47' 28" W a distance of 607.87 feet} for the Southwest corner of this tract;
5. THENCE, N 28º 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 28º 26' 28" E a distance of 576.00 feet to an inside corner of this tract;
7. THENCE, N 01º 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 88º 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 1-22-19

FRED L. KURTH, R.P.L.S. #4750 DATE:

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL
LAND SURVEYOR

2/13/19

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 <rdelafuente@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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MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA
TBPE Firm # F-1435
TBPLS # 10096900

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 ☐ Fire alarm plan review ☐ Fire alarm trip test		
		☐ Sprinkler system plan review ☐ Aboveground hydro test ☐ Underground hydro test ☐ Suppression system trip test		

Asst. Fire Marshal Mike Swinnea
FIRE MARSHAL/FIRE INSPECTOR

FIRM NAME: MELDEN & HUNT, INC. – #F1435
TITLE: MIDWAY VILLAS SUBDIVISION
PREPARED BY: MARIO A. REYNA
DATE: November 16, 2018
Revised: December 20, 2018

12-20-18

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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
13. USDA Soils Map
14. USDA Soils Legend & Description
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MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO REYNA
TBPE Firm # F-1435
TBPLS # 10096900

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

H.C.D.D. NO. 1 — 12/21/18
119 W. McINTYRE • EDINBURG, TX 78541 DATE

By: _____ 12-20-18
Mario A. Reyna, P.E., Date

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

227 N. FM 3167 • RIO GRANDE CITY, TX 78582 • OFF: (956) 487-8256 • FAX: (956) 488-8591
119 W. McINTYRE • EDINBURG, TX 78541 • OFF: (956) 381-0981 • FAX: (956) 381-1839 • www.meldenandhunt.com

DRAINAGE REPORT

PROJECT NAME: **MIDWAY VILLAS Subdivision**
PROJECT NUMBER: 18034.00
DATE: 11/14/2018 Rev. 12-20-18

I. Existing Condition

Ex. Area: 200942.28 sf
4.61 ac
Imp.Area: 3807.93 sf
% Imp. : 0.02
Slope : 0.15 %
tc : 145.00 min
Rainfall Intensity (10yr) 1.727 in/hr
c factor 0.200
Q peak existing condition: 1.59 cfs

II. Future Condition

Future area: 200942.28 sf
4.61 ac
Estimated Imp. Area: 125250 sf
% Imp. : 0.62
Slope : 0.15 %
tc : 43.00 min
Rainfall Intensity (50yr) 4.644 in/hr
c factor 0.590
Q future cond. = Aci = i * = 12.63 * 0.59
2.720214 i

time min.	time hour	i in/hr	Qin cfs	Vin cf	Qout cfs	Vout cf	REQ'D V cf
5	0.08	12.67	34.47	10340	1.59	478	9862
10	0.17	10.04	27.32	16390	1.59	956	15434
15	0.25	8.40	22.85	20565	1.59	1434	19131
20	0.33	7.27	19.77	23725	1.59	1912	21813
25	0.42	6.43	17.50	26253	1.59	2389	23863
30	0.50	5.79	15.76	28360	1.59	2867	25493
35	0.58	5.28	14.36	30162	1.59	3345	26817
40	0.67	4.86	13.22	31735	1.59	3823	27912
45	0.75	4.51	12.27	33131	1.59	4301	28830
50	0.83	4.22	11.47	34397	1.59	4779	29618
60	1.00	3.74	10.17	36596	1.59	5735	30861
90	1.50	2.83	7.70	41585	1.59	8602	32983
120	2.00	2.31	6.28	45223	1.59	11469	33754
180	3.00	1.72	4.68	50560	1.59	17204	33356
240	4.00	1.39	3.79	54526	1.59	22939	31588

Storage Required: 33754 cf
Storage Required: 0.775 Ac.-Ft.
w/ release rate of: 1.59 cfs
Storage per lot: 33754 cf per lot
Storage / Ac. Development: 0.168 Ac.Ft. per Ac.

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

12-20-18

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, cemetaries	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

$C_W=(C_1A_1+C_2A_2+C_3A_3+\ldots C_nA_n) / A_{total}$

C_W = Weighted Runoff Coefficient (Composite Coefficient)

C_n = Runoff Coefficient n-th term

A_n = Area of n-th term

A_{total} = Total Area (acres)

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**	

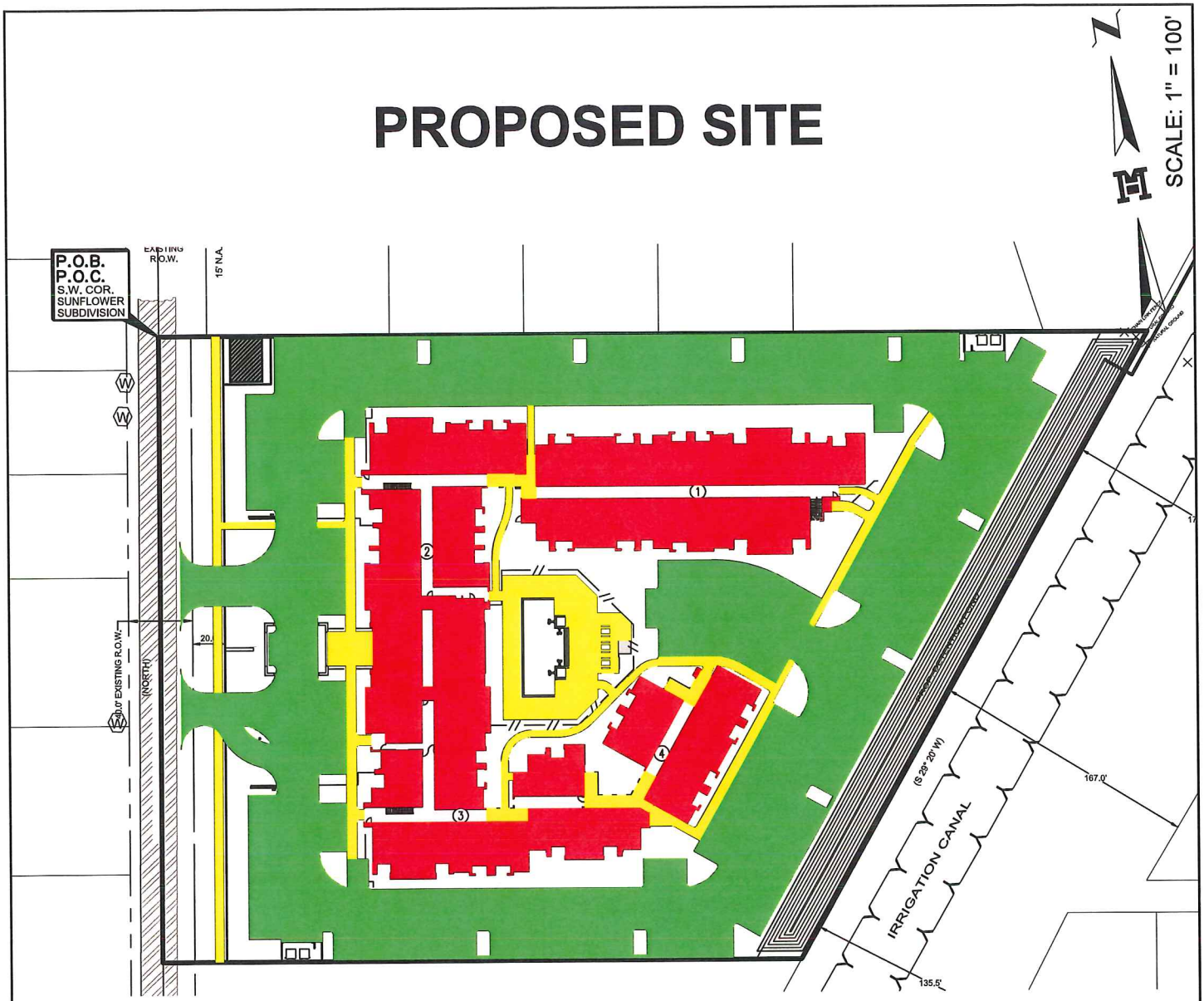
$C_W=(C_1A_1+C_2A_2+C_3A_3+\ldots C_nA_n) / A_{total}$

C_W = Weighted Runoff Coefficient (Composite Coefficient)
C_n = Runoff Coefficient n-th term
A_n = Area of n-th term
A_{total} = Total Area (acres)
A_{total} = Total Area (acres)

$C_W=(C_1A_1+C_2A_2+C_3A_3+\ldots C_nA_n) / A_{total}$

C_W = Weighted Runoff Coefficient (Composite Coefficient)
C_n = Runoff Coefficient n-th term
A_n = Area of n-th term
A_{total} = Total Area (acres)
A_{total} = Total Area (acres)

PROPOSED SITE



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

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

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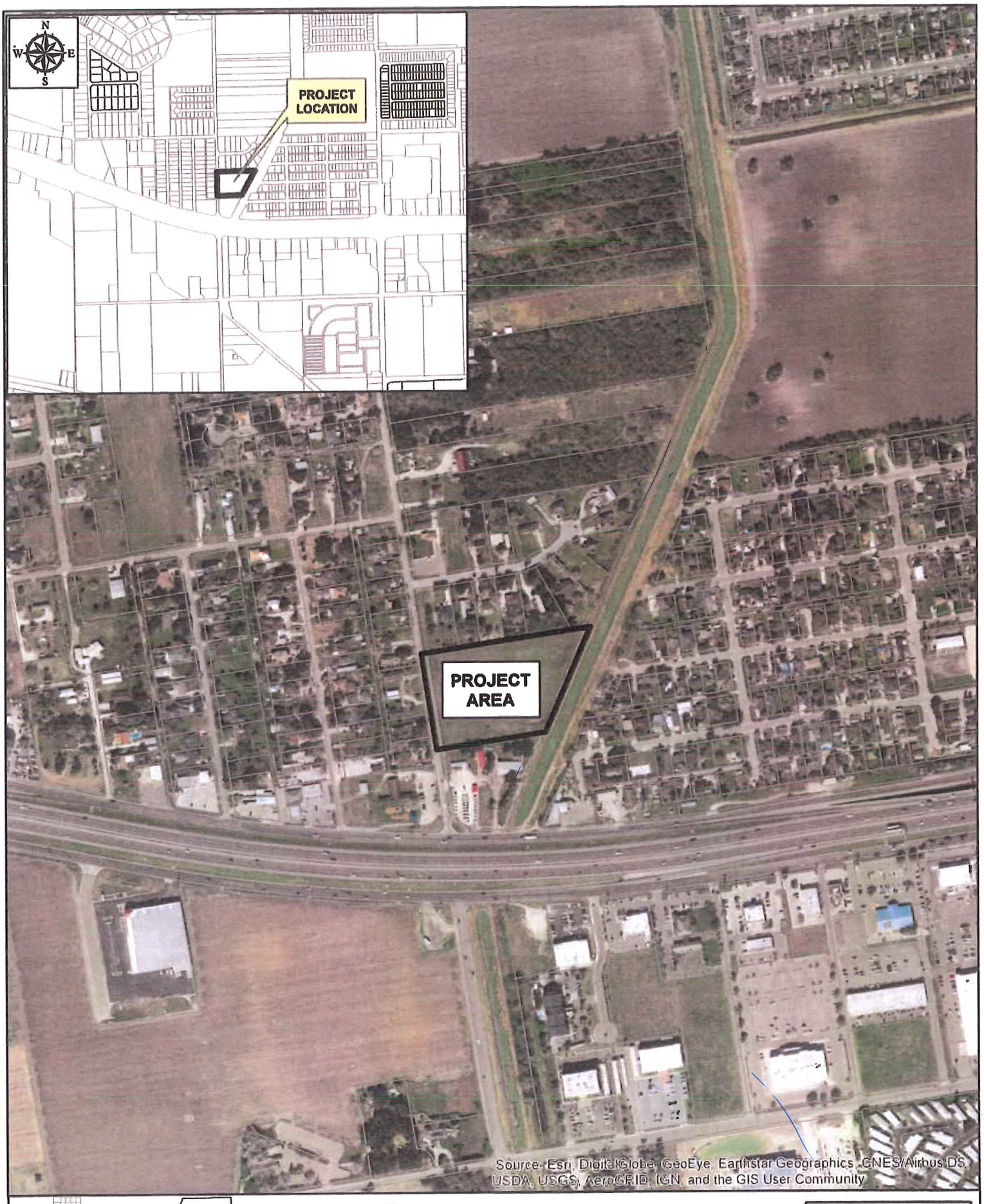

1 Inch = 500 feet

Feet: 0 105 210 420 630 840

Miles: 0 0.0225 0.045 0.09 0.135 0.18

MIDWAY VILLAS APARTMENTS
WESLACO, TEXAS

LOCATION MAP

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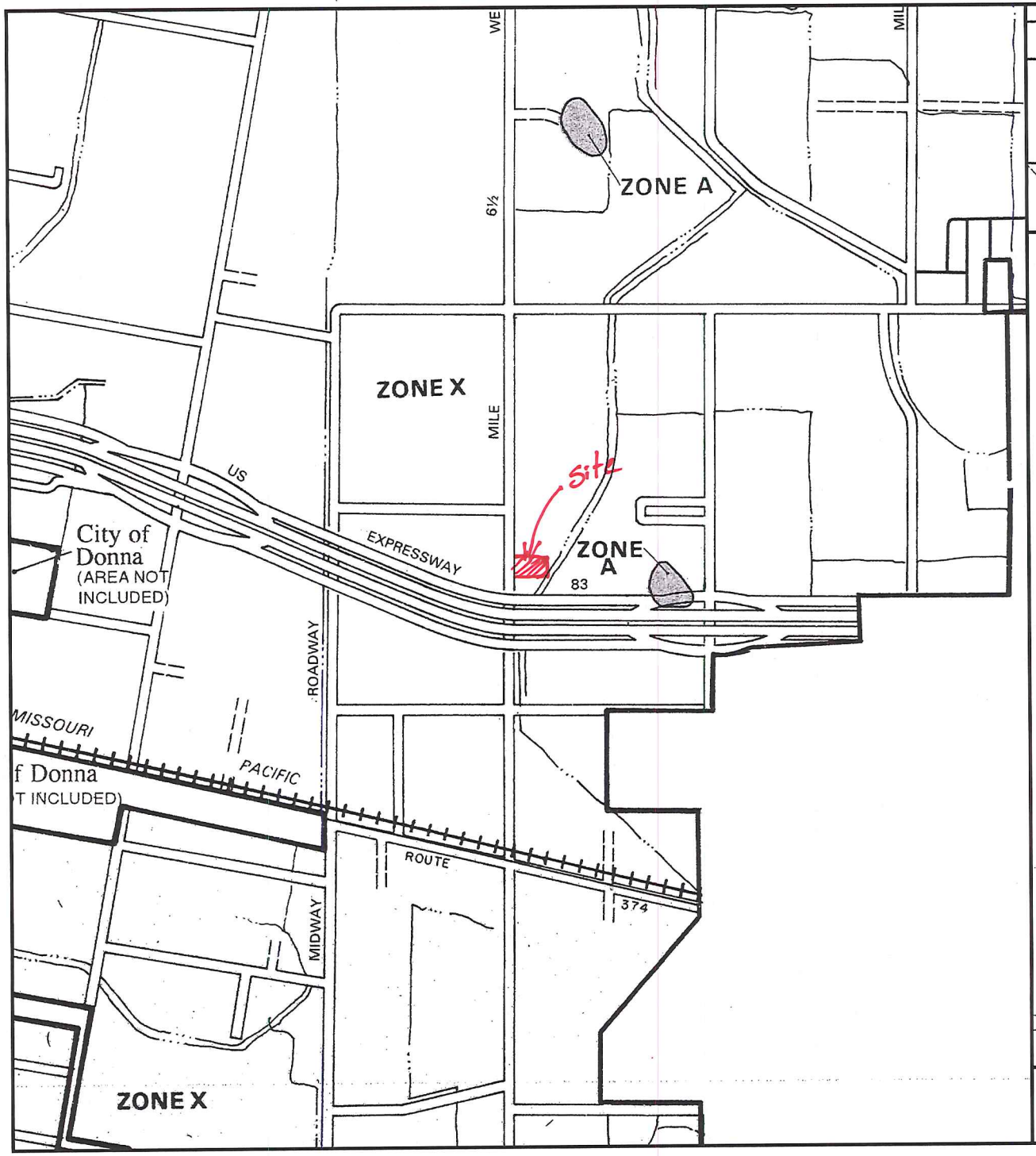


OTHER AREAS

ZONE X Areas determined to be outside 500-year floodplain.

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"

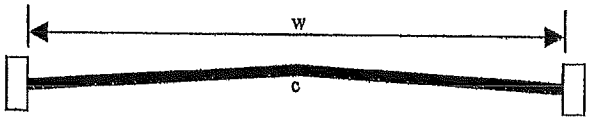
TIME	5 yr.	10 yr.	25 yr.	50 yr.
71	2.451	2.871	3.335	3.710
72	2.427	2.844	3.303	3.676
73	2.403	2.817	3.272	3.642
74	2.380	2.790	3.242	3.610
75	2.358	2.765	3.212	3.577
76	2.336	2.739	3.183	3.546
77	2.314	2.715	3.155	3.515
78	2.293	2.690	3.127	3.485
79	2.272	2.667	3.099	3.455
80	2.252	2.643	3.073	3.426
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

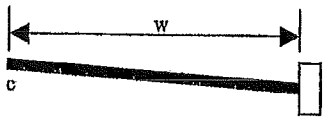
TIME	5 yr.	10 yr.	25 yr.	50 yr.
106	1.838	2.166	2.523	2.829
107	1.825	2.152	2.506	2.811
108	1.813	2.137	2.489	2.793
109	1.800	2.123	2.473	2.775
110	1.788	2.109	2.457	2.757
110	1.788	2.109	2.457	2.757
112	1.765	2.082	2.426	2.723
113	1.753	2.069	2.410	2.707
114	1.742	2.056	2.395	2.690
115	1.731	2.043	2.380	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

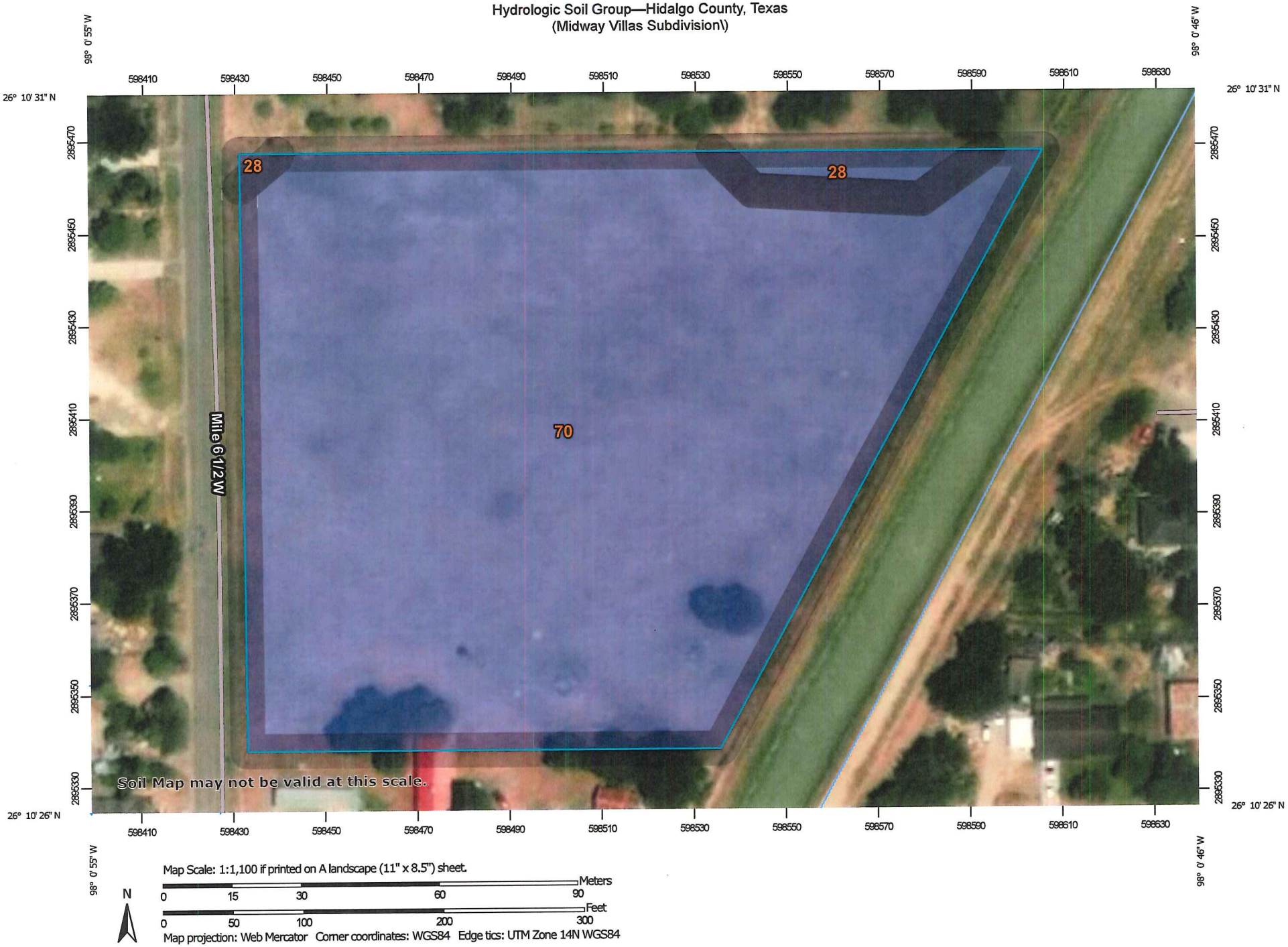
Manning's n = 0.018





	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	2490	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\)



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.

TOPOGRAPHICAL MAP
WESTGATE DRIVE
NORTH
BUSINESS 83
RAILROAD STR.
W
MILE 4 WEST
BORDER AVENUE
U.S. EXPRESSWAY 83
SITE
MILE 6 WEST
WESLACO
ELEVATED
ABANDONED
RAILROAD
DITCH
Midvalley Airport
Old Folks Home
Memorial
Valley Grande Academy
Harlon Block Park
Barbee Field
High Sch
Radio Tower
Austin Sch
City Park
BM 82
BM 81
BM 75
Theater
Drive-in
Trailer Park
Lincoln Sch
Alameda Park
Roosevelt Sch
St Joan of Arc Sch
Horton Sch
WT
Pumping Sta
Co Sewage Disposal
PACIFIC

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

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

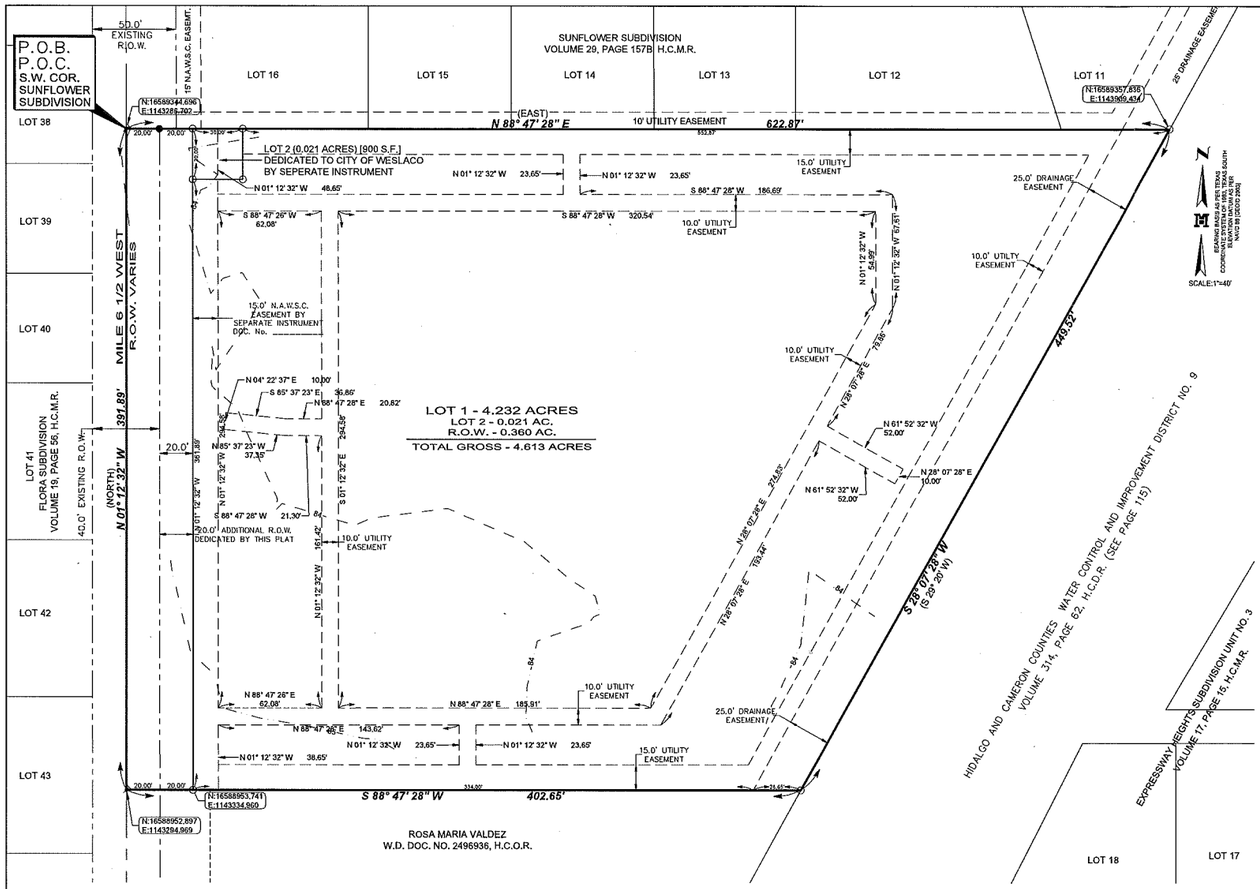
No. of Copies	Description
1	Revised Original Drainage Report for Midway Villas Subdivision

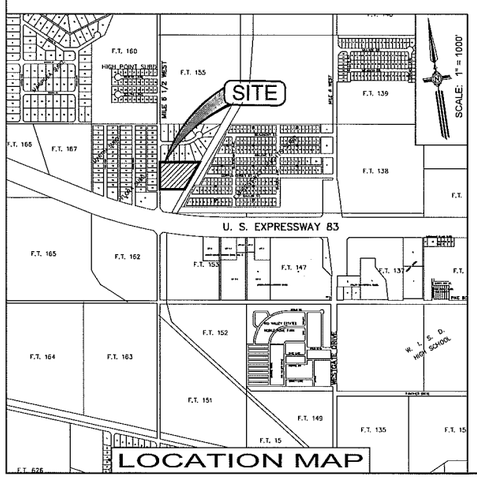
Remarks: Transmitted herewith is the revised original drainage report for your review and approval. Should you have any questions and/or need any additional information, please feel free to call us at (956) 381-0981.

Thank You.

Transmitted By: Lydia Flores, S/D Adm. Ass't

Received By:_____ Date:_____ Time:_____





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:

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
   THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
2. 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, 2000.
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
4. BENCH MARK 1: NAIL SET N.W. CORNER OF PROPERTY, ELEVATION: 85.20: NORTH: 16589344.696, EAST: 1143286.702, NAVD 83
5. NO BUILDING IMPROVEMENTS SHALL BE PERMITTED ON OR WITHIN ANY EASEMENT IN THIS SUBDIVISION.
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 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 THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. 5-FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF BUILDING PERMIT.
8. FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
9. FOLLOW STREET LIGHT ORDINANCE AS PER CITY REQUIREMENTS.
10. STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.
11. INTERIOR SIDEWALK WILL BE REQUIRED AT BUILDING PERMIT STAGE
12. ALL INTERIOR LOT CORNERS ARE SET BY No. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT.
13. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
14. STREET LIGHT MUST BE LOCATED EVERY 300 FEET
15. COMMON AREAS, PRIVATE STREETS, AND DETENTION PONDS MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF WESLACO.
16. 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
TBPLS No. 10029900

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

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

BEIING 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: 1143294.969] SET ON THE SOUTHWEST CORNER OF SUNFLOWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29, PAGE 157B, HIDALGO COUNTY MAP RECORDS AND WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 6 ½ WEST, FOR THE NORTHWEST CORNER OF THIS TRACT;

1. 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 ½ WEST, CONTINUING A TOTAL DISTANCE OF 622.87 FEET TO A NO. 4 REBAR SET [NORTHING: 16589357,836, EASTING: 1143909.434] FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 28° 07' 28" W (S 29° 20' W DEED CALL) A DISTANCE OF 449.52 FEET TO A NO. 4 REBAR SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;
3. 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 ½ WEST, CONTINUING A TOTAL DISTANCE OF 402.65 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 ½ WEST, FOR THE SOUTH-WEST CORNER OF THIS TRACT;
4. 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 ½ 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.

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 DECRIBED 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

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 DATE
3301 S. AIRPORT DR.
WESLACO, TX. 78596

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 DULLY 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_____.

_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 10/22/17
ENGINEERING JOB # 18034.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER

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

STATE OF TEXAS
REGISTERED
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR

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

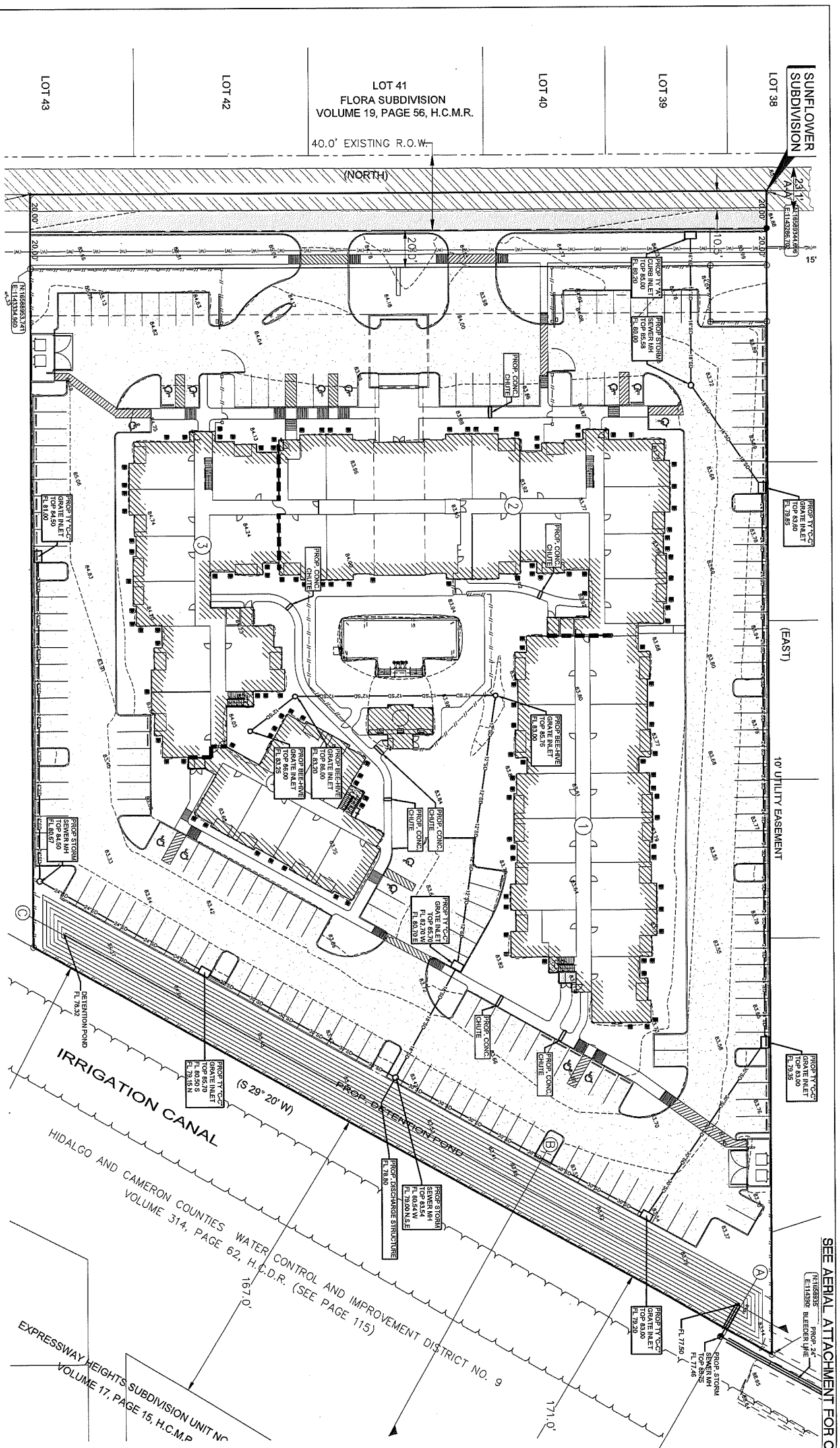
COUNTY COURT COUNTY OF HIDALGO, TEXAS

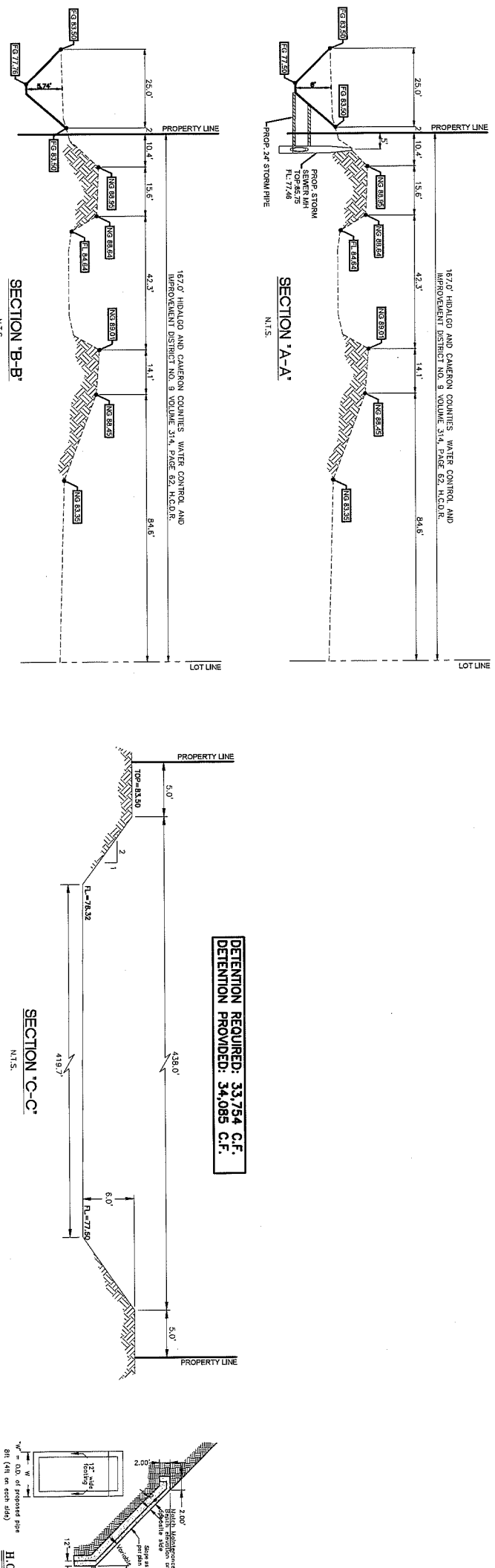
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY





DETENTION REQUIRED: 33,754 C.F.
DETENTION PROVIDED: 34,085 C.F.

SITE GRADING PLAN

MIDWAY VILLAS APARTMENTS
CITY OF WESLACO, TEXAS

ENG. TECH: EM
PROJECT ENG: M.A.R.
T-BOOK: , PG.
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: AS SHOWN

REVISION	DATE	BY

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227 N. F.M. 3167, RIO GRANDE CITY, TX. 78582, PH: (956) 487-8256, FAX: (956) 488-8591
TBPLS No. 10096900
www.meldenandhunt.com

JOB No. 18034.02

SHEET 1 OF 3

File Name: XXXXXXXXX

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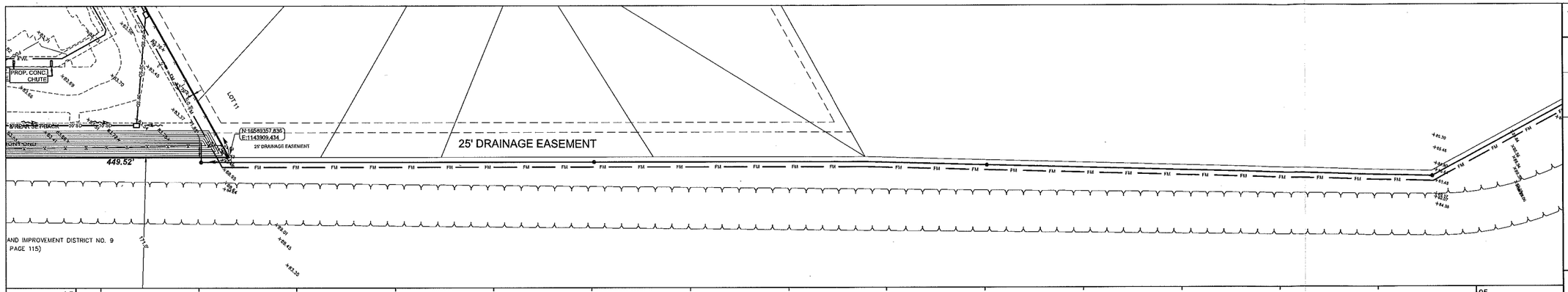

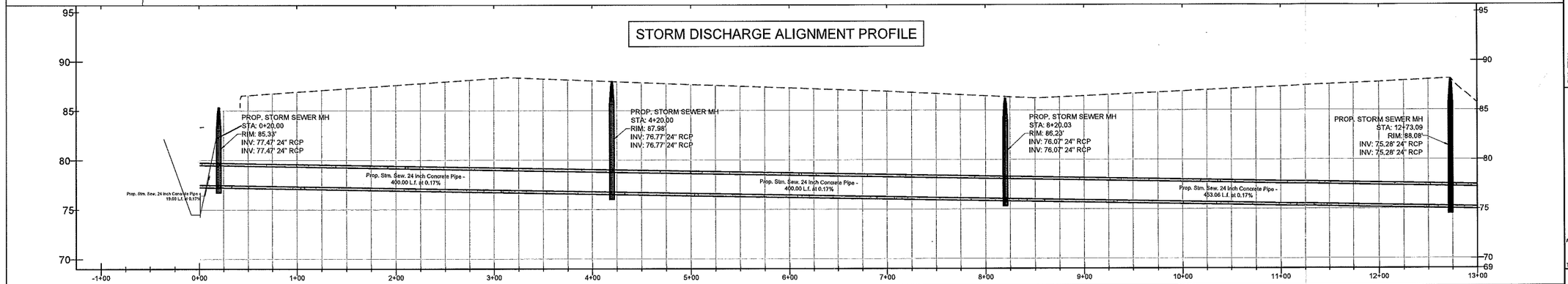

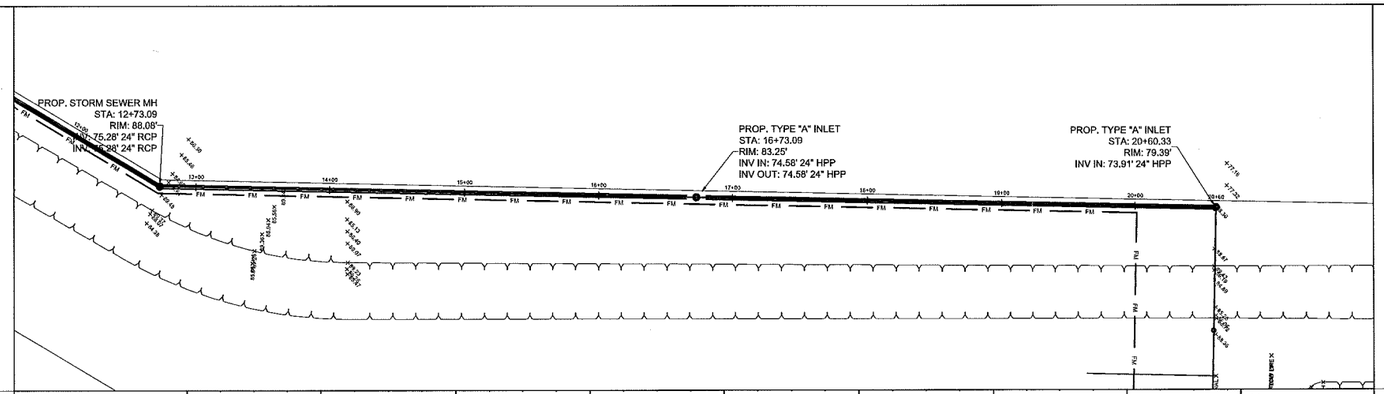

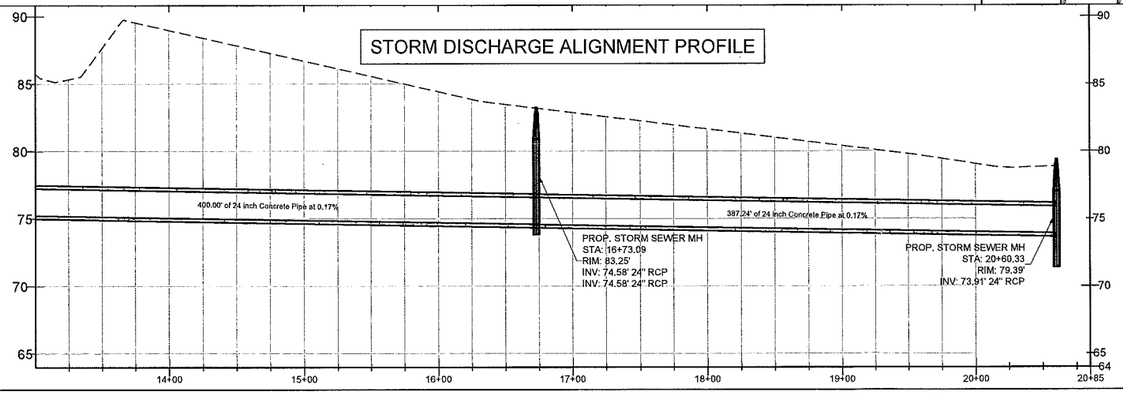

JOB No.
99999.99

BY	DATE	REVISION

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115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
EST. PUBLISHED 1947 - www.meldenhunt.com
TBPE# 356, TBPLS# 10024000

ENG. TECH:
PROJECT ENG:
T-BOOK: PG.
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: 1" = 50'

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MIDWAY VILLAS APARTMENTS
CITY OF WESLACO, TEXAS

STORM SEWER LINE PLAN & PROFILE

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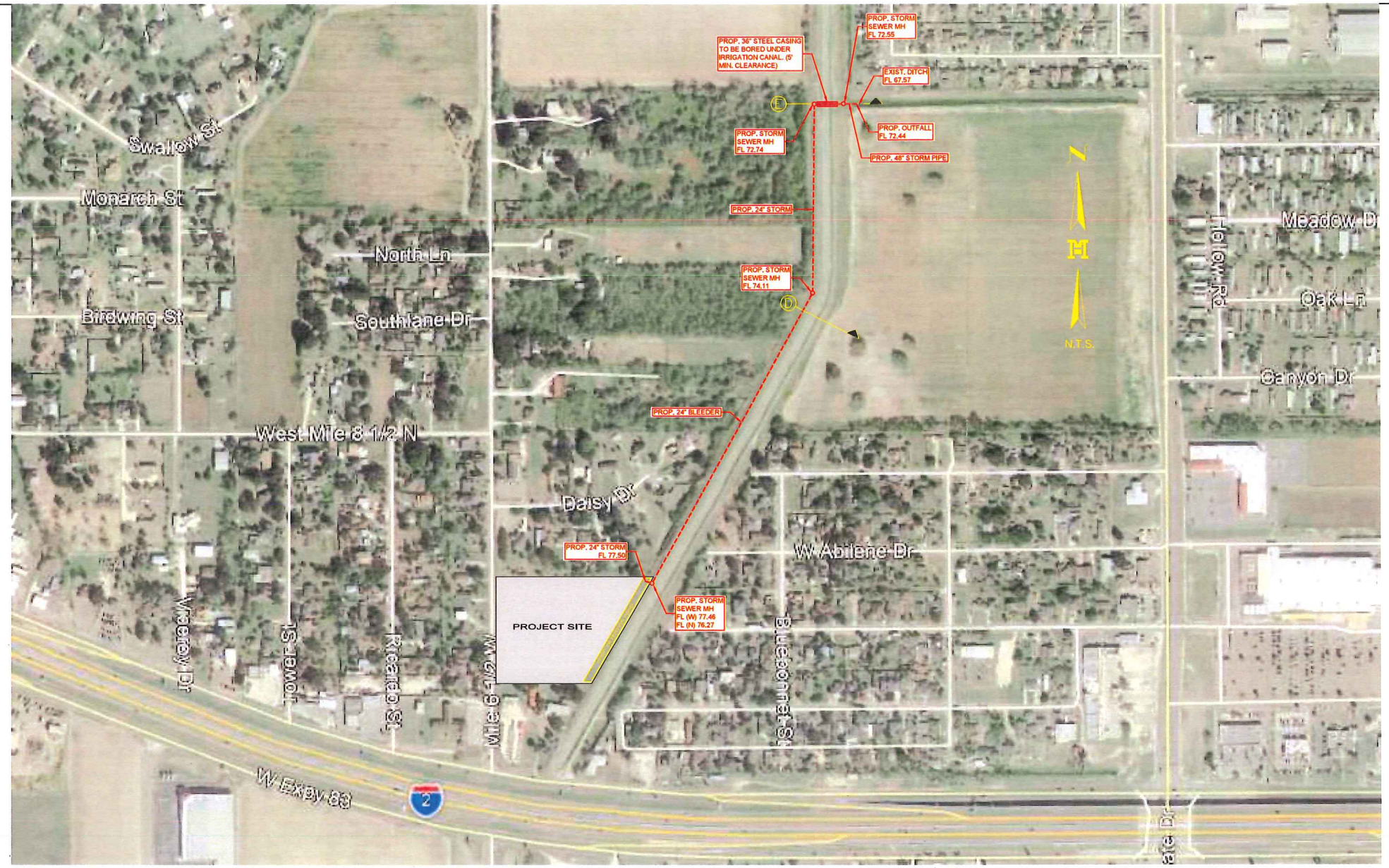
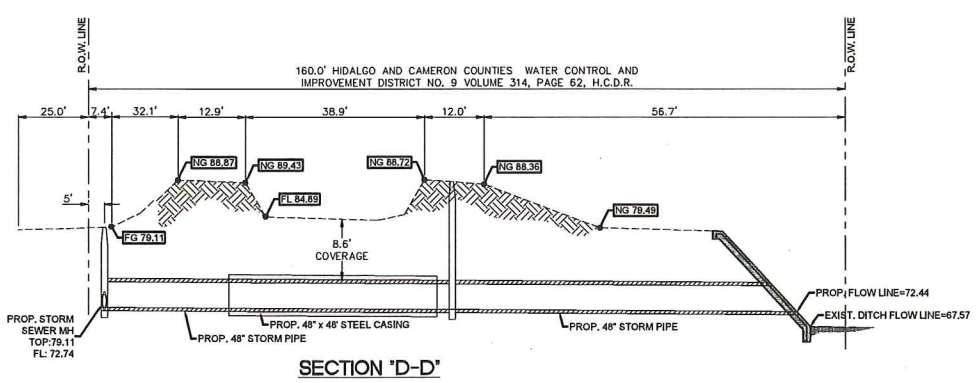
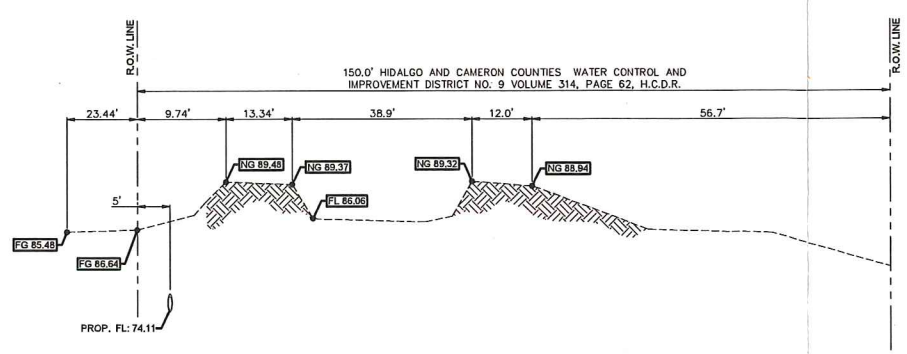
File Name: XXXXXXXXXX





SECTION "D-D"
N.T.S.



SECTION E-E"
N.T.S.

JOB No. 18034.02

REVISION	DATE	BY

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227 N. F.M. 3167
PR. ISLAND, TX. 78578
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FAX: (956) 488-8691
www.meldenandhunt.com
TBPE/S No. F000565

ENG. TECH: EM
PROJECT ENG: M.A.R.
T.BOOK: - PG.
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: AS SHOWN

MIDWAY VILLAS APARTMENTS
CITY OF WESLACO, TEXAS

OFF-SITE DRAINAGE LAYOUT

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File Name: XXXXXXXXX

SHEET 2 OF 3

MIDWAY VILLAS
PUBLIC IMPROVEMENTS

Weslaco, Hidalgo County, TEXAS

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 STATUES 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.

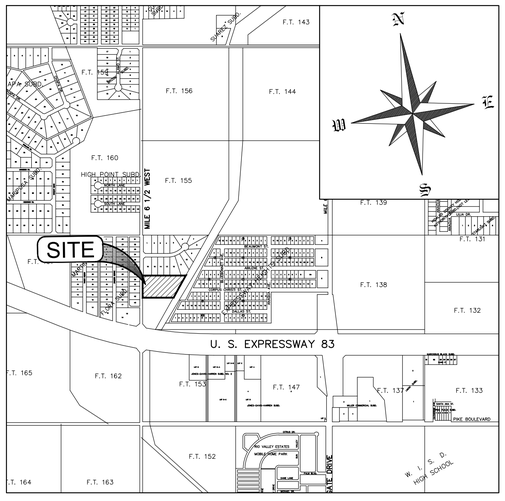
31. CONTRACTOR TO VERIFY EXISTING SITE CONDITIONS (LOCATIONS & ELEVATIONS) PRIOR TO START OF CONSTRUCTION.

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 ACCESIBILITY.

35. ALL PROPOSED STORM R.C.P. TO BE INSTALLED AT PLACES OTHER THAN EXISTING OR PROPOSED STRUCTURES SHALL INCLUDE SAFETY ENDS TREATMENT.



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.
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EDINBURG, TX 78541
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ESTABLISHED 1947

227 N. F.M. 3167
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PH: (956) 487-8256
FAX: (956) 488-8591
www.meldenandhunt.com

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

PLANS CORRECT:

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368

2/15/2019

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

12/20/2018

JOB No. 18034.04

SEQ. SHEET 1 OF 8

SET No.

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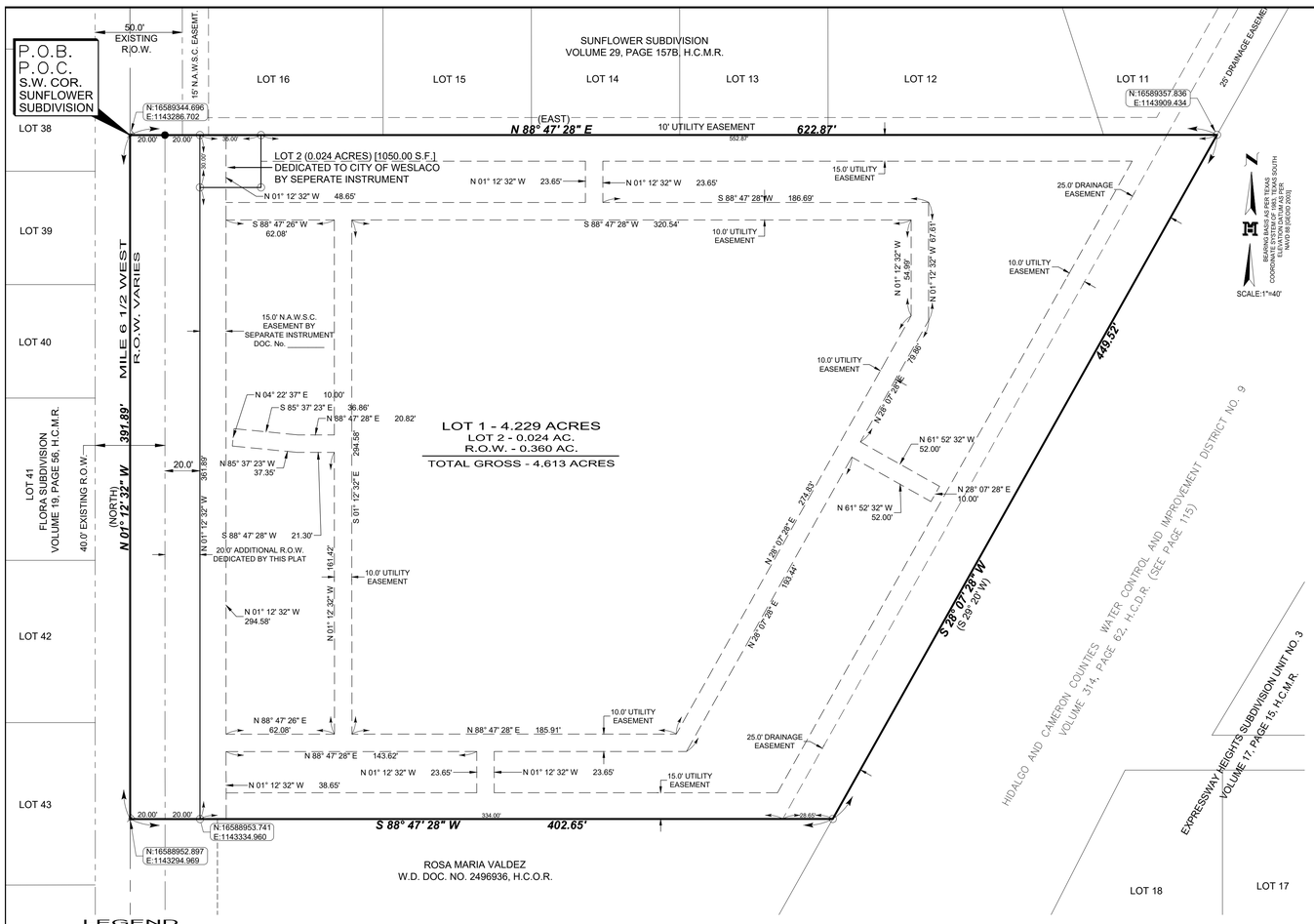
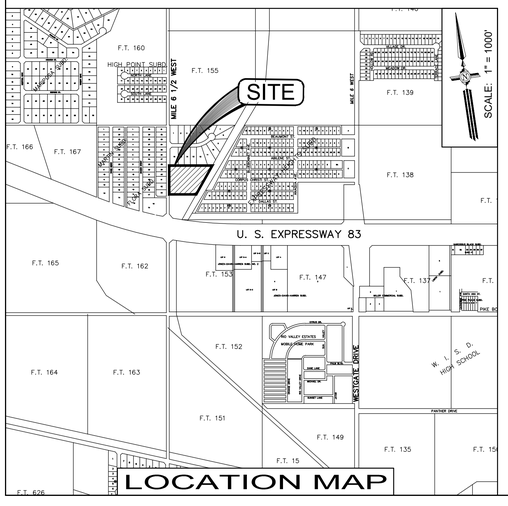


LEGEND

- ● 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



LOCATION MAP

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

   THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
2. 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, 2000.
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
4. BENCH MARK 1: NAIL SET N.W. CORNER OF PROPERTY, ELEVATION: 85.20: NORTH: 16589344.696, EAST: 1143286.702, NAVD 83
5. NO BUILDING IMPROVEMENTS SHALL BE PERMITTED ON OR WITHIN ANY EASEMENT IN THIS SUBDIVISION.
6. DRAINAGE:
   IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 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 THAT STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAT ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
7. 5-FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF BUILDING PERMIT.
8. FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
9. FOLLOW STREET LIGHT ORDINANCE AS PER CITY REQUIREMENTS.
10. STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.
11. INTERIOR SIDEWALK WILL BE REQUIRED AT BUILDING PERMIT STAGE
12. ALL INTERIOR LOT CORNERS ARE SET BY No. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT.
13. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
14. STREET LIGHT MUST BE LOCATED EVERY 300 FEET
15. COMMON AREAS, PRIVATE STREETS, AND DETENTION PONDS MUST BE MAINTAINED BY THE LOT OWNERS AND NOT THE CITY OF WESLACO.
16. 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
TBPLS No. 10096900

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

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.

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

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

BEIING 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: 1143294.969] SET ON THE SOUTHWEST CORNER OF SUNFLOWER SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 29, PAGE 157B, HIDALGO COUNTY MAP RECORDS AND WITHIN THE EXISTING RIGHT-OF-WAY OF MILE 6 ½ WEST, FOR THE NORTHWEST CORNER OF THIS TRACT;

1. 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 ½ WEST, CONTINUING A TOTAL DISTANCE OF 622.87 FEET TO A NO. 4 REBAR SET [NORTHING: 16589357.836, EASTING: 1143909.434] FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 28° 07' 28" W (S 29° 20' W DEED CALL) A DISTANCE OF 449.52 FEET TO A NO. 4 REBAR SET, FOR THE SOUTHEAST CORNER OF THIS TRACT;
3. 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 ½ WEST, CONTINUING A TOTAL DISTANCE OF 402.65 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 ½ WEST, FOR THE SOUTHWEST CORNER OF THIS TRACT;
4. 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 ½ 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

RIGHT OF WAY EASEMENT

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

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

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

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

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE _____ DAY OF _____ 2018.

_____
ROSA MARIA VALDEZ
ATTORNEY-IN-FACT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED ROSA MARIA VALDEZ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE __ DAY OF , 2018.

_____
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

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 DATE
3301 S. AIRPORT DR.
WESLACO, TX. 78596

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 DULLY 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 04 DAY OF FEBRUARY 20 19 .

_____
MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 10/22/17
ENGINEERING JOB # 18034.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

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

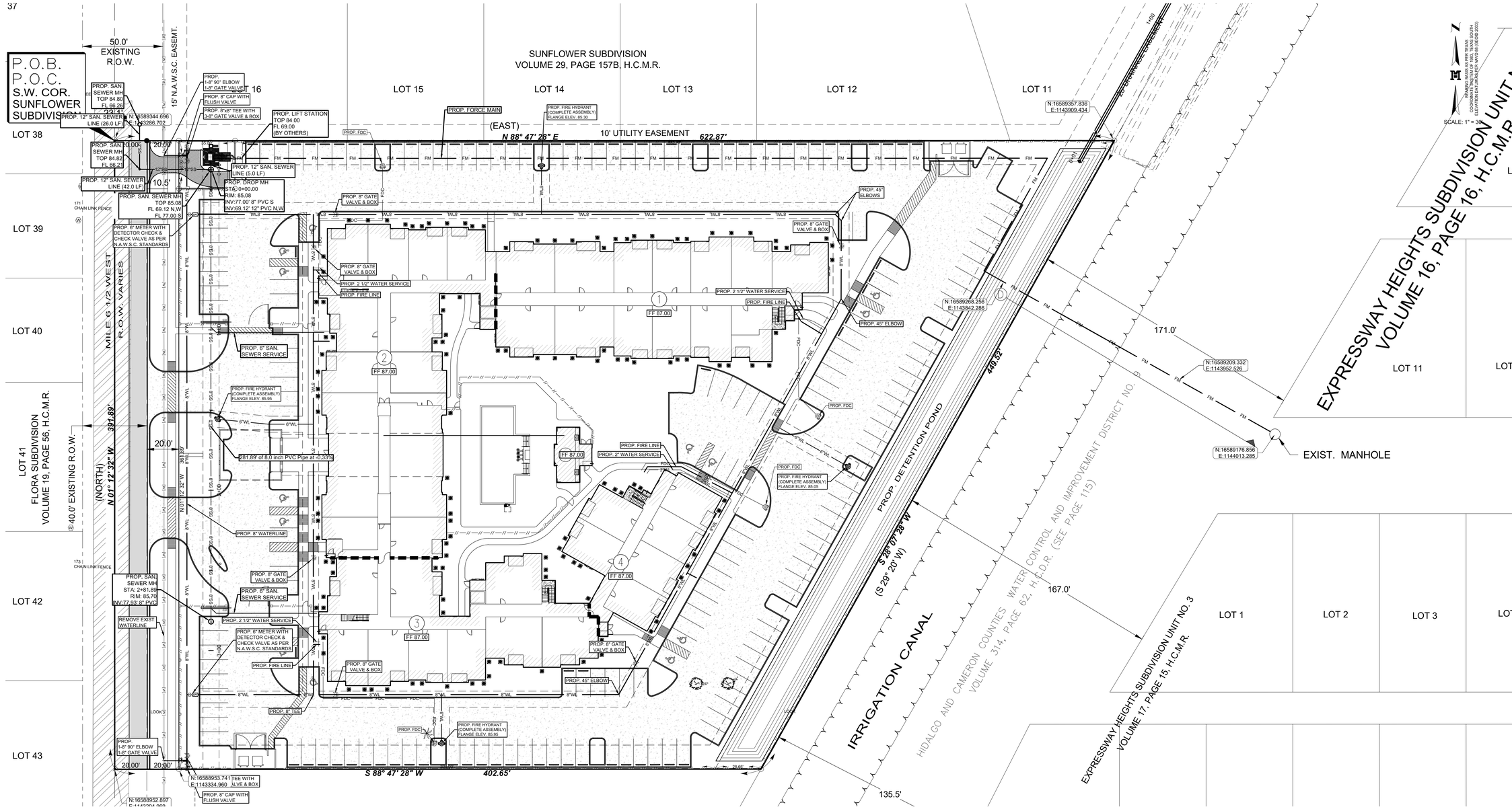
_____ _____
CITY CLERK DATE

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

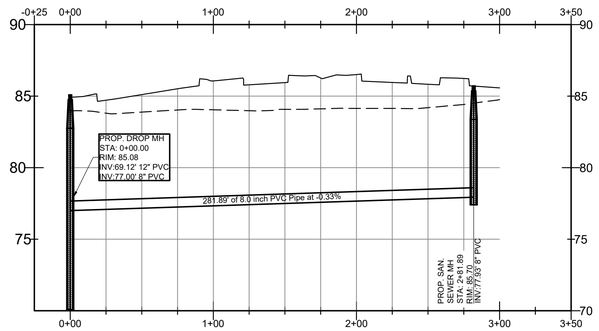
ON: _____AT_____ AM/PM

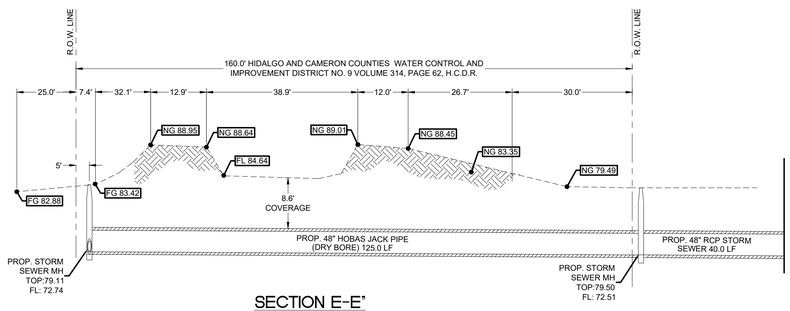
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY



SANITARY SEWER LINE A PROFILE





SECTION E-E'

N.T.S.

NOTE:
SIZE AND LOCATION OF FDC AND FIRE LINES ARE FOR REFERENCE ONLY. LOCATION AND SIZES ARE TO BE DESIGNED BY A LICENSED FIRE SPRINKLER ENGINEER.

JOB No.
18034.04

REVISION	DATE	BY

MELDEN & HUNT INC
CONSULTANTS • ENGINEERS • SURVEYORS
115 E. TRENTON RD.
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
TBPELS No. 10095600

ENG. TECH: EM
PROJECT ENG: M.A.R.
T.BOOK: , PG.
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: AS SHOWN

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER
CIVIL

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368
02-15-2019.
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MIDWAY VILLAS APARTMENTS

WESLACO, TEXAS

UTILITY LAYOUT

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File Name: XXXXXXXXX

SHEET 3 OF 8

SUNFLOWER SUBDIVISION
VOLUME 29, PAGE 157B, H.C.M.R.

50.0' EXISTING R.O.W.

W.S.C. EASEMENT.

PROP TY "C-C" GRATE INLET TOP 84.50 FL 79.85

PROP TY "C-C" GRATE INLET TOP 83.60 FL 79.80

PROP. 24" RCP STORM SEWER LINE (585.0 LF)

PROP. 24" RCP STORM SEWER LINE (291.0 LF)

PROP TY "C-C" GRATE INLET TOP 83.00 FL 79.30

PROP TY "C-C" GRATE INLET TOP 83.15 FL 79.15

PROP. 24" STORM SEWER LINE

PROP. BEE-HIVE GRATE INLET STA: 0+21.65 RIM: 83.26' INV: 77.46' 24" RCP INV: 76.29' 24" RCP

N 88° 47' 28" E 622.87'

0.7

11.88'

FL 77.50

PROP. 30" RCP STORM SEWER LINE (108.0 LF)

PROP. 30" STORM SEWER LINE (10.0 LF)

PROP. DISCHARGE STRUCTURE FL 79.00

171.0'

449.32'

PROP. CONC. CHUTE

PROP. CONC. CHUTE

PROP. CONC. CHUTE

PROP. CONC. FLUME

PROP. CONC. CHUTE

FF 87.00

PROP TY "C" GRATE INLET TOP 85.75 FL 83.00

PROP. 12" RCP STORM SEWER LINE (143.0 LF)

PROP. 12" STORM SEWER LINE (104.0 LF)

PROP TY "C-C" GRATE INLET TOP 85.70 FL 82.70 W FL 80.70 E

PROP. 18" RCP STORM SEWER LINE (64.0 LF)

PROP STORM SEWER MH TOP 83.54 FL 80.55

PROP. 18" STORM SEWER LINE (12.0 LF)

PROP. DISCHARGE STRUCTURE FL 80.50

PROP. DETENTION POND

S 28° 07' 28" W (S 29° 20' W)

167.0'

PROP. CONC. CHUTE

PROP. CONC. CHUTE

PROP. CONC. FLUME

PROP. CONC. FLUME

PROP. 12" STORM SEWER LINE (50.0 LF)

PROP BEE-HIVE GRATE INLET TOP 86.00 FL 83.30

PROP TY "C" GRATE INLET TOP 85.80 FL 83.20

PROP BEE-HIVE GRATE INLET TOP 86.00 FL 83.25

PROP. 12" STORM SEWER LINE (27.0 LF)

FF 87.00

FF 87.00

FF 87.00

PROP. CONC. FLUME

PROP. DISCHARGE STRUCTURE FL 80.20

DETENTION POND FL 78.32

PROP. 24" STORM SEWER LINE (25.0 LF)

PROP TY "C-C" GRATE INLET TOP 84.10 FL 80.25

PROP TY "C-C" GRATE INLET TOP 84.50 FL 80.50

PROP. 24" RCP STORM SEWER LINE (156.0 LF)

S 88° 47' 28" W 402.65'

135.5'

LOT 41
FLORA SUBDIVISION
VOLUME 19, PAGE 56, H.C.M.R.

340.0' EXISTING R.O.W.

(NORTH)
N 01° 12' 32" W 391.89'

MILE 6 1/2 WEST
R.O.W. VARIES

20.0'

171 CHAIN LINK FENCE

FNC TEE

FNC ELTEE

FNC LCOR

LOOK

ROSA MARIA VALDEZ
W.D. DOC. NO. 2496936, H.C.O.R.

HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT NO. 9 VOLUME 314, PAGE 62, H.C.D.R. (SEE PAGE 115)

IRRIGATION CANAL

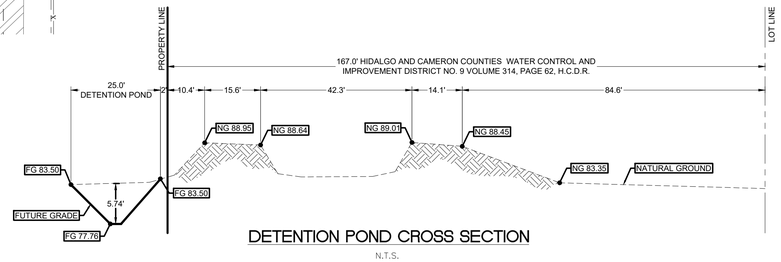
EXPRESSWAY HEIGHTS SUBDIVISION UNIT NO. 3
VOLUME 17, PAGE 15, H.C.M.R.

SCALE: 1" = 30'

BEARING BASIS AS PER TEXAS COORDINATE SYSTEM OF 1983 (2011) ELEVATION DATUM AS PER NAVD 88 GEOID 12B (2009)

DETENTION POND CROSS SECTION

N.T.S.



JOB No. 18034.04

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MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER
CIVIL - GENERAL

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368

02-04-2019.

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MIDWAY VILLAS APARTMENTS
WESLACO, TEXAS

DRAINAGE LAYOUT

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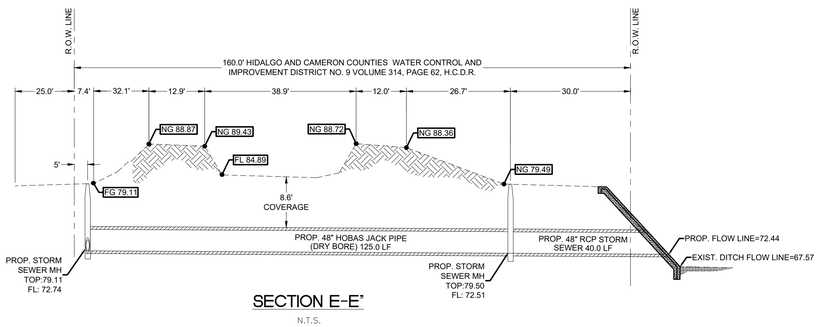
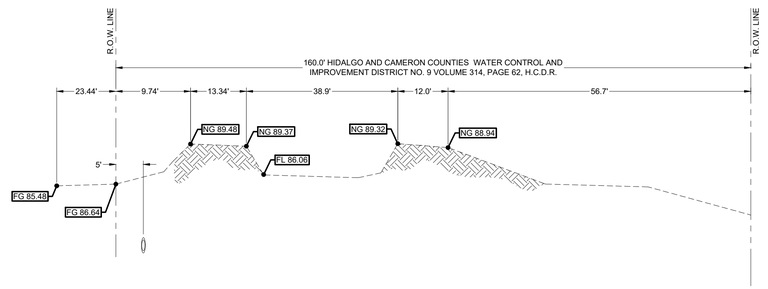
File Name: XXXXXXXXX

SHEET 4 OF 8



SECTION E-E"

N.T.S.



SECTION "D-D"

N.T.S.

JOB No. 18034.04

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PROJECT ENG: M.A.R.
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MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER
FINAL DOCUMENT

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368
02-04-2019
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MIDWAY VILLAS APARTMENTS
WESLACO, TEXAS

OFF-SITE DRAINAGE LAYOUT

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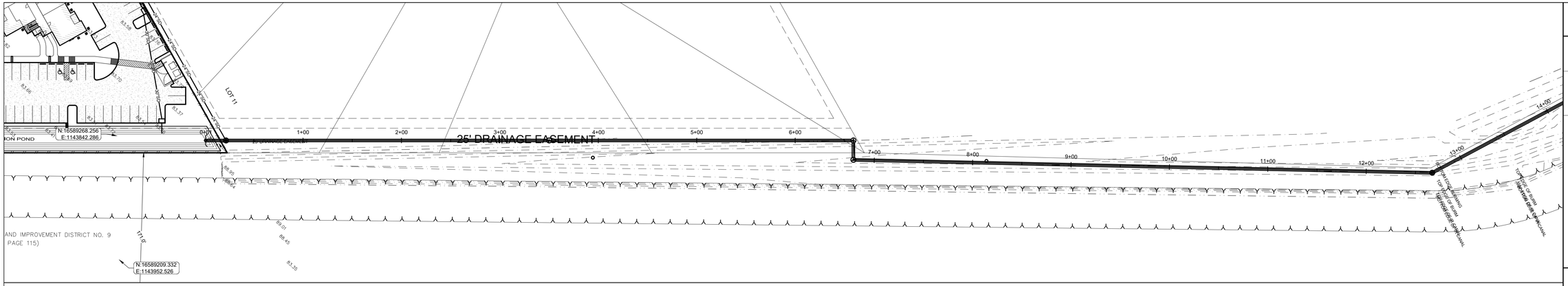

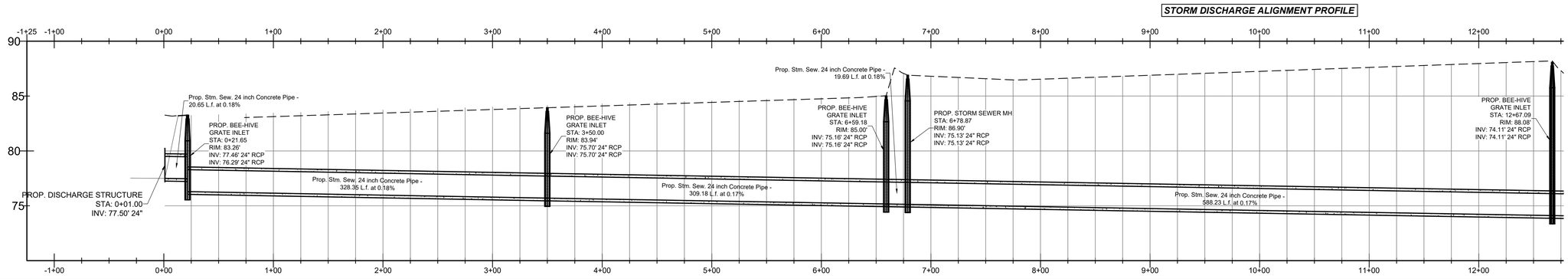

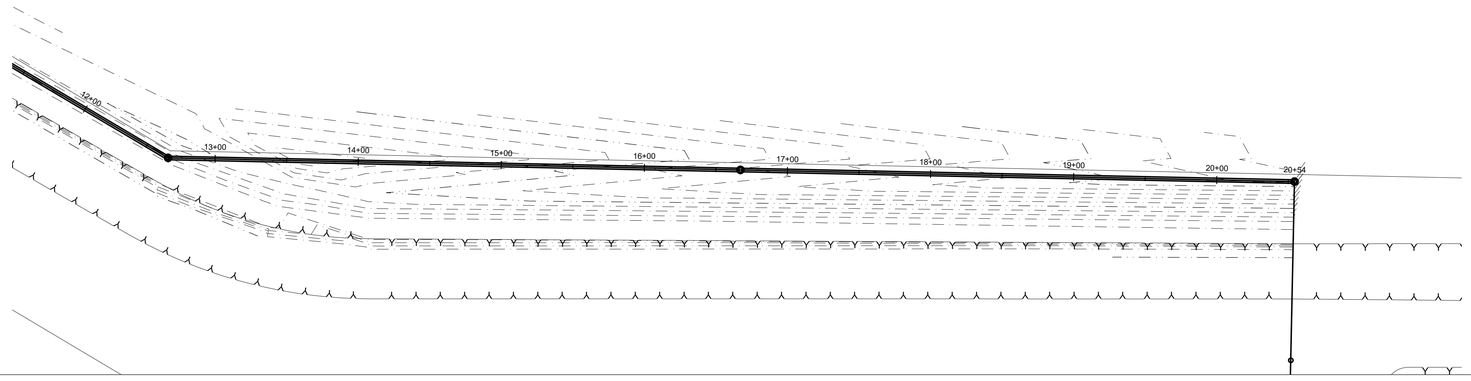

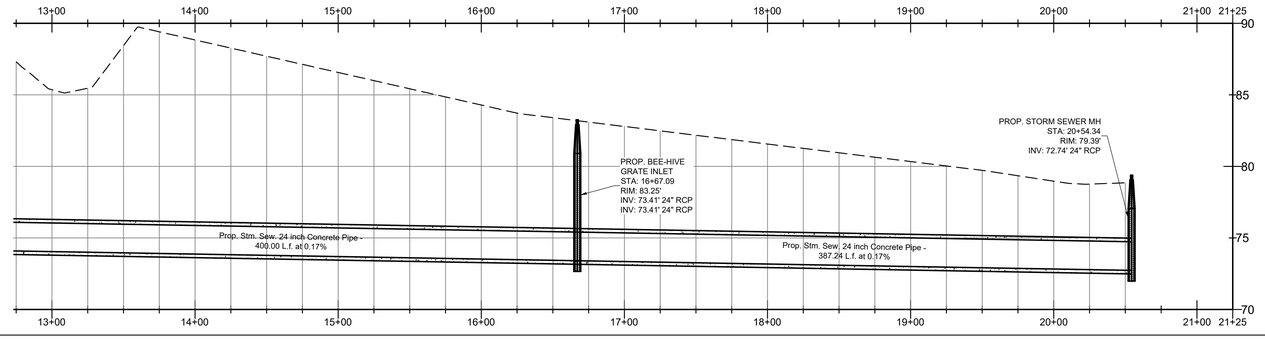

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18034.04

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MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
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LICENSED PROFESSIONAL ENGINEER
CIVIL

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MIDWAY VILLAS APARTMENTS
WESLACO, TEXAS

STORM SEWER LINE PLAN AND PROFILE

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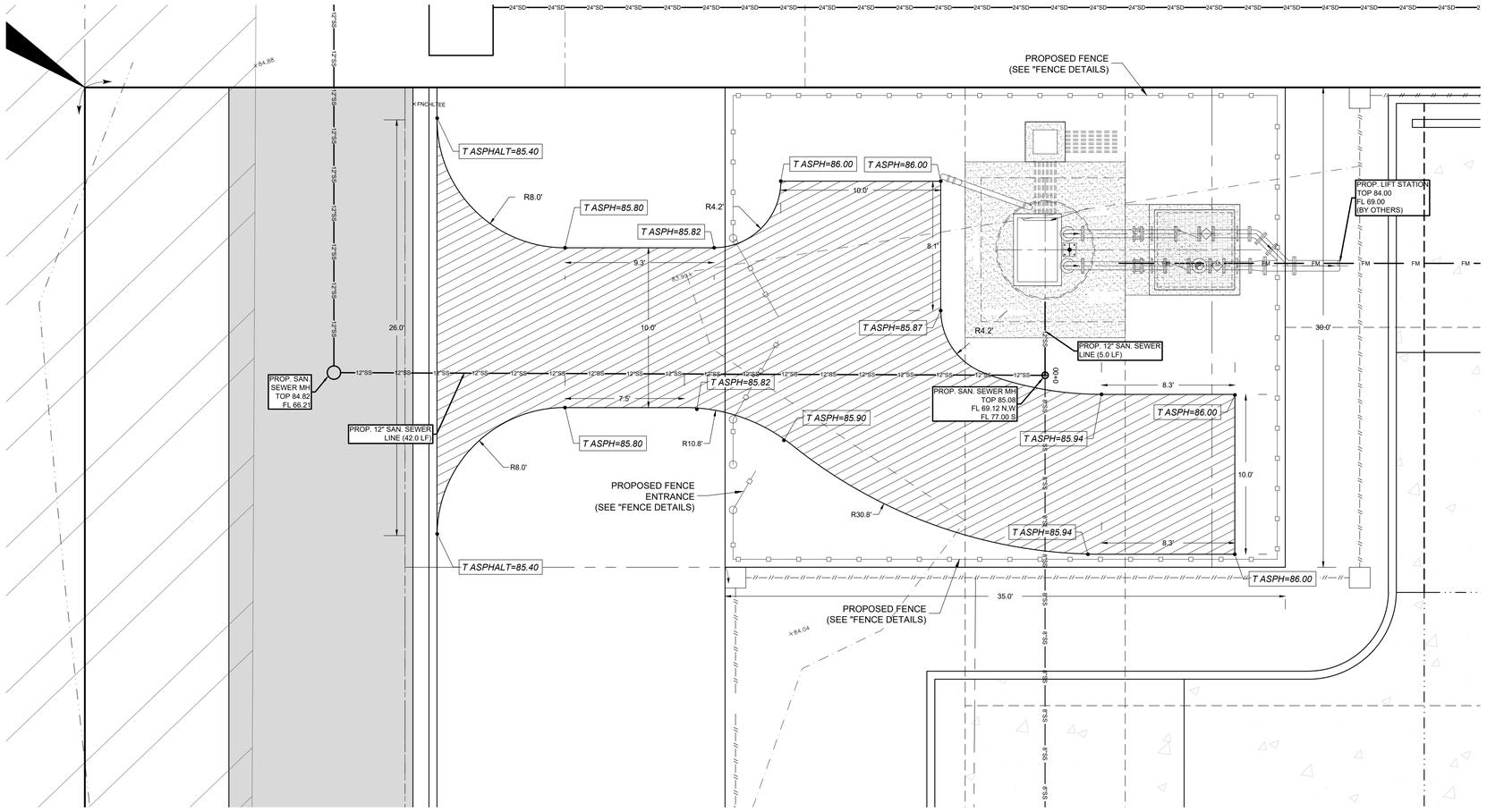
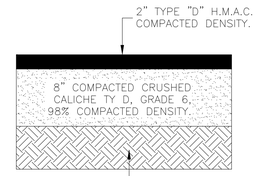
SHEET 5a OF 8



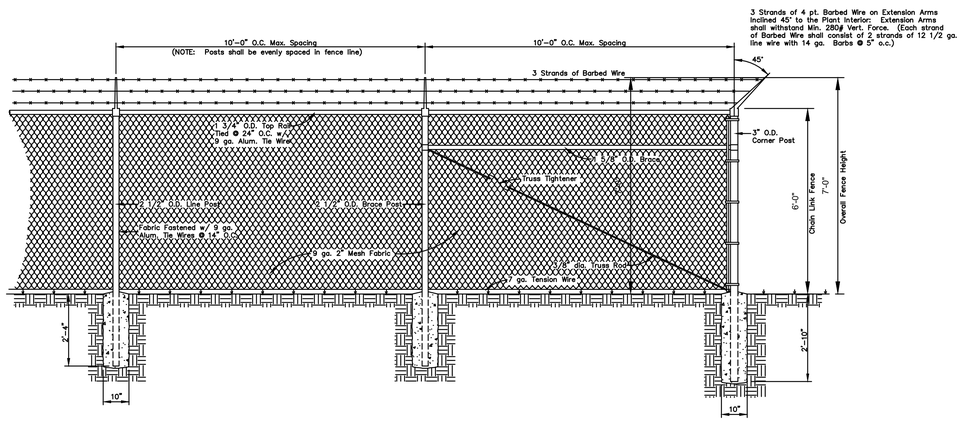
SCALE: 1" = 4'



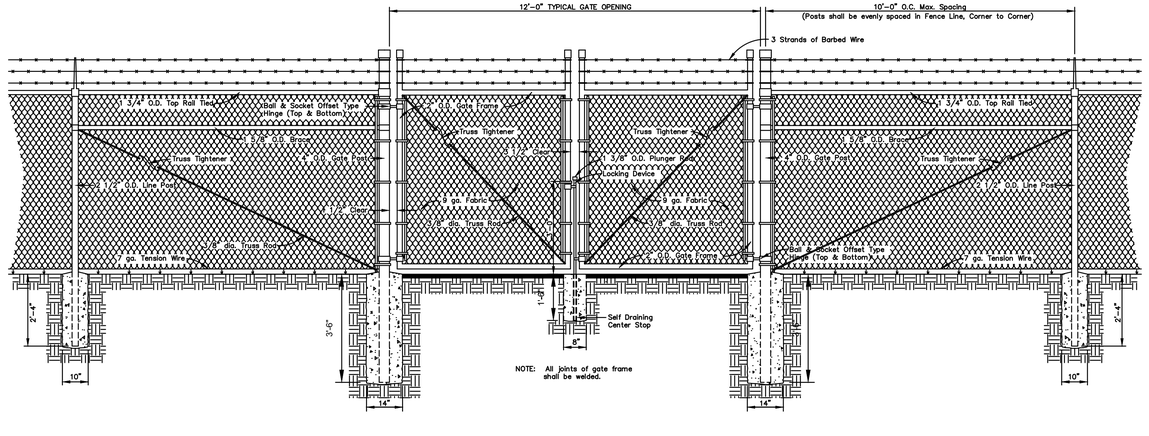
PROP. PAVEMENT FOR ASPHALT
DRIVEWAY/ACCESS CROSS-SECTION

N.T.S.

NOTE: THIS PROJECT SHALL REQUIRE PATRICIAN VINYL "PRIVACY" SLATS ON ALL CHAIN LINK FENCE AND GATES AROUND LIFT STATIONS



TYPICAL FENCE CORNER DETAIL
SCALE: 1/2" = 1'-0"



TYPICAL DOUBLE SWING DRIVE – THRU GATE DETAIL
SCALE: 1/2" = 1'-0"

JOB No.
18034.02

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02/04/2019

MIDWAY VILLAS
APARTMENTS
CITY OF WESLACO, TEXAS

LIF STATION SITE PLAN

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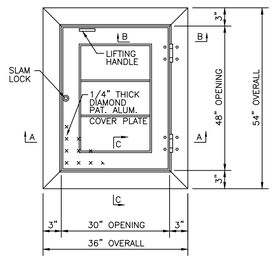
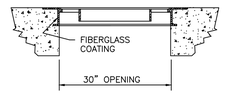
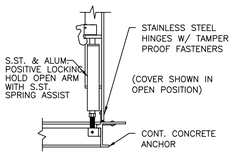


PLAN



SECTION A–A



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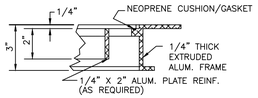
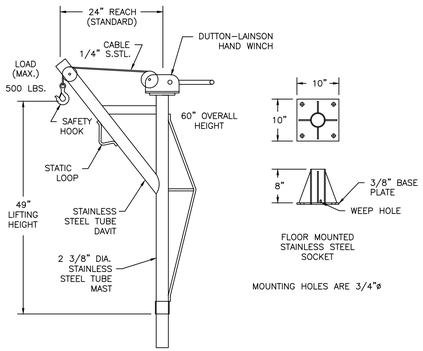


SECTION C–C

TYPICAL ACCESS DOOR DETAILS

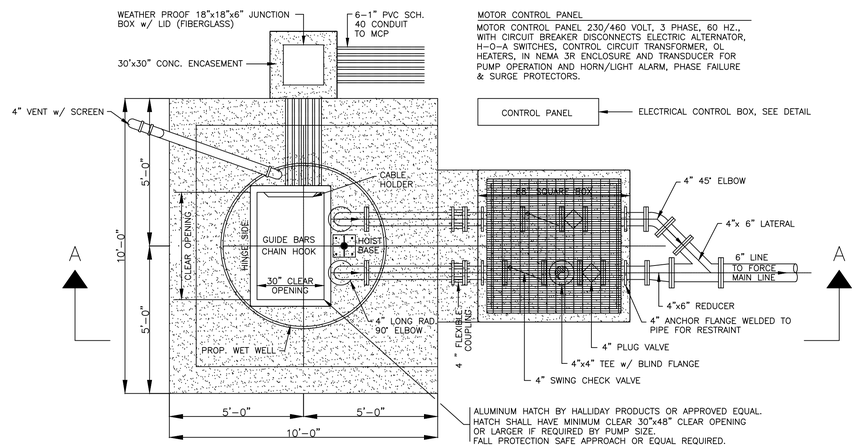
HALLIDAY PRODUCTS MODEL S1S3048 OR APPROVED EQUAL
N.T.S.



STAINLESS STEEL PORTABLE HOIST

HALLIDAY PRODUCTS MODEL D1A24B OR APPROVED EQUAL
N.T.S.

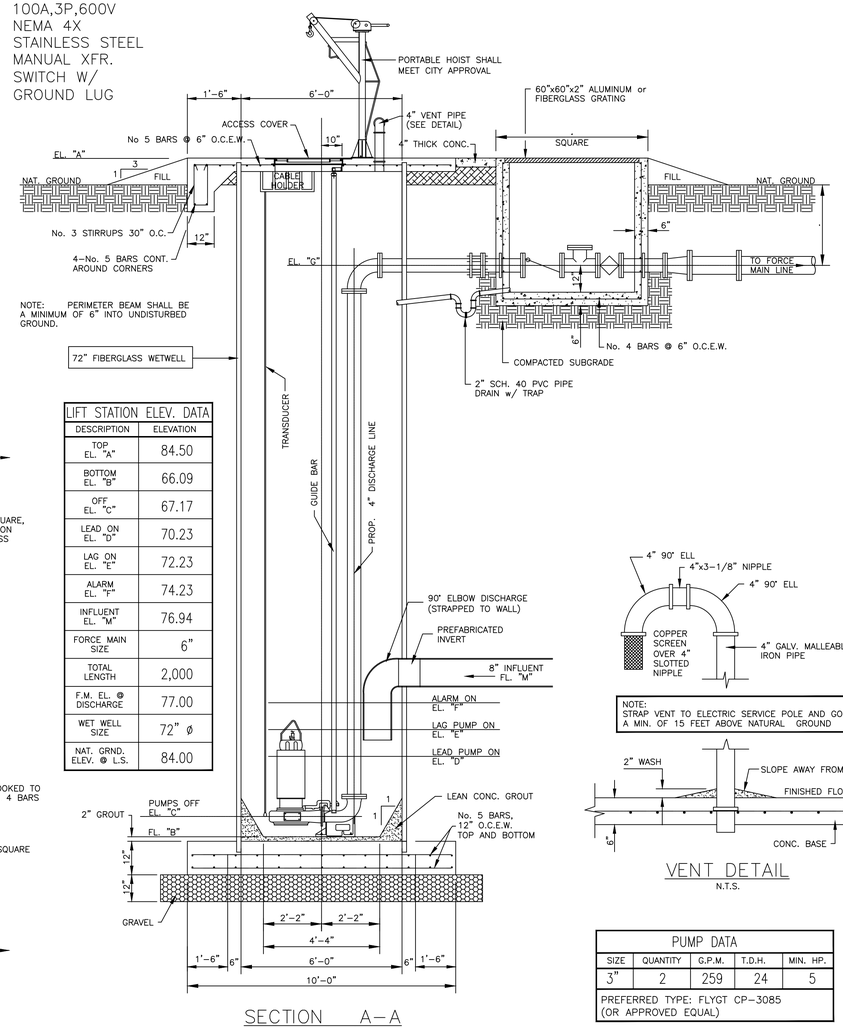
NOTE:
THE CONTRACTOR SHALL PROVIDE PORTABLE HOIST FOR REMOVAL OF PUMPS. IT SHALL HAVE A SAFE LOAD OF 500 lbs., LIFT OF 30 FT., REACH OF 24", HEIGHT OF HOOK ABOVE ACCESS COVER 48". (HALLIDAY PRODUCTS SERIES DA STAINLESS STEEL PORTABLE HOIST OR APPROVED EQUAL)



LIFT STATION – PLAN VIEW

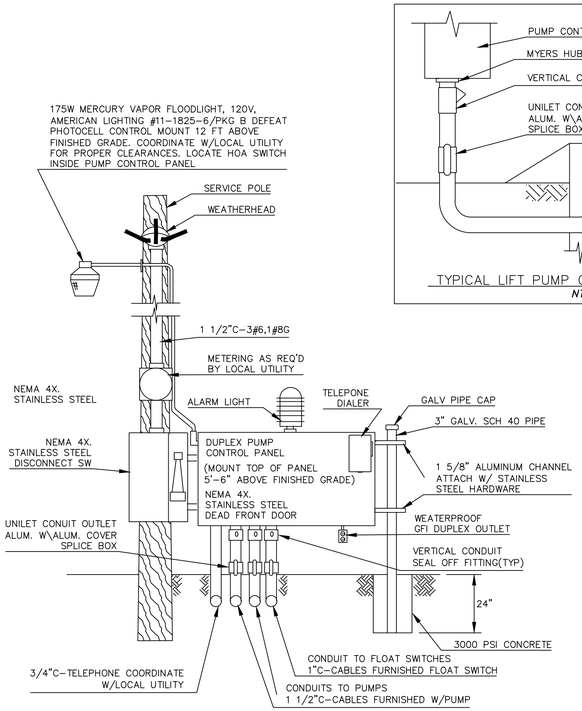
SCALE: 3/8" = 1'–0"

100A,3P,600V
NEMA 4X
STAINLESS STEEL
MANUAL XFR.
SWITCH W/
GROUND LUG



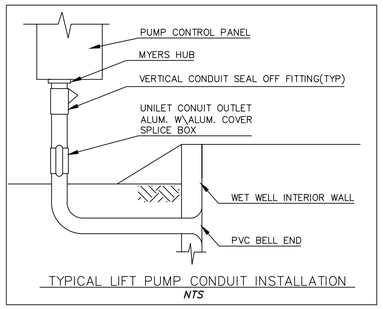
SECTION A–A

SCALE: 3/8" = 1'–0"



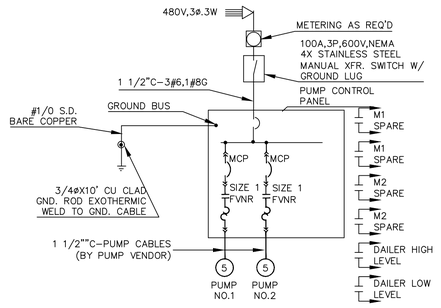
PUMP CONTROL PANEL DETAIL

NTS



TYPICAL LIFT PUMP CONDUIT INSTALLATION

NTS



LIFT STATION ONE LINE DIAGRAM

NTS

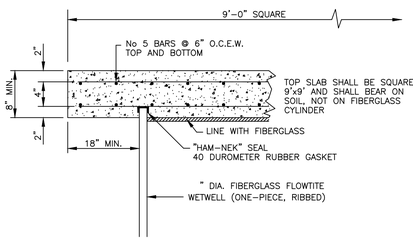
ELECTRICAL NOTES:

US FILTER D152 DUPLEX PUMP & ALARM CONTROLLER HIGH, LOW LEVEL ALARM IN RESPONSE TO ELECTRONIC LEVEL–PROPORTIONAL SIGNAL 4–20MA BULLETIN A1000–157GSCL STAINLESS STEEL SUBMERSIBLE LEVEL TRANSDUCER W\BULLETIN B–500 151–3 INTRINSIC SAFETY BARRIER. STAINLESS STEEL MOUNTING CABLE.

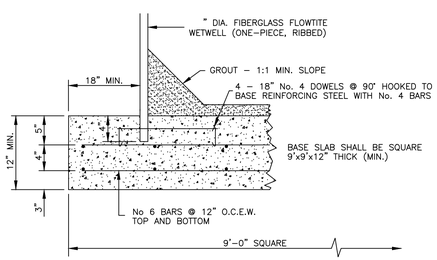
IEC RATED WILL NOT BE ACCEPTABLE 460/60/3 DUPLEX PANEL NEMA 4X STAINLESS STEEL ENCLOSURE W/DEAD–FRONT INNER DOOR MOTOR STARTER, BREAKER, OIL TIGHT–RUN OFF LIGHTS HOA SW ELAPSED RUN TIME METERS NON RESET. CONTROL XMFR, GFCI DUPLEX RECEPTACLE HORN, ALARM LIGHT, PUMP SEAL FAILURE RELAYS LIGHTING ARRESTOR, PHASE FAILURE RELAYS.

PVC CONDUIT UNDERGROUND RUNS ONLY BELOW GRADE TO ABOVE GRADE UPTURNS SHALL BE PVC COATED RIGID METALLIC CONDUIT ABOVE GRADE SHALL BE RIGID ALUM. CONDUIT WIRE THWN.

LIFT STATION ELEV. DATA	
DESCRIPTION	ELEVATION
TOP EL. "A"	84.50
BOTTOM EL. "B"	66.09
OFF EL. "C"	67.17
LEAD ON EL. "D"	70.23
LAG ON EL. "E"	72.23
ALARM EL. "F"	74.23
INFLUENT EL. "M"	76.94
FORCE MAIN SIZE	6"
TOTAL LENGTH	2,000
F.M. EL. @ DISCHARGE	77.00
WET WELL SIZE	72" ø
NAT. GRND. ELEV. @ L.S.	84.00



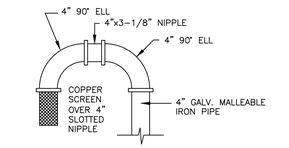
TOP DETAIL



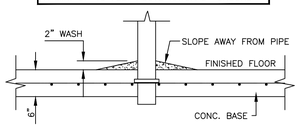
BOTTOM DETAIL

FIBERGLASS MANHOLE DETAILS

N.T.S.



NOTE:
STRAP VENT TO ELECTRIC SERVICE POLE AND GO A MIN. OF 15 FEET ABOVE NATURAL GROUND



VENT DETAIL

N.T.S.

PUMP DATA				
SIZE	QUANTITY	G.P.M.	T.D.H.	MIN. HP.
3"	2	259	24	5
PREFERRED TYPE: FLYGT CP–3085 (OR APPROVED EQUAL)				

GENERAL NOTES

1. Painting metal fixtures, doors, etc., to be shop primed and field painted with two coats of paint, type and color as specified by owner or engineer.
2. Spot or skip welds not permitted – all to be 100% full weld.
3. All surface inside the wet well except fiberglass surface, pumps, power and control cables and the stainless steel guide rails shall be coated with 100% solids, thermosetting, elastomeric. Unfilled chemically cured polyurethane, coating system shall consist of all of the following:
   a. Prior to coating, clean all surface by water blasting with 10% muriatic acid or sandblasting.
   b. Apply one coat of Polybrid 705X concrete pre–coat at 15 mils dft. according to manufacturer's recommendations.
   c. Apply one coat of Polybrid 705 Topcoat at 80 mils dft. according to manufacture's recommendations.
4. All outside anchor bolts, wall inserts, etc., to be hot dipped galvanized, and cast into concrete at time of pour. Anchor bolts, pipe brackets, etc., inside of wet well are to be stainless steel.
5. Concrete is to be 5 1/2 sack, 3,500 p.s.i.
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 layers shall be compacted to 95% relative or standard proctor density at optimum moisture content (to +2%) with mechanical tampers. Heavy equipment shall not be operated closer to the wetwell than a distance equal to the height of the backfill.

JOB No. 18034

REVISION	DATE	BY

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CHECKED BY: L.M.
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SCALE: AS SHOWN

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117368
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368 02/15/19
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MIDWAY VILLAS APARTMENTS
CITY OF WESLACO, TEXAS

LIFT STATION SUBMERSIBLE PUMP

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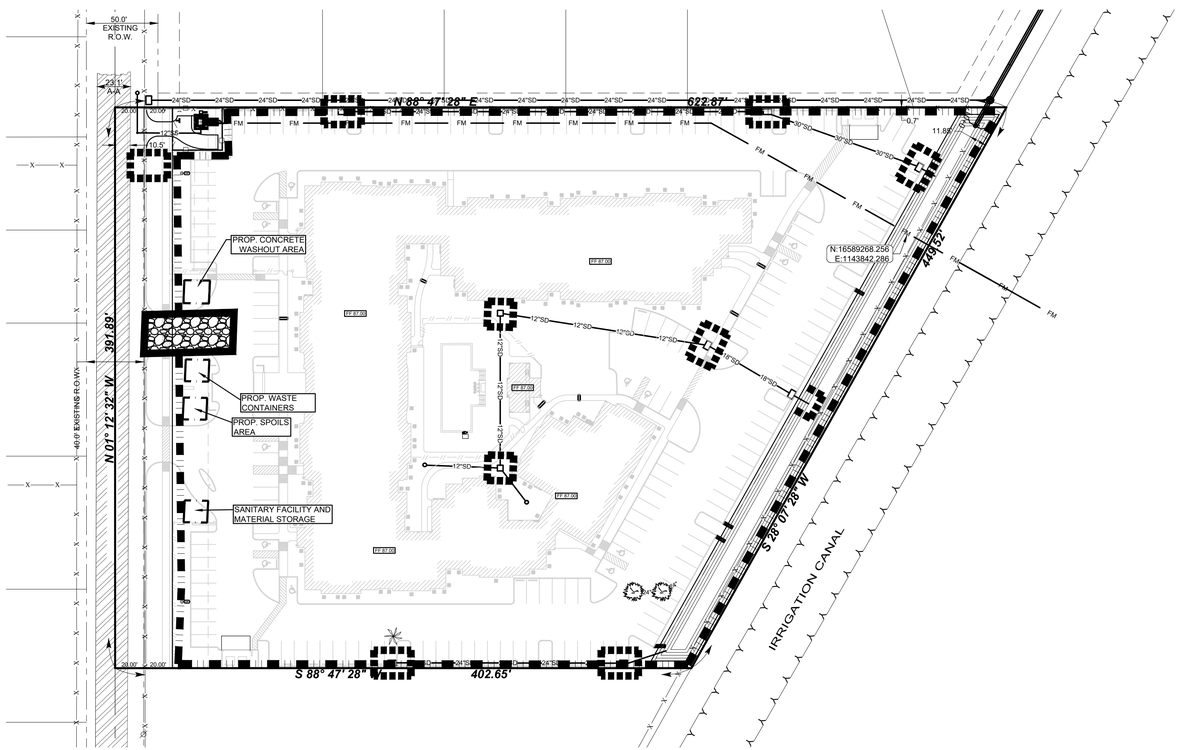
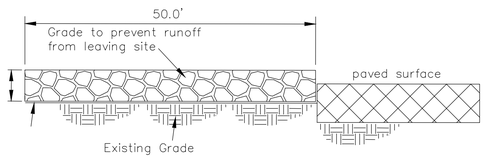
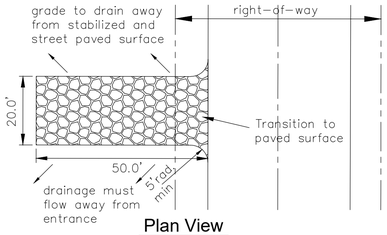




Profile View



Plan View

STABILIZED CONSTRUCTION ENTRANCE

(2 / C-5) SCALE: NOT TO SCALE

Notes :

1. Contruction entrance(s) shall be locted at the time of pre-contruction 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 form 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.

LEGEND

- SEDIMENT CONTROL FENCE
- CONSTRUCTION ENTRANCE
- -SOCK FOR INLET

GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.
2. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 lbs.
3. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetable matter.
4. Hay bales shall be embedded in the soil a minimum of 4" and where possible 1/2 the height of the bale.
5. Hay bales shall be place in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground.
6. Hay bales shall be securely anchored in place with 3/8" dia. rebar or 2"x2" wood stakes driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together.

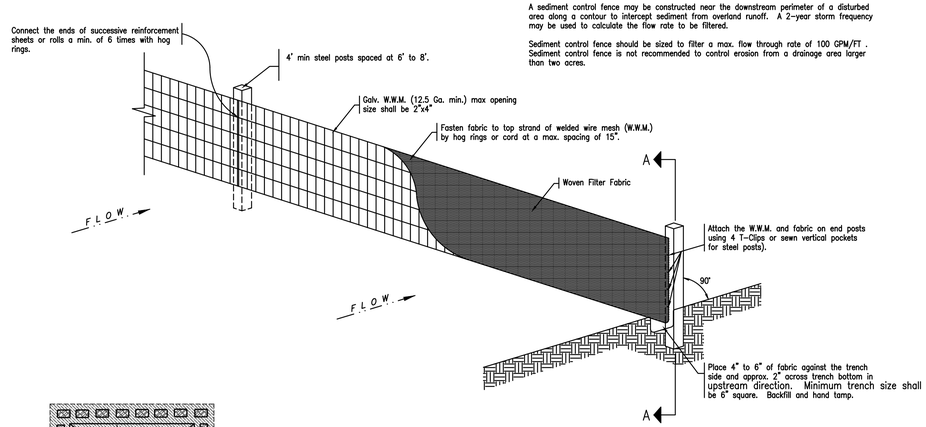
GENERAL NOTES :

1. The guidelines shown hereon are suggestions only and may be modified by the engineer.

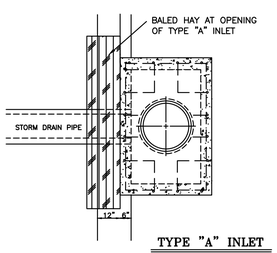
SEDIMENT CONTROL FENCE USAGE GUIDELINES

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.

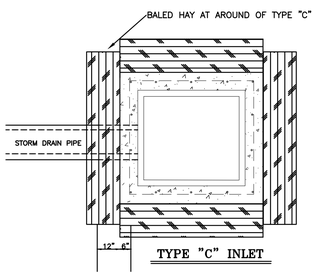
Sediment control fence should be sized to filter a max. flow through rate of 100 GPM/FT . Sediment control fence is not recommended to control erosion from a drainage area larger than two acres.



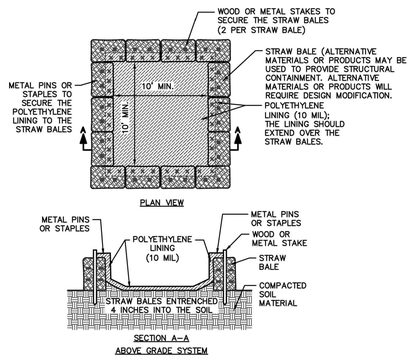
TEMPORARY SEDIMENT CONTROL FENCE

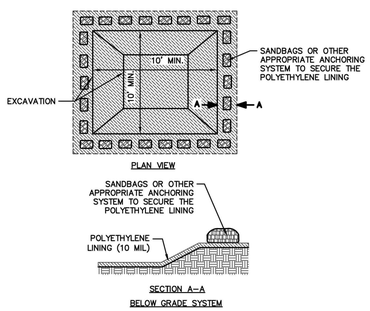


TYPE "A" INLET



TYPE "C" INLET





CONCRETE WASH OUT

JOB No. 18034.04

REVISION	DATE	BY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
145 E. HACKBERRY
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
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TBPELS No. 10096800
161 S. CYPRESS
ROSANGELES, TX 78582
PH: (956) 487-8256
FAX: (956) 464-8591
www.meldenhunt.com

ENG. TECH: EM
PROJECT ENG: M.A.R.
T-BOOK: , PG:
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: AS SHOWN

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER
CIVIL

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARIO A. REYNA, P.E. 117368

02-04-2019

ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE LAW

MIDWAY VILLAS APARTMENTS
WESLACO, TEXAS

EROSION AND SEDIMENT CONTROL PLAN

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File Name: XXXXXXXXXX

SHEET 8 OF 8

Standardized Agenda Request Form

Date of Meeting: March 5, 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.)	
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)**:**		
Aida Vega Joe Pedraza Mike Perez	Created/Initiated Approved New	
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

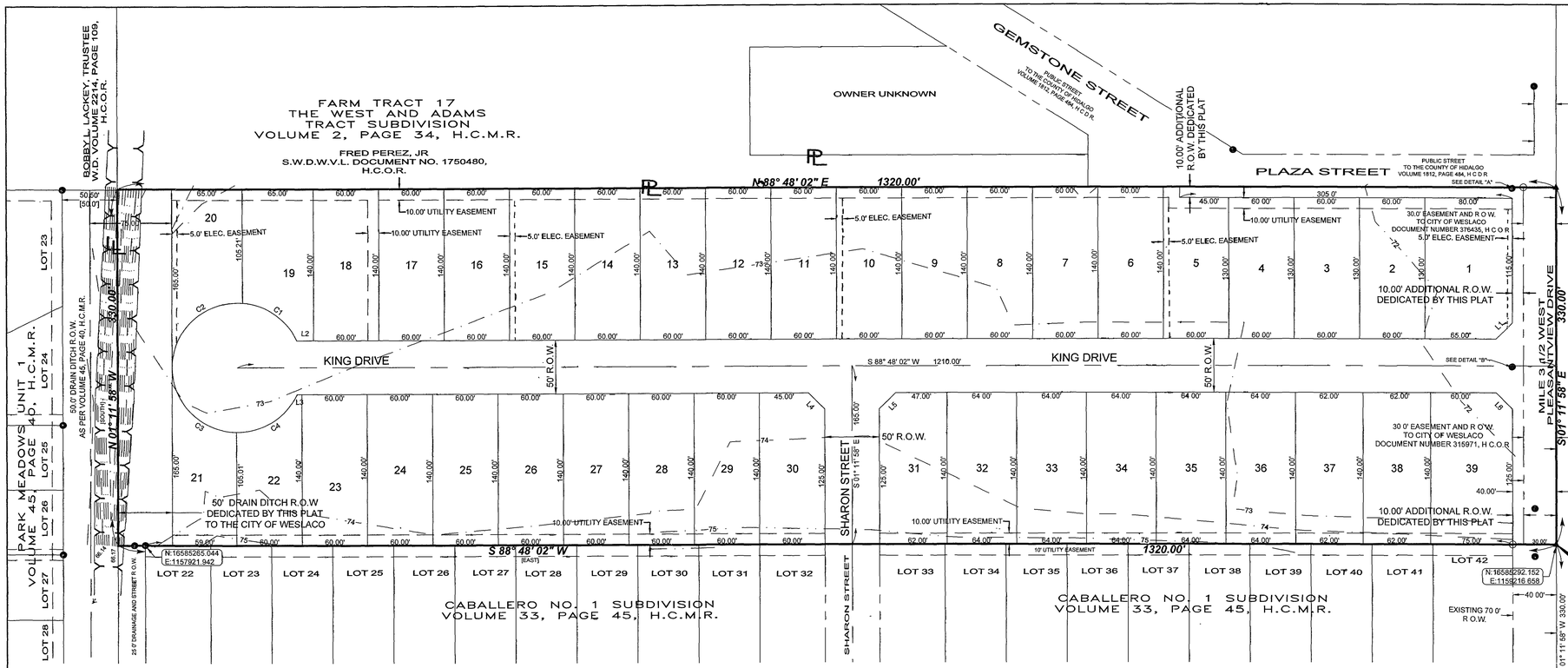
This instrument was acknowledged before me on this 14th day of February, 2019, by Fred Perez, Managing Member of King Estates Weslaco, LLC.

Notary Public, State of Texas

(Seal) JOSE SEGURA
Notary Public, State of Texas
Notary ID# 13120200-9
My Commission Expires 07-11-2021

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, MANAGING MEMBER
1200 E. MILE 9 N
DONNA, TX. 78537

6/16/18
DATE

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 DULLY 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 16th DAY OF June, 20 18

NOTARY PUBLIC IN THE STATE OF TEXAS.
MY COMMISSION EXPIRES:

MELISSA B. PEDRAZA
Notary Public, State of Texas
My Commission Expires 12-04-2019
ID # 12313785-9

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 16th DAY OF June, 20 18

MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 09/22/16
ENGINEERING JOB # 17122.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED PROFESSIONAL ENGINEER

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 6th DAY OF June, 20 18

FRED L. KURTH, PROFESSIONAL LAND SURVEYOR No.4750
STATE OF TEXAS

DATE SURVEYED: 07/10/17
T-1001, PG. 73
SURVEY JOB # 17669.08

STATE OF TEXAS REGISTERED
FRED L. KURTH
4750
PROFESSIONAL LAND SURVEYOR

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 8/16 20 18.

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

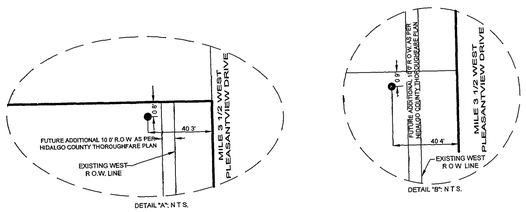
CITY CLERK — DATE 08/17/18

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

ON: 8-24-18 AT 2:13 AM/PM
INSTRUMENT NUMBER 2941224
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

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 10 000 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 10.000 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET (NORTHING: 16585292.152, 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 ½ 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 ½ 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 ½ WEST-PLEASANTVIEW DRIVE AND AT THE NORTHEAST CORNER OF LOT 42, OF SAID CABALLERO NO. 1 SUBDIVISION, AT A DISTANCE OF 1,295.00 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 1,280.00 FEET PASS THE HEREBY PROPOSED WEST RIGHT-OF-WAY LINE OF MILE 3 ½ WEST-PLEASANTVIEW DRIVE, AT A DISTANCE OF 1,300.00 FEET PASS THE EXISTING WEST RIGHT-OF-WAY LINE OF MILE 3 ½ 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 ½ WEST-PLEASANTVIEW DRIVE, A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 10.000 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
   THE AVERAGE LOT DEPTH SHALL BE USED TO DETERMINE THE DIMENSION USED WHEN CALCULATING THE 20% LOT DEPTH FOR IRREGULAR LOTS.
2. 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, 2000.
3. MINIMUM FINISH FLOOR NOTE:
   MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB LOCATED IN THE CENTER FRONT OF THE LOT.
4. BENCH MARK 1:
5. NO BUILDING IMPROVEMENTS SHALL BE PERMITTED ON OR WITHIN ANY EASEMENT IN THIS SUBDIVISION.
6. 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.
7. 5' SIDEWALK ALONG MILE 3 1/2 WEST (PLEASANTVIEW DRIVE) SHALL BE REQUIRED AT DEVELOPMENT STAGE
8. FOLLOW LANDSCAPE ORDINANCE AS PER CITY REQUIREMENTS.
9. FOLLOW STREET LIGHT ORDINANCE AS PER CITY REQUIREMENTS.
10. STORM WATER POLLUTION PREVENTION PLAN PRIOR TO BUILDING.
11. INTERIOR SIDEWALK WILL BE REQUIRED AT BUILDING PERMIT STAGE
12. NO ACCESS WILL BE ALLOWED ONTO PLAZA STREET OR GEM STONE STREET.
13. ALL INTERIOR LOT CORNERS ARE SET BY No. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT.
14. 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
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. - NORTHEAST CORNER
- 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
- LL - LOT LINE
- PL - 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"	S46° 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'	066° 20' 31"	N56° 35' 45"E	65 66'	39.22

Lot Area Table		
Lot #	SQ. FT.	Area
1	10,287.60	0.236
2	7,800.08	0.179
3	7,800.08	0.179
4	7,800.08	0.179
5	7,950 01	0.183
6	8,400.00	0.193
7	8,400.00	0.193
8	8,400.00	0.193
9	8,400.00	0.193
10	8,400.00	0.193
11	8,400.00	0.193
12	8,400.00	0.193
13	8,400.00	0.193
14	8,400.00	0.193
15	8,400.00	0.193
16	8,400.00	0.193
17	8,400.00	0.193
18	8,400.00	0.193
19	7,902.20	0.181
20	7,598.62	0.174

Lot Area Table		
Lot #	SQ. FT.	Area
21	6,968.26	0.160
22	6,992.55	0.161
23	8,400.00	0.193
24	8,400.00	0.193
25	8,400.00	0.193
26	8,400.01	0.193
27	8,400.01	0.193
28	8,400.01	0.193
29	8,400 01	0.193
30	8,287.63	0.190
31	8,567.51	0.197
32	8,960.02	0 206
33	8,960.02	0.206
34	8,960.02	0.206
35	8,960.02	0.206
36	8,960.02	0.206
37	8,680.02	0.199
38	8,680 02	0.199
39	10,387.64	0.238

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. JESSIN, P.E., C.F.M — 08/23/18
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 14th DAY OF August, 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

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
TBPLS No. 10096900

DRAWN BY: C.P DATE: 05-20-17
SURVEYED, CHECKED: _____ DATE _____

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2283	
From: Joe Pedraza		
Subject: Discussion and consideration to reduce the Clean Sweep events from twice a year to once a year and to increase the neighborhood sweeps to once a month. Possible action. (Staffed by Planning and Code Enforcement.)		
Background: During that last few clean sweep events staff has noted to steady decrease in the number of volunteers.		
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)**:**		
Rebekah De La Fuente Joe Pedraza Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any:		
Responsibilities upon Approval:		

Standardized Agenda Request Form

Date of Meeting: March 5, 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)**:**		
Aida Vega Benjamin Worsham Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: CDBG Work Plan, R2019-36 Urban County		
Responsibilities upon Approval:		

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. 6th St., Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 5 Beneficiary Type: People	**$5,000.00**

CDBG Waste Water Improvements
City of Weslaco
2/14/2019

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							
Engineering	Engineering/Surveying		%	10%	$ 25,493.00	Estimate
Material Testing	Material Testing		LS	$ 6,000.00 1	$ 6,000.00	Estimate
				TOTAL	$ 31,493.00	

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)

	Help the Homeless		Helps Persons with HIV/AIDS
	Help persons with Disabilities		Address Public Housing Needs
✓	Not Applicable		

Priority Need Category: (Check One)

	Rental Housing		Public Facility
	Owner Occupied Housing	✓	Infrastructure
	Economic Development		Public Service
	Plannign/Adminstration		Other

If Public Services: (Number of Beneficiaries)

	Youth	132	People (General)
	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 levereged?

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		Public Service (Sub-recipients)	
✓	City Map		Sub Recipient Agency Letter
✓	Flood Zone Map		Beneficiary Count
✓	Project Site Photos		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	BLOCK GROUPS (CIRCLE ALL THAT APPLY)					
227.01	(1)	2	3	4	5	6
	1	2	3	4	5	6
	1	2	3	4	5	6
	1	2	3	4	5	6
	1	2	3	4	5	6
	1	2	3	4	5	6
	1	2	3	4	5	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 OJECTIVE?

_____ **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 URGEN NEED NATIONAL OBJECTIVE?

_____ **YES** ____✓____ **NO**

****

ELIGIBILITY CERTIFICATION

MEETS ALL REQUIREMENTS OF A NATIONAL OBJECTIVE

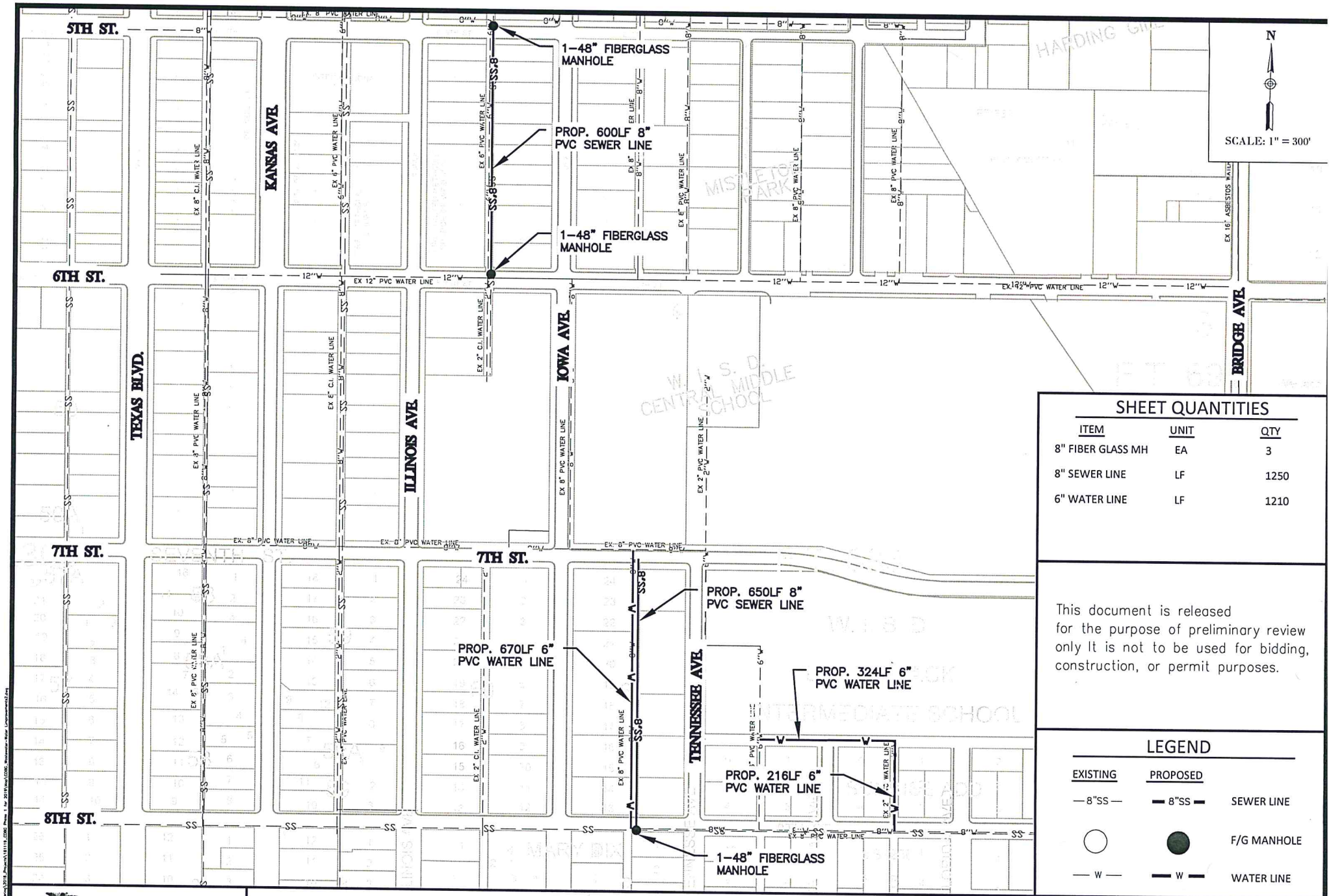
_____ _____

URBAN COUNTY PROGRAM COORDINATOR **DATE**

APPROVAL TO INCLUDE IN WORKPLAN

_____ _____

URBAN COUNTY PROGRAM DEPUTY DIRECTOR **DATE**



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—	SEWER LINE
○	●	F/G MANHOLE
— W —	— W —	WATER LINE

City of Weslaco

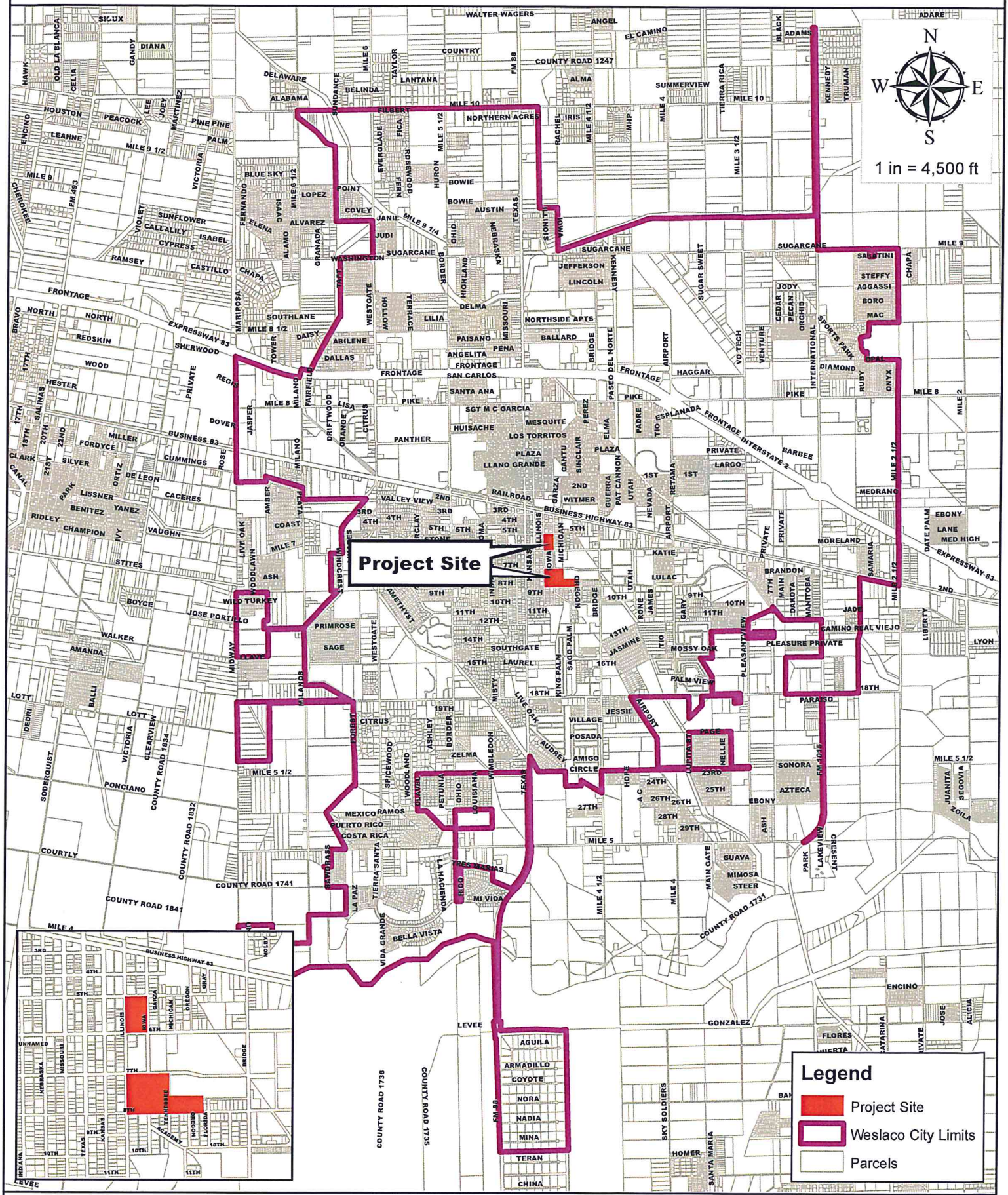
URBAN COUNTY CDBG
CITY OF WESLACO
WATER AND WASTEWATER LINE IMPROVEMENTS

CITY ON THE GROW — CITY OF WESLACO

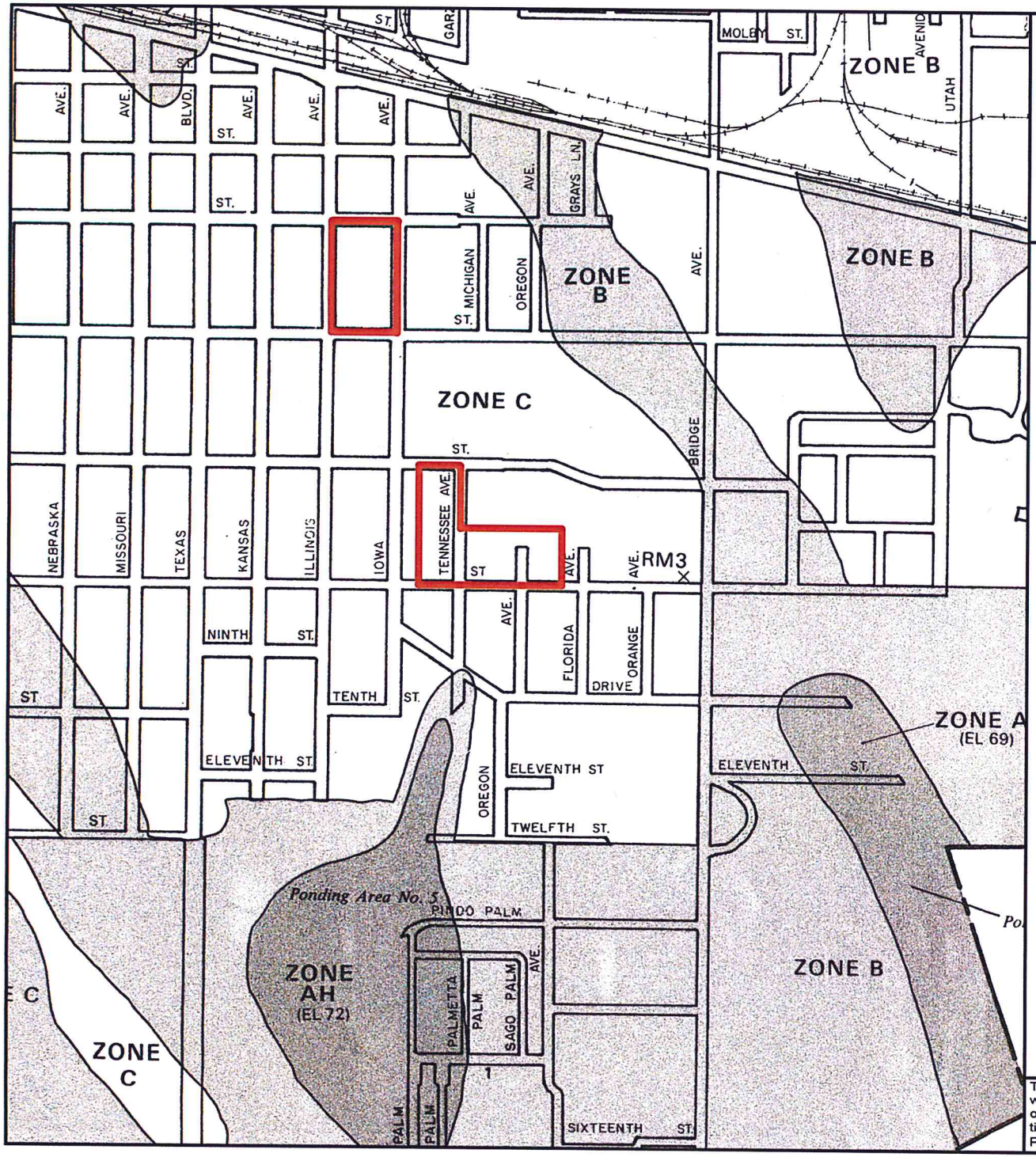
Planning & Code Enforcement

CITY OF WESLACO

Planning & Code Enforcement



CDBG 2019 SANITARY SEWER AND WATER IMPROVEMENTS



N

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

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

PROGRAM ACTIVITY	BUDGET
General Administration	$3,000.00
Water/Sewer Improvements	$287,584.00
Senior Services – Amigos del Valle	$5,000.00
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

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2305	
From:		
Subject: Discussion and consideration to authorize staff to solicit bids for drainage improvements for Merida and Austin Streets and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)		
Background:		
Funding Source (budget code, if applicable)**:**		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**		
Aida Vega Benjamin Worsham Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any:		
Responsibilities upon Approval:		

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2308
From:	
Subject: Discussion and consideration on Memorandum of Understanding between City of Weslaco and Weslaco Independent School District for design, management and construction standards for traffic improvements at Memorial Elementary and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)	
Background:	
Funding Source (budget code, if applicable)**:**	

Amount:	Term of Impact:	Identified in Current Budget:

Additional Action Prompted:	
If item previously considered, provide date and action by Commission:	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:	
Advisory Review, if any (name of board/committee, date of action, recommendation)**:**	
Aida Vega Benjamin Worsham Mike Perez	Created/Initiated Approved New
City Manager Comments: Approve.	
Staff Recommendation:	
Attachments, if any: MOU-WISD	
Responsibilities upon Approval:	

MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND RESPONSIBILITY BETWEEN CITY OF WESLACO AND WESLACO INDEPENDENT SCHOOL DISTRICT IN REGARD TO MEMORIAL ELEMENTARY, 1700 S. BORDER AVENUE WESLACO, TX 78596

This Memorandum of Understanding (MOU) is entered, by and between the City of Weslaco and Weslaco Independent School District to define the roles and responsibilities for the Memorial Elementary improvements at 1700 S. Border Avenue, Weslaco, TX.

WITNESSETH

WHEREAS, the City of Weslaco seeks to alleviate the congestion in the vicinity of Memorial Elementary, at 1700 S. Border Avenue; and

WHEREAS, The Weslaco Independent School District will contribute to improving the safety and efficiency of the vicinity of students, parents, and staff.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I. PURPOSE

City of Weslaco and Weslaco Independent School District agree to contribute to the driveway improvements of Memorial Elementary along W. 18th Street in Weslaco, TX

ARTICLE 2. TERM

This MOU shall be in effect upon signatures of all parties and terminated immediately by either party upon written notice to the other party.

ARTICLE 3. RESPONSIBILITIES OF THE CIY

CITY RESPONSIBILITY AND ROLE

City of Weslaco agrees to design, manage, and construct the improvements to alleviate traffic congestion in the vicinity.

The City of Weslaco will comply with the engineering design and construction standards associated with the improvement.

ARTICLE 4. RESPONSIBILITIES OF Weslaco Independent School District

WESLACO INDEPENDENT SCHOOL DISTRICT RESPONSIBILITY AND ROLE

Weslaco Independent School District agrees to contribute the funds to purchase materials in entirety for the driveway and related improvements.

ARTICLE 5. GOVERNING LAW

The laws of the State of Texas shall govern this MOU and all obligations hereunder of the parties are performable in Weslaco, Texas. Venue for any legal proceeding is Hidalgo County, Texas.

ARTICLE 6. NON-ASSIGNMENT

This MOU shall be binding upon and to the benefit of the parties hereto and their respective legal representatives' successors and assigns. Neither City of Weslaco nor Weslaco Independent School District shall assign any duty of this MOU, excepting those already identified herein, without written consent of the other.

ARTICLE 7. 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 8. 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 9. ENTIRETY OF MOU

DRAFT

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 EITHER PARTY 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 WESLACO AND WESLACO INDEPENDENT SCHOOL DISTRICT.

ARTICLE 13. EFFECTIVE DATE

The effective date of this MOU is _____, 2019.

CITY OF WESLASCO

_____
David Suarez, Mayor

Weslaco Independent School District

_____
_____

ATTEST:

_____
City Secretary

APPROVED AS TO FORM:

_____
Juan E. Gonzalez, City Attorney

DRAFT

DRAFT

Standardized Agenda Request Form

Date of Meeting: March 5, 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)**:**		

Aida Vega	Created/Initiated
Antonio Lopez	Approved
Sonia Flores	Approved
Mike Perez	New

City Manager Comments: Approve.
Staff Recommendation:
Attachments, if any: 2019 Spring Break WFD AmBus breakdown, MOU SPI
Responsibilities upon Approval:

2/13/2019

WESLACO FIRE DEPARTMENT

		EIN	NAME	OT RATE	FICA TAX 6.20%	MED TAX 1.45%	WORK COMP 3.55%
	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
A - SHIFT	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
	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
B - SHIFT	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
	1	1152	OCTAVIO QUIROZ	26.84	1.66	0.39	0.95
	2	1883	RICARDO REYES	23.19	1.44	0.34	0.82
C - SHIFT	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

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

Standardized Agenda Request Form

Date of Meeting: March 5, 2019	**Agenda Item No.** (to be assigned by CSO)**:** 2019-2261	
From:		
Subject: Discussion and consideration on updated 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 Olga Garza Pete Garcia Mike Perez	Created/Initiated Approved Approved New	
City Manager Comments: Approve updated list.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: FY 17-18 STREET IMPROV. PROPOSED PROJECTS - Current Budget Info		
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	Actual Cost
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	$ 23,608.01
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	$ 9,742.73
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	$ 13,682.07
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**	1/24/2019	**$ 13.715.24**
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	**$ 12.963.11**
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**	2/22/2019	**$ 31.425.37**
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**	2/22/2019	**$ 45.534.36**
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	**$ 11,874.01**
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	**$ 25,005.83**
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*

****Currently working on project*

Completed FY 2017 / 2018

GRAND TOTAL:	**$ 760,816.10**
AMENDED BUDGET	**$ 250,000.00**
YTD Expenses	$ 105,663.67
Reimbursable Expenses (WISD)	$ 80,887.76
Current Budget	**$ 225,224.09**
Projects recently completed	**$ 140,517.92**
Remaining Funds	**$ 84,706.17**

Standardized Agenda Request Form

Date of Meeting: March 5, 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 Sonia Flores Mike Perez	Created/Initiated Approved New
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:	

#2018-12-18

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)CITYO F 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 HH 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

February
2019 Destination Marketing Report

February Advertising

- General Advertising:
  - ✓ Compass Publishing - $50 – ad on RGV map
- Mexico Advertising:
  - ✓ deShopping – Dec, Jan and Feb - $1500
- Winter Texan Advertising
  - ✓ Booth at 2020 Welcome Home RGV Winter Texan Expo (promo) - $450
- Texas Domestic:
  - ✓ Ongoing billboard advertising on I-2 / Expressway 83 (both directions) - $2,300

Total: $4,300

VISITATION Registrations

Visitors	**In-State/Out of State**
February	27/331

Business Visitor Events Center & Meetings	**Attendance**
17 events/meetings	592

Our Winter Texan Coffee Bar is open for the season until the end of March. Winter Texan visitation is strong. We had a large group of 20 Winter Texans schedule a viewing of our Sugar Cane and South Texas Ranch films.

EDC WESLACO

THE ECONOMIC DEVELOPMENT CORPORATION OF WESLACO

Whether you are launching, expanding or relocation a business, it makes sense to choose Weslaco – it is the Business Center of the Rio Grande Valley!

February 26, 2019

Alfresco Weslaco
Alfresco Music & Arts Festival was held on February 21st. There were over 70 vendors; food, art and crafts. Weslaco Jazz Band played during intermission. The band was "By the Way" on the main stage where music was "today's hits". Alfresco Festival was displaying 10+ performance cars. Payne Automotive is a Title Sponsor for Alfresco.

Participated in Jason's Deli Ribbon Cutting
The EDC staff participated in Jason's Deli "soft opening" and ribbon cutting on February 7th. The franchise owners were in attendance and many VIP. The food was excellent!

Construction of Projects in Weslaco

- Valley Baptist Medical Center, Weslaco Micro Hospital
- The 12,000 sq. ft. shopping center on the frontage road
- Frost Bank, on Westgate
- Hampton Inn
- Kapil's Airport Hangar
- CIL Cold Shipping, 82,000 sq. ft. warehouse at the Mid Valley Industrial Park

Weslaco 100 & Façade Grants
Staff completed two projects for the Downtown area: Ortegon Insurance Agency; Margo Sunderland's building on 315 W. Business 83.

Summary of Leads List
Staff is working a total of 58 leads and responded to a lead from Mexico.

2016/2017 TOTAL WINS	14 WINS	JOBS: 296	CAPITAL INVEST. $15,302,638
2017/2018 TOTAL WINS	23 WINS	JOBS: 266	CAPITAL INVEST. $31,083,199

275 S. Kansas, Suite #A • Weslaco, Texas • 78596
(956) 969-0838 • (956) 969-8611 Fax
www.weslacoedc.com

WESLACO MUSEUM
OF LOCAL HISTORY AND CULTURAL ART

Executive Director Report for February 2019

Sheila Shidler is the new Executive Director of the Weslaco Museum as of January 12, 2019.

PROGRAMS AND EXHIBITS

282 visitors were logged in for the month of January.

211 visitors for were logged for February

Ms. Dorothy Lund-Nelson presented "The Orphan Train Riders" on February 5th and 7th, at 10:30 a.m. and 1:30 p.m. All of these sessions were well attended with 244 people attending. Ms. Lund-Nelson was compensated $300 for her services.

Mr. Joe Vidales presented the "History of Weslaco" on February 2 and Mr. Wade Marcum presented "Rangers, Bandits and Indians – How Firearms Shaped the Texas Frontier." On February 9. Both of these were well attended.

Effects from the Time Capsule are on display in the Theater area for a permanent display until the end of the year. The Centennial Committee has expressed desire for some of the articles to be placed in the new Time Capsule that will be interred in December.

The Quilt Exhibit is in the Exhibit Hall through the month. On February 29 the WEHS NAHS will set up their art exhibit in the Exhibit Hall. Their exhibit will remain until March 29.

A PURPLE HEART RECEPTION took place in the museum on February 19, 6:00-8:00 p.m. The host is the Weslaco Centennial Committee. 30 Veterans, which 12 are Purple Heart recipients, 8 Gold Star families and 56 guests were signed in.

BUIDLING

Mr. Ruben Rodriguez was here on Wednesday, February 13th to give us a quote on the electrical work for the wall in the Veteran's section. He was also asked to give us quote on the lights in the kitchen/workroom. We are waiting on the quote. While talking with the downtown merchants on the fund raiser, I found some slatwall in the Antiques and More building. Mr. JJ Villarreal told me that he would sell us 2 pieces at 50% of the cost from display store which is $46.00 each. We need a total of 14 pieces to complete the project.

FUND RAISERS

The POT OF GOLD – A Weslaco Scavenger Hunt will begin on March 1st with 16 days to complete. On March 16th all participants will bring their list of "finds" to the museum to determine the winner.

GIFT SHOP

New bags have been ordered at the cost of $2.19 each after set-up fees and shipping. We will sell these at $4.00 each. 5 different candies have been ordered to put in the Gift Shop area. These should arrive by the end of the month.

VOLUNTEERS

Three new volunteers have been added: Ms. Eureka (Ricky) Kustic, Ms. Betty Farrell and Ms. Kathryn Ratliff. Ricky and Betty are here on Fridays and Kathryn will begin on March 7th.

CALENDAR OF EVENTS

Upcoming Events

March 7	Reception for WEHS NAHS art exhibit. 6:00-8:00 p.m.
March 8	Rudy Silva Elementary 3rd graders to tour Weslaco Museum, Joe Sanchez Public Library and Weslaco Fire Station. Mr. Joe Vidales will take groups of 25-30 through the museum. Staff and volunteers will work with 25-30 students to do a craft project (book marks). Each group will have approx.. 30 minutes.
March 9	Mr. Rene Ballesteros will present "Frontier Times: From Bandera to the RGV".
March 29	WEHS art exhibit will be picked up and IDEA Schools will bring their exhibit. Their reception will take place on April 4.
March 30	Ms. Patti Dittburner will present on "Villa de Cortez: a Historic Renovation"