

**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, AUGUST 15, 2017**

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, August 15, 2017 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 with Oath of Office for Associate Municipal Court Judge.
- 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. REPORTS

- A. Presentation by County Commissioner Precinct 1 David Fuentes on Mile 10 North Road Improvements.

IV. PUBLIC HEARING

- A. To solicit input from the public regarding the City of Weslaco ad valorem property tax rate, proposed the same as last year's rate of \$0.6667/\$100.00 valuation, pursuant to Texas Tax Code Section 26.05(d). Attachment
- B. To solicit input from the public on proposed changes to the 2040 Zoning Map.

V. 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) Minutes of Regular Meeting on August 1, 2017;
 - 2) Record of collective bargaining workshop August 9, 2017;
 - 3) Record of budget workshop August 9, 2017; and
 - 4) Record of budget workshop August 10, 2017 (Staffed by City Secretary's Office.)
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2017-35 amending Ordinance 2016-36, The Master Fee Schedule, to revise existing fees and reclassifying specific line items and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-35 was held on August 1, 2017; Staffed by Planning & Code Enforcement Department.) Attachment
 - 2) Ordinance 2017-36 amending Ordinance 2017-17, the City of Weslaco Electrical Code Ordinance; codified as Article 1 Chapter 42 of the Weslaco Code of Ordinances, adopting new regulations and ordaining other matter with respect to the subject matter hereof and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-36 was held on August 1, 2017; Staffed by Planning & Code Enforcement Department.) Attachment
- C. Approval on renewal of the America Reads and Federal Work-Study Community Service agreements with UTRGV to allow for employment of work-study students and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment

- D. Approval of the relocation of the radio repeater and antenna from DPS Harlingen to new location in Bluetown for the use of the National Weather Service and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.) Attachment
- E. Approval of the renewal of a lease agreement with IDEA Pike Schools for the use of Mayor Pablo G. Pena Park Tennis Courts for the 2017-2018 school year, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Attachment
- F. Approval of a request by Valley Nature Center to utilize Gibson Park on November 11, 2017 from 12 noon - 10 p.m. for Brew in the Woods, 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.) Attachment
- G. Approval authorizing the Weslaco Police Department to continue participating in the Texas LESO Program (Formerly 1033 Program) and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- H. Approval of Resolution 2017-58 on the submission of an application grant to the Office of the Governor Criminal Justice Division from the Weslaco Police Department for Rifle-Resistant Body Armor Grant Program and authorize the Mayor to execute any related documents. (Staffed by the Police Department.) Attachment
- I. Approval of the renewal of a Professional Services Agreement with City of La Villa for animal care services for the 2017-2018 , and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.) Attachment
- J. Approval of the renewal of a Professional Services Agreement with City of Mercedes for animal care services for the 2017-2018, and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.) Attachment
- K. Approval of the renewal of a Professional Services Agreement with City of Elsa for animal care services for the 2017-2018, and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.) Attachment
- L. Approval of the renewal of a Professional Services Agreement with City of Edcouch for animal care services for the 2017-2018, and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.) Attachment

- M. Approval of the renewal of a Professional Services Agreement with City of Donna for animal care services for the 2017-2018 , and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.) Attachment
- N. Approval of the annual renewal of a general service contract with Carahsoft for Accela software subscription services in an amount not to exceed \$31,998.00 and authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement Department.) Attachment

VI. APPOINTMENTS

- A. Discussion and consideration on Resolutions 2017-56 and 2017-57 appointing two board members to expired terms on the Parks and Recreation Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks Department.) Attachment
- B. Discussion and consideration to approve Resolution 2017-59 appointing the Mayor and one additional member from the City Commission to the Hidalgo County Foreign Trade Zone and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment

VII. OLD BUSINESS

- A. Discussion and consideration of playscape at Pecan Grove Park and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on August 1, 2017; Staffed by Parks and Recreation Department.) Attachment
- B. Discussion and consideration to approve expanded hours for the Early Voting Election period, 7:00 a.m. - 7:00 p.m., at a cost-share estimated at \$6,000.00. Possible action. (This item was tabled on August 1, 2017; Staffed by City Secretary's Office.) Attachment
- C. Discussion and consideration to approve an amended Election Order toward an election of Commissioner District 2 and Commissioner District 3 during the General Election on November 7, 2017 reflecting expanded Early Voting Hours pursuant to Texas Election Code Chapter 271 and authorize the Mayor and Commissioners to execute any related documents. Possible action. (Election Order approved August 1, 2017; Staffed by City Secretary's Office.) Attachment

VIII. NEW BUSINESS

- A. Discussion and consideration to accept changes on the 2040 Zoning Map. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration of the Final Plat for Midway Mobile Subdivision, a 25.263-acre tract of land being all of Farm Tract 643, West and Adams Tracts Subdivision, Hidalgo County, Texas. Located on Midway Road and Mile 6 ½ North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- C. Discussion and consideration of the Final Plat for Fuentes Legacy Subdivision, a 2.00-acre tract of land out of the West 25.78 acres of Farm Tract 1063, West and Adams Tract Subdivision, Hidalgo County, Texas. Located on the ETJ on the east side of Black Street, 1,040 feet North of Adams Street and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- D. Discussion and consideration to approve Final Plat of the Re-plat of Reyna Office Park, Unit 1 Subdivision, a 3.89-acre tract of land out of Lot 1, Reyna Office Park Unit 1 Subdivision, Hidalgo County, Texas, as per map recorded in volume 31, page 73B, map records of Hidalgo County, Texas, located Northeast Corner of intersection of Border Rd. and IH-2 Frontage Rd and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- E. Discussion and consideration of the Final Plat for the Weslaco North Fire Station Subdivision, a 48.682-acre tract of land out of Farm Tract 98 and 114, West Tract Subdivision, Hidalgo County, Texas. Located on approximately 375 feet east of FM 88 on Mile 11 North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment
- F. Discussion and consideration of additional work and a change order granting a time extension within the Library Roof Repair Project. Possible action. (Staffed by the Library Department.) Attachment
- G. Discussion and consideration to approve the Depository Services Contract with the most advantageous bidder for three (3) year contract beginning October 1, 2017 and ending September 30, 2020 with an option to renew the contract for two (2) years as authorized by Section 105.017 of the Local Government Code, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance

Department.) Attachment

- H. Discussion and consideration to approve 2017-2018 Interlocal Agreement with County of Hidalgo for the implementation of the Community Development Block Grant (CDBG) under Grant No. B-17-UC-48-0501 setting the City's allotment at \$276,051.00 for activities to be carried out in the City's jurisdiction, and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.) Attachment
- I. Discussion and consideration to unseal the sole bid received for RFB No. 2016-17-26. and possibly award bid to the sole bidder, Mr. Victor's LTD Co., for the purchase of two Recycling Trailers in a total amount not to exceed \$30,000.00. Possible action. (Staffed by Public Works.)
- J. Discussion and consideration to approve the Certificate of Formation and Bylaws to the Hidalgo County Foreign Trade Zone and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) Attachment
- K. Discussion and consideration to adopt a policy for the Tower (El Tinaco) Light Annual Schedule and Tower Light Request Guidelines, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment
- L. Discussion and consideration to negotiate and enter into agreement with Roger Garza, Valley Risk Consulting, for Professional Consulting Services related to insurance coverage's for the City and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.) Attachment
- M. Discussion and consideration to select a name for the City of Weslaco 311 app, a mobile citizen service request application. Possible action. (Staffed by IT Department.) Attachment
- N. Discussion and consideration to approve Resolution 2017-55 opposing the Border Wall at Santa Ana National Wildlife Refuge. Possible action. (Staffed by City Manager's Office.) Attachment

IX. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

the closed meeting is not being made.

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by §551.074 of the Texas Government Code.
- B. Pending Litigation - Consultation with City Attorney regarding *City of Weslaco v. Briones Consulting and Engineering* as authorized by §551.071 of the Texas Government Code.
- C. 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.
- D. Personnel - Discussion regarding the investigation by the Department of Justice into an Americans with Disabilities Act complaint against the Police Department as authorized by §551.074 of the Texas Government Code.
- E. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.
- F. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project Memphis as authorized by §551.087 of the Texas 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 11th day of August, 2017 at 4:50 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/ Elizabeth M. Walker, 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/Agendas.html>. Archived video of some meetings are also available.

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1115	
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 with Oath of Office for Associate Municipal Court Judge. 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 Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Father Carlos Zuniga, St. Pius X Catholic 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			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Gerardo "Jerry" Tafolla, Mayor Pro-Tem, District 4
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Olga M. Noriega, Commissioner, District 3
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: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1134	
From:			
Subject: To solicit input from the public regarding the City of Weslaco ad valorem property tax rate, proposed the same as last year's rate of \$0.6667/\$100.00 valuation, pursuant to Texas Tax Code Section 26.05(d).			
Background: At the August 1st meeting, the effective and rollback tax rates were presented. The state statutes require that if our proposed tax rate exceeds the lower of the effective or rollback rates, we must conduct two public hearings on the tax "increase". The reason is that even though our proposed rate is equal to the current rate, it will increase the amount of taxes in our 2017-2018 levy, due to increases in property values from last year.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice published in Advance News Journal on August 9th.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Mary Barrera		Created/Initiated	
Mary Barrera		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Convene Public Hearing and take comments, if any. Announce that the vote on the tax rate will take place on September 5th, with a second reading of the ordinance on September 19th.			
Attachments, if any: Notice of Public Hearing			
Responsibilities upon Approval:			

NOTICE OF 2017 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF WESLACO

A tax rate of \$0.6667 per \$100 valuation has been proposed for adoption by the governing body of City of Weslaco. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Weslaco proposes to use revenue attributable to the tax rate increase for the purpose of funding increases in medical insurance expenses, purchase of equipment, increases in personnel, as well as other increased expenses related to the growth of the community.

PROPOSED TAX RATE	\$0.6667 per \$100
PRECEDING YEAR'S TAX RATE	\$0.6667 per \$100
EFFECTIVE TAX RATE	\$0.6574 per \$100
ROLLBACK TAX RATE	\$0.7669 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Weslaco from the same properties in both the 2016 tax year and the 2017 tax year.

The rollback tax rate is the highest tax rate that City of Weslaco may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Pablo (Paul) Villarreal Jr.
City of Weslaco Tax Assessor-Collector
2804 S Business Hwy 281
Edinburg TX 78539
(956) 318-2157
propertytax@hidalgocountytax.org
<http://www.hidalgocountytax.org>

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 15, 2017 at 5:30 PM at Weslaco City Commission Legislative Chambers, 255 S. Kansas Ave., Weslaco, TX 78596.

Second Hearing: August 22, 2017 at 5:30 PM at Weslaco City Commission Legislative Chambers, 255 S. Kansas Ave., Weslaco, TX 78596.



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1169	
From: Mardoqueo Hinojosa			
Subject: To solicit input from the public on proposed changes to the 2040 Zoning Map.			
Background: Changes have been requested by City Commission along two corridors. Pike Boulevard was requested to incorporate for B-1 Neighborhood Business District along areas that are currently identified for residential use. In addition, a gap on 18th Street, east of Bridge Avenue was requested for a B-1 use.			
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): Planning and Zoning Commission recommended that 300 f.t measured to the nearest lot located on the North and South side of Pike Blvd between Airport Drive and Milanos Road be identified as future commercial corridors; the entire tracts located to the North and South side of Pike Blvd from Milanos Road to Midway Road be identified as future commercial and the lots abutting the North and South side of East 18th Street from Rose Avenue to Texas Blvd also be identified for future commercial.			
Elizabeth Walker Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments:			
Staff Recommendation: Staff recommends approval			
Attachments, if any:			
Responsibilities upon Approval: Staff will revise the 2040 Zoning Map			



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1120	
From:			
Subject: Approval of the following: 1) Minutes of Regular Meeting on August 1, 2017; 2) Record of collective bargaining workshop August 9, 2017; 3) Record of budget workshop August 9, 2017; and 4) Record of budget workshop August 10, 2017 (Staffed by City Secretary's Office.)			
Background: Record of commission action for the regular meeting of August 1; collective bargaining workshop August 9, and budget workshop meetings of August 9, and August 10, 2017.			
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 Elizabeth Walker Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approve			
Attachments, if any: Minutes 080117, Record - CBA 080917, Record - Budget Workshop 080917, Record - Budget Workshop 081017			
Responsibilities upon Approval: Execute and retain.			



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, AUGUST 1, 2017**

On Tuesday, August 1, 2017, at 5:35 PM 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 members present:

Mayor	David Suarez
Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Leo Muñoz
Commissioner	Olga Noriega
Commissioner	Letty Lopez
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Secretary	Elizabeth Walker
City Attorney	Juan E. Gonzalez

Also present: Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Jose Pena, Information Technology Director; Pete Garcia, Public Works Director; Tony Lopez, Fire Chief; Gerry Oliva; Police Captain; Mardoqueo Hinojosa, Planning and Code Enforcement Director and City Engineer; David Arce, Parks and Recreation Director; Arnold Becho, Library 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, July 28, 2017.

B. Invocation.

Pastor Steven Wagenknecht, Abiding Savior Lutheran Church, led in the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

None presented.

E. Roll Call.

Elizabeth Walker, City Secretary, called the roll, noting the absence of Commissioner Kerr and the arrival of Commissioner Noriega at 5:38 p.m.; a quorum was present.

II. PUBLIC COMMENTS

Edward Mejia proposed keeping early voting hours as is, stating it could be more cost effective.

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:

- 1) Regular Meeting on July 18, 2017;
- 2) Record of workshop on July 19, 2017; and
- 3) Special Meeting on July 25, 2017; and
- 4) Record of workshop on July 26, 2017. (Staffed by City Secretary's Office.)

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

- 1) Ordinance 2017-33 rezoning 1801 South Bridge also being Lot 16, Block 5, Kathleen Park Subdivision, Weslaco, Hidalgo County, Texas from R-2 Duplex and Apartments District to B-1 Neighborhood Business District and authorize the Mayor to execute any related documents (First reading of Ordinance 2017-33 was held July 18, 2017; staffed by Planning and Code Enforcement). Mayor Suarez
- 2) Ordinance 2017-34 amending Ordinance No. 2014-02 to provide for the disannexation of all or part of Farm Tracts 1057, 1058, 1059 and Irrigation District No. 9 (HCCID #9) out of Tract 116 of the West and Adams Tract Subdivision and authorize Mayor to execute any related documents (First reading of Ordinance 2017-34 was held July 18, 2017; staffed by Planning and Code Enforcement.) Mayor Suarez

C. Approval of the Lease Agreement with the Weslaco Youth Football League for the use of Isaac Rodriguez multi-purpose fields and Harlon Block Sports Complex practice area, for a term of 4 months (September 1, 2017-December 31, 2017) and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.) Mayor Suarez

D. Approval of an expenditure of \$3,000.00 of the Marion Booth Endowment for DVDs, audiobooks, and furniture improvements within the Mayor Joe V. Sanchez Public Library. (Staffed by the Library Department.) Mayor Suarez

E. Approval of the request by the Economic Development Corporation of Weslaco to close City Hall Parking lot on Thursday, August 24, 2017 between the hours 1:00 PM and 10:00 PM for Alfresco Weslaco Music & Art on the Street "Back to School", authorizing the sale of wine and beer by a TABC vendor; waiving fees and ordinances for the event; approving assistance from Public Facilities, Public Works, Police, Fire and EMS and authorize the Mayor to execute any related documents. (Requested by Weslaco EDC.) Mayor Suarez

F. Approval of an Interlocal Agreement between Region 8 Education Service Center and the City of Weslaco for the purpose of purchasing services when needed through their program known as The Interlocal Purchasing System (TIPS) Program. (Staffed by IT Department.)

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to approve consent agenda items A, B, D, E and F withholding consent agenda item C as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Pro-Tem Tafolla and Commissioner Pedraza voiced concerns with better clean up upon usage of the park and financial reporting of funds. The City Attorney stated the proposed lease agreement could be modified in paragraphs nine and eleven to address concerns. David Arce stated approval tonight would allow registration to begin with the first game to be end of September.

Mayor Pro-Tem Tafolla, seconded by Commissioner Pedraza, moved to approve consent agenda item C contingent to modifications to lease agreement that the League is responsible for cleaning-up after use and providing detailed financial reports prepared by an accountant. The motion carried unanimously; Mayor Suarez was present and voting.

For the record, following are the ordinances:

ORDINANCE NO. 2017-33

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1801 SOUTH BRIDGE ALSO BEING LOT 16, BLOCK 5, KATHLEEN PARK SUBDIVISION, WESLACO, HIDALGO COUNTY, TEXAS, R-2 DUPLEX AND APARTMENTS DISTRICT TO B-1 NEIGHBORHOOD BUSINESS DISTRICT.

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

SECTION I: R-2 Duplex and Apartments District to B-1 Neighborhood Business District being Lot 16, Block 5, Kathleen Park Subdivision, also being 1801 South Bridge, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of July, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of August, 2017.

ORDINANCE NO. 2017- 34

AN ORDINANCE AMENDING ORDINANCE NO. 2014-02 TO PROVIDE FOR THE DISANNEXATION OF CERTAIN UNIMPROVED AREA FROM THE TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, AND ORDAIN OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I: Section 1 of Ordinance No. 2014-02 is hereby amended to delete Section 2 of Ordinance No. 2014-02 are hereby delete the following territory being annexed by Ordinance No. 2014-02:

A TRACT OF LAND CONTAINING 201.39 AC SITUATED IN THE CITY OF WESLACO IN THE COUNTY OF HIDALGO, TEXAS, BEING ALL OR PART OF FARM TRACT 1057, 1058, 1059 AND HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT NO. 9 (HCCID #9) OUT OF TRACT 116 OF THE WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, ACCORDING TO THE PLAT RECORDED AT THE HIDALGO COUNTY MAP RECORDS.

SECTION II: This Ordinance becomes effective on the Second and Final Reading

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of July, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 1st day of August, 2017.

CITY OF WESLACO
/s/David Suarez, **MAYOR**

ATTEST:
/s/Elizabeth M. Walker, **CITY SECRETARY**

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

IV. OLD BUSINESS

A. Discussion and consideration to approve the Final Plat for The Jungle Subdivision being a 10.0 acre tract out of Farm Tract 658 West & Adams Tract Subdivision located on the north side of Mile 6 N. Road, approximately 600' west of Westgate Drive and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on July 25, 2017; staffed by Planning and Code Enforcement.)

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to remove the item from the table. The motion carried unanimously; Mayor Suarez was present and voting.

Mardoqueo Hinojosa, City Engineer/Director of Code Enforcement and Planning, stated this was a three lot subdivision within City limits; it is serviced by Military Highway Water Supply and city sewer. Owner is requesting a variance for a looped waterline and a variance to reduce the width of the access road from 20-feet to 16-feet. The Planning and Zoning Commission and staff recommend approval of the final plat with denial of the variances.

The City Manager, however, recommends approval with notation on the plat any final clearance for Lot 3 is reserved until there is fully paved street access; meanwhile, clearance for emergency vehicle access must be maintained. Alfonso Quintanilla, Engineer, stated there will be paved access for lot one and two to access the fire hydrant and owner in agreement with notation on plat.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to approve Final Plat for The Jungle Subdivision, granting variances contingent to notation on the plat for Lot 3. The motion carried unanimously; Mayor Suarez was present and voting.

V. NEW BUSINESS

A. Discussion and consideration to accept the calculation of effective and rollback tax rates for the 2017 tax year by Hidalgo County Tax Assessor-Collector Pablo "Paul" Villarreal. Possible action. (Staffed by Finance Department.)

Pablo Villarreal, Hidalgo County Tax Assessor-Collector, presented the effective tax rate of \$0.6574 and rollback tax rate of \$0.7669 for 2017. Last year's tax rate was \$0.6667. The City Manager stated the proposed budget was calculated using last year's tax rate and announce the two public hearings August 15 and August 22 with a special meeting.

In response to Commissioner Muñoz, the effective tax rate will bring in the same revenue as last year as a result of higher appraisals. In response to Commissioner Pedraza, those over age 65 have an exemption but must fill out a one-time request. Mayor Suarez stated until a tax rate is adopted, it could be lower. The City Manager stated initial report from the appraisal district was 9% increase then revised to 3%.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to accept the calculation of effective and rollback tax rates for the 2017 tax year as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve Resolution 2017-54 proposing an ad valorem tax rate and setting dates on which the Commission will hold public hearings, and a date to adopt the 2017-2018 ad valorem tax rate. Roll Call Vote. Possible action. (Staffed by Finance Department.)

Mary Barrera stated the proposed budget was calculated with the same tax rate of \$0.6667; any time the proposed rate exceeds the rollback or effective tax rate, public hearings would be needed. Staff recommends approval with public hearings August 15 and 22 at 5:30 p.m.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve Resolution 2017-54 as presented. By roll call vote, the motion carried unanimously; the Mayor was present and voting

For the record, the following is the resolution:

RESOLUTION NO. 2017-54

RESOLUTION OF THE CITY OF WESLACO, TEXAS PROPOSING AN
AD VALOREM TAX RATE; SETTING A DATE ON WHICH THE
COMMISSION WILL ADOPT THE 2017-2018 AD VALOREM TAX RATE
AND SETTING DATES FOR PUBLIC HEARINGS, IF NECESSARY.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO:

- 1) The maximum proposed ad valorem tax rate that the Commission will consider for Fiscal Year 2017-2018 is 66.67 cents per \$100 taxable value; and
- 2) If the calculation of the effective and rollback tax rates results in a rate that is lower than the proposed rate, the City Commission will consider the proposed rate at two public hearings as follows: First Public Hearing – August 15th, 2017; and Second Public Hearing – August 22nd, 2017; and
- 3) The City Commission will adopt the Fiscal Year 2017-2018 ad valorem tax rate at 5:30 p.m. on September 5, 2017, at the Weslaco City Commission Legislative Chambers, 255 S. Kansas Avenue, Weslaco, Texas.

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

PASSED AND APPROVED on this 1st day of August, 2017.

CITY OF WESLACO
/s/David Suarez, MAYOR

ATTEST:
/s/Elizabeth M. Walker, CITY SECRETARY

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

C. Discussion and consideration to approve Ordinance 2017-35 amending Ordinance 2016-36, The Master Fee Schedule, to revise existing fees and reclassifying specific line items and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-35. Possible action. (Staffed by Planning & Code Enforcement Department.)

Mardoqueo Hinojosa stated HB 3329 provides electrical fees will be obtained for an electrical building permit, rather than electrical permit as stated; the fee remains the same. Staff recommends approval revising the Master Fee Schedule to comply with HB 3329.

Commissioner Pedraza, seconded by Commissioner Muñoz, moved to approve Ordinance 2017-35 amending Ordinance 2016-36, The Master Fee Schedule as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve ordinance 2017-36 amending ordinance 2017-17, the City of Weslaco Electrical Code Ordinance; codified as Article 1 Chapter 42 of the Weslaco Code of Ordinances, adopting new regulations and ordaining other matter with respect to the subject matter hereof and authorize the Mayor to execute any related documents. First reading of Ordinance 2017-36. Possible action. (Staffed by Planning & Code Enforcement Department.)

Mardoqueo Hinojosa recommended approval stating the amendment redefines electrical contractor and contracting and addresses concerns with the use of specific wiring materials in 3-story buildings.

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to approve Ordinance 2017-36 amending Ordinance 2017-17 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration of playcape at Pecan Grove Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

The City Manager stated the land was never dedicated to the City and negotiations never finalized. The City has been maintaining the area but it is private property; he recommends tabling the item and directing staff to research further and contact the developer.

Mayor Pro-Tem Tafolla, seconded by Commissioner Pedraza, moved to table the item as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to accept a grant from Knapp Community Care Foundation in the amount of \$200,000.00 for Isaac Rodriguez Park improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.)

The City Manager recommended approval citing the grant will assist with about half of the cost of upgrades at Isaac Rodriguez Park that include a walking trail, disc golf, splash pad, parking lot and canopy. Project completion is November.

Commissioner Pedraza, seconded by Mayor Pro-Tem Tafolla, moved to accept a grant from Knapp Community Care Foundation in the amount of \$200,000.00 for Isaac Rodriguez Park improvements as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve an Election Order toward an election of Commissioner District 2 and Commissioner District 3 during the General Election on November 7, 2017 pursuant to Texas Election Code Chapter 271 and authorize the Mayor and Commissioners to execute any related documents. Possible action. (Staffed by City Secretary's Office.)

The City Secretary updated the Commission that the upcoming election will feature newly automated exterior doors, to comply with the Department of Justice finding for improved access for disabled voters, new electronic voting machines that will feature enlarged font and the ability to cast provisional ballots, and a new initiative for county-wide polling places that will allow any voter registered anywhere in Hidalgo County to vote at any polling location in the county during early voting and on Election Day.

Mayor Pro-Tem Tafolla, seconded by Commissioner Muñoz, moved to approve an Election Order toward an election of Commissioner District 2 and Commissioner District 3 during the General Election on November 7, 2017 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve expanded hours for the Early Voting Election period, 7:00 a.m. - 7:00 p.m., at a cost-share estimated at \$60,000.00. Possible action. (Staffed by City Secretary's Office.)

Mayor Pro-Tem Tafolla, seconded by Commissioner Lopez, moved to discuss.

The City Secretary explained Weslaco contracts with the Hidalgo County Elections Department, effectively piggy-backing on the ballot they prepare. As this is a Constitutional Amendment Election year, with historically only marginal voter turnout, they propose the minimum hours of operation for the Early Voting period plus some weekend hours. However, another local entity also contracting with the County requested expanded hours. The Elections Department advised the entities absorb the cost for wages for 325 workers at every polling location in the County, resulting in an additional cost of \$60,000.00 for Weslaco. Budgeted for this election is \$20,000.00.

The Mayor would like to entertain the hours for early voting be 7 a.m. – 7 a.m. for the Business Visitors Event Center polling location only; he directed staff to negotiate or confer with the County. The City Secretary stated that limitation would have an estimated additional cost of \$5,000.00.

Mayor Pro-Tem Tafolla, seconded by Commissioner Noriega, moved to table until the next meeting. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to adopt a policy for the use of City resources for the creation of a regular newsletter for the City of Weslaco and its individual Commissioners' districts. Possible action. (Staffed by City Secretary's Office.)

The City Secretary reported Commissioner Pedraza requested assistance in preparing an informational newsletter for his constituents. Staff is happy to accommodate but mindful the Texas Election Code prohibitions on use of political subdivision resources. Staff recommends establishing guidelines for such publications, should any other Commissioner be interested in the same publication, but in a campaign year.

Commissioner Muñoz recommended it be information for the whole city; Commissioner Lopez suggested an insert in the Mid Valley Town Crier and Mayor Pro-Tem Tafolla recommended exploring the cost for a city-wide publication for the whole city.

Commissioner Pedraza, seconded by Commissioner Lopez, moved to adopt a policy for the use of City resources for the creation of a regular newsletter for the City of Weslaco as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to authorize the South Texas Balloon Festival at the Mid Valley Airport on October 27-29, 2017 and authorize the Mayor to execute any related documents. Possible action. (Requested by Claudia Corral.)

Claudia Corral, CEO, stated the event is the only festival sanctioned South of Austin and the only festival to fly over the Gulf. She requested the opportunity to host the Third South Texas Balloon Festival at the Mid Valley Airport; she does not seek any monetary donation.

City Manager recommended approval with requestor complying with all permit process requirements necessary from the departments. In response to Commissioner Muñoz, Andrew Munoz, Airport Director, indicated the festival agreed to pay an airport usage fee of \$4,500.00 fee to offset fuel loss from planes unable to fly that weekend.

Commissioner Pedraza, seconded by Commissioner Lopez, moved to authorize the South Texas Balloon Festival at the Mid Valley Airport on October 27-29, 2017 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Mayor Pro Tem Tafolla, seconded by Commissioner Lopez, moved to change the order of day and convene into executive session at 6:40 p.m. The motion carried; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 8:04 p.m., Mayor Pro-Tem Tafolla announced the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public. The Mayor did not return to the dais.

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.

There was no action on this item.

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

There was no action on this item.

C. 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.

There was no action on this item.

D. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project Memphis as authorized by §551.087 of the Texas Government Code.

There was no action on this item.

E. Economic Development – Consultation with City Attorney regarding Economic Development opportunities and incentive programs related to Project Chicken Hatch "B" as authorized by §551.087 of The Texas Government Code.

There was no action on this item.

F. Real Property - Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located at the Northwest corner of Bridge Avenue and Business Highway 83 in Weslaco, Hidalgo County, Texas as authorized by §551.072 of the Texas Local Government Code.

Mayor Suarez abstained from vote and discussion and filed a conflict disclosure statement.

Commissioner Muñoz, seconded by Commissioner Lopez, moved to authorize the City Manager to discuss terms and conditions of the property as discussed in executive session. The motion carried; Mayor Suarez abstained as he was not present.

G. Legal Opinion - Consultation with City Attorney on legal opinion related to the city's right-of-way for cell towers as authorized by §551.071 of the Texas Government Code.

Commissioner Lopez, seconded by Commissioner Muñoz, moved to authorize the City Attorney initiate response to become a named plaintiff as discussed in executive session. The motion carried; Mayor Suarez was not present and voting.

H. Legal Opinion - Consultation with City Attorney on legal opinion related to card houses as authorized by §551.071 of the Texas Government Code.

There was no action on this item.

VI. REPORTS

A. Report by Finance Department - Quarterly Investment Report. Possible action to accept and file.

Mary Barrera, Finance Director, reviewed the quarterly report ending June 30, 2017, stating the interest earned was \$18,917,576 comprised of BBVA, Frost Bank, Tex Pool, Tex Pool Prime Texpool, two Certificates of Deposit and money market accounts with cash on hand totaling \$24,129,358. Total interest earned was \$41,813.59 with an average return rate of 0.84%.

The City Manager noted the report is in full compliance with the investment policy and recommended approval.

Commissioner Lopez, seconded by Commissioner Muñoz, moved to accept and file the Quarterly Investment Report as presented. The motion carried; Mayor Suarez was not present.

B. Report by Finance Department - Quarterly Financial Report. Possible action to accept and file.

Mary Barrera stated the third quarter financial report was unaudited, presenting assets, cash and equivalents totaling \$13,244,623.00; liabilities \$2,540,395.00; unassigned fund balance \$6,748,748.00; revenues collected \$9,466,869.00, which recognizes 94% of tax levy and 80% sales tax budgeted; total revenues to date \$20,459,421.00.

Water and sewer operations are \$96,330,379.00; debt service at 31% with payments made in August. The solid waste fund unreserved fund equity includes \$2 million loan advanced to water and sewer; the fund is over budget in landfill. Airport is negative cash \$14,470.00 with total assets of \$10,101,457 and revenues at 81%.

Commissioner Lopez, seconded by Commissioner Pedraza, moved to accept and file the Quarterly Financial Report as presented. The motion carried; Mayor Suarez was not present.

C. Report by Weslaco Area Chamber of Commerce.

Doug Croft, Chamber President/CEO, reported on continued marketing campaigns through digital advertising; the fly-in event at the Airport was a success; and there was 30% increase in July visitors over last year.

D. Report by Economic Development Corporation of Weslaco.

Marie McDermott reported Al Fresco is August 24th; 4th of July event was a success; summary of leads had 293 jobs with potential capital investment in Weslaco of \$15,092,791.00.

E. Report by Severn Trent.

George Quilatan reported the South Wastewater Treatment Plant is treating 1.3mgd of water at 50% capacity; the North Wastewater Treatment Plant is treating 2.0mgd at 50% capacity; the Water Treatment Plant is treating 5.6mgd and there have been no TCEQ violations to date for any of the plants.

F. Report by Parks and Recreation Department.

David Arce, Parks Director, reported all rental facilities have new Bar-B-Que pits with 15 installed this fiscal year and proposing 15 for next year; the Gibson Park pool is open; there is a new backstop at Isaac Rodriguez and restructured dugouts; irrigation project at Cemetery is 90-95% complete; the generator project is 2-3 months behind schedule.

G. Report by Planning and Code Enforcement.

Two summer interns reported the mapping of lift stations and gravity lines are completed; mapping of pipe size and sewer lines in subdivisions are in progress.

H. Report by Public Works.

Pete Garcia, Public Works Director, reported 133 weedy lots cut in June and July; staff cleaned right-of-ways and drain ditches and completed paving nine streets from the 2016-17 list. Fire hydrant replacement ongoing with two pending.

I. Report by Airport.

Andrew Muñoz, Airport Director, reported the business plan and marketing plan have been adopted; total sales were \$20,000.00 in July with projected increase in August.

J. Report by Library.

Arnold Becho, Library Director, reported the Summer Reading program had 4,000 attendees; 825 children; 9,600 books read with a goal for next year of 10,000. The library roof rehabilitation project is proceeding and the Hidalgo County Library System new electronics library is being considered by Commissioners Court.

IX. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Lopez, moved to adjourn at 8:48 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker

MAYOR PRO-TEM, Gerardo “Jerry” Tafolla

COMMISSIONER, Leo Muñoz

ABSENT
COMMISSIONER, Greg Kerr

COMMISSIONER, Olga Noriega

COMMISSIONER, Letty Lopez

COMMISSIONER, Josh Pedraza



**RECORD OF WORKSHOP
OF THE WESLACO CITY COMMISSION
AND
THE COLLECTIVE BARGAINING REPRESENTATIVES FOR
THE CITY OF WESLACO
AND WESLACO MUNICIPAL POLICE UNION**

AT 2:00 PM – WEDNESDAY, AUGUST 9, 2017

On the 9th day of August at 2:00 p.m., members of the City Commission of the City of Weslaco, Texas appointed to the negotiating team convened in a Workshop at City Hall in the Planning Conference Room located at 255 S. Kansas Avenue. A quorum of the City Commission may be present but no action is expected.

The following members of the negotiating teams were present:

Mayor Pro-Tem	Gerardo “Jerry” Tafolla
Commissioner	Olga Noriega
Commissioner	Josh Pedraza
City Manager	Mike R. Perez
City Attorney	Juan E. Gonzalez
Weslaco Municipal Police Union	Alvino Flores, Sr.
Weslaco Municipal Police Union	Dolores Salinas
Weslaco Municipal Police Union	Felix Salinas
Texas Municipal Police Association	Mike Gomez, Jr.

Also present: Elizabeth M. Walker, City Secretary; Mary Barrera, Finance Director; Veronica Ramirez, Human Resources Director; Chief Stephen Mayer, Police.

I. Call to Order.

At 2:15 p.m., the meeting called to order, with the City team noting the absence of Mayor David Suarez and the Association noting the absence of counsel David Willis.

II. Discussion, consideration and negotiations for the purpose of collective bargaining under Chapter 174 of the Texas Local Government Code between City of Weslaco and the Weslaco Municipal Police Union.

The City Manager noted the margin of available funds in the proposed budget is \$116,551.00 but the Association request totals \$187,000.00. The Association requested 1.5%, 3%, 5%, and 6% for pay increases to the various ranks. The teams caucused until 4:05 p.m.

The City countered with 1%, 3%, 5%, and 6% for pay increases but maintaining current certification pay and reduce assignment pay by \$100.00. The City Manager noted this is a 50/50 split on the difference of available funds; Commissioner Noriega noted that not everyone receives assignment or certification pay but everyone benefits from a base pay increase. The teams tentatively agreed to these compensable terms.

The City Manager noted remaining items for consideration are the sexual harassment policy, which Mr. Gomez reported Mr. Willis cannot help author. The City Manager directed the City Attorney to draft for consideration; Mr. Flores suggested the alleged perpetrator of any sexual harassment offense be removed without any grievance or affect in pay.

The other remaining issue identified is the quarterly allocation of Personal Days, which the City Manager stated by current practice may be claimed as a prevailing right, but the policy should be clarified for all municipal employees effective October 1.

This remaining issues may be resolved electronically; the teams do not expect another meeting.

III. Adjourn.

The meeting stood adjourned at 4:33 p.m. on August 9, 2017.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker



**NOTICE OF WORKSHOP
OF THE WESLACO CITY COMMISSION
WEDNESDAY, AUGUST 9, 2017**

On this 9th day of August at 5:30 p.m., the City Commission of the City of Weslaco, Texas convened in a Workshop at City Hall in the Planning Conference Room located at 255 S. Kansas Avenue with the following members present:

Mayor Pro-Tem
Commissioner
Commissioner
Commissioner
Commissioner

Gerardo “Jerry” Tafolla
Leo Muñoz
Greg Kerr
Letty Lopez
Josh Pedraza

City Manager
City Secretary

Mike R. Perez
Elizabeth M. Walker

Also present: Mardoqueo Hinojosa, Planning and Code Enforcement Director; Mary Barrera, Finance Director; Sonia Flores, Assistant Finance Director; Pete Garcia, Public Works Director; Olga Garza, Assistant Public Works Director; Marcelo Cosme, Water Superintendent.

I. CALL TO ORDER

A. Certification of Public Notice.

The Mayor Pro-Tem called the meeting to order and certified the public notice of the meeting as properly posted August 2, 2017.

B. Roll Call.

The City Secretary called the roll, noting the absence of the Mayor and Commissioner Noriega.

II. NEW BUSINESS

A. Discussion and consideration of the City of Weslaco Proposed Budget for Fiscal Year 2017-2018.

The City Manager reviewed a summary of funds, stating presently there is \$139,000.00 revenue over expenditures in the proposed budget, but just \$14,000.00 available following the Collective Bargaining Agreement negotiation substantially completed today.

Mr. Pete Garcia reviewed the various budgets under Public Works, including administration, streets, drainage, fleet maintenance, and water and wastewater operations. His new requests this year include a bucket truck, a forklift, a one-ton truck, rehabilitation of a low-boy trailer, one additional personnel to assist recycling and one additional personnel to assist wastewater divisions. Ms. Mary Barrera reported the meter division requests one additional pickup truck.

Mr. Mardoqueo Hinojosa reviewed the various budgets for Planning and Code Enforcement, requesting one additional personnel in animal control to assist in the contracted support services for

other cities, and one additional truck, preferably a diesel since it runs a cooling compressor for the animal compartment. He also reviewed the Capital Improvement Program, identifying the railroad crossing at Bridge Avenue, drain improvements including a small pump station in the vicinity of TruFit, the 40-acre park acquisition, and Westgate Drive improvement in partnership with the County Precinct 1. The Commission requested a traffic study to determine the control device warranted at the intersection of Bridge and Eighteenth Street.

III. ADJOURNMENT

With no other business before the Commission this workshop stood adjourned at 7:21 p.m. on August 9, 2017.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker



**NOTICE OF WORKSHOP
OF THE WESLACO CITY COMMISSION
THURSDAY, AUGUST 10, 2017**

On this 10th day of August at 5:30 p.m., the City Commission of the City of Weslaco, Texas convened in a Workshop at City Hall in the Planning Conference Room located at 255 S. Kansas Avenue with the following members present:

Mayor	David Suarez
Commissioner	Leo Muñoz
Commissioner	Greg Kerr
Commissioner	Letty Lopez
City Manager	Mike R. Perez
City Secretary	Elizabeth M. Walker

Also present: Mary Barrera, Finance Director; Sonia Flores, Assistant Finance Director; Stephen Mayer, Police Chief; Tony Lopez, Fire Chief; Jaime Hernandez, Assistant Fire Chief; Gustavo Ramirez, Fire Captain.

I. CALL TO ORDER

A. Certification of Public Notice.

The Mayor called the meeting to order and certified the public notice of the meeting as properly posted August 2, 2017.

B. Roll Call.

The City Secretary called the roll, noting the absence of Mayor Pro-Tem Tafolla and Commissioner Noriega.

II. NEW BUSINESS

A. Discussion and consideration of the City of Weslaco Proposed Budget for Fiscal Year 2017-2018.

The Fire Chief reviewed suppression, emergency medical, fire marshal, and emergency management services. He stated there are certain line items which reflect deductions but he assured the department can operate effectively with the cuts. He indicated that the department is approaching when it may not need to draw on apparatus replacement funds and instead allow them to accumulate. The Mayor inquired about the Emergency Services District contract, stating the \$125,000.00 annual charges should be revisited. The Mayor also noted that seven firefighters were added last year in order to conduct medical transports and that initiative should be at least revenue neutral. The Chief noted new requests this year are two vehicles to replace a 2003 and 2004 truck.

The Police Chief requested new personnel, including a detention supervisor, additional dispatcher, and additional officer to be paid for the first year through equitable sharing funds. These

positions have been endorsed by the City Manager in the proposed budget. He requested one more office to serve on the ICE task force, which may generate additional equitable sharing funds. He noted nine new patrol vehicles are included in the budget as part of the staggered vehicle replacement program; the Mayor requested a cost analysis of purchasing versus leasing. Finally, the Chief reviewed statistical performance measurements, with substantially more warnings issued than citations and remarkable decreases in both violent and property crimes.

III. ADJOURNMENT

With no other business before the Commission this workshop stood adjourned at 7:22 p.m. on August 10, 2017.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

CITY SECRETARY, Elizabeth Walker



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1103	
From: Mardoqueo Hinojosa			
Subject: Ordinance 2017-35 amending Ordinance 2016-36, The Master Fee Schedule, to revise existing fees and reclassifying specific line items and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-35 was held on August 1, 2017; Staffed by Planning & Code Enforcement Department.)			
Background: Master fee schedule is revised to comply with House Bill 3329 in regards to Electrical permit fees. Electrical fees will be obtained from Electrical Contractors rather than electricians.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Ordinance 2017-35			
Responsibilities upon Approval: Staff will enforce ordinance.			

ORDINANCE 2017-35

AN ORDINANCE AMENDING ORDINANCE 2016-36, THE MASTER FEE SCHEDULE, TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION 1. APPROVAL. Ordinance 2016-36 passed and approved on October 4, 2016 as “The Master Fee Schedule Ordinance” and Codified as Section 2-190 of The Weslaco Code of Ordinances is hereby amended so that after final reading it shall read as follows:

ARTICLE VI. MASTER FEE SCHEDULE

Section 2-190. Scheduled established.

The fee schedule attached as an Exhibit to this Ordinance is hereby adopted as if fully forth herein. The City Commission may hereafter amend or replace this fee schedule at any time.

SECTION 2. All other provisions of Ordinance 2016-36 shall remain in full force and effect.

SECTION 3. 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 1st day of August, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of August, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1104	
From: Mardoqueo Hinojosa			
Subject: Ordinance 2017-36 amending Ordinance 2017-17, the City of Weslaco Electrical Code Ordinance; codified as Article 1 Chapter 42 of the Weslaco Code of Ordinances, adopting new regulations and ordaining other matter with respect to the subject matter hereof and authorize the Mayor to execute any related documents. (First reading of Ordinance 2017-36 was held on August 1, 2017; Staffed by Planning & Code Enforcement Department.)			
Background: Master fee schedule is revised to comply with House Bill 3329 in regards to Electrical permit fees. Electrical fees will be obtained from Electrical Contractors rather than electricians. In addition, changes were included to address concerns with the use of specific wiring materials in 3-story apartments.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Aida Vega Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Ordinance 2017-36			
Responsibilities upon Approval:			

Staff recommends approval.

ORDINANCE 2017-35

AN ORDINANCE AMENDING ORDINANCE NUMBER 2016-36, THE CITY OF WESLACO MASTER FEE SCHEDULE ORDINANCE; CODIFIED AS ARTICLE VI OF THE WESLACO CODE OF ORDINANCES, TO REVISE LINE ITEMS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance 2016-36 passed and approved on October 4, 2016 as "The Master Fee Schedule Ordinance" and Codified as Article VI of the Weslaco Code of Ordinances is hereby amended.

SECTION II.

After second and final reading of this Ordinance the amended Master Fee Schedule ordinance sections will be adopted and codified as Article VI of the Weslaco Code of Ordinances and said Article shall read as follows:

**ARTICLE VI MASTER FEE SCHEDULE
SECTION 2-190 Scheduled established**

<i>Electric building permit fees:</i>	
Electrical building permit	50.00

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 1st day of August, 2017.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 15th day of August, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1130
From: Arnold Becho		
Subject: Approval on renewal of the America Reads and Federal Work-Study Community Service agreements with UTRGV to allow for employment of work-study students and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)		
Background: Each of these agreements allows the library to participate in the Federal Work Study program in partnership with UTRGV. The agreements proposed allow the library to obtain student help at a discount or even no cost. The America Reads agreement allows for employment of students at no cost, the Community Service agreements allow for employment at an estimated discount of 75%. It is recommended that all three options be approved. The City has renewed these agreements and budgeted funds for this annually since the 1990's.		
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): The Library Board has not had the opportunity to review this item.		
Arnold Becho	Created/Initiated	
Arnold Becho	Approved	
Mike Perez	Approved	
Mary Barrera	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: America Reads Agreement, State Community Service Agreement, Federal Community Service Agreement, Memo - Request to participate in work-study program		

Responsibilities upon Approval:

The library respectfully request that the City Secretary's Office have 2 copies of each agreement signed. The City Secretary should keep one original of each agreement for their records and provide the other originals to Yolanda Alaniz within the Library Department. Yolanda will hand deliver these originals to UTRGV. Yolanda will then work alongside UTRGV to implement the agreement and hire work-study employees.

Financial Aid Office
September 1, 2017 to August 31, 2018

This Agreement is entered into between The University of Texas Rio Grande Valley, hereinafter known as the "Institution", and the America Reads Program with Mayor Joe V. Sanchez- Weslaco Public Library, hereinafter known as the "Agency", a Federal, State, or local public agency or private non-profit organization within the meaning of that term as defined in section 675 of the regulations governing the Federal Work-Study Program, for the purpose of providing work to students eligible to participate in the Federal Work-Study Program. This agreement shall become effective at the date the Institution approves this agreement and shall continue until its termination at the request of either party upon 30 days written notice to the other party.

Schedules to be attached to this agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this agreement,¹ the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized.² These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/non-state share of student compensation that the Agency will pay to the Institution. The institution will inform the Agency of the maximum number of hours per week a student may work.

Students will be employed by the Institution and made available to the Agency by the Institution for performance of specified work assigned. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, sex or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendment of 1972 (P.L. 92-318), and the Regulations of the Department of Education, which implements those Acts. The Agency further agrees that the students will be supervised by a permanent employee of the Agency who will give proper guidance and counseling to insure proper performance of services and will ensure accurate and timely reporting of time worked.

The Agency will keep appropriate time records of all students employed. These time records will be attested to by authorized officials of the Agency as listed in a schedule attached to this agreement. Time summary cards will be submitted by email of one on the listed individuals to the Work-Study Coordinator's Office at the Institution on a semi-monthly basis. The Agency will be responsible for the accuracy and timeliness of reported time worked, and accepts this responsibility as a requirement to participate in the program. Agency is to keep all original timecards until institution personnel picks them up at the end of every semester. Failure to adhere to these requirements can lead to termination of this agreement.

The Agency agrees that students placed with them to meet the Community Service expenditure requirement will directly perform duties in agency programs designed to improve the quality of life of all members of the community, primarily low-income individuals and/or provide support services to individuals with disabilities. Transportation for students to and from their work assignment will not be provided by either the Institution or Agency.

Federal minimum wage is established at 7.25 per hour. However, students performing work on the project under this agreement will be paid at a rate of \$9.00 per hour as mandated by the Institution. All payments due as employer's contribution under Federal Social Security laws will be made by the Institution. The Institution shall pay the student one hundred percent (100%) of the gross earnings from Federal Work Study Funds.

The Institution shall be deemed the employer of students participating with the Agency and may provide Workman's Compensation in case of injuries the student receives on the job under this agreement. The Agency will be responsible for the direct supervision of work performed and will maintain and provide to the Institution the names and qualifications of Agency supervisors. The Institution will only accept time records from the Agency director/department head, and/or individuals they specifically designate.

Institution Representative:

Agency Representative:

Name: _____

Name: _____

Title: Executive V.P for Finance and Administration

Title: _____

Date: _____

Date: _____

¹Under sections 675.20 and 675.22 of the FWS Regulations, work to be performed under this agreement must either be related to the student's educational objective or be work in the public interest, which would not otherwise be provided, will not result in the displacement of employed workers or impair existing contracts for services, will be governed by such conditions of employment, including compensation, as will be appropriate and reasonable in light of such factors as the type of work performed, geographical region, and proficiency of the employee; and must not involve political activity or work for any political party. Further, no project may involve the construction, operation, or maintenance of so much of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

²No student may perform work on any project under the Federal Work-Study Program exceeding 20 hours per week while school is in session, and 40 hours per week while school is not in session.

This Agreement is entered into between The University of Texas Rio Grande Valley, hereinafter known as the "Institution", with Mayor Joe V. Sanchez- Weslaco Library, hereinafter known as the "Agency" (a Federal, State, or local public agency or non-profit organization within the meaning of that term as defined in chapter 21, subchapter M of the Texas Administrative Code, § 21.405. a5. regulations governing the Texas College Work Study Program. This Agreement shall become effective on the date this Agreement is signed by both parties and shall continue until its termination at the request of either party upon 30 days' written notice to the other party.

Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this Agreement,¹ the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized.² These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/non-state share of student compensation that the Agency will pay to the Institution. The Institution will inform the Agency of the maximum number of hours per week a student may work.

Students will be employed by the Institution and made available to the Agency by the Institution for performance of specified work assigned. Students may be removed from work on a particular assignment or from the Agency by the Institution, either on its own initiative or at the request of the Agency. The Agency agrees that no student will be denied work or subjected to different treatment under this Agreement on the grounds of race, color, sex or national origin, and that it will comply with the provisions of the Civil Rights Act of 1964 (P.L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (P.L. 92-318), and the Regulations of the Department of Education, which implements those Acts. The Agency further agrees that the students will be supervised by a permanent employee of the Agency who will give proper guidance and counseling to insure proper performance of services and will ensure accurate and timely reporting of time worked. The Agency will keep appropriate time records of all students employed. These time records will be attested to by authorized officials of the Agency as listed in a schedule attached to this Agreement. Time summary cards will be submitted by email from one of the Agency's listed officials to the Work-Study Coordinator's Office at the Institution on a semi-monthly basis. The Agency will be responsible for the accuracy and timeliness of reported time worked, and accepts this responsibility as a requirement to participate in the program. The Agency shall also control strictly the work schedules of students employed so that no students become entitled to overtime compensation. Failure to adhere to these requirements can lead to termination of this Agreement.

The Agency agrees that students placed with them to meet the Community Service expenditure requirement will directly perform duties in Agency programs designed to improve the quality of life of all members of the community, primarily low-income individuals and/or will provide support services to individuals with disabilities.

Transportation for students to and from their work assignment will not be provided by either the Institution or Agency.

The parties agree that students performing work on the project under this Agreement will receive compensation of at least the required minimum set by the Federal Fair Labor Standards Act (currently \$7.25 per hour), to be paid by the Institution; however, the Institution mandates and the Agency agrees that Students will be paid at \$8.00 per hour. All payments due as employer's contribution under Federal Social Security laws will be made by the Institution. The Agency will pay to the Institution an amount calculated to be 25% of the student's gross monthly earnings, but the Agency will be responsible for 100% of gross monthly earnings for time cards not submitted timely and 100% of any overtime compensation payments made. The Agency further agrees to promptly remit payment to the Institution's Comptroller's Office upon receiving an invoice from the Institution for Agency's portion of the earnings due. The Agency is considered the employer for purposes of this Agreement. It has the right to control and direct the services of the students, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished. The institution is limited to determining whether the students meet the eligibility requirements for employment under the Federal Work Study Program, to assigning students to work for the organization, and to determining that the students do perform their work. Institution will ensure that each student participating under this Agreement will have a criminal background check completed before employment. If the Agency requires a supplemental background check, one may be conducted at the expense of the Agency. The Agency will be responsible for the direct supervision of work performed and will maintain and provide to the Institution the names and qualifications of Agency supervisors. The Institution will only accept time records from the Agency director/department head, and/or individuals specifically designated on any schedule attached to this Agreement.

Institution Representative:

Agency Representative:

Name: _____

Name: _____

Title: Executive V.P for Finance and Administration

Title: _____

Date: _____

Date: _____

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Schedules to be attached to this Agreement from time to time, bearing the signature of an authorized official of the Institution and of the Agency, will set forth brief descriptions of the work performed by students under this Agreement,¹ the total number of students to be employed, the hourly rate of pay, and the average number of hours per week each student will be utilized.² These schedules will also state the total length of the time the project is expected to run and total percent, if any, of the non-federal/non-state share of student compensation that the Agency will pay to the Institution. The Institution will inform the Agency of the maximum number of hours per week a student may work.

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Institution Representative:

Name: _____

Title: Executive V.P for Finance and Administration

Date: _____

Agency Representative:

Name: _____

Title: _____

Date: _____

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²No student may perform work on any project under the Federal Work-Study Program exceeding 20 hours per week while school is in session, and 40 hours per week while school is not in session.

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

August 3, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Olga M. Noriega, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner
CC: Martin J. Mata, Maria Barrera
Fr: Arnoldo Becho, Library Director
Re: Request to authorize the America Reads agreement and both Federal Work-Study Community Service agreements

Each of these agreements allows the library to participate in the Federal Work Study program in partnership with UTRGV. Through the Federal Work Study program community agencies can hire university students to assist within their institutions. The agreements proposed allow the library to obtain student help at a discount or even no cost, while providing financial aid opportunities to local and area students.

The America Reads agreement allows for employment of students at no cost, the Community Service agreements allow for employment at an estimated discount of 75%. It is recommended that all three options be approved because often there are not sufficient individuals within the free program to meet need. The City has renewed these agreements and budgeted funds for this annually since the 1990's. The program has proven incredibly useful to the library and helps provide local university students with employment options at the same time.

The proposed budget for next year has allotted \$3,500 for this program. That will be sufficient for program implementation and is not an increase over the amount budgeted the previous year. The library strongly supports approval.

This program is an excellent public service we are happy to have the opportunity to provide to our local students. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1135
From:		
Subject: Approval of the relocation of the radio repeater and antenna from DPS Harlingen to new location in Bluetown for the use of the National Weather Service and authorize the Mayor to execute any related documents. (Staffed by the Fire Department.)		
Background: This has been in place for several years and must be relocated due to demolish of the DPS Harlingen tower site. The Ciity of Weslaco owns the equipment radio repeater and antenna.		
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):		
Antonio Lopez	Created/Initiated	
Antonio Lopez	Approved	
Elizabeth Walker	Approved	
Mike Perez	Final Approval	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: National Weather Service equipment relocation		
Responsibilities upon Approval:		

U.S. DEPARTMENT OF COMMERCE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NATIONAL WEATHER SERVICE

NOAA WEATHER RADIO BROADCASTING SERVICES AGREEMENT

Agreement Number: NWS-SR-TX-03-2017

I. PURPOSE

This Agreement governs the cooperation between the National Weather Service, herein after referred to as the "NWS" and the City of Weslaco, herein after referred to as "Cooperator," for the provision of National Oceanic and Atmospheric Administration (NOAA) Weather Radio, herein after referred to as "NWR" Broadcasting Services, for the area surrounding Bluetown (Cameron County), Texas. The NWS enters into this agreement pursuant to the authority of 15 U.S.C. §313 and 15 U.S.C. §1525, The Department of Commerce, joint project authority. See Attachment A, for Contact List.

II. BACKGROUND

Not all of the American public is within range of an NWR station, and the NWS is not funded to provide service to cover all of the remaining unserved areas. Federal, state, and local jurisdictions have been encouraged to support the NWS in expanding NWR coverage by providing new NWR Stations (transmitters, transmission equipment, facilities, and utilities) to serve their local communities. This service can be provided in two ways, (1) NWR stations purchased and owned by Cooperators may be donated to, and operated and maintained by the NWS, or (2) ownership, operation, and maintenance of the NWR station may be retained by the Cooperator with the NWR providing the audio program for broadcast by the Cooperator. This agreement is for condition (2), where the Cooperator retains ownership of the NWR station. When ownership is retained by the Cooperator, the operation and maintenance of the station will be the sole responsibility of the Cooperator.

III. GENERAL CONDITIONS

The NWR Broadcasting Services covered by this agreement will assist the NWS in carrying out its mission of providing warnings and forecasts directly to the public to protect life and property. The Cooperator agrees to provide the NWR Broadcasting Services and operate the NWR station in accordance with the license obtained by the NWS for that purpose and agrees that broadcast content will originate solely from an authorized NWS source. The NWS' obligations under this agreement are subject to the availability of funds.

IV. NWS CERTIFICATIONS

The NWS certifies that this project is in the mutual interest of the parties and that it cannot be done at all or as effectively without the participation of the Cooperator and the project is essential to the NWR program.

V. LOCATION

The NWR Broadcasting Service provided by this Agreement shall be from an NWR station located at Cameron County, Texas, hereinafter referred to as Bluetown Spanish. The NWS agrees to provide suitable programming for the station from the NWS Forecast Office at Brownsville, Texas. The Cooperator agrees the NWR Broadcasting Services' primary objective is to meet the NWS' needs for forecast and warning operations and that the service must meet

the needs of the overall comprehensive national and state NWS NWR network coverage plan.

VI. EQUIPMENT, FACILITIES, SERVICES PROCUREMENT AND INSTALLATION

The Cooperator agrees to provide equipment, facilities, utilities, and installation to satisfy the NWS coverage and performance requirements. The Cooperator agrees to be solely responsible for all aspects of equipment, facility and utility installation and operation. The Cooperator will be responsible for the transmitter site's compliance with local zoning laws and Federal Aviation Administration requirements, if any. The Cooperator also agrees to provide timely information for a detailed site survey on forms provided by the NWS.

VII. LICENSE AND OPERATING REQUIREMENTS

The NWS will obtain a license for the transmitter system, and if necessary, a license for a radio link between the NWS programming office and the transmitter. The license(s) remains the property of the NWS. The Cooperator agrees to provide all information required by the NWS for the license application as specified on the attached "Site Data for NWR Transmitter" document. Licenses will be canceled upon termination of this agreement.

The Cooperator agrees to operate the NWR station in conformance with NWS requirements and all pertinent government regulations. NWS requires 24 hours per day, 7 days per week operation, and that broadcast content must originate solely from an authorized NWS source. The Cooperator agrees to use a positive means of transmitter carrier control. The use of "audio off-air capture" is not permitted. Failure to comply with the operating conditions as defined in this Agreement will serve as a basis for the possible termination of this Agreement. The NWS reserves the right to perform random checks on the transmitted signal and to inspect the transmitter, antenna and/or supporting facilities to ensure compliance with the specifications and the terms of this Agreement. The NWS agrees to coordinate with the Cooperator prior to any equipment or supporting facility inspection. The Cooperator agrees to provide access to any equipment and supporting facility covered by this Agreement within 24 hours of the NWS request.

VIII. UTILITIES, LEASES AND COMMUNICATIONS SERVICES

The Cooperator is responsible for all installation and service-related costs for the new NWR station, including site lease, power, and communications links to bring the audio program from the NWS office to the transmitter. This shall include all construction necessary to accept installed electrical service and an electric metering device.

The NWS agrees to provide, within the limits of available resources, space and electrical power for Cooperator-owned ancillary telecommunication equipment such as a UHF/microwave transmitter and antenna or telephone interface equipment to communicate the program audio to the Cooperator-owned transmitter. The NWS reserves the right to require the Cooperator to use commercially available communications services if the space is required for other NWS operational needs, power consumption exceeds an NWS-determined limit, or otherwise interferes with the needs of the NWS.

IX. MAINTENANCE

The Cooperator is responsible for all aspects of maintenance for the NWR station. The Cooperator will use qualified and licensed technicians for the maintenance performed on the NWR station. It will assure that the maintenance program for the NWR Station meets minimum NWS standards. The Cooperator agrees to assign sufficient priority to the maintenance of the NWR station to ensure that outages are kept to a minimum, breakdowns and malfunctions are acted upon quickly, and equipment routinely performs within technical specifications. The Cooperator agrees to the installation by NWR or its contractor of an NWS Remote Off Air Monitoring System (ROAMS) in its NWR station facility to automatically monitor performance and notify NWS of system failures.

The Cooperator agrees to notify the NWS office identified in Section V whenever the transmitter goes off the air and when service is again restored. The Cooperator agrees to maintain a log of station operation and maintenance and to provide NWS access to that information as necessary. The NWS, when made aware of any Radio Frequency Interference (RFI) problem or other operational problem that degrades the quality of the broadcast, will perform an immediate technical checkout of the NWR system in coordination with the Cooperator. If any RFI problem persists, the transmitter will be shut down by the Cooperator at the request of the NWS until the problem is solved.

The Cooperator will perform routine maintenance on a regular basis, will notify the programming office no less than 24 hours in advance of any scheduled outage and will postpone scheduled maintenance in the event of predicted severe weather.

X. PUBLICITY

The NWS office responsible for the transmitter service area and the Cooperator will coordinate and jointly issue a public announcement covering the new service. If the service is terminated for any reason, the two parties will also coordinate a public statement explaining the reason(s) for the termination.

XI. GOVERNMENT HELD HARMLESS

The Cooperator shall hold and save the Government, its officers, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any person, or persons, or property by virtue of this agreement. Notwithstanding anything contained herein to the contrary, any liability of the Cooperator hereunder shall be subject to the limits of liability set forth in applicable state law.

The Federal Government agrees to promptly consider and adjudicate any and all claims which may arise out of this agreement and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C.

§2671 et seq., or such other legal authority as may be pertinent. The Government also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA/NWS personnel in the performance of their official duties under the terms of this Agreement. Such adjudication will be made pursuant to the Federal Employees Compensation Act, 5 U.S.C. §8101 et seq., or other such Federal law as may be pertinent.

XII. FINANCIAL RESPONSIBILITY

All costs associated with the installation, operation, and maintenance of the transmitter system shall be borne by the Cooperator. The NWS' responsibility for costs is limited to those necessary to make available the audio program at the NWS programming office. The NWS' obligations under this Agreement are subject to the availability of funds.

XIII. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector general Act of 1978, as amended, 5 U.S.C App. 3, a review of this agreement may be conducted at any time. The Inspector general of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

XIV. EFFECTIVE DATE AND TERMINATION

This Agreement is effective as of the latest date shown below, when signed by all parties, and shall remain in effect until terminated by any party or for five (5) years after the date of the latest signature of approval. This Agreement may be amended at any time by mutual written consent of all parties identified herein. The parties will review this Agreement at least once every three years to determine whether it should be revised, renewed or canceled.

This Agreement may be terminated at any time by mutual written consent of all parties, or terminated unilaterally without cause by any party by giving at least sixty (60) calendar days advance written notice to the other parties. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it incurred.

Honorable David Suarez (Date)
Mayor
City of Weslaco



Steven Cooper (Date)
Director, Southern Region
National Weather Service

ATTACHEMENT A

Contacts

Steven Cooper Director, Southern Region National Weather Service 819 Taylor Street Room 10A26 Fort Worth, TX 76102 Phone: (817) 978-1000	Tony Lopez Fire Chief, City of Weslaco 255 S. Kansas Ave. Weslaco, TX 78596 Phone: (956) 447-3415
Jim Reynolds Meteorologist-In-Charge NWS Weather Forecast Office 20 S. Vermillion Road Brownsville, TX 78521 Phone: (956) 504-1432	Manuel Cruz. Director of Homeland Security Lower Rio Grande Valley Development Council 301 W. Railroad Street Weslaco, TX 78596 Phone: (956) 682-3481

The parties agree if there is a change regarding the information in this section the party making the change will notify the other party in writing of such change



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1136	
From:			
Subject: Approval of the renewal of a lease agreement with IDEA Pike Schools for the use of Mayor Pablo G. Pena Park Tennis Courts for the 2017-2018 school year, and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation 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):			
David Arce		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approval			
Attachments, if any: IDEA PIKE REQUEST , 2017-2018 IDEA PIKE LEASE AGREEMENT			
Responsibilities upon Approval:			



Weslaco Pike

IDEA
Public Schools

IDEA WESLACO PIKE

1001 E. Pike Blvd.

Weslaco, Tx 78596

(956) 351-4850

www.ideapublicschools.org

To whom it may concern:

IDEA Weslaco Pike Athletic Department is requesting the use of The City of Weslaco's Parks and recreations tennis courts for the 2017 - 2018 school year. We understand there is possibly a \$400 fee that will be incurred. Thank you for the opportunity to work with your department.

Thank You

Rene Venecia Jr.

Athletic Coordinator Weslaco Pike

STATE OF TEXAS	*	LEASE AGREEMENT FOR
	*	
COUNTY OF HIDALGO	*	WESLACO CITY PARK
	*	
CITY OF WESLACO	*	TENNIS COURTS

The City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave, Weslaco, Texas 78596 hereinafter called "Lessor" and IDEA Weslaco Pike, a non-profit organization of the State of Texas, 1000 E. Pike Blvd, Weslaco, Hidalgo County, Texas 78596 hereinafter called "Lessee"; enter into this Lease Agreement for the Lease of Weslaco City Park Tennis courts pursuant to the following terms and conditions:

**ARTICLE I
DESCRIPTION AND LOCATION
OF PROPERTY**

Lessor, in consideration of the below described terms and conditions will lease to Lessee the following described property:

Weslaco City Park
Tennis Courts
(as described in Exhibit "A")

**ARTICLE II
TERMS**

The terms of this Lease shall be, to have and to hold the same from September 1, 2017 to May 31, 2018.

LESSEE agrees to pay a \$400.00 fee per semester and (\$0) deposit.

(School Semester is known as September 1 – December 31 and Jan 1 – May 31)

LESSOR makes no representation about the property's safety or suitability for its intended use.

LESSEE agrees and understands that the real property, the subject of this lease agreement, will be used exclusively for conducting tennis.

LESSEE will be entitled to possession of the leased property immediately upon execution of this lease agreement.

LESSEE shall endeavor and assist the City in providing a safe and clean complex for participants and spectators.

There shall be no parking of automobiles or other vehicle in any area other than areas designated for such purposes by LESSOR.

LESSEE is responsible for providing supervision at all scheduled classes.

LESSEE will file the Parks & recreation Department the proper class schedules concerning each semester classes to be held as such facility and must provide any appropriate contact phone numbers for the purpose of addressing or directing public inquiries to the proper authorities regarding this program.

That LESSOR had the right to cancel this lease agreement within 30 days notice to IDEA Weslaco Pike.

ARTICLE III IMPROVEMENT TO PROPERTY

LESSEE will not make any minor alteration erect any signs nor construct any permanent buildings or improvements on the real property the subject of this lease agreement.

ARTICLE IV INSURANCE

LESSEE agrees that it shall at all times, indemnify and hold LESSOR harmless of an liability for any accidents, injury, or other legal cause of action based upon the claim which occurs on the leased premises, caused by LESSEE, its agents or employees, or any activity sponsored or conducted by LESSEE. In order to demonstrate this responsibility, **LESSEE will furnish LESSOR with evidence of valid comprehensive general liability insurance coverage in the amount 1,000,000 (One Million Dollars) for each occurrence for personal injury and property damaged related to or resulting from individuals who may incur accidents on the property descried in this agreement.** LESSEE further agrees that LESSOR shall not become obligated to pay any damages to any third party because of any accident or other loss caused by the LESSEE, any of its agents, employees, or activities. LESSEE will reimburse LESSOR for the amount of LESSOR actual payment in damages and expenses, including legal and attorney fees related to incident thereto. **LESSEE agrees to provide a copy of such insurance policy to LESSOR at time of signing.**

ARTICLE V MAINTENANCE OF PREMISES

LESSOR will maintain the tennis courts. LESSOR will determine maintenance scheduling upon advanced receipt of written class schedules.

LESSEE shall report any repairs or potential hazards to the Parks and Recreation Department immediately.

LESSEE accepts full responsibility for protecting LESSOR'S property and equipment and assumes any and all liability for repairs and replacement for any damages done to buildings, equipment or any other LESSOR property used by LESSEE.

ARTICLE VI

SUBLEASING

LESSEE agrees and understands that it shall not sublet or assign the WESLACO CITY PARK, TENNIS or this lease agreement, or any part thereof, to a third party without the prior written consent of the LESSOR.

ARTICLE VII

MISCELLANEOUS PROVISIONS

This agreement shall be binding upon and inure to the benefit of their parties and their respective successors.

LESSOR shall have the right, at all reasonable times to make any and all repairs and/or inspections to the WESLACO CITY PARK, TENNIS.

This agreement shall be constructed under any in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

In WITNESS HEREOF, the undersigned hereby execute this lease as of the day and year first above written.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Elizabeth M. Walker, CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

IDEA WESLACO PIKE, LESSEE

BY: _____
Mrs. Silvia Martnez, PRINCIPAL

ATTEST:



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1139	
From:			
Subject: Approval of a request by Valley Nature Center to utilize Gibson Park on November 11, 2017 from 12 noon - 10 p.m. for Brew in the Woods, 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.)			
Background: This is 6th annual Brew in the Woods fundraiser. Parking lot will be closed due to minimal parking for event.			
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: Approved the last 5 years.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Approval			
Attachments, if any: Brew in the Woods 2017			
Responsibilities upon Approval:			



Valley Nature Center's
6th Annual

BREW IN THE WOODS

NOV 11 7:00 P.M.
2017 ^{TO} 10:00 P.M.

301 S. Border Ave. Weslaco, TX 78596 956.969.2475

SILENT AUCTION
BEER & WINE **\$40.00** Per
Person

DOOR PRIZES
LIVE MUSIC
RAFFLES
FOOD





Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1143	
From: Robert Lopez			
Subject: Approval authorizing the Weslaco Police Department to continue participating in the Texas LESO Program (Formerly 1033 Program) and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Texas LESO Program allows law enforcement agencies to receive Department of Defense excess property, equipment and vehicles, to include controlled property items, at no cost to the agency.			
Funding Source (budget code, if applicable): Texas LESO Program			
Amount: \$0.00	Term of Impact: 12 months	Identified in Current Budget: N/A	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: 08/16/2017 Consent Agenda #2016-382 12/06/2017 Consent Agenda #2016-658			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Stephen Mayer		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Application for Participation, Supplemental Data Sheet, State Plan of Operations, Controlled Property Request Authorization			
Responsibilities upon Approval: Research and Standards will fulfill compliance regulations.			

☐ New
☒ Update

CLEAR FORM

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

☐ Federal

☐ State

☐ Tribal

Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): _____

AGENCY: Weslaco Police Department

PHYSICAL ADDRESS (No P.O. Box): 901 N Airport Dr

CITY: Weslaco

STATE: Texas

ZIP: 78599

AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY

FULL-TIME: 72 PART-TIME: _____

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

*MAIN POC: Is the Primary POC for requests and property pickup

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Lopez, Robert E.	rlopez@weslacotx.gov	956-451-8037
SCREENER/POC #2	Espinoza, Armando	aespinoza@weslacotx.gov	956-968-8591
SCREENER/POC #3			
SCREENER/POC #4			
WEAPON/POC	Lopez, Robert E.	rlopez@weslacotx.gov	956-451-8037
AIRCRAFT/POC			
VEHICLE/POC	Lopez, Robert E.	rlopez@weslacotx.gov	956-451-8037

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate. (N/A for Federal Agencies)

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/
HEAD OF LOCAL AGENCY

Stephen Scot Mayer

DATE: _____

PRINTED NAME

SIGNATURE

STATE COORDINATOR/SPOC:
(NOT REQUIRED FOR FEDERAL AGENCIES)

PRINTED NAME

DATE: _____

SIGNATURE

LESO Team Lead Approval

AP Version: 1/28/16



TEXAS LESO PROGRAM SUPPLEMENTAL DATA SHEET

Date: 07/18/2017

Agency Name: Weslaco Police Department

ORI (Originating Agency Identification) number: TX 1081400

(Please enter same screeners in the order as listed on front page)

Screener #1: Robert E. Lopez/Captain
NAME / TITLE

Screener #2: Armando Espinoza/Lieutenant
NAME / TITLE

Screener #3: _____
NAME / TITLE

Screener #4: _____
NAME / TITLE

STATE PLAN OF OPERATIONS
BETWEEN THE STATE OF
TEXAS
AND THE
Weslaco Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the (*LEA name*) Weslaco Police Department , to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to State Law Enforcement Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug / counter-terrorism or border security activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the Defense Logistics Agency (DLA) in determining whether property is suitable for use by agencies in Law Enforcement Activities (LEAs). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is also known as the "1033 Program" or the "LESO Program" and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. OPERATIONAL AUTHORITY

The Governor of the State of Texas has designated in writing with an effective date of August 26, 2015 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program are provided by the Texas Department of Public Safety.

The provided funding is used to support assistance to the LEAs with customer service to include

computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Skylor Hearn

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N Lamar Blvd Austin, Texas 78752

EMAIL / Contact Phone Numbers: Texas1033Program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: 7AM – 5PM

B. The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for law enforcement activities, if any, which will be transferred to the (*LEA name*) Weslaco Police Department.

C. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

D. The (*LEA name*) Weslaco Police Department understands that property made available under this agreement is for the use of authorized program participants only. Property may not be obtained for any individual, organization, or agency that has not been approved as a participant in the LESO Program. All requests for property must be based on bona fide law enforcement requirements. Property will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan.

E. Controlled property (equipment) includes any property that has a demilitarization (DEMIL) Code of B, C, D, F, G, and Q; and property, regardless of demilitarization code, that was specifically identified in the Law Enforcement Equipment Working Group Report from May 2015, created pursuant to Executive Order 13688 (EO). The Working Group Report mandates that the following items be treated as controlled property:

- 1) Manned Aircraft, fixed or rotary wing
- 2) Unmanned Aerial Vehicles
- 3) Wheeled Armored Vehicles
- 4) Wheeled Tactical Vehicles
- 5) Command and Control Vehicles
- 6) Specialized Firearms and Ammunition Under .50 Cal (excluded firearms and ammunition for service-issued weapons)
- 7) Explosives and Pyrotechnics
- 8) Breaching apparatus

- 9) Riot Batons
- 10) Riot Helmets
- 11) Riot Shields

F. LEAs that request items in Paragraph E above must provide all required information outlined in the Law Enforcement Equipment Working Group Report and all information on the LESO request form. Among other specific requirements identified in these documents, LEAs will be required to certify and submit:

- 1) A detailed written justification with a clear and persuasive explanation of the need for the property and the law enforcement purposes it will serve;
- 2) Evidence of approval or concurrence by the LEA's civilian governing body (city council, mayor, etc.);
- 3) The LEA's policies and protocols on deployment of this type of property;
- 4) Certifications on required training for use of this type of property; and
- 5) Information on whether the LEA has applied, or has pending an application, for this type of property from another Federal agency.

G. The (LEA name) Weslaco Police Department must maintain and enforce regulations designed to impose adequate security measures for controlled property to mitigate the risk of loss or theft.

H. Under no circumstances will controlled property be sold or otherwise transferred to non-U.S. persons, or exported. All transfers must be approved by the State and DLA Disposition Services LESO.

I. Cannibalization requests for controlled property must be submitted in writing to the State, with final approval by the LESO. The LESO will consider cannibalization requests on a case-by-case basis.

J. The LESO conditionally transfers all excess DOD property to States / LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the LESO in perpetuity and will not be relinquished to the LEAs. When the LEA no longer has legitimate law enforcement uses for controlled property, the LEA must notify the State, who will then notify the LESO, and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the LESO Program at any time.

K. Property with a DEMIL Code of "A" is also conditionally transferred to the LEA. However, after one year from the Ship Date, the LESO will relinquish ownership and title to the LEA. Prior to this date, the State and LEA remains responsible for the accountability and physical control of the item(s) and the LESO retains the right to recall the property. Title will not be relinquished to any property with DEMIL Code of "A" that is controlled property identified in Paragraph III E.

- 1) Property with DEMIL Code of "A" will automatically be placed in an archived status on the LEAs property book upon meeting the one year mark.
- 2) Once archived, the property is no longer subject to annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
- 3) Ownership and title of DEMIL "A" items that have been archived will pass automatically from the LESO to the LEA when they are archived at the one year mark (from Ship Date) without issuance of any further documentation.
- 4) LEAs receive title and ownership of DEMIL "A" items as governmental entities. Title and ownership of DEMIL "A" property does not pass from DOD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State and local law that govern public property. Sales or gifting of DEMIL "A" property after the one year mark in a manner inconsistent with State or local law may constitute grounds to deny future participation in the LESO Program.

L. The LEAs are not authorized to transfer controlled property or DEMIL Code "A" property carried on their inventory without LESO notification and approval. Property will not physically move until the State and LESO approval process is complete.

IV. ENROLLMENT

A. An LEA must have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Reserve officers are not authorized to receive property.

- 1) The LEA shall submit an updated Application Packet to the State Coordinator's office no later than December 1 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
- 2) Once approved for participation in the program, at least one of the LEA's authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at location determined by the State Coordinator's office.
- 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA's possession. If the new CLEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return the equipment to the nearest Disposition Site or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. The State shall:

- 1) Implement LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals, and the DLA MOA the State signs.
- 2) Receive and process applications for participation from LEAs currently enrolled and those LEAs that wish to participate in the LESO Program.
- 3) Receive and recommend approval or disapprove LEA applications for participation in the LESO Program. The State Coordinators have sole discretion to disapprove LEA applications on behalf of the Governor of their State. The LESO should be notified of any applications disapproved at the State Coordinator level. The State Coordinator will only forward and recommend certified LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval / disapproval authority for all LEA applications forwarded by State Coordinators.
- 4) Ensure LEAs enrolled in the LESO Program update the LEAs account information annually (accomplished during the FY Annual Inventory in the Federal Excess Property Management Information System [FEPMIS]).
- 5) Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment. This comprehensive overview must be done within thirty (30) days and include, verbatim, the information contained in Paragraph III E of this SPO.
- 6) Ensure that screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 7) Ensure that at least one person per LEA maintains access to the FEPMIS. Account holders must be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals and the DLA MOA, each State and participating LEA within is required to conduct an annual inventory certification of controlled property, which includes DEMIL "A" for one (1) year from Ship Date. Annual inventories start on October 1 of each year and end December 1 of each year.

B. The State shall:

- 1) Receive, validate, and reconcile incoming certified inventories from the LEAs.
- 2) Ensure LEAs provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique

items as required. For equipment that does not contain a serial number, such as riot control or breaching equipment, a photograph will suffice.

- 3) Suspend the LEA as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete the annual physical inventory as required.
- 2) Provide serial numbers and photos identified in the annual inventory process for inclusion in the LESO property accounting system for all controlled property identified in Paragraph III E, small arms and other unique items, as required. For equipment that does not contain serial number, such as riot control or breaching equipment, a photograph will suffice.
- 3) Certify the accountability of all controlled property received through the LESO Program annually by conducting and certifying the physical inventory. The LEA must adhere to additional annual certification requirements as identified by the LESO.
 - a. The State requires each LEA to submit certified inventories for their Agency by December 1 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA two (2) months to physically inventory LESO Program property in their possession and submit their certified inventories to the State Coordinators.
 - (1) The LESO requires a front or side and data plate photo for Aircraft and Tactical Vehicles that are serial number controlled, received through the LESO Program.
 - (2) The LESO requires serial number photos for each small arm received through the LESO Program.
 - b. The LEAs failure to submit the certified annual inventory by December 1 may result in the agency being suspended from operations within the LESO Program. Further failure to submit the certified annual inventory may result in a LEA termination.
- 4) Be aware that High Profile Commodities (Aircraft, Tactical Vehicles and Small Arms) and High Awareness (controlled) property are subject to additional controls.

VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a Program Compliance Review (PCR) for each State that is enrolled in the LESO Program every two (2) years. The LESO reserves the right to require an annual PCR, or similar inspection on a more frequent basis for any State. The LESO PCRs are performed in order to ensure that State Coordinators, SPOCs and all LEAs within a State are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instructions and

Manuals, and the DLA MOA signed by the State.

- 1) If a State and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within the State and/or LEA.
- 2) If a State and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the LESO Program operations within the State and/or LEA.

B. The State shall:

- 1) Support the LESO PCR process by:
 - a. Contacting LEAs selected for the PCR review via phone and/or email to ensure they are aware of the PCR schedule and prepared for review.
 - b. Receiving inventory selection from the LESO. The LEA POCs shall gather the selected items in a centralized location to ensure that the LESO can efficiently inventory the items.
 - c. Providing additional assistance to the LESO as required, prior to and during the course of the PCR.
- 2) Conduct internal Program Compliance Reviews of LEAs participating in the LESO Program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. The State Coordinator must ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his / her State is completed annually. This may result in a random review of all or selected property at the LEA.
 - a. The internal PCR will include, at minimum:
 - (1) A review of each selected LEAs LESO Program files.
 - (2) A review of the signed State Plan of Operation (SPO).
 - (3) A review of the LEA application and screener's letter.
 - (4) A physical inventory of the LESO Program property at each selected LEA.
 - (5) A specific review of each selected LEAs files for the following:
DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), and other pertinent documentation as

required.

- b. The State and/or LEA will bear all expenses related to the repossession and/or turn-in of LESO Program property to the nearest DLA Disposition Services site.

VII. STATE PLAN OF OPERATION (SPO)

A. The State shall:

- 1) Identify, establish, and issue minimum criteria to be included in the SPO for the State and each participating LEA.
- 2) Establish a State Plan of Operation, developed in accordance with Federal and State law, and conforming (at minimum) to the provisions of the DLA Instruction and Manuals and the DLA MOA.
 - a. The SPO will include detailed organizational and operational authority including: staffing, budget, facilities, and equipment that the State believes is sufficient to manage the LESO Program within their State.
 - b. The SPO must address procedures for making determinations of LEA eligibility, allocation, and equitable distribution of material, accountability and responsibility concerning excess DOD personal property, inventory requirements, training and education, State-level internal Program Compliance Reviews (PCR), and procedures for turn-in, transfer, and disposal.
- 2) Enter into written agreement with each LEA, via the LESO approved State Plan of Operation, to ensure the LEA fully acknowledges the terms, conditions, and limitations applicable to property transferred pursuant to this agreement. The State Plan of Operation must be signed by the Chief Law Enforcement Official (CLEO), or assigned designee of the respective LEA, and the current State Coordinator.
- 3) Request that the LESO Suspend or Terminate an LEA(s) from the LESO Program when an LEA fails to comply with any term of DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.

VIII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY

A. All property Lost, Missing, Stolen, (LMS) damaged, or destroyed carried on a LEA's current inventory must be reported to the LESO.

- 1) Controlled property must be reported to the State and the LESO within twenty-four (24) hours. The aforementioned property may require a police and National Crime Information Center (NCIC) report submitted to the LESO, to include DEMIL "A" items that are considered controlled items in Paragraph III E.

- 2) Property with a DEMIL Code of "A" must be reported to the State and the LESO within seven (7) days.
- 3) All reports are subject to review by the DLA Office of the Inspector General (OIG).

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

IX. AIRCRAFT AND SMALL ARMS

A. All aircraft are considered controlled property, regardless of DEMIL Code. Aircraft may not be sold and must be returned to the LESO at the end of their useful life. This State Plan of Operation ensures that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

B. LEAs no longer requiring small arms issued through the LESO Program must request authorization to transfer or turn-in small arms. Transfers and turn-ins must be forwarded and endorsed by the State Coordinator's office first, and then approved by the LESO. Small Arms will not physically transfer until the approval process is complete.

C. Small Arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he / she has received the appropriate small arm(s) with the correct, specific serial number(s). Small Arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt (ECR); this Custody Receipt obtains the signature of the officer responsible for the small arm.

X. RECORDS MANAGEMENT

The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the property's DEMIL Code. All documents concerning a property record must be retained.

- 1) Property records for items with DEMIL Code of "A" must be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 2) Property records for controlled property must be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records must be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material / Hazardous Waste).
- 4) LESO Program files must be segregated from all other records.

- 5) All property records must be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

XI. LESO PROGRAM ANNUAL TRAINING

A. 10 USC § 380 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each state. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.

B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.

C. The State shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that the LESO conducts.

XII. PROPERTY ALLOCATION

A. The State Shall:

- 1) Provide the LEA with a website that will afford timely and accurate guidance, information, and links for all LEAs who work, or have an interest in, the LESO Program.
- 2) Upon receipt of a valid State / LEA request for property through the DLA Disposition Services RTD website, a preference will be given to those applications indicating that the transferred property will be used in the counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEAs inventory and justification for property.
- 3) The State and the LESO reserve the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated to an LEA. Quantity exceptions may be granted on a case-by-case basis by the LESO. Currently, the following quantity limits apply:
 - a. Small Arms: one (1) type for each qualified officer, full-time / part-time;
 - b. HMMWVs: one (1) vehicle for every three (3) officers;
 - c. MRAPs: one (1) vehicle per LEA.
- 4) The State and the LESO reserve final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DOD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DOD property via the LESO Program and will ensure LESO Program property will be used for the law enforcement activity and for law enforcement purposes only within his / her State and agency.
- 2) When requesting property, provide a justification to the State and the LESO on how the requests for property will be used in counter-drug, counter-terrorism, or border security activities of the recipient agency. Additionally, the LEA should be fair and equitable when making requisitions based on current LEA inventory and the justification for property. Generally, no more than one of any item per officer will be allocated.
- 3) Ensure screeners of property are employees of the LEA. Contractors may not conduct screening on behalf of the LEA.
- 4) Obtain access to FEPMIS to ensure the property book is properly maintained, to include but not limited to transfers, turn-ins, and disposal requests and to generate these requests at the LEA level and forward all approvals to the State for action.
- 5) Ensure at least one person per LEA maintains access to FEPMIS. FEPMIS account holders must be employees of the LEA.

XIII. PROGRAM SUSPENSION & TERMINATION

A. The State and LEA are required to abide by the terms and conditions of the DLA MOA in order to maintain active status.

B. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the DLA MOA. Suspension may lead to TERMINATION.
- 2) The State and/or the LESO have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) In coordination with the LESO, issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property, to include the LEAs Corrective Action Plan (CAP).

- 5) Suspend or terminate an LEA from the LESO Program if an LEA fails to comply with any term of the DLA MOA, the DLA Instruction and Manuals, any Federal statute or regulation, or the State Plan of Operation.
 - a. In the event of an LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized State or LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services location.
 - b. In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all LESO Program property in their possession.

C. The LEA shall:

- 1) Notify the State Coordinator's office and initiate an investigation into any questionable activity or actions involving LESO property issued to the LEA that comes to the attention of the CLEO, and is otherwise within the authority of the Governor / State to investigate. LEAs must understand that the State Coordinators, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time, and for any reason.
- 2) Understand that the State may suspend LEA(s) and/or LEA POC(s) from within their State, based upon their findings during internal Program Compliance Reviews and/or spot checks at the State level.
- 3) Initiate corrective action to rectify suspensions and/or terminations placed upon the LEA for failure to meet the terms and conditions of the LESO Program.
- 4) Be required to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and the LESO upon receipt.
- 5) Provide documentation to the State and the LESO when actionable items are rectified for the State and/or LEA(s).
- 6) The LEAs Chief Law Enforcement Official must request reinstatement as required, via the State Coordinator or SPOC(s), to full participation status at the conclusion of a suspension period.

XIV. COSTS & FEES

- 1) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program is the sole responsibility of the LEA. In the event an agency is dissolved or disbanded and no civilian governing body exists, the costs associated with the transportation and turn-in of all property in the possession of the

dissolved or disbanded LEA then becomes responsibility of the State.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the State Coordinators office or cognizant DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
- 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
- 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

The LEA is required to maintain adequate insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO program. Self-insurance by the LEA is considered acceptable. The U.S. Government and the Texas Department of Public Safety assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO program. It is recognized that State and local law generally limit or preclude State Coordinators / LEAs from agreeing to open-ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the U.S. Government and the Texas Department of Public Safety harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate

bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

XVIII. TERMINATION

A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned State Coordinator and CLEO hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

XIX. IN WITNESS THEREOF, the parties hereto have executed this agreement as of the last date written below.

Stephen Scot Mayer, Chief of Police
Type / Print Chief Law Enforcement Official Name

Chief Law Enforcement Official Signature

Date (MM/DD/YYYY)

David Suarez, City of Weslaco Mayor
Type/Print Civilian Governing Body Authorized Official

CGB Authorized Official Signature

Date (MM/DD/YYYY)

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

LAW ENFORCEMENT AGENCY EXECUTIVE ORDER 13688
CONTROLLED PROPERTY REQUEST AUTHORIZATION
FEDERAL FISCAL YEAR 2017-2018

In compliance with mandates and recommendations generated by Presidential Executive Order (EO) 13688, certain controlled property acquired through the 1033 Program requires prior authorization from the appropriate Civilian Governing Body (CGB) of the Law Enforcement Agency (LEA). As defined by the EO, a CGB has direct budgetary oversight or control over the LEAs budget appropriation.

As the authorized representative of the City of Weslaco, I, Mayor David Suarez, certify that the Weslaco Police Department is authorized to acquire the below initialed controlled property items.

_____	Breaching Apparatus
CGB initial	
_____	Riot Batons
CGB initial	
_____	Riot Helmets
CGB initial	
_____	Riot Shields
CGB initial	
_____	Rotary Wing Aircraft
CGB initial	
_____	Fixed Wing Aircraft
CGB initial	
_____	MRAP or Armored Personnel Carrier
CGB initial	
<u>X</u> _____	HMMWV (Humvee)
CGB initial	
_____	Other Controlled Vehicle
CGB initial	

Authorized Representative of
Civilian Governing Body

City of Weslaco, Mayor David Suarez

Printed Name

Date: _____

Signature

Chief Law Enforcement Official:

Chief of Police, Stephen Scot Mayer

Printed Name

Date: _____

Signature



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1176	
From: Robert Lopez			
Subject: Approval of Resolution 2017-58 on the submission of an application grant to the Office of the Governor Criminal Justice Division from the Weslaco Police Department for Rifle-Resistant Body Armor Grant Program and authorize the Mayor to execute any related documents. (Staffed by the Police Department.)			
Background: Discussion and consideration to authorize the Weslaco Police Department to apply for and receive funding for rifle-resistant body armor available through the Office of the Governor's Criminal Justice Division. There is no match requirement under this program.			
Funding Source (budget code, if applicable): Office of the Governor Criminal Justice Division			
Amount: \$60,000.00		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Elizabeth Walker		Created/Initiated	
Stephen Mayer		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Grant Announcement, Resolution 2017-58			
Responsibilities upon Approval: Research and Standards Division Captain Robert Lopez will ensure grant compliance.			



Office of the Governor

Criminal Justice Division

Funding Announcement (Amended):

***Rifle-Resistant Body Armor Grant
Program***

July 12, 2017

Opportunity Snapshot

Below is a high-level overview of many of the elements of this opportunity. Full information is provided in the funding announcement that follows.

Amendment

The original funding announcement was amended to remove restrictions on eligibility for state colleges and universities and with more explicit instructions regarding the submission of budgets.

Purpose

The purpose of this announcement is to solicit applications for projects that equip law enforcement officers at risk of shootings with rifle-resistant body armor.

Eligible Funding Areas

Funds may be used by law enforcement agencies to equip law enforcement officers with bullet-resistant personal body armor compliant with the National Institute of Justice (NIJ) standard for rifle protection.

Funds Available

It is anticipated that up to \$25 million may be funded under this announcement.

Process

Applicants will respond to this funding announcement by completing an application in eGrants <https://eGrants.gov.texas.gov>.

Budget

There is no minimum or maximum request under this program, however, applicants should consider the overall availability of funds and CJD's goal to provide resources to as many departments as possible. Funds may only be used to obtain body armor, including bulletproof vests, ballistic plates, and plate carriers.

Match

There is no match requirement under this program.

Project Periods

All projects must begin between Jan. 1 and Mar. 1, 2018. A project period may not exceed 12 months.

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, public and private colleges and universities, federally recognized Native American tribes, community colleges and hospital districts. *With the exception of the Texas Department of Public Safety, applications must be submitted by the entity operating the law enforcement agency, not the agency itself, e.g. the county government, not the sheriff's office.*

Contact Information

If additional information is needed, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

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Rifle-Resistant Body Armor Grant Program

The goal of the Governor's Criminal Justice Division (CJD) is to provide needed funding to improve public safety and support victims of crime by filling system gaps and promoting innovative solutions to common problems. In 2017, in response to the July 7th, 2016, shooting of numerous police officers in Dallas, Texas, the Legislature passed and the Governor signed Senate Bill 12, which created a grant program within the governor's office to increase the safety of Texas' law enforcement officers by assisting agencies in the purchase of rifle-resistant body armor. CJD is now accepting applications for projects under this program.

If you are interested in applying for a grant under this program, follow the four-step process outlined below.

- **Step One - Review the Process:** Get familiar with the funding announcement and the process used for this particular program.
- **Step Two - Consider the Requirements:** Consider the eligibility requirements as well as what will be required of successful applicants.
- **Step Three - Apply in eGrants.** Compile and submit your grant application. To understand how to apply online or to register for the system go to <https://eGrants@gov.texas.gov>.
- **Step Four – Funding Decisions and Grant Acceptance.** Await the funding decision, which is provided through a grant award or other notice from CJD. If you receive an award, complete the acceptance process to access funds.

Step 1: Review the Process

Timeline

Action	Date
Funding Announcement Release	July 7, 2017
Online System Opening Date	July 7, 2017
Final Date to Submit an Application	September 6, 2017 5PM CST
Earliest Start Date	January 1, 2018
Latest Start Date	March 1, 2018

Submission Method

Applicants must submit applications through via eGrants ([eGrants.gov.texas.gov](https://eGrants@gov.texas.gov)) by the deadline above.

Step 2: Consider the Requirements

Organizational Eligibility

Applications may be submitted by the Texas Department of Public Safety, and units of local government and educational institutions that operate law enforcement agencies employing peace officers under Article 2.12, Texas Code of Criminal Procedure, including municipalities, counties, independent school districts, universities, public and private colleges and universities, federally recognized Native American tribes, community colleges and hospital districts. (This announcement has been revised to remove restrictions on state public universities.)

State agencies other than the Texas Department of Public Safety are not authorized under law to apply for funds under this grant program.

With the exception of the Texas Department of Public Safety, applications must be submitted by the entity operating the law enforcement agency, not the agency itself, e.g. the county government, not the sheriff's office.

Funding and Project Period Limits

It is anticipated that up to \$25 million may be funded under this announcement. This amount represents the full level of funding available. (Funds are authorized under Senate Bill 12 and appropriated by the 85th Legislature.) The number and amount of awards will depend upon the reasonableness of costs of individual, eligible applications, and the total volume of applications received.

A project funded may not exceed a one-year grant period.

Match Requirement

There is no match requirement under this program.

Eligible Expenses

Eligible equipment. Grant funds are restricted to obtaining body armor compliant with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Eligible purchase models. Funds may be used for the outright purchase of eligible equipment, or other supply-service or subscription models. However, grant funds are restricted to the one-year project period, and costs for any subscription models or additional extended warranties that extend beyond the project period must be prorated to correspond to the project period.

Eligible officers to equip. Grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) directly employed by a law enforcement agency operated by the applicant. Funds may not be used to equip officers employed by other agencies that are not eligible to apply. CJD may prioritize the equipping of certain types of officers or applicants if the total requested

funds exceed the funds appropriated by the Legislature. (See “Selection and Fund Allocation Criteria” below under Step 4.) Only one set of body armor (partial or complete) per officer may be purchased.

Equipment purchasing. The Texas Comptroller of Public Accounts’ Statewide Procurement Division (SPD) has developed a list of Bullet Proof Vest and Body Armor that local government members may order on [Texas SmartBuy](http://www.txsmartbuy.com/) (<http://www.txsmartbuy.com/>). Grantees may find more information about available products and get assistance with purchasing equipment on the [SB12 Body Armor web page](http://comptroller.texas.gov/purchasing/contracts/body-armor.php) (<http://comptroller.texas.gov/purchasing/contracts/body-armor.php>), or contact SPD for help in evaluating vendor offers against the pricing on statewide contracts.

Because CJD is attempting to equip the maximum number of law enforcement officers in Texas, if the total funding requested by applicants exceeds available funding, applicants with more reasonable and competitive project budgets may receive priority. Not all body armor listed at the Comptroller’s website complies with the requirements of this grant program.

Ineligible Costs and Activities

Costs under this grant program are strictly limited to the procurement of eligible body armor. Grant funds may not be used to support services, activities, and costs including but not limited to:

- 1) Salaries or personnel costs, including any portion of the salary of, or any other compensation for an elected or appointed government official;
- 2) Supplanting or use of grant funds to replace any other existing federal, state or local funds;
- 3) Indirect costs;
- 4) Training and/or maintenance costs;
- 5) Travel;
- 6) Any costs ancillary to the purchase of eligible body armor, such as policy development, training costs, staff, or any other item determined ineligible or unreasonable by CJD;
- 7) Any other prohibition imposed by federal, state, or local law.

Reporting Requirements

Financial Report. At the end of each state fiscal quarter during the one-year grant period, grantees will be required to submit a financial status report via eGrants in the format required by CJD.

Progress Report. Grantees will be required to submit a single close-out report via the Public Policy Research Institute at Texas A&M University (<https://ppri.tamu.edu/>) 12 months after their project start date. Close-out reports will be very brief and will principally ask for:

- 1) Number of officers employed by the law enforcement agency;
- 2) Number of officers equipped with NIJ-compliant level III & IV body armor; and
- 3) A brief description of any shooting events in which an officer equipped with body armor purchased with grant funds was struck by gunfire.

Program-Specific Requirements

Required Agency Policies. As required by Chapter 772.0073, Texas Government Code (as passed in Senate Bill 12), an eligible organization may apply for grant funds only after its law enforcement agency adopts a policy addressing the:

- 1) Deployment and allocation of vests or plates to its officers; and
- 2) Usage of vests or plates by its officers.

CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires that the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [*“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”*](#) for more information.

NIJ Body Armor Standards. Body armor purchased with grant funds must comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers. Grantees are responsible for ensuring that any purchases meet this requirement and must certify compliance at the time of application.

Personally Fitted Vest Requirement. All body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([*Active Standard ASTM E3003*](#)) available at no cost. The [*Personal Armor Fit Assessment checklist*](#), is excerpted from ASTM E3003.

Grantees are responsible for ensuring that all purchases meet this requirement and must certify compliance at the time of application.

Standard CJD Requirements

CJD Regulations. Grantees must comply with the standards applicable to this funding source cited in the Texas Administrative Code (1 TAC Chapter 3), and all statutes, requirements, and guidelines applicable to this funding.

Uniform Crime Reports. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.

Criminal History Reporting. The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016 as of August 31, 2017

Immigration and Customs Enforcement Requests: An application requirement pertaining to full compliance with Department of Homeland Security detainer requests applies to all municipal or county governments that operate a subdivision or department that detains individuals after arrest for a criminal violation. Full text of this certification can be found on the Narrative tab of each application or at http://gov.texas.gov/cjd/dhs_detainerrequest. All applicants must select one of four options in their eGrants application to be considered for funding under this announcement.

Step 3: Apply via eGrants

Basics

To apply to CJD for these grants, you must complete or make sure you have already completed some standard requirements. All of the following are needed to apply within eGrants:

- Applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <http://fedgov.dnb.com/webform/displayHomePage.do>).
- Applicants must be registered in the federal System for Award Management (SAM) database located at <https://www.sam.gov/> and maintain an active registration throughout the grant period.
- Applicants must have or register for an account in eGrants eGrants@gov.texas.gov.

Profile Tab – Grant.Vendor Sub-Tab Direct Deposit Procedures

New Direct Deposit procedures: Applicants must upload the required [Direct Deposit forms](#), [New Payee Identification Form](#), and [W9 Form](#) for each application prior to submission. The eGrants system will not allow an application submission until these forms are attached to the application. These forms are available at <https://egrants.gov.texas.gov/updates.aspx> under the Financial Management Tools section or by clicking on the hyperlinks above.

Narrative Tab – Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency, the number of officers currently equipped with Type III and Type IV body armor, and the number proposed to be equipped under the grant for the following four categories:

- 1) Officers within a tactical response (SWAT-style) unit or specifically assigned tactical response duties;

- 2) Officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses;
- 3) All other officers employed by the agency;
- 4) All other reserve officers.

Narrative Tab – Required Certifications

There are a variety of certifications on the eGrants application that applicants are required to make when submitting their application. Applicants should carefully review these certifications, which are also found in this funding announcement’s “Appendix A: Required Certifications”.

Narrative Tab – Project Narrative

The eGrants system contains nine narrative boxes, but only one is required for this grant program. Using the headings indicated below in bold type, applicants should use the “Project Abstract” box, to describe:

- 1) **Duties.** The duties of the four categories of officers proposed to be equipped under the project, including how those duties would expose the officers to gunfire that necessitates Type III and Type IV body armor.
- 2) **History.** Any recent history of shootings that demonstrates the need for Type III and Type IV body armor.
- 3) **Non-Tactical Duties.** If the project proposes equipment for reserve officers and/or officers not engaged in tactical response duties, regular patrol, response to calls for assistance, or the execution of warrants related to criminal offenses, why such officers have a need for this level of body armor.
- 4) **Multi-Agency Breakdown.** If the project will equip more than one agency operated by an applicant, how many of each category of officer (tactical response officers; patrol/response/warrant-serving officers; other employed officers; other reserve officers) work in each agency. (For example, if a county’s application contains equipment for officers in a constable’s office and a sheriff’s office, those total should be broken-out here.)

Applicants should enter “n/a” in all other project narrative boxes.

Activities Tab – CJD Purpose Areas

Applicants must estimate the percentage of time officers proposed to be equipped under their project will be specifically assigned to:

- 1) Educational campuses;
- 2) Jails or prisons;
- 3) Juvenile facilities (not regular K-12 or college campuses);
- 4) Victim services facilities;
- 5) General (all other areas)

Activities Tab – Fund Source Information and Requirements

If the officers to be equipped with grant funds are explicitly assigned to specific educational campuses (K-12 or higher education), the applicant must enter the TOTAL students at ALL campuses that will be served by the project.

Activities Tab – OOG-Defined Project Activity Area

Applicants should assign 100% of their project activity to “Equipment and Technology”. For the Description of Activity, “Equipping officers with Type III and Type IV body armor” is sufficient.

Measures Tab

There are no additional measures required for this grant program.

Budget Tab

Applicants must submit a budget line item for each type of item being purchased, including the expected make and model of the item and the quantity of item to be purchased. For example, a budget line item listing a quantity of one and a description reading “12 bullet resistant vests” is incorrect. That budget line item should list a quantity of 12 and a description reading “Bullet resistant vests by [manufacturer] of model [model of vest]”.

Applicants receiving awards are not locked-in to the make and model of equipment in their application, but must consult with their grant manager and request a budget adjustment changing the make and model *before* making any purchases. CJD reserves the right to deny a requested change, and any purchases of equipment not listed in the approved budget are not guaranteed to be reimbursed.

Submit.Application and Certify.Application Tabs

After completing the application, submit the application by selecting the “Submit Initial Application” button on the bottom of the Submit.Application tab. (If your application is missing information, a list of errors will appear on the Submit.Application tab.)

After the initial submission, the project officials will receive an email notification. The Authorized Official must then log-in to the application and certify the application by selecting the “Certify Official Application” button at the bottom of the Certify.Application tab (only visible once the application has been initially submitted).

Applications are not complete until the Authorized Official has CERTIFIED the application, and they must do so BEFORE the application deadline.

For support documents and “how-to” videos and other resources, including the Guide to Creating an Application, see the eGrants support page at <https://egrants.gov.texas.gov/updates.aspx>.

Step 4: Review your Funding Decision

Selection and Fund Allocation Criteria

CJD will review applications to understand the overall demand for the program and for significant variations in costs per item. After this review, CJD will determine if all eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

In the event that the total requested funds exceed available funding, CJD may also prioritize applications for municipal police departments, sheriff's offices, or – within projects – officers engaged in tactical response and regular patrol/response or warrant-execution duties.

Final Decisions – All Projects: The executive director will consider the analysis described above along with other factors and make all final funding decisions. Other factors may include need, cost effectiveness, overall funds availability, CJD or state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

CJD may not fund all applications or may only award part of the amount requested. Per Title 1, Section 3.9 of the Texas Administrative Code, all funding decisions made by the executive director are final and are not subject to appeal. The receipt of an application by CJD does not obligate CJD to fund the grant or to fund it at the amount requested.

Announcements

After CJD makes final funding decisions, each applicant will receive either an unfunded notice, a preliminary decision notification, or a final grant award. The award will provide all of the conditions and requirements of the grant. Release of final grant awards are always contingent on CJD's receipt of the federal grant award under which the program is funded and CJD cannot release or guarantee funding to any applicant until that award is received and acceptance is processed and a determination is made that adequate funding is available. All grantees receiving federal and state funds must comply with the applicable statutes, rules, regulations, and guidelines related to the funding source under which the grant is funded. In instances where both federal and state requirements apply to a grantee, the more restrictive requirements apply.

Appendix: Required Certifications

Applicants must certify that they will comply with the following requirements to the extent that they are applicable. CJD, at its sole discretion, will determine the applicability of requirements:

A. Constitutional Compliance: Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

B. Required Agency Policies: Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. CJD requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. CJD also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See [“A Practitioner’s Guide To the 2011 National Body Armor Survey of Law Enforcement Officers”](#) For more information.

C. NIJ Body Armor Standards. Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

D. Personally Fitted Vest Requirement. Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. “Personally fitted” does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

- 1) Correctly-sized panels and carrier, determined through appropriate measurement; and
- 2) Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The [Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

E. Uniform Crime Reports: Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety for inclusion in the annual Uniform Crime Report (UCR) and must have been current for the twelve previous months.

F. Criminal History Reporting: The county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions reported to the Texas Department of Public Safety for calendar years 2012 through 2016, as of August 31, 2017.

G. Immigration and Customs Enforcement Requests: The full text of this certification is found at http://gov.texas.gov/cjd/dhs_detainerrequest. To be in compliance with this requirement, any county or municipal government that includes a department that detains individuals after arrest for a criminal violation must provide a letter signed by the head of each such department certifying to the requirements. This letter may be used for any application submitted to OOG for a period of up to two years from the date it is signed. If the applicant has submitted a letter to CJD in the prior year, that letter meets the requirement of this section. If that period expires during the project period of any grant, the grantee must submit an updated letter for each such grant to remain in compliance with this requirement. All applicants must select one of the following options:

- Applicant is not a county or municipal government.
- Applicant is a county or municipal government and does not include any department that detains individuals after arrest for a criminal violation at any time.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. Letters certifying compliance and signed by the heads of all such departments have been uploaded to this application.
- Applicant is a county or municipal government that includes department(s) that detain individuals after arrest for a criminal violation. The Authorized Official has read the certification found at http://gov.texas.gov/cjd/dhs_detainerrequest. Further, the Authorized Official will not be submitting signed letters certifying compliance from the heads of all such departments and understands that failure to comply with this certification may result in OOG, at its sole discretion, rejecting this application and any other application from the relevant county or municipal government.

H. Civil Rights Liaison: A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Overall Certification: Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the CJD funding announcement and *Criminal Justice Division & Homeland Security Grants Division Grantee Conditions and Responsibilities* document to be eligible for this program.

About CJD

Our mission at the Criminal Justice Division is to direct much needed resources to those who are committed to making Texas a safer place and those who help victims of crime to recover and feel safe again. In carrying out this mission, we are committed to helping our grantees by actively finding ways for them to accomplish their goals and by making sure that we always have our eye to identifying the approaches that work best. We envision positive and beneficial working relationships with our grantees where we provide as much assistance as is needed and where we are always ready with answers, not burdensome restrictions or requirements.

CJD is providing over \$250 million in funding to hundreds of organizations during state fiscal year 2016 for juvenile justice, delinquency prevention, victims services, law enforcement, prosecution, courts, specialty courts, prevention of child sex trafficking, and other types of projects to benefit Texans.

Version 4: June 30, 2017

RESOLUTION NO. 2017-58

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the Rifle-Resistant Body Armor Grant Program begins between January 1 and March 1, 2018 and not exceed 12 months; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the Office of the Governor – Criminal Justice Division Rifle-Resistant Body Armor Grant Program 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 Rifle-Resistant Body Armor Grant Program to the Office of the Governor.

Grant Number: _____.

Passed and Approved this 15th day of August, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1152
From: Mardoqueo Hinojosa		
Subject: Approval of the renewal of a Professional Services Agreement with City of La Villa for animal care services for the 2017-2018 , and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.)		
Background: To extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the City of La Villa.		
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: City Commissioner approved the original agreement on September 20, 2016.		
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 Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: Contract		
Responsibilities upon Approval: Staff will provide services for municipality.		

SECTION III PROVIDER'S RESPONSIBILITIES

PROVIDER shall facilitate LA VILLA by providing the following tasks:

- A. Provide LA VILLA with Impoundment services.
- B. Provide LA VILLA all available information pertinent to the services, including reports and any other data related to the services.
- C. The PROVIDER shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to LA VILLA under this Agreement.
- D. The PROVIDER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable State and Federal requirements in effect on the date of execution.

SECTION IV LA VILLA RESPONSIBILITY

- A. Animal Control Officers from LA VILLA must provide door tags for each animal brought into our facility. Door tags will be provided by the PROVIDER.
- B. Animal Control Officers from LA VILLA must submit all documentation needed for owner relinquished animals and quarantine animals.
- C. Animal Control Officers from LA VILLA must bag all deceased animals and place in the freezer at the shelter.
- D. Give prompt written notice to PROVIDER whenever LA VILLA observes or otherwise become aware of any deficiencies in PROVIDER services.

SECTION V CALL NOTIFICATION / REPRESENTATIVE

It is agreed and understood that each party will have a representative to communicate in the Cites behave. LA VILLA will have _____, Director of Public Works and The PROVIDER will have Joe Pedraza, Health Official. No other representative from LA VILLA may request services to the PROVIDER.

SECTION VI PAYMENTS AND FEES

LA VILLA agrees to pay the PROVIDER for professional services herein contracted for as follows:

- A. LA VILLA shall be assessed a fee \$55.00 per animal impounded at the PROVIDERS Shelter.
- B. LA VILLA shall be assessed a fee \$45.00 per deceased animal taken to the PROVIDERS Shelter.
- C. Any LA VILLA citizens seeking to reclaim their animals shall pay fees as set by the PROVIDER.
- D. Should PROVIDER need to Tranquilize or euthanize an animal on site a fee of \$100.00 per animal will be assessed.
- E. Should the PROVIDER need to Quarantine an animal a fee of \$250.00 per Animal will be assessed.
- F. Invoicing shall be completed in accordance with PROVIDER'S Finance Department regulations and a activity log will be provided with invoice.
- G. LA VILLA will approve all work submitted and authorize all payments made for services within 30 days.

SECTION VII NOTICES

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 below 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 VIII CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction is in Hidalgo County, Texas.

SECTION IX
TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement. This Agreement shall be for an initial term of one month, effective _____, 2017 and shall continue in full-force and effect through October 1, 2018. This Agreement shall automatically be extended for additional one-year term at mutually agreed upon rate, unless either party notifies the other party in writing, not less than thirty (30) days prior to the Agreement term, of their intention to terminate this Agreement.
- B. Termination, either party to this Agreement shall have the right to terminate this Contract at any time after 30 days written notice, upon payment to PROVIDER for services rendered and obligations incurred to date, according to this Contract. LA VILLA reserves the right to terminate this contract, in whole or in part, when in the best interest of LA VILLA.

SECTION X
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which LA VILLA is required to make under this contract.

If LA VILLA cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten (10) days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XI
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.

SECTION XII
HOLD HARMLESS CLAUSE

LA VILLA shall indemnify, hold harmless and defend the PROVIDER, its officers, elected or appointed, employees and agents from and against any liability or cost, including court costs and attorney's fees, resulting from all and any claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of this Agreement, due to the action or negligence of the PROVIDER.

IN WITNESS WHEREOF, PROVIDER and LA VILLA have executed three (3) copies of this Contract as of the date first above written.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____
Elizabeth Walker, City Secretary

APPROVE AS TO FORM:

Juan Gonzalez
Attorney at Law

City Attorney

CITY OF LA VILLA

BY: _____
Alma Moron, Mayor

916 South Mike Chapa St.
La Villa, Texas 78562
Phone: 956.262.2122



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1153	
From: Mardoqueo Hinojosa			
Subject: Approval of the renewal of a Professional Services Agreement with City of Mercedes for animal care services for the 2017-2018, and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.)			
Background: To extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the City of Mercedes.			
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: City Commissioner approved the original agreement on September 20, 2016.			
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 Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Contract			
Responsibilities upon Approval: Staff will provide services for municipality.			

SECTION III PROVIDER'S RESPONSIBILITIES

PROVIDER shall facilitate MERCEDES by providing the following tasks:

- A. Provide MERCEDES with Impoundment services.
- B. Provide MERCEDES all available information pertinent to the services, including reports and any other data related to the services.
- C. The PROVIDER shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to MERCEDES under this Agreement.
- D. The PROVIDER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable State and Federal requirements in effect on the date of execution.

SECTION IV MERCEDES RESPONSIBILITY

- A. Animal Control Officers from MERCEDES must provide door tags for each animal brought into our facility. Door tags will be provided by the PROVIDER.
- B. Animal Control Officers from MERCEDES must submit all documentation needed for owner relinquished animals and quarantine animals.
- C. Animal Control Officers from MERCEDES must bag all deceased animals and place in the freezer at the shelter.
- D. Give prompt written notice to PROVIDER whenever MERCEDES observes or otherwise become aware of any deficiencies in PROVIDER services.

SECTION V CALL NOTIFICATION / REPRESENTATIVE

It is agreed and understood that each party will have a representative to communicate in the Cites behave. MERCEDES will have Arturo Garcia, Director of Public Works and The PROVIDER will have Joe Pedraza, Health Official. No other representative from MERCEDES may request services to the PROVIDER.

SECTION VI PAYMENTS AND FEES

MERCEDES agrees to pay the PROVIDER for professional services herein contracted for as follows:

- A. MERCEDES shall be assessed a fee \$55.00 per animal impounded at the PROVIDERS Shelter.
- B. MERCEDES shall be assessed a fee \$43.00 per deceased animal taken to the PROVIDERS Shelter.
- C. Any MERCEDES citizens seeking to reclaim their animals shall pay fees as set by the PROVIDER.
- D. Should PROVIDER need to Tranquilize or euthanize an animal on site a fee of \$100.00 per animal will be assessed.
- E. Should the PROVIDER need to Quarantine an animal a fee of \$250.00 per Animal will be assessed.
- F. Invoicing shall be completed in accordance with PROVIDER'S Finance Department regulations and a activity log will be provided with invoice.
- G. MERCEDES will approve all work submitted and authorize all payments made for services within 30 days.

SECTION VII NOTICES

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 below 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 VIII CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction is in Hidalgo County, Texas.

SECTION IX
TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement. This Agreement shall be for an initial term of one month, effective _____, 2017 and shall continue in full-force and effect through October 1, 2018. This Agreement shall automatically be extended for additional one-year term at mutually agreed upon rate, unless either party notifies the other party in writing, not less than thirty (30) days prior to the Agreement term, of their intention to terminate this Agreement.
- B. Termination, either party to this Agreement shall have the right to terminate this Contract at any time after 30 days written notice, upon payment to PROVIDER for services rendered and obligations incurred to date, according to this Contract. MERCEDES reserves the right to terminate this contract, in whole or in part, when in the best interest of MERCEDES.

SECTION X
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which MERCEDES350 is required to make under this contract.

If MERCEDES cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten (10) days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XI
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.

SECTION XII
HOLD HARMLESS CLAUSE

MERCEDES shall indemnify, hold harmless and defend the PROVIDER, its officers, elected or appointed, employees and agents from and against any liability or cost, including court costs and attorney's fees, resulting from all and any claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of this Agreement, due to the action or negligence of the PROVIDER.

IN WITNESS WHEREOF, PROVIDER and MERCEDES have executed three (3) copies of this Contract as of the date first above written.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____
Elizabeth Walker, City Secretary

APPROVE AS TO FORM:

Juan Gonzalez
Attorney at Law

City Attorney

CITY OF MERCEDES

BY: _____
Henry Hinojosa, Mayor

400 South Ohio St
Mercedes, Texas 78570
Phone: 956.565.3114



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1154	
From: Mardoqueo Hinojosa			
Subject: Approval of the renewal of a Professional Services Agreement with City of Elsa for animal care services for the 2017-2018, and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.)			
Background: To extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the City of Elsa			
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: City Commissioner approved the original agreement on September 20, 2016.			
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 Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Contract			
Responsibilities upon Approval: Staff will provide services for municipality			

PROVIDER shall facilitate ELSA by providing the following tasks:

- A. Provide ELSA with Impoundment services.
- B. Provide ELSA all available information pertinent to the services, including reports and any other data related to the services.
- C. The PROVIDER shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to ELSA under this Agreement.
- D. The PROVIDER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable State and Federal requirements in effect on the date of execution.

SECTION IV ELSA RESPONSIBILITY

- A. Animal Control Officers from ELSA must provide door tags for each animal brought into our facility. Door tags will be provided by the PROVIDER.
- B. Animal Control Officers from ELSA must submit all documentation needed for owner relinquished animals and quarantine animals.
- C. Animal Control Officers from ELSA must bag all deceased animals and place in the freezer at the shelter.
- D. Give prompt written notice to PROVIDER whenever ELSA observes or otherwise become aware of any deficiencies in PROVIDER services.

SECTION V CALL NOTIFICATION / REPRESENTATIVE

It is agreed and understood that each party will have a representative to communicate in the Cites behave. ELSA will have _____, Director of Public Works and The PROVIDER will have Joe Pedraza, Health Official. No other representative from ELSA may request services to the PROVIDER.

SECTION VI

PAYMENTS AND FEES

ELSA agrees to pay the PROVIDER for professional services herein contracted for as follows:

- A. ELSA shall be assessed a fee \$55.00 per animal impounded at the PROVIDERS Shelter.
- B. ELSA shall be assessed a fee \$45.00 per deceased animal taken to the PROVIDERS Shelter.
- C. Any ELSA citizens seeking to reclaim their animals shall pay fees as set by the PROVIDER.
- D. Should PROVIDER need to Tranquilize or euthanize an animal on site a fee of \$100.00 per animal will be assessed.
- E. Should the PROVIDER need to Quarantine an animal a fee of \$250.00 per Animal will be assessed.
- F. Invoicing shall be completed in accordance with PROVIDER'S Finance Department regulations and a activity log will be provided with invoice.
- G. ELSA will approve all work submitted and authorize all payments made for services within 30 days.

SECTION VII NOTICES

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 below 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 VIII CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction is in Hidalgo County, Texas.

SECTION IX TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement. This Agreement shall be for an initial term of one month, effective _____, 2017 and shall continue in full-force and effect through October 1, 2018.

This Agreement shall automatically be extended for additional one-year term at mutually agreed upon rate, unless either party notifies the other party in writing, not less than thirty (30) days prior to the Agreement term, of their intention to terminate this Agreement.

- B. Termination, either party to this Agreement shall have the right to terminate this Contract at any time after 30 days written notice, upon payment to PROVIDER for services rendered and obligations incurred to date, according to this Contract. ELSA reserves the right to terminate this contract, in whole or in part, when in the best interest of ELSA.

SECTION X NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which ELSA is required to make under this contract.

If ELSA cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten (10) days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XI 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.

SECTION XII HOLD HARMLESS CLAUSE

ELSA shall indemnify, hold harmless and defend the PROVIDER, its officers, elected or appointed, employees and agents from and against any liability or cost, including court costs and attorney's fees, resulting from all and any claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of this Agreement, due to the action or negligence of the PROVIDER.

IN WITNESS WHEREOF, PROVIDER and ELSA have executed three (3) copies of this Contract as of the date first above written.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____
Elizabeth Walker, City Secretary

APPROVE AS TO FORM:

Juan Gonzalez
Attorney at Law

City Attorney

CITY OF ELSA

BY: _____
Alonzo R. "Al" Perez Jr. , Mayor

102 Diana St
Elsa, Texas 78538
Phone: 956.262.2127



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1155	
From: Mardoqueo Hinojosa			
Subject: Approval of the renewal of a Professional Services Agreement with City of Edcouch for animal care services for the 2017-2018, and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.)			
Background: To extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the City of Edcouch.			
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: City Commissioner approved the original agreement on September 20, 2016.			
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 Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Contract			
Responsibilities upon Approval: Staff will provide services for municipality.			

SECTION III PROVIDER'S RESPONSIBILITIES

PROVIDER shall facilitate EDCOUCH by providing the following tasks:

- A. Provide EDCOUCH with Impoundment services.
- B. Provide EDCOUCH all available information pertinent to the services, including reports and any other data related to the services.
- C. The PROVIDER shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to EDCOUCH under this Agreement.
- D. The PROVIDER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable State and Federal requirements in effect on the date of execution.

SECTION IV EDCOUCH RESPONSIBILITY

- A. Animal Control Officers from EDCOUCH must provide door tags for each animal brought into our facility. Door tags will be provided by the PROVIDER.
- B. Animal Control Officers from EDCOUCH must submit all documentation needed for owner relinquished animals and quarantine animals.
- C. Animal Control Officers from EDCOUCH must bag all deceased animals and place in the freezer at the shelter.
- D. Give prompt written notice to PROVIDER whenever EDCOUCH observes or otherwise become aware of any deficiencies in PROVIDER services.

SECTION V CALL NOTIFICATION / REPRESENTATIVE

It is agreed and understood that each party will have a representative to communicate in the Cites behave. EDCOUCH will have _____, Director of _____ and The PROVIDER will have Joe Pedraza, Health Official. No other representative from EDCOUCH may request services to the PROVIDER.

SECTION VI PAYMENTS AND FEES

EDCOUCH agrees to pay the PROVIDER for professional services herein contracted for as follows:

- A. EDCOUCH shall be assessed a fee \$55.00 per animal impounded at the PROVIDERS Shelter.
- B. EDCOUCH shall be assessed a fee \$45.00 per deceased animal taken to the PROVIDERS Shelter.
- C. Any EDCOUCH citizens seeking to reclaim their animals shall pay fees as set by the PROVIDER.
- D. Should PROVIDER need to Tranquilize or euthanize an animal on site a fee of \$100.00 per animal will be assessed.
- E. Should the PROVIDER need to Quarantine an animal a fee of \$250.00 per Animal will be assessed.
- F. Invoicing shall be completed in accordance with PROVIDER'S Finance Department regulations and a activity log will be provided with invoice.
- G. EDCOUCH will approve all work submitted and authorize all payments made for services within 30 days.

SECTION VII NOTICES

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 below 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 VIII CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction is in Hidalgo County, Texas.

SECTION IX
TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement. This Agreement shall be for an initial term of one month, effective _____, 2017 and shall continue in full-force and effect through October 1, 2018. This Agreement shall automatically be extended for additional one-year term at mutually agreed upon rate, unless either party notifies the other party in writing, not less than thirty (30) days prior to the Agreement term, of their intention to terminate this Agreement.
- B. Termination, either party to this Agreement shall have the right to terminate this Contract at any time after 30 days written notice, upon payment to PROVIDER for services rendered and obligations incurred to date, according to this Contract. EDCOUCH reserves the right to terminate this contract, in whole or in part, when in the best interest of EDCOUCH.

SECTION X
NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which EDCOUCH is required to make under this contract.

If EDCOUCH cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten (10) days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XI
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.

SECTION XII
HOLD HARMLESS CLAUSE

EDCOUCH shall indemnify, hold harmless and defend the PROVIDER, its officers, elected or appointed, employees and agents from and against any liability or cost, including court costs and attorney's fees, resulting from all and any claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of this Agreement, due to the action or negligence of the PROVIDER.

IN WITNESS WHEREOF, PROVIDER and EDCOUCH have executed three (3) copies of this Contract as of the date first above written.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____
Elizabeth Walker, City Secretary

APPROVE AS TO FORM:

Juan Gonzalez
Attorney at Law

City Attorney

CITY OF EDCOUCH

BY: _____
Virginio Gonzalez Jr. , Mayor

211 Southern Ave
Edcouch, TX 78538
Phone: 956.262.2140



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1156	
From: Mardoqueo Hinojosa			
Subject: Approval of the renewal of a Professional Services Agreement with City of Donna for animal care services for the 2017-2018 , and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement.)			
Background: To extend a Professional Services Agreement to provide technical services by providing animal control and mainly impoundment services for the City of Donna.			
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: City Commissioner approved the original agreement on March 21, 2017.			
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 Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Contract			
Responsibilities upon Approval: Staff will provide services for municipality.			

PROVIDER'S RESPONSIBILITIES

PROVIDER shall facilitate DONNA by providing the following tasks:

- A. Provide DONNA with Impoundment services.
- B. Provide DONNA all available information pertinent to the services, including reports and any other data related to the services.
- C. The PROVIDER shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to DONNA under this Agreement.
- D. The PROVIDER shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and applicable State and Federal requirements in effect on the date of execution.

SECTION IV DONNA RESPONSIBILITY

- A. Animal Control Officers from DONNA must provide door tags for each animal brought into our facility. Door tags will be provided by the PROVIDER.
- B. Animal Control Officers from DONNA must submit all documentation needed for owner relinquished animals and quarantine animals.
- C. Animal Control Officers from DONNA must bag all deceased animals and place in the freezer at the shelter.
- D. Give prompt written notice to PROVIDER whenever DONNA observes or otherwise become aware of any deficiencies in PROVIDER services.

SECTION V CALL NOTIFICATION / REPRESENTATIVE

It is agreed and understood that each party will have a representative to communicate in the Cites behave. DONNA will have _____, Director of Public Works and The PROVIDER will have Joe Pedraza, Health Official. No other representative from DONNA may request services to the PROVIDER.

SECTION VI PAYMENTS AND FEES

DONNA agrees to pay the PROVIDER for professional services herein contracted for as follows:

- A. DONNA shall be assessed a fee \$55.00 per animal impounded at the PROVIDERS Shelter.
- B. DONNA shall be assessed a fee \$45.00 per deceased animal taken to the PROVIDERS Shelter.
- C. Any DONNA citizens seeking to reclaim their animals shall pay fees as set by the PROVIDER.
- D. Should PROVIDER need to Tranquilize or euthanize an animal on site a fee of \$100.00 per animal will be assessed.
- E. Should the PROVIDER need to Quarantine an animal a fee of \$250.00 per Animal will be assessed.
- F. Invoicing shall be completed in accordance with PROVIDER'S Finance Department regulations and a activity log will be provided with invoice.
- G. DONNA will approve all work submitted and authorize all payments made for services within 30 days.

SECTION VII NOTICES

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 below 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 VIII CHOICE OF LAW

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction is in Hidalgo County, Texas.

SECTION IX TERM OF AGREEMENT AND TERMINATION

- A. Term of Agreement. This Agreement shall be for an initial term of one month, effective _____, 2017 and shall continue in full-force and effect through October 1, 2018. This Agreement shall automatically be extended for additional one-year term at mutually agreed upon rate, unless either party notifies the other party in writing, not less than thirty (30) days prior to the Agreement term, of their intention to terminate this Agreement.
- B. Termination, either party to this Agreement shall have the right to terminate this Contract at any time after 30 days written notice, upon payment to PROVIDER for services rendered and obligations incurred to date, according to this Contract. DONNA reserves the right to terminate this contract, in whole or in part, when in the best interest of DONNA.

SECTION X NON-APPROPRIATIONS

Notwithstanding anything in the contract documents to the contrary, any and all payments which DONNA is required to make under this contract.

If DONNA cannot appropriate sufficient funding, then either party has the right to terminate the contract by providing ten (10) days written notice to the other party.

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION XI 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.

SECTION XII HOLD HARMLESS CLAUSE

DONNA shall indemnify, hold harmless and defend the PROVIDER, its officers, elected or appointed, employees and agents from and against any liability or cost, including court costs and attorney's fees, resulting from all and any claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of this Agreement, due to the action or negligence of the PROVIDER.

IN WITNESS WHEREOF, PROVIDER and SAN JUAN have executed three (3) copies of this Contract as of the date first above written.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

255 S Kansas
Weslaco, Texas 78596
Phone: 956.968.3181
Fax: 956.973.3128

ATTEST:

BY: _____
Elizabeth Walker, City Secretary

APPROVE AS TO FORM:

Juan Gonzalez
Attorney at Law

City Attorney

CITY OF DONNA

BY: _____
Irene Muñoz, Mayor

307 S. 12TH Street
Donna, Texas 78537
Phone: 956.464.3314



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1160
From: Mardoqueo Hinojosa		
Subject: Approval of the annual renewal of a general service contract with Carahsoft for Accela software subscription services in an amount not to exceed \$31,998.00 and authorize the Mayor to execute any related documents. (Staffed by Planning and Code Enforcement Department.)		
Background: City entered into an agreement with Carahsoft for Accela software and implementation services in late 2015. The contract includes yearly renewals for a total contract of 5 years with a maximum of 2% increments per year. Staff completed implementation of Accela software for Planning, Building, Code Enforcement and Licensing. This software now allows citizen access to view all building, health, garage and subdivision permits. It also allows for general and trade contractors to create an account in order to access permits, request inspections and apply for permits online.		
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: September 6, 2016 received approval for renewal. August 18, 2015 received approval of proposal.		
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 Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval of yearly renewal		
Attachments, if any: Carahsoft-Accela Inc Quote & Terms and Conditions		
Responsibilities upon Approval:		

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GOVERNMENT - PRICE QUOTATION



ACCELA GOVERNMENT AT CARAHSOFT

carahsoft®

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM

TO: Jose Pena
IT Director
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

FROM: Alex Stanton
Carahsoft Technology Corp.
1860 Michael Faraday Drive
Reston, Virginia 20190

EMAIL: jpena@weslacotx.gov

EMAIL: Alex.Stanton@carahsoft.com

PHONE: (956) 968-6253 **FAX:**

PHONE: (703) 871-8522 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
Term: December 20, 2011 - December 19, 2021
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 9732461
QUOTE DATE: 07/17/2017
QUOTE EXPIRES: 08/31/2017
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$31,998.00

TOTAL QUOTE: \$31,998.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
2	SS10APFMSAS0001-R2	Accela Civic Platform - Subscription User Annual User Fee Renewal - 12 Months (2nd Renewal Term) Accela Inc Start Date: 09/04/2017 End Date: 09/03/2018		\$2,133.20 GSA	15	\$31,998.00
SUBTOTAL:						\$31,998.00
TOTAL PRICE:						\$31,998.00
TOTAL QUOTE:						\$31,998.00

Purchase order must reference the Carahsoft GSA Schedule Number
Purchase order must reference the attached Accela Terms & Conditions
Subscription Fees will be billed and due upon signing
Year 3 of the 5 Year Contract
Start Date: 09/04/17
End Date: 09/03/18

Accela End User Subscription Terms and Conditions
(Accela Civic Platform, Accela Citizen Access Subscription)

As used herein, "Accela" refers to Accela, Inc., the owner of the Subscriptions Services. "Customer" or "End User" refers to the entity that executes a sales order with Reseller, Carahsoft Technology Group, for Accela Subscription Services. By installing or using the licensed software from Accela, Inc., the End User ("Customer") is agreeing to be bound by the Accela End User Subscription Terms and Conditions. The Accela software products ("Software") are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, up to the limitations determined by the license purchased, subject to the following terms and conditions:

1. Customer's subscription term commences on the date Accela provides appropriate access credentials to Customer's designated technical contact, indicating that the application services identified in the Order ("Subscribed Services") are available for Customer's subscription use. Said date is Customer's "Service Date" for purposes of designating the start of any subscription term. Subscription terms are twelve (12) calendar months in duration. The Subscribed Services are non-refundable, except as otherwise specifically-provided herein.
2. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer shall issue each authorized user a unique user identification code to enable such authorized user to access the Service as permitted hereunder and user identification codes shall not be shared, rotated, or issued on a concurrent-usage basis; c) Customer may not make any form of derivative work from the Subscribed Services; d) Customer may not obscure, alter, or remove any confidentiality or remove or modify any copyright, trademark, or other proprietary notices; e) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder or duplicate, copy, reproduce or publish the Map Images other than for Customer's internal business purposes; f) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms and shall report to Accela any actual or suspected violations of these Terms; g) use the Map Images for other than through the Website and Service; and h) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela.
3. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

4. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month during live production. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

5. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below and apply to live-production environments. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	Credit
≥99.9%	None
<99.9% but ≥99.0%	15%
<99.0% but ≥95.0%	35%
<95.0%	100%

6. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

7. The following are not covered by these Terms and Conditions, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

8. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with: (i) a copy of its data in a database dump file not more than once per calendar quarter, (ii) an APO property conversion upload, not more than twice per annual term, and (iii) a Crystal Report placement not more than ten (10) times per annual term. Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Customer may request that Accela provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela. Subject to the limitations above, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that

Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

9. Accela warrants that it has full power and authority to grant this license and that, as of the effective date, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software or Subscription Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or Subscription Services or modify same so that it does not infringe. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

10. Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose. Third-party applications which utilize or rely upon the Services may be adversely affected by remedial or other actions performed pursuant to these Terms and Conditions; Accela bears no liability for and has no obligation to remedy such effects. Except as set forth herein, Accela provides all Subscribed Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables.

11. LIMIT OF LIABILITY: ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Either Accela or Customer may terminate if the other party materially breaches these Terms and Conditions and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration, all rights granted to Customer are cancelled and revert to Accela.

13. The limitations and waivers described in Sections 10, 11, and 13 will survive the End of Term. Section 8 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period.



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1067	
From: David Arce			
Subject: Discussion and consideration on Resolutions 2017-56 and 2017-57 appointing two board members to expired terms on the Parks and Recreation Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks Department.)			
Background: Two park board member terms are set to expire in September 2017 for Joe Vidales and Lupe Garcia. Vidales has emailed us and wishes to continue serving. Garcia verbally told Elizabeth Walker he wishes to continue serving.			
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		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments:			
Staff Recommendation: Approval			
Attachments, if any: 16 Board Appt., Roster Parks Advisory Board, Notice of continued interest-Joe Vidales, Resolution 2017-56, Resolution 2017-57			
Responsibilities upon Approval:			

City of Weslaco Boards and Committees
Prepared by Office of the City Secretary, Updated August 2016

	Member Qualifications										Defined Duties							
	character	citizenship	residency	age	public officer	taxpayer/property owner	qualified voter	management experience	subject interest	no litigation	# members	# quorum	term length (st = staggered)	term limits	meeting schedule	designated final authority	governing statutes	appointing authority
Adjustments & Appeals to Zoning Ordinance						X					5	4	2yr		reg interval	X	Sec 150-19	CC
Adjustments & Appeals to Building Codes											7	4	4yr		min. 3 mths		Art IX Sec 280-283	CC
Ambulance Advisory Board		X									7	4	2yr		3/year		Art I, Sec 14-1	CC
Animal Shelter Advisory Committee		X									5*	2	st3yr	3*	72hr notice		Ord 2012-02	CC
Civil Service Commission	X	X	>3yr	>25	>3yr			X	X		7	4		2*	monthly		Ch 143	appt by CM, confirm by CC
Economic Development Corporation	X	X	X								7	3	3yr	2	2/year		Bylaws, Art of Inc	7 at large; confirm by CC
Hotel Occupancy Tax Advisory Committee					no						5	5	2yr				Ord 2015-09	CC
Housing Authority Board											5	5	2yr				LGC Sec 392.033	appt by Mayor
Library Board											5	5	2yr				Art II Sec 78.21-28	CC
Parks & Recreation Advisory Board											7	7	3yr				Art IV Sec 98	CC
Planning & Zoning Commission		X	X			X	X				7	3	3yr				Art III Sec 2.98-103	CC
Public Facilities & Transportation Improvements Naming Committee		X	X								7		st3yr				Ord 2011-16	CC
																	Art 1526j, Vernons	
Weslaco Health Facilities Development Corporation											3+		6 yrs				TX Civil Statue	CC
Weslaco Mid-Valley Airport Committee											7		st3yr				Art II Sec 6-33	CC
Weslaco 100		X	X								16		3yrs				R2013-52	CC



Application for Service

City of Weslaco Boards and Committees

Name of Applicant:		Telephone Number:	
E-Mail Address:		Alternate Phone Number (work/cell):	
Home Address:		☐ Inside City Limits ☐ Outside City Limits	
City:	State:	Zip Code:	
How many years have you lived at this residence?		Do you own this house? ☐ Yes or ☐ No	
Preference for consideration, naming committees on which you desire to serve: 1.) 2.) 3.)			
List of Civic Involvement and Business Experience:			
Have you been bonded or eligible to obtain one? ☐ Yes or ☐ No		Are you currently suing or being sued by the City of Weslaco or any of its entities? ☐ Yes or ☐ No	
Are you related to any member of the Commission? ☐ Yes or ☐ No		If so, who and how?	
Have you previously served on a City board? ☐ Yes or ☐ No		If so, which and when?	
Have you ever been elected to public office? ☐ Yes or ☐ No		If so, which and when?	
Do you consent to release this info to the public? ☐ Yes or ☐ No		Are you age 25 or older? ☐ Yes or ☐ No	
The statements I have made on this Application for Service are truthful and I am not disqualified to serve due to nepotism, City of Weslaco Charter or Ordinances or State of Texas laws.		Timestamp of Receipt:	
Applicant's Signature:			
Optional Demographic Information: Self Identification			
Gender:			
Age:			
Race:			
Religion:			
Citizenship:			

RESOLUTION NO. 2014-62

STATE OF TEXAS § RESOLUTION ESTABLISHING A SCREENING,
 APPOINTMENT, CONFIRMATION AND
COUNTY OF § ATTENDANCE POLICY FOR SERVICE ON
HIDALGO CITY OF WESLACO BOARDS, COMMISSIONS,
 § AUTHORITIES AND COMMITTEES
CITY OF WESLACO

WHEREAS, The City of Weslaco has Standing Committees, Boards, Authorities and Commissions (hereafter called “Boards”) that assist and recommend to the Weslaco City Commission programs and projects that benefit the citizens of Weslaco; and

WHEREAS, The Weslaco City Commission (hereafter called “Commission”) also periodically creates *Ad Hoc* Boards to assist the City of Weslaco in addressing unexpected issues, projects or concerns; and

WHEREAS, The Commission desires the best qualified individuals on these Boards to represent a diverse cross section of the citizens of Weslaco.

NOW THEREFORE BE IT RESOLVED THAT The Weslaco City Commission hereby adopts the following Policy for the screening, appointment and confirmation of individuals to serve on the various Boards.

A. Screening

Interested individuals shall submit to the City Secretary a Board application which will contain: 1) contact and demographic data; and 2) educational, professional, civic and other relevant credentials. This application will be kept on file until the end of the fiscal year in which it was submitted, ending on September 30.

Individuals shall confirm receipt the City’s diversity, affirmative action, nepotism, ethics policies; the Board’s mission, duties and responsibilities as established by Ordinance or other order; and other relevant documents. Individuals must agree to abide by Weslaco City Charter and applicable Ordinances, and state and federal laws.

B. Appointment

The City Manager may recommend the best qualified individuals to the City Commission. The Commission will attempt to appoint the best qualified individuals that will fairly represent the demographic characteristics of Weslaco.

To ensure greater public participation, individuals shall not serve concurrently on more than one Board, unless the Commission makes an exemption.

The Commission shall make fair and deliberative appointments that comply with the Weslaco City Charter and applicable Ordinances, and state and federal laws.

C. Confirmation

Prior to appointment by the Commission, individuals should confirm that they remain interested in serving on a particular Board by either: 1) attending the Commission meeting which has the item on the Commission's Agenda; or 2) submitting a written statement of interest to the Mayor.

D. Attendance

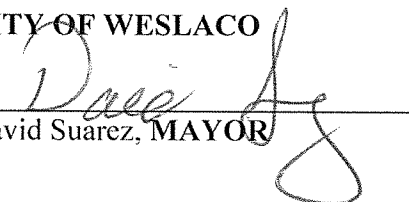
Three absences, not limited to consecutive, from any board or committee as appointed is established as just cause for removal and replacement by the Commission.

E. Qualification

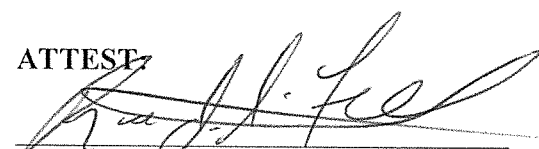
Individuals that have pending litigation against the City of Weslaco or any of its entities shall not be eligible for an appointment to City of Weslaco Committees, Boards, Authorities and Commissions.

PASSED AND APPROVED on this 2nd day of December, 2014.

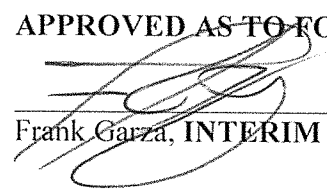
CITY OF WESLACO


David Suarez, MAYOR

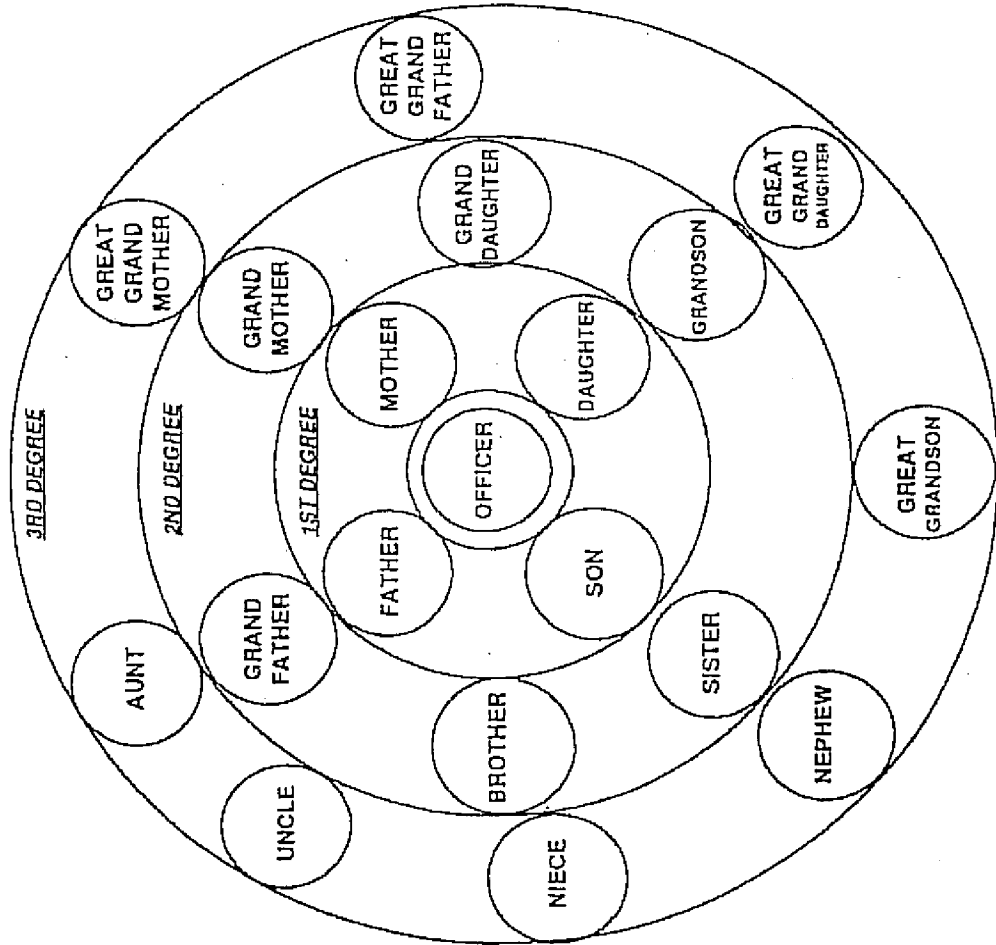
ATTEST

 wcc 12/2/14
Rebekah de la Fuente, INTERIM CITY SECRETARY

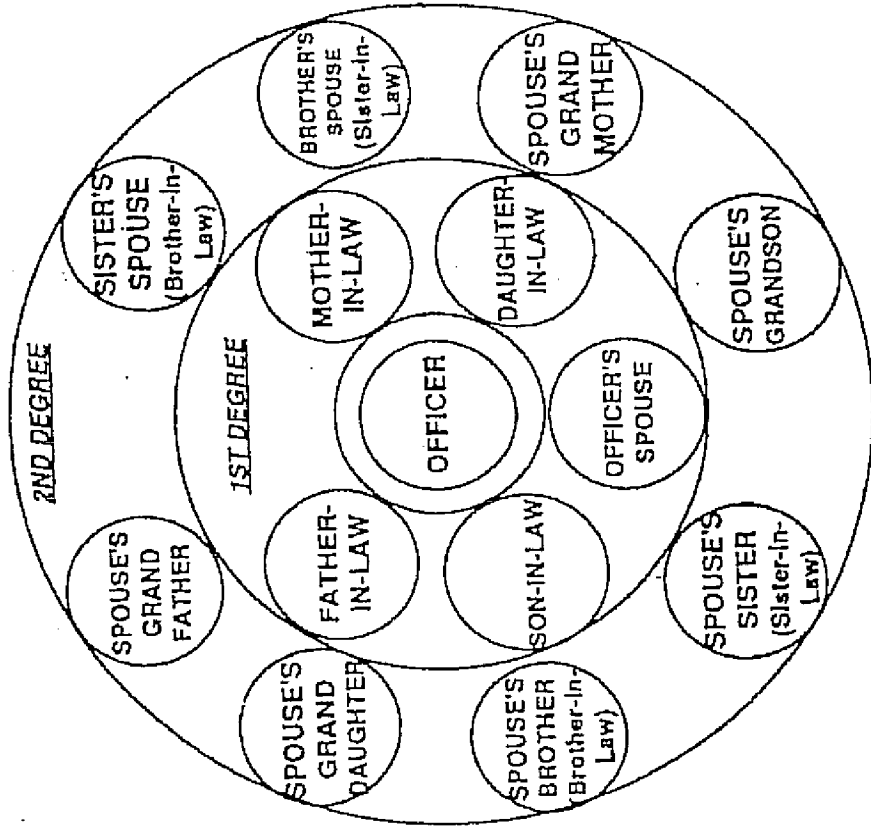
APPROVED AS TO FORM:


Frank Garza, INTERIM CITY ATTORNEY

TEXAS NEPOTISM 1992



Consanguinity Kinship Chart
(Blood)



Affinity Kinship Chart
(Marriage)

PARKS & RECREATION ADVISORY BOARD

FIRST NAME	LAST NAME	TERM EXPIRES
Juan J.	Flores, III	10/22/2019
Joe	Vidales	9/20/2017
Lupe	Garcia	9/20/2017
Ismael	Quiroz	3/5/2018
Johnny	Cavazos	10/16/2019
Enrique "Rick"	Rodriguez	11/18/2019
Oscar	Caballero	10/9/2019

Revised 112116 mv

Adelaida Vega

From: Elizabeth M. Walker
Sent: Friday, August 11, 2017 8:09 AM
To: Joe Vidales
Cc: David Arce; Adelaida Vega
Subject: RE: Parks Advisory Board

Good morning, Mr. Vidales:

Received, thank you. I will share with the Commission.
EW

From: Joe Vidales [mailto:joetex309@gmail.com]
Sent: Friday, August 11, 2017 6:20 AM
To: Elizabeth M. Walker <ewalker@weslacotx.gov>
Subject: Parks Advisory Board

Ms. Walker,

My term on the Board is nearing its end. I would like to continue on the Board.

Thank you.

--

Joe Vidales

RESOLUTION NO. 2017-56

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PARKS & RECREATION BOARD.**

WHEREAS, the City of Weslaco has established the Parks & Recreation Board pursuant to Section 98-83 of the Weslaco Municipal Code of Ordinances; and

WHEREAS, the terms of the members of this board are for three years; however, following the restructuring of this Board to consist of seven members, certain terms shall be assigned for two years so that terms are staggered such that no quorum of members expires simultaneously; and

WHEREAS, the Parks & Recreation 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 a three-year term on the Parks & Recreation Board and the term will begin on _____, 2017 and end on _____, 2020.

PASSED AND APPROVED on this 15th day of August 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-57

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PARKS & RECREATION BOARD.**

WHEREAS, the City of Weslaco has established the Parks & Recreation Board pursuant to Section 98-83 of the Weslaco Municipal Code of Ordinances; and

WHEREAS, the terms of the members of this board are for three years; however, following the restructuring of this Board to consist of seven members, certain terms shall be assigned for two years so that terms are staggered such that no quorum of members expires simultaneously; and

WHEREAS, the Parks & Recreation 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 a three-year term on the Parks & Recreation Board and the term will begin on _____, 2017 and end on _____, 2020.

PASSED AND APPROVED on this 15th day of August 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

RESOLUTION NO. 2017-59

**THE STATE OF TEXAS § A RESOLUTION APPOINTING THE MAYOR
COUNTY OF HIDALGO § AND ONE COMMISSIONER TO THE
CITY OF WESLACO § HIDALGO COUNTY REGIONAL FOREIGN
 TRADE ZONE**

WHEREAS, the creation of the Hidalgo County Regional Foreign Trade Zone (the “HCRFTZ”) in accordance with applicable state and federal statutes is to promote the competitiveness of businesses within HCRFTZ;

WHEREAS, the Hidalgo County Regional Foreign Trade Zone Board of Directors shall consist of six (6) Directors;

WHEREAS, each Director must be the Mayor or County Judge of a Member or, with respect to the sixth slot on the Board of Directors, a City Commissioner of the City of Weslaco. The initial Board of Directors is comprised of persons holding the following offices: Mayor, City of Weslaco; Mayor, City of Edinburg; Mayor, City of Pharr; Mayor, City of Donna; County Judge, County of Hidalgo; and one City Commissioner, City of Weslaco.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO that the Mayor of Weslaco, David Suarez, and Commissioner _____ be appointed as the official members of the Hidalgo County Regional Foreign Trade Zone Board of Directors.

PASSED AND APPROVED this 15th day of August, 2017.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Elizabeth M. Walker, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1126	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration of playscape at Pecan Grove Park and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on August 1, 2017; Staffed by Parks and Recreation Department.)			
Background: The parks department has been cutting and maintaining the grass at Pecan Grove Park. We had resistance when installing the new play structure, and we continued with the install. With plans to install a basketball court, restrooms, and a park sign, progress stopped. We continued to maintain the grass only, but now need direction to move forward with establishing the park or stop investing in property that is not city owned. We have been unable to get a hold of the developer or the home owners association that is now in charge of this subdivision.			
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		Created/Initiated	
David Arce		Approved	
Mike Perez		Final Approval	
City Manager Comments: Remain on table until next meeting.			
Staff Recommendation: Table until we contact HOA or developer.			
Attachments, if any: PECAN GROVE PHASE 1 APPRAISAL DIST., PARKLAND DEDICATION, PECAN GROVE PHASE 1 PARKLAND RESTRICTION			
Responsibilities upon Approval:			

Hidalgo CAD

Property Search Results > 682758 CITY OF WESLACO for Year 2017

Property

Account

Property ID:	682758	Legal Description:	PECAN GROVE PH 1 LOT C LOT C7 (PARKLAND)
Geographic ID:	P5005-01-00C-00C7-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	TX	Map ID:	CWL VOL 45 PG 174-17
Neighborhood:	PECAN GROVE PH1		
Neighborhood CD:	P500501		

Owner

Name:	CITY OF WESLACO	Owner ID:	121752
Mailing Address:	255 S KANSAS AVE WESLACO, TX 78596-6158	% Ownership:	100.0000000000%
		Exemptions:	EX-XV

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$683,634	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$683,634	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$683,634	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$683,634	

Taxing Jurisdiction

Owner:	CITY OF WESLACO
% Ownership:	100.0000000000%
Total Value:	\$683,634

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
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CAD	APPRAISAL DISTRICT	0.000000	\$683,634	\$0	\$0.00
CWL	CITY OF WESLACO	0.666700	\$683,634	\$0	\$0.00
DR1	DRAINAGE DISTRICT #1	0.095100	\$683,634	\$0	\$0.00
GHD	HIDALGO COUNTY	0.590000	\$683,634	\$0	\$0.00
JCC	SOUTH TEXAS COLLEGE	0.185000	\$683,634	\$0	\$0.00
R02	ROAD DIST 02	0.000000	\$683,634	\$0	\$0.00
SST	SOUTH TEXAS SCHOOL	0.049200	\$683,634	\$0	\$0.00
SWL	WESLACO ISD	1.139700	\$683,634	\$0	\$0.00
Total Tax Rate:		2.725700			
Taxes w/Current Exemptions:					\$0.00
Taxes w/o Exemptions:					\$18,633.81

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	4.4209	192573.00	0.00	0.00	\$683,634	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2017	\$0	\$683,634	0	683,634	\$0	\$683,634
2016	\$0	\$298,488	0	298,488	\$0	\$298,488
2015	\$0	\$298,488	0	298,488	\$0	\$298,488
2014	\$0	\$298,488	0	298,488	\$0	\$298,488

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1		CONV	CONVERSION	MARTINEZ ALMA MIRELLA	SOUTHERN ORCHARD LP			
2		UNKN	UNKNOWN	SOUTHERN ORCHARD LP	CITY OF WESLACO			

Tax Due

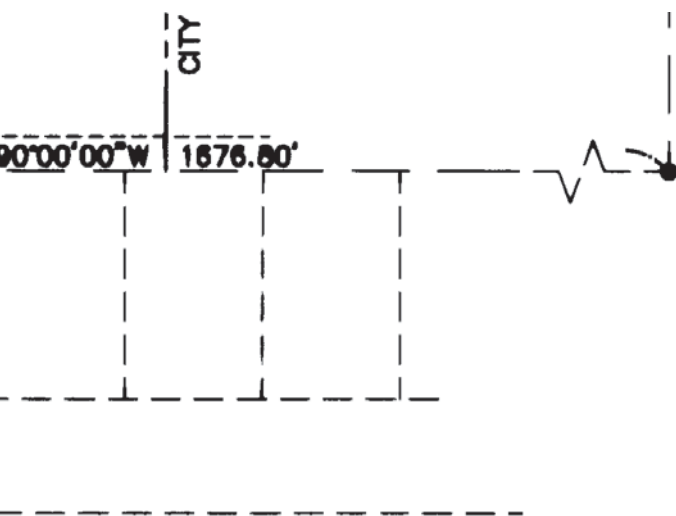
Property Tax Information as of 07/25/2017

Amount Due if Paid on: 

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due
------	---------------------	---------------	----------	-----------------	--------------	-------------------------------	---------------	------------

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466



C. REAR: 25'

2. MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB ELEVATION.
3. NO PERMANENT BUILDINGS SHALL BE BUILT OVER ANY EASEMENT. ANY IMPROVEMENTS EXISTING INSIDE EASEMENTS, IF DESTROYED BY THE EASEMENT OWNER, SHALL BE REPLACED BY THE LOT OWNER AT THEIR SOLE EXPENSE.
4. ALL LOT CORNERS HAVE BEEN SET WITH 1/2" REBAR.
5. LOT OWNERS WILL CONNECT TO CITY SERVICE WHEN THEY BECOME AVAILABLE.
6. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN SWALE EASEMENTS, AND LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALES.
7. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 9 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 9.
8. NO MORE THAN ONE SINGLE-FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. THERE SHALL BE NO OTHER USE, OTHER THAN A SINGLE FAMILY DWELLING UNLESS IT IS SPECIFIED ON THE PLAT THAT A LOT CAN BE USED FOR SOMETHING OTHER THAN RESIDENCE.
9. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
10. RESTRICTIONS OF RECORD VIA SEPARATE DOCUMENT.
11. PARKLAND AS NOTED IS HEREBY DEDICATED TO THE CITY OF WESLACO. VIA THE TERMS AND CONDITIONS OF A SEPARATE DEDICATION AGREEMENT OF RECORD.
12. LOTS FACING MILE 3 WEST (F.M. 1015) WILL BE USED AS COMMERCIAL.
13. SIDEWALKS WILL BE CONSTRUCTED WITH SIDEWALK RAMP.
14. STREET SIGNS, TRAFFIC CONTROL SIGNS, AND STREET LIGHTING IS THE RESPONSIBILITY OF THE DEVELOPER AND MUST BE INSTALLED PRIOR TO ISSUANCE OF A BUILDING PERMIT.

CURVE TABLE

RADIUS	DELTA	TANGENT	CHORD	CH-BEARING
5.00	93°13'31"	15.87	21.80	S24°08'46"W
25.00	9°23'40"	26.70	53.23	N66°03'42"E
5.00	94°00'00"	16.09	21.94	N71°38'08"W
0.00	52°54'12"	44.78	80.18	S51°05'14"E
28.00	20°59'06"	134.83	265.15	S88°01'53"E
5.00	52°35'21"	7.41	13.29	N72°13'45"W
0.00	284°02'07"	39.04	81.54	N07°57'08"W
5.00	51°22'27"	7.22	13.00	N55°43'07"E

PRINCIPAL CONTACTS

OWNER	ENGINEER	SURVEYOR
SOUTHERN ORCHARD, L.P. VIA ITS MANAGING PARTNER SOUTHERN TRADES MANAGEMENT, LLC RICARDO R. RUBIANO, MANAGER PO BOX 251	FREDDIE E. DIPPEL, JR.	FREDDIE E. DIPPEL, JR.
	3103 BEE CAVE RD. STE. 202 AUSTIN, TX 78746 PH (512) 327-2946 FAX (512) 327-2977	

Restrictions, Conditions and Usage Terms for Park Acreage Dedication

This declaration of covenants and restrictions is made as of _____ 2003 by Southern Orchard LP, a Texas limited partnership, (hereinafter "Declarant") acting by and through its duly authorized managing partner, Southern Trades Management LLC, a Texas limited liability company, and is as follows:

WHEREAS, Declarant is the owner of all of approximately 14 acres of land proposed for dedication to be used as the site for a city park ("Park Acreage") in the Pecan Grove Subdivision, a subdivision in the City of Weslaco, Hidalgo County, Texas as shown by the plat thereof recorded in Book _____, Page _____ of the Plat Records of Hidalgo County, Texas (the "Subdivision").

NOW, THEREFORE, Declarant states that all of the above mentioned Park Acreage in the Subdivision are and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, and uses hereinafter set forth:

Designation of Use

1. The Park Acreage shall only be used for the installation of sports fields, jogging/walking trails, green areas and a swimming pool. No trade, professional, market, retail sales, business or commercial purpose of any kind shall be carried on, within or on any said Lots.

Retention of Easements

2. Easements are reserved as indicated on the recorded plat for utility installation and maintenance. Within these easements, no structures, trees, vines, plants or any other thing shall be placed or permitted to remain which may interfere with the purposes for which the easement is intended, and the easement area of the Park Acreage shall be maintained continuously by the City of Weslaco, except for the improvements for which a public utility or public authority is responsible.

Land Dedication, Lease & Purchase

3. The Owners of the Pecan Grove Subdivision, or their assigns, ("Subdivision Owners") will dedicate the 14-acre park acreage ("Park Acreage") described on the Final Pecan Grove Subdivision Plat ("Subdivision Plat") to the City of Weslaco ("City"). Both Parties shall agree on the value of the Park Acreage based on current use and both Parties also agree that once this dedication is accepted the value of the Park Acreage will diminish significantly based on its limited use and the conditions placed on the dedicated land.

Pecan Grove Subdivision

Park Acreage Dedication Restrictions, Conditions and Usage Terms

Page 1 of 5

4. The City will indemnify the Subdivision Owners from any and all damages associated with the construction, installation and use of the Park Acreage.
5. The Park Acreage will only be developed and used as specified on the "Pecan Grove Subdivision Plat Park Area" included on the Subdivision Plat.
6. Within 2 months of the land dedication on a Subdivision Plat, the City will begin construction and installation of the park amenities described in the "Pecan Grove Subdivision Plat Park Area" attached to this Agreement. The City may request, in writing, an additional 2-month extension of this requirement. Reasons for the needed extension will be included in the written request.
7. The City will not deviate from the master plan designed by Gomez, Mendez, & Saenz ("Architects") for the Pecan Grove Subdivision without the expressed written permission of the Subdivision Owners or its assigns.
8. The City will not change the use of the Park Acreage or grant any additional easements (above, below or surface) other than those that exist or are created on the Subdivision Plat. However, the City may grant specific UNDERGROUND easements on dedicated acreage for the direct benefit of the park amenities, but no ABOVEGROUND easements will be granted without a condemnation process and after the City has made every effort possible to negotiate the re-routing any future easement requiring condemnation.
9. Should a judicial body, with any jurisdiction over the City, ever rule that the City must transfer ownership of the Park Acreage and/or its amenities as compensation for any reason, the individual lot owners in the Pecan Grove Subdivision will have the right of first refusal to purchase and may elect to create a limited partnership entity to purchase the entire Park Acreage and all of the amenities for two hundred and fifty dollars (\$250) per deeded home lot within 120 days of any final ruling and place the Park Acreage and its amenities into a Homeowner's Association for continued use. Any third party benefiting from such a judicial ruling will receive the proceeds of the transfer to the homeowner's association in lieu of the Park Acreage or its amenities.

Use, Maintenance & Upkeep

10. The City will maintain the necessary insurance and indemnification coverage to operate the Park Acreage and will provide copies of such policies to the Subdivision Owners within 10 days upon request.
11. Access to the Park Acreage will only be made available from paved roads and parking lots. Adjoining private property lots will not have access to the Park Acreage directly across property lines. The City will correct any improper or illegal access within 5 days of its notification by any party.

Pecan Grove Subdivision

Park Acreage Dedication Restrictions, Conditions and Usage Terms

Page 2 of 5

12. Gates or doors will not be installed on park fences creating access from the surrounding private property and residential Lots. Access cutouts of any type will not be made to park fences and no section will be removed from ANY park fences by surrounding property owners for any reason. The City will correct and/or replace any gaps, holes or cutouts in the park fence within 5 days of its notification by any party.
13. Green areas and landscaping will be mowed, trimmed and maintained by the City of Weslaco. All tree-trimmings will be disposed of properly and on a bi-weekly basis.
14. All park installations will be operated for their designed use, i.e., baseball fields will only be used to play baseball and soccer/football fields will only be used to play soccer and football or other compatible organized sports such as field hockey, lacrosse, or other such organized sports normally played on a rectangular field. As examples, but not limiting descriptions, soccer/football fields may not be used for music concerts, flea markets, conventions, carnivals, circuses and/or amusement rides. Fields may not be used for any organized outdoor meetings unless the meetings are directly related to the specific use of each field.
15. Motorized vehicles will not be allowed on ANY unpaved section of the park unless it is for maintenance purposes. Motorized vehicles, including but not limited to motorbikes, three-wheelers, four-wheelers, all-terrain vehicles, and other off-road equipment will NEVER be ridden, placed or parked directly on the walking/jogging trail for any purpose INCLUDING maintenance and upkeep. The City understands the delicate nature of the materials used in constructing the walking/jogging trail and should the city, its employees, agents, contractors or representatives not abide by this restriction at any time the City will take the necessary steps to avoid further violation and repair any damages caused by such action.
16. Should any damage, vandalism, cosmetic or real, to any park installation, structure, walking trail, tree or green area, City of Weslaco will repair and/or replace the damaged amenity or area within 7 days and restore the damaged property or area to its original condition prior to the damage.
17. All playing fields will be irrigated at least bi-weekly and maintained in working condition by the City of Weslaco Parks Department.
18. All structures and buildings will be maintained and painted as needed in order for the property to retain a clean and neat appearance.
19. Walking/jogging trails right-of-ways will be kept free of any flora (grass, vegetation, plant life, plants, weeds, low hanging tree limbs, etc) by the use of weed/grass killer (Round-Up) as well as by trimming tree limbs on a monthly basis.
20. Trash, debris and any other rubbish deposited, abandoned or dumped on park property will be removed and disposed of properly and in a timely manner on a bi-weekly basis.

21. All wastebaskets and centralized trash collection points will be cleaned out twice a week.
22. No alcohol, alcoholic beverages, beer, wine, liquor will be permitted on park property at any time.
23. Park hours will be sunrise to sunset.
24. No individual will be allowed to sleep overnight, camp or establish on Park Acreage.
25. Vehicles will not be allowed to park over night in any parking area without exception. Particularly vehicles belonging to homeowners in the surrounding area will be removed prior to the park closing each evening.
26. Should the City not abide by any of the terms described above, it will be in default.
27. Should the City be in default, the Subdivision Owners may elect to cure the City's default at the sole expense of the City. The City will remit payment for any curative actions taken by the Subdivision Owners within 15 days.

General Provisions

These provisions are hereby declared to be restrictions, conditions, covenants and uses running with the land and shall be fully binding on all persons acquiring title to property in the Park Acreage, whether by descent, device, purchase, or otherwise, and every person, by the acceptance of title to the Park Acreage shall thereby agree to abide by and fully perform the foregoing restrictions, conditions, covenants and uses which be binding until December 6, 2050. On and after December 6, 2050, said restrictions, conditions, covenants and uses shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part, by the a unanimous vote of one hundred percent (100%) of the owners of residential lots in the Pecan Grove Subdivision.

Enforcement

If the City of Weslaco or any person or persons shall violate or attempt to violate any of the above restrictions, conditions, covenants and uses, it shall be lawful for any other person or persons owning any of the residential lots in the Subdivision to prosecute proceedings in law or in equity against the City of Weslaco, person or persons violating or attempting such violation to prevent such a person from so doing, or to recover damage for such violation. No act or omission on the part of any of the beneficiaries of the covenants, conditions, restrictions, and uses herein contained shall every operate as a waiver of the operation or endorsement of any such covenants, conditions, restrictions, and uses.

Severability

Pecan Grove Subdivision

Park Acreage Dedication Restrictions, Conditions and Usage Terms

Page 4 of 5

Invalidation of any one or part of these conditions, restrictions, covenants, and uses by judgment or court order shall in no way affect any of the others, which shall remain in full force and effect.

Waiver

Notwithstanding anything herein to the contrary, a unanimous vote of 100% of the residential lot owners may waive any provision hereof except the covenants contained in Paragraph one (1), hereof, that the Park Acreage shall be used for recreational purposes only.

EXECUTED this _____ day of January 2003

DECLARANT:

SOUTHERN ORCHARD LP

By its General Partner

Southern Trades Management, Limited Liability Company

Ricardo Rubiano, Manager

THE STATE OF TEXAS

THE COUNTY OF HIDALGO

This instrument was acknowledged before me on _____ 2003,
by Ricardo Rubiano, Manager, Southern Trades Management, Limited Liability Company on
behalf of Southern Orchard, LP.

Notary Public, State of Texas

My commission expires: _____

Notary's Name Printed



SOUTHERN ORCHARD, LP

January 15, 2003

City of Weslaco
Joe V. Sanchez, Mayor
500 South Kansas
Weslaco, Texas 78596

Re: Pecan Grove Subdivision Land Dedication for City Park Use

Dear Mayor Sanchez,

As we have previously discussed, Southern Orchard, Limited Partnership (formerly, Southern Pecan Trails Joint Venture) is the developer in a real estate subdivision in the City of Weslaco on FM 1015. After careful evaluation of the options that would create the most value for both the community and the Pecan Grove subdivision, Southern Orchard, LP intends to dedicate to the City of Weslaco a tract of land for use as a City Park, subject to the approval of various terms and conditions. The land in the proposed dedication would normally be used for residential lots and homes sites, but Southern Orchard feels that using the land, as a city park would serve the community and the project best. The dedication is subject to the acceptance, approval and recording of the Pecan Grove Subdivision Final Plat by your City Commission and Hidalgo County and ratification of a joint Cooperation Agreement between the City of Weslaco and the Southern Orchard, LP.

Our hopes would be that the City of Weslaco enters into a negotiated Cooperation Agreement with us that would serve to preserve the interests and quality of our project and your commitment to public service.

Therefore, the purpose of this letter is to serve as a preliminary understanding between the Southern Orchard Limited Partnership ("Southern Orchard") and the City of Weslaco ("City") regarding the dedication of land for use as a city park.

With the intent to move this process forward, the basic conditions and terms of the Cooperation Agreement will be:

1. The size and shape of the dedication will be clearly established on the Pecan Grove Preliminary Plat. Included with this letter is the preliminary phase I plat and Master Plan of the land to be dedicated.
2. The acreage to be dedicated will be purchased at the expense of Southern Orchard.

PO BOX 251 OLMITO, TEXAS 78575

3. The streets, utilities, improvements and necessary right-of-way access outside and along the boundaries of the dedicated land will be designed and constructed by Southern Orchard at no charge to the City.
4. The subdivision will be voluntarily annexed into the City as each phase is completed and finalized or as otherwise agreed upon by Southern Orchard, at its sole discretion.
5. Southern Orchard will provide water and Sewer extensions at no charge to the dedicated land as required by the park development plan.
6. Southern Orchard will be responsible for the architectural and engineering cost of generating a Master Plan, filing a subdivision plat and creating a master drainage plan for the subdivision, which may be done in various phases.
7. Because of their involvement with this project from its inception, and their on-going work with the Master Plan design, platting process and commercial building design, the City will employ the architectural firm of Gomez, Mendez & Saenz to continue with their design and oversee construction of the City Park and its amenities. The City will develop the dedicated land in accordance with the park design and plans created by Gomez, Mendez, & Saenz and the overall Master Plan engineering done by Sigler, Winston, Greenwood & Associates.
8. Southern Orchard will have joint architectural control of the City Park design and development as well as the right to approve the park designs and plans.
9. Southern Orchard will assist and cooperate with the City as necessary with any grant or funding information required.
10. The City will maintain and operate the City Park in accordance with the Cooperation Agreement (Draft copy attached) and will in good faith uphold the overall quality of the Master plan.
11. The City will indemnify Southern Orchard and its members against any liability from the design, construction and use of the park acreage and its amenities.

These terms are subject to approval by the City of Weslaco Commissioner's Board and the Southern Orchard LP. Time is of the essence with regard to this dedication issue to move the entire subdivision plan forward. Should you have any questions or comments regarding our intent, master plan or overall proposal, please do not hesitate to call me personally at (956) 571-8809.

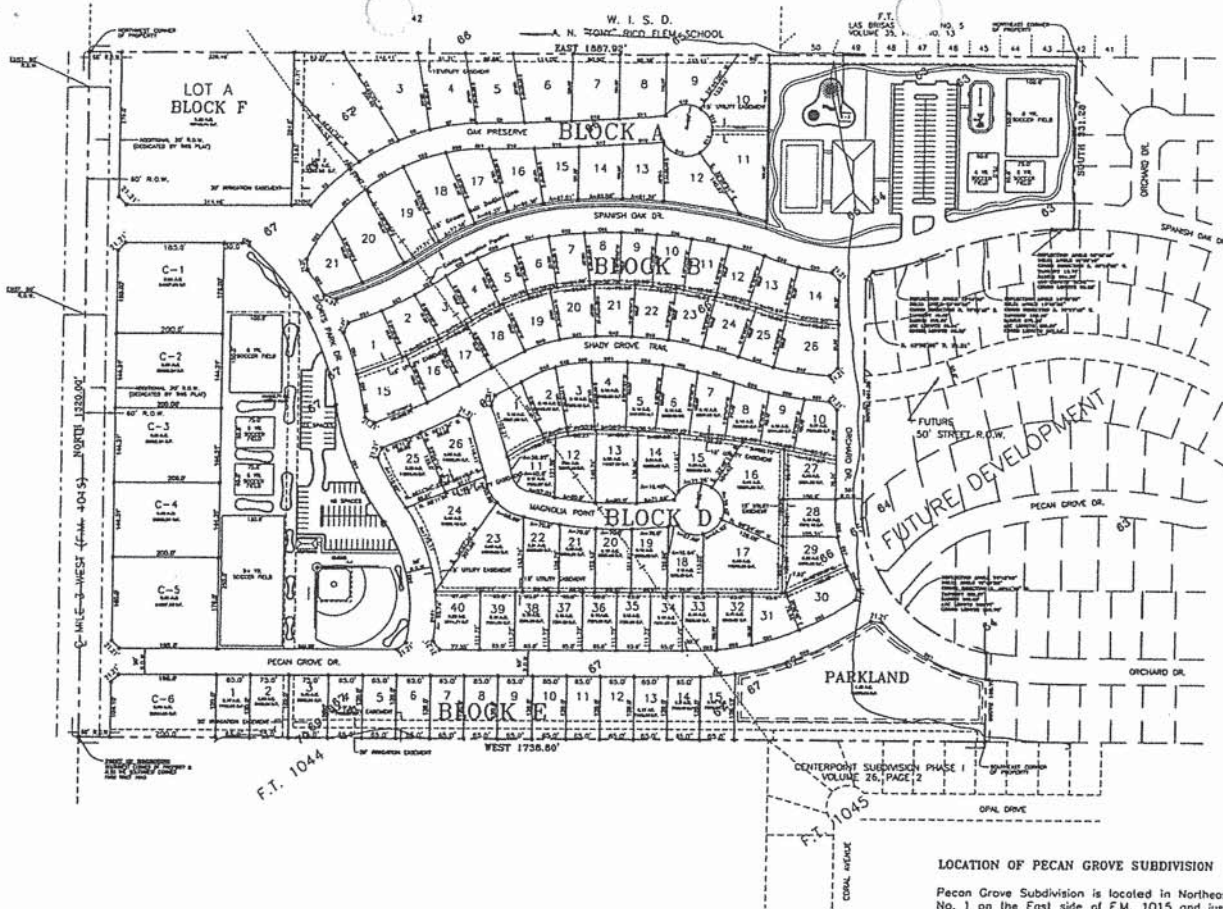
Sincerely yours,
Southern Orchard LP
By its General Partner
Southern Trades Management LLC

Agreed to:
City of Weslaco

Ricardo Rubiano
Manager
Enclosures (2):
Pecan Grove Subdivision Preliminary Plat
Dedication Agreement

Joe V. Sanchez
Mayor

SOUTHERN ORCHARD LIMITED PARTNERSHIP
PO Box 251 OLMITO, TEXAS 78575



LOCATION OF PECAN GROVE SUBDIVISION

Pecan Grove Subdivision is located in Northeast Hidalgo County Precinct No. 1 on the East side of F.M. 1015 and just North of Mile 8 North. The only nearby municipal is the City of Weslaco according to the official map in the office of the secretary of the City of Weslaco. Pecan Grove Subdivision lies inside the city's extraterritorial jurisdiction (ETJ) under local government code 42.021 and is within the city's five mile ETJ under local government code 212.001.



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1108
From:		
Subject: Discussion and consideration to approve expanded hours for the Early Voting Election period, 7:00 a.m. - 7:00 p.m., at a cost-share estimated at \$6,000.00. Possible action. (This item was tabled on August 1, 2017; Staffed by City Secretary's Office.)		
Background: Update since August 1: Hidalgo County Commissioners Court considered the issue of expanded Early Voting Hours in a regular meeting August 8 and is set to reconsider during a Special Meeting August 15. I hope to have more guidance following this meeting; however, they seem amenable to Weslaco's offer to pay for the additional hours at the polling location only within our jurisdiction. I had originally estimated this additional cost as approximately \$5,000.00; the County advised overtime costs would also be incurred. A better estimate is an additional \$6,000.00 cost, which may be absorbed by the proposed budget. Presented August 1: Because we run a November election, the City of Weslaco effectively "piggy-backs" on the ballot as prepared by the Hidalgo County Elections Department. This relationship offers the City many advantages, including access to the newest technologies in electronic ballots and access for voters to more polling locations that may be more convenient to them. Unfortunately, one of the perceived disadvantages is that the polling location is open those hours the Elections Department dictates so long as it meets the minimum prescribed by the state Election Code. As this is a constitutional election year, which historically has marginal voter turnout, the County proposed a schedule for Early Voting that is Monday - Friday, 8 a.m. - 5 p.m., except two weekdays 7 a.m. - 7 p.m., as required by law, and one Saturday and one Sunday, above the minimum requirements set by law. However, another local entity is "piggy-backing" on the ballot this year, like Weslaco, and similarly requested extended hours, such as 7 a.m. - 7 p.m. every day of the Early Voting Period. The County countered that it may consider those hours so long as the local entity paid the difference, which they calculate as the additional wages for all 325 workers at every polling location across the County for eight days. Should we share, it is estimated the additional cost would be \$60,000.00 for Weslaco. We budgeted \$20,000.00 for this election. I have inquired if the other entity would be willing to reduce the hours, such as 8 a.m. - 6 p.m., in order to reduce the total cost. That entity is scheduled to deliberate that this evening.		
Funding Source (budget code, if applicable): 502-2100		
Amount: \$6,000.00	Term of Impact: one month	Identified in Current Budget: no, but may be absorbed by proposed budget; if necessary, a budget amendment would be proposed later
Additional Action Prompted:		
If item previously considered, provide date and action by Commission:		

None.	
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A	
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A	
Aida Vega Elizabeth Walker Mike Perez	Created/Initiated Approved Final Approval
City Manager Comments: Approve not to exceed \$6,000.00 additional cost.	
Staff Recommendation: Should the Commission be inclined to expand voting hours, consider a cap on cost-share.	
Attachments, if any:	
Responsibilities upon Approval: Communicate to Hidalgo County Elections Department; revise the Election Order; adjust proposed budget for Fiscal Year 2017-2018.	



Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2016-319	
From: Elizabeth Walker			
Subject: Discussion and consideration to approve an amended Election Order toward an election of Commissioner District 2 and Commissioner District 3 during the General Election on November 7, 2017 reflecting expanded Early Voting Hours pursuant to Texas Election Code Chapter 271 and authorize the Mayor and Commissioners to execute any related documents. Possible action. (Election Order approved August 1, 2017; Staffed by City Secretary's Office.)			
Background: Update since August 1: Should the Commission approve the cost share for Early Voting hours 7:00 a.m. - 7:00 p.m., the Election Order should be edited to reflect those actual hours. The revised attachment reflects the change. The following was noted on the agenda request August 1: the Election Order is prepared identifying the minimum hours of operation for the Early Voting Period. The hours are subject to change based on separate action by the Commission to consider cost-sharing extended hours. Presented August 1: The Election Code prescribes an Order must be issued by the City Council not later than the 78th day before a November election in odd-numbered years (Monday, August 21). The candidate filing period is July 24-August 21 and the first day an election may be cancelled, should each candidate for an office listed on the ballot be unopposed, is August 28. The drawing for the place on the ballot and the electioneering spots at the polling location is scheduled August 21 at 5:30 p.m. This election, the County will introduce new voting (DRE) machines, which will allow for provisional ballots electronically. Also, the County seeks to implement "county-wide polling locations," which will extend the early voting ballot accessibility through Election Day: during Early Voting, a registered voter in Hidalgo County may vote at any polling location in Hidalgo County; the County proposes extending the same on Election Day. A contract for election administration services by Hidalgo County is forthcoming on a future agenda.			
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: Considered annually for each regular or special election.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			

Advisory Review, if any (name of board/committee, date of action, recommendation): N/A	
Elizabeth Walker Mike Perez	Created/Initiated Final Approval
City Manager Comments: Approval	
Staff Recommendation: Approve.	
Attachments, if any: Election Order, Amended Election Order	
Responsibilities upon Approval: Convey to Elections Administrator; post to outside bulletin board and City website	



ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on November 7, 2017 for the purpose of:
(date)

City of Weslaco Commissioner District 2
City of Weslaco Commissioner District 3

Early voting by personal appearance will be conducted each weekday at
Business, Visitor and Event Center; 275 South Kansas Ave., Weslaco, Texas
(location)

Recommended but not required

between the hours of 8:00 a.m. and 5:00 p.m. beginning on Monday, October 23, 2017
(date)
and ending on Friday, November 3, 2017
(date)

Applications for ballot by mail shall be mailed to:

Yvonne Ramon, Elections Administrator
(Name of Early Voting Clerk)
101 South Tenth Avenue
(Address)
Edinburg 78539
(City) (Zip Code)

Applications for ballots by mail must be received no later than the close of business on

Friday, October 27, 2017
(date)

Issued this the 1 day of August, 20 17.

Signature of Mayor

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

ORDEN DE ELECCION PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elelcción el Noviembre 7, 2017 con el propósito
(fecha)
de:

Ciudad de Weslaco Comisionado del Distrito 2
Ciudad de Weslaco Comisionado del Distrito 3

La votación adelantada en persona se llevará a cabo de lunes a viernes en

Centro de Negocios, Visitantes, y Eventos; 275 South Kansas Avenue; Weslaco
(sitio)

Entre las 8:00 de la mañana y las 5:00 de la tarde empezando el Lunes, Octubre 23, 2017
(fecha)
y terminando el Viernes, Noviembre 3, 2017
(fecha)

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

Yvonne Ramon, Administrador de Elecciones
(Nombre del Secretario(a) de Votación Adelantada)

101 South Tenth Avenue
(Dirección)

Edinburg 78539
(Ciudad) (Zona Postal)

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas
de las horas de negocio el Viernes, Octubre 27, 2017
(fecha)

Emitida este día 1 de Agosto, 20 17.

Firma del Alcalde

Firma de la Persona del Concilio

Firma de la Persona del Concilio

Firma de la Persona del Concilio

Firma de la Persona del Concilio

Firma de la Persona del Concilio

Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del
Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día
de elección.



ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on November 7, 2017 for the purpose of:
(date)

City of Weslaco Commissioner District 2
City of Weslaco Commissioner District 3

Early voting by personal appearance will be conducted each weekday at
Business, Vistior and Event Center; 275 South Kansas Ave., Weslaco, Texas
(location)

Recommended but not required

between the hours of 7:00 a.m. and 7:00 p.m. beginning on Monday, October 23, 2017
(date)
and ending on Friday, November 3, 2017.
(date)

Applications for ballot by mail shall be mailed to:

Yvonne Ramon, Elections Administrator
(Name of Early Voting Clerk)
101 South Tenth Avenue
(Address)
Edinburg 78539
(City) (Zip Code)

Applications for ballots by mail must be received no later than the close of business on
Friday, October 27, 2017
(date)

Issued this the 15 day of August, 20 17.

Signature of Mayor

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

Signature of Councilperson

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.

ORDEN DE ELECCION PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elelcción el Noviembre 7, 2017 con el propósito
(fecha)
de:

Ciudad de Weslaco Comisionado del Distrito 2
Ciudad de Weslaco Comisionado del Distrito 3

La votación adelantada en persona se llevará a cabo de lunes a viernes en

Centro de Negocios, Visitantes, y Eventos; 275 South Kansas Avenue; Weslaco
(sitio)

Entre las 7:00 de la mañana y las 5:00 de la tarde empezando el Lunes, Octubre 23, 2017
(fecha)
y terminando el Viernes, Noviembre 3, 2017.
(fecha)

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

Yvonne Ramon, Administrador de Elecciones
(Nombre del Secretario(a) de Votación Adelantada)

101 South Tenth Avenue
(Dirección)

Edinburg 78539
(Ciudad) (Zona Postal)

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas
de las horas de negocio el Viernes, Octubre 27, 2017
(fecha)

Emitida este día 15 de Agosto, 20 17.

Firma del Alcalde

Firma de la Persona del Concilio

Firma de la Persona del Concilio

Firma de la Persona del Concilio

Firma de la Persona del Concilio

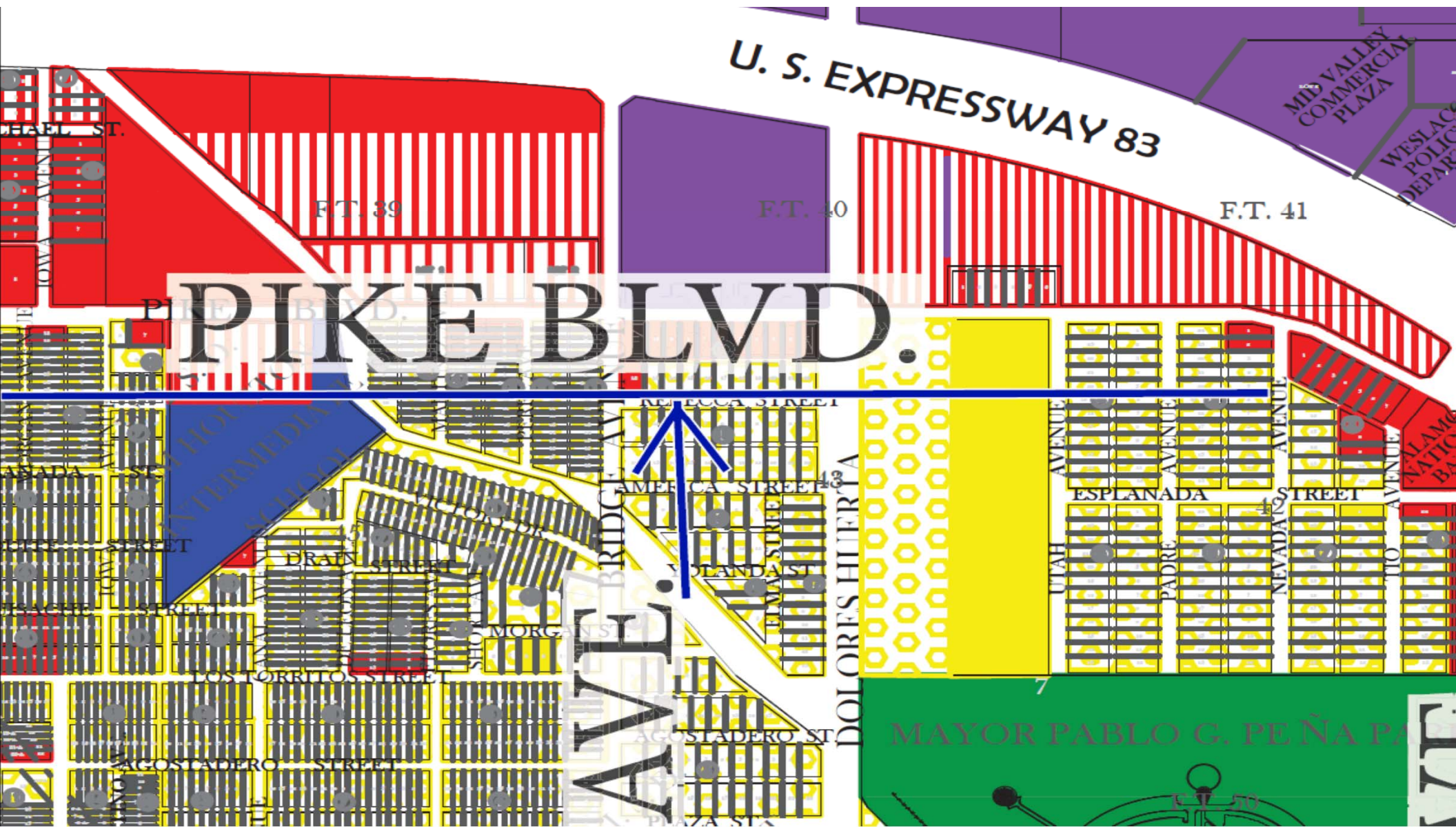
Firma de la Persona del Concilio

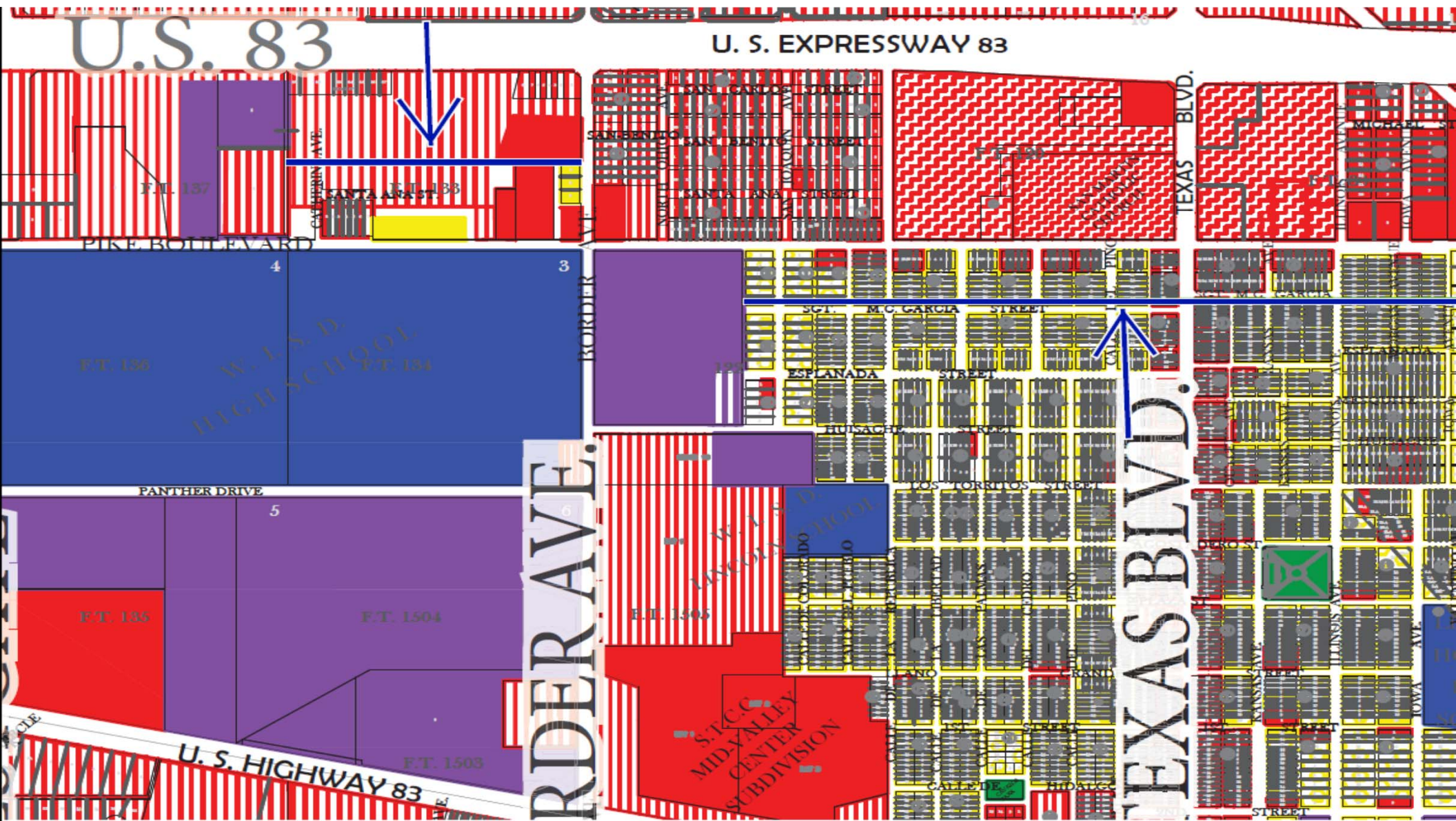
Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del
Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día
de elección.

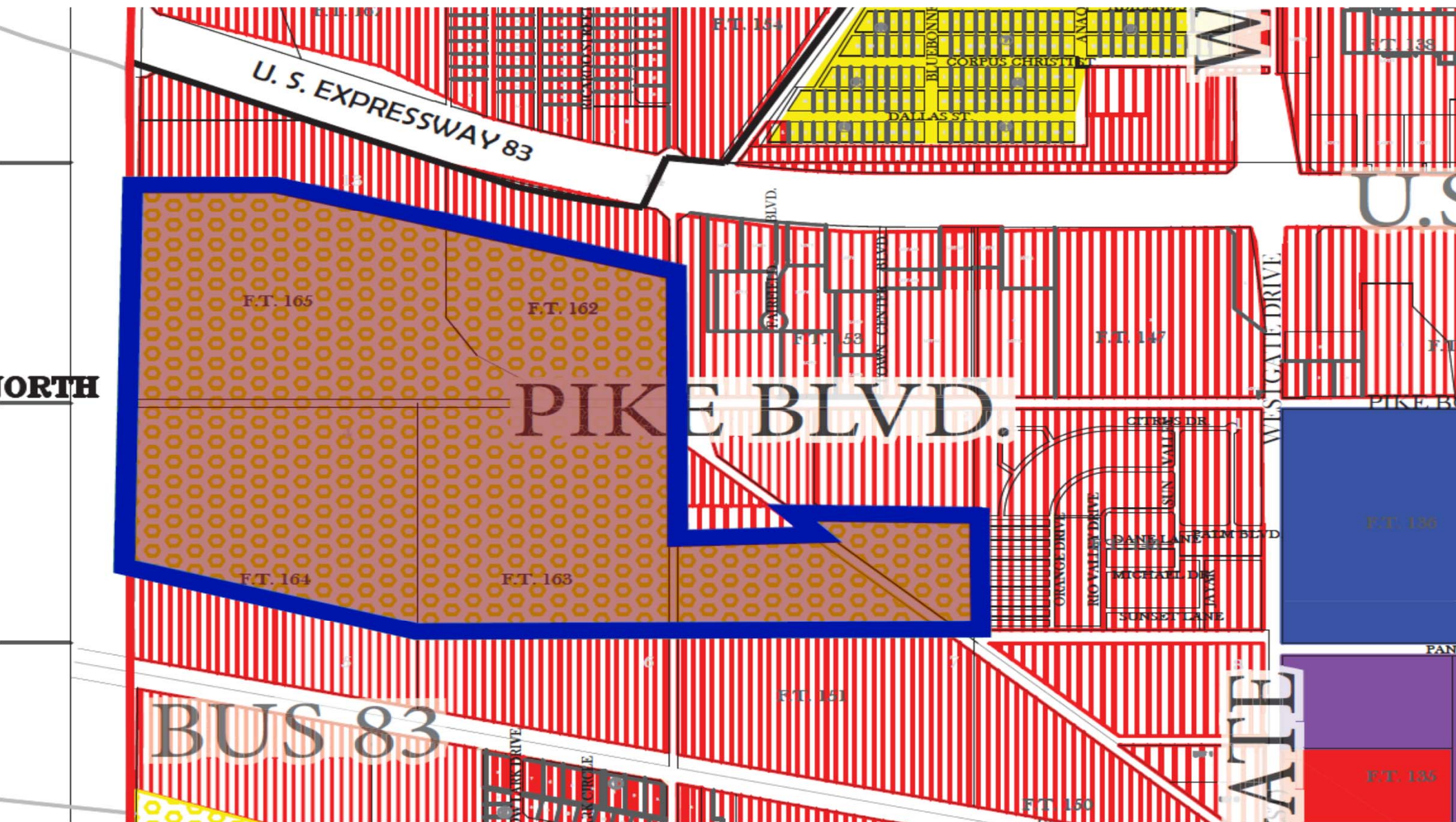


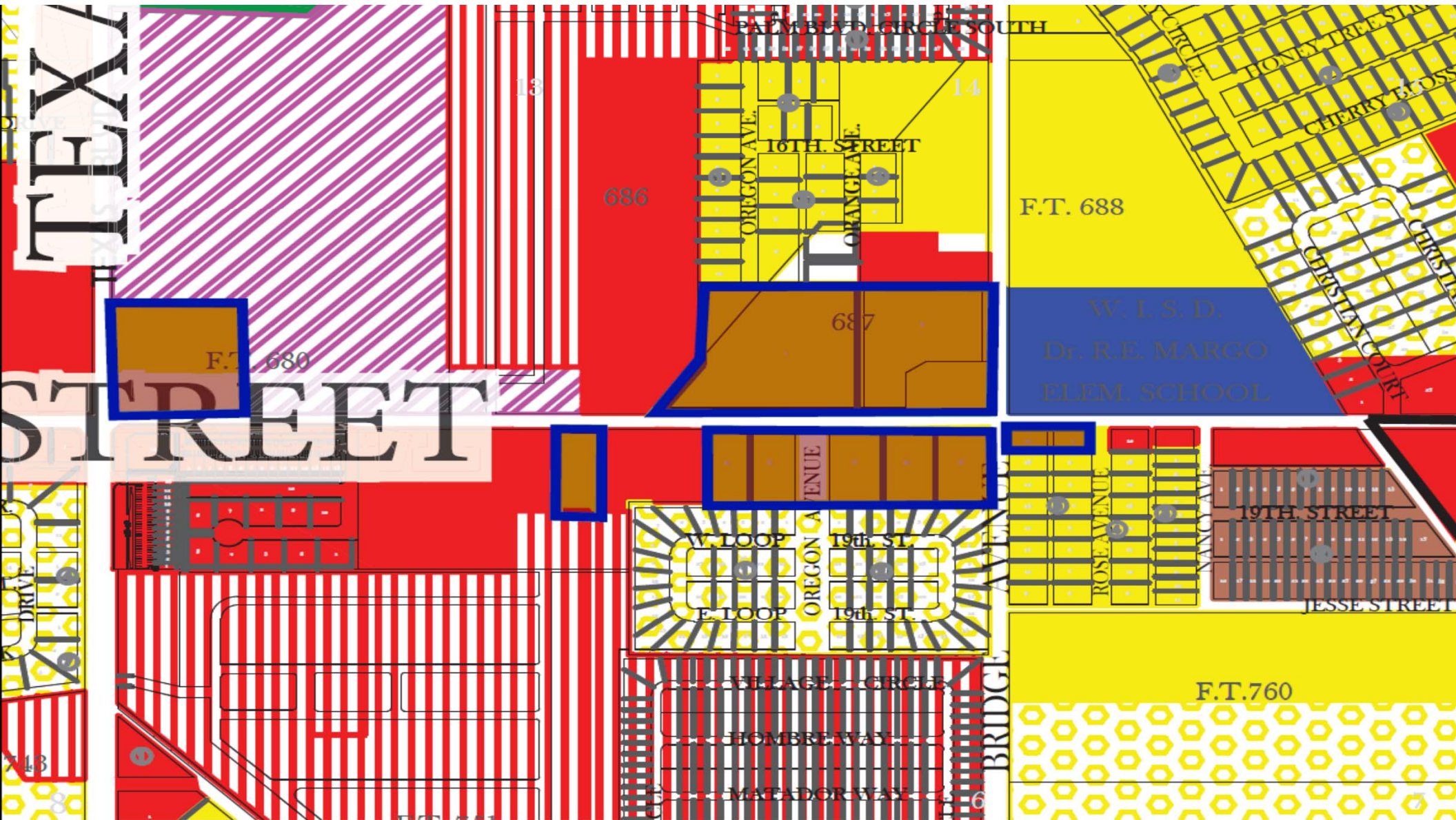
Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1106	
From:			
Subject: Discussion and consideration to accept changes on the 2040 Zoning Map. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: Changes have been requested by City Commission along two corridors. Pike Boulevard was requested to incorporate for B-1 Neighborhood Business District along areas that are currently identified for residential use. In addition, a gap on 18th Street, east of Bridge Avenue was requested for a B-1 use.			
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 and Zoning Commission recommended that 300ft measured to the nearest lot located on the North and South side of Pike Blvd between Airport Drive and Milanos Road be identified as future commercial corridors; the entire tracts located to the North and South side of Pike Blvd from Milanos Road to Midway Road be identified as future commercial and the lots abutting the North and South side of East 18th Street from Rose Avenue to Texas Blvd also be identified for future commercial.			
Mardoqueo Hinojosa		Created/Initiated	
Mardoqueo Hinojosa		Approved	
Mike Perez		Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends acceptance.			
Attachments, if any: 2040 Zoning Map Exhibits			
Responsibilities upon Approval: Staff will revise to 2040 Future Zoning Map			





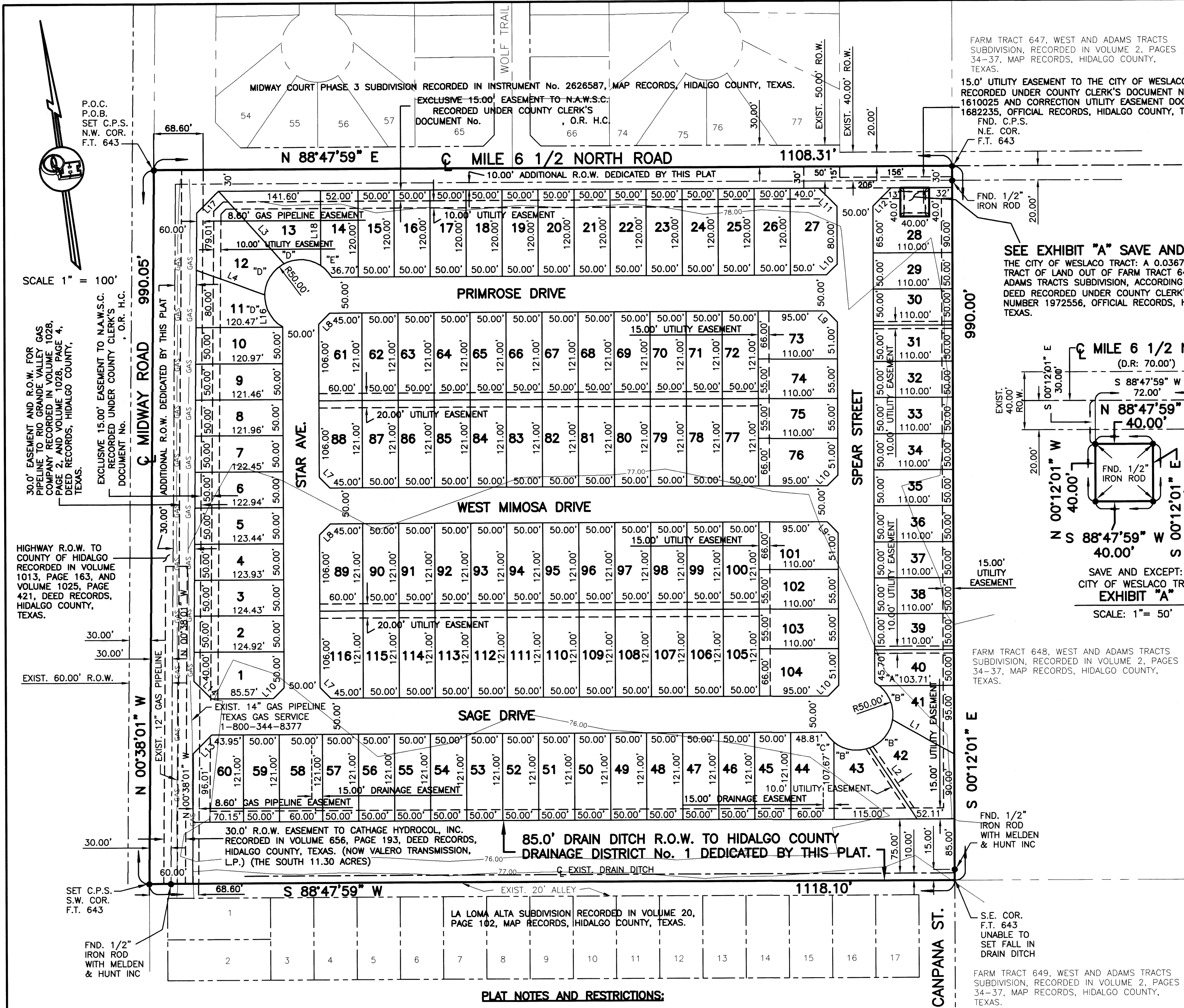






Standardized Agenda Request Form

Date of Meeting: August 15, 2017		Agenda Item No. (to be assigned by CSO): 2017-1150	
From: Mardoqueo Hinojosa			
Subject: Discussion and consideration of the Final Plat for Midway Mobile Subdivision – a 25.263 acre tract of land being all of Farm Tract 643, West and Adams Tracts Subdivision, Hidalgo County, Texas. Located on Midway Road and Mile 6 ½ North Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The proposed one hundred sixteen (116) lots subdivision is within the City of Weslaco city limits. This subdivision is being serviced with water by N.A.W.S.C. through an 8" waterline and sewer services through a proposed 12" sanitary sewer line from the City of Weslaco. The property is within a Flood Zone "B". A total of 3.4 acre-ft of drainage detention will be required for this development.			
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 and Zoning recommended approval on August 2, 2017 of the final plat.			
Rebekah De La Fuente Mardoqueo Hinojosa Mike Perez		Created/Initiated Approved Final Approval	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Midway Mobile Plat, Midway Mobile attachments			
Responsibilities upon Approval: Staff will advise applicant			

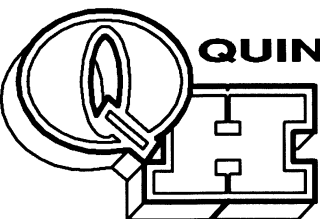


PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. COMMUNITY-PANEL NUMBER 480334 0525 B MAP REVISED: JANUARY 2, 1981
- FLOOD ZONE DESIGNATION: ZONE "X" AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY-PANEL NUMBER 480334 0450 C MAP REVISED: MAY 30, 2002 (LOMR)
- LEGEND: DENOTES 1/2" 24" IRON ROD SET WITH PLASTIC CAP STAMPED R.P.S. 4856, UNLESS OTHERWISE NOTED.
- SETBACK LINES SHALL BE AS FOLLOWS:
 - FRONT CORNER..... 15.00'
 - FRONT INTERIOR..... 10.00'
 - GARAGE/CARPORT..... 20.00'
 - SIDE CORNER..... 15.00'
 - SIDE INTERIOR..... 8.00'
 - REAR..... 5.00'OR EASEMENT LINE, WHICHEVER IS GREATER.
- MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE TOP OF CURB AT CENTER OF LOT.
 - LOTS 1-7 F.F. = 77.50
 - LOTS 8-40 F.F. = 78.50
 - LOTS 41-43 F.F. = 77.50
 - LOTS 44-60 F.F. = 76.50
 - LOTS 61-88 F.F. = 78.50
 - LOTS 89-116 F.F. = 77.50
- BENCHMARK NOTE:
 - B.M. No. 1 ELEV. = 81.09 TOP OF SANITARY SEWER MANHOLE LOCATED IN FRONT OF EXIST. LIFT STATION. N.A.V.D. 88 DATUM.
 - B.M. No. 2 ELEV. = 82.37 COTTON PICKLER SPINDLE FOUND LOCATED AT THE NORTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
- TOTAL DRAINAGE DETENTION IS: 80,972.94 C.F. (1.86 ACRE-FEET). DETENTION IS BEING PROVIDED IN PROPOSED DRAIN DITCH ALONG THE SOUTH SIDE OF THIS SUBDIVISION.
- NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS.
- ONLY ONE SINGLE FAMILY DWELLING PER LOT.
- LOTS 1 - 28 AND LOT 60 SHALL NOT HAVE ACCESS OR FRONT MIDWAY ROAD AND MILE 6 1/2 NORTH ROAD.
- NO FENCES SHALL BE CONSTRUCTED OVER ANY GAS EASEMENTS FOR LOTS 1 THRU 12 AND LOT 60.
- A 4 FOOT SIDEWALK ABIDING TO CITY ORDINANCES, SHALL BE CONSTRUCTED AT TIME OF BUILDING PERMITTING.
- U.E. DENOTES UTILITY EASEMENT
- D.E. DENOTES DRAINAGE EASEMENT
- 5.0' SIDEWALK ALONG MIDWAY ROAD AND MILE 6 1/2 NORTH ROAD TO BE ESCROWED.
- STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
- LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
- CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	08°44'22"	50.00'	7.63'
"B"	60°24'16"	50.00'	52.71'
"C"	20°02'49"	50.00'	17.49'
"D"	46°43'03"	50.00'	53.54'
"E"	25°56'39"	50.00'	22.64'

DIMENSIONS DATA		
DATA	BEARING	LENGTH
L1	S 61°54'05" E	98.20'
L2	S 34°37'03" E	118.79'
L3	N 43°14'18" W	135.41'
L4	N 71°00'48" W	100.89'
L5	N 41°32'45" W	134.42'
L6	S 22°02'35" E	102.44'
L7	N 48°12'01" W	21.21'
L8	N 43°47'59" E	21.21'
L9	S 48°12'1" E	21.21'
L10	S 43°47'59" W	21.21'
L11	S 48°12'1" E	35.36'
L12	N 43°47'59" E	35.36'
L13	N 44°4'59" E	35.53'
L14	N 45°55'1" W	35.18'
L15	S 88°47'59" W	7.11'
L16	S 01°12'01" E	0.70'
L17	N 44°04'59" E	21.32'
L18	S 00°12'01" E	103.58'



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 77539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
OFFICE@QHAENGINEERING.COM

MIDWAY MOBILE HOME SUBDIVISION

A 25.263 ACRE TRACT OF LAND BEING ALL OF FARM TRACT 643, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1877543, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT THE CITY OF WESLACO TRACT BEING A 0.0367 OF AN ACRE OUT OF FARM TRACT 643, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1972556, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 25.263 ACRE TRACT OF LAND BEING ALL OF FARM TRACT 643, WEST AND ADAMS TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1877543, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT THE CITY OF WESLACO TRACT BEING A 0.0367 OF AN ACRE OUT OF FARM TRACT 643, WEST AND ADAMS TRACTS SUBDIVISION, ACCORDING TO CORRECTION WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1972556, 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 COTTON PICKER SPINDLE SET AT THE INTERSECTION OF THE CENTERLINES OF MIDWAY ROAD AND MILE 6 1/2 NORTH ROAD FOR THE NORTHWEST CORNER OF FARM TRACT 643 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; N 88°47'59" E, ALONG THE NORTH LINE OF FARM TRACT 643 AND THE CENTERLINE OF MILE 6 1/2 NORTH ROAD, A DISTANCE OF 1,108.31 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHEAST CORNER OF FARM TRACT 643 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°12'01" E, ALONG THE EAST LINE OF FARM TRACT 643, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 6 1/2 NORTH ROAD, PASSING AT 30.00 FEET AT A 90° ANGLE TO THE RIGHT A 1/2" IRON ROD FOUND AT 32.00 FEET FOR THE NORTHEAST CORNER OF THE SAVED CITY OF WESLACO TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND AT 975.00 FEET FOR THE NORTH LINE OF A DRAIN DITCH, A TOTAL DISTANCE OF 990.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF FARM TRACT 643 AND THE SOUTHEAST CORNER OF THIS TRACT.

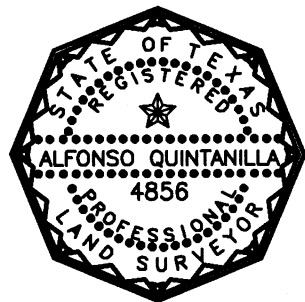
THENCE; S 88°47'59" W, ALONG THE SOUTH LINE OF FARM TRACT 643, PASSING A 1/2" IRON ROD WITH CAP STAMPED MELDEN & HUNT, INC. FOUND AT 1,088.10 FEET FOR THE EAST RIGHT OF WAY LINE OF MIDWAY ROAD, A TOTAL DISTANCE OF 1,118.10 FEET TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MIDWAY ROAD FOR THE SOUTHWEST CORNER OF FARM TRACT 643 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 00°38'01" W, ALONG THE WEST LINE OF FARM TRACT 643 AND THE CENTERLINE OF MIDWAY ROAD, A DISTANCE OF 990.05 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.263 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MIDWAY COURT PHASE 3 SUBDIVISION, RECORDED IN INSTRUMENT NUMBER 2626587, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.



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
R.P.L.S. No. 4856

MARCH 14, 2015
DATE

ALFONSO QUINTANILLA
P.E. No. 95534

7-21-17
DATE

RIGHT OF WAY EASEMENT

KNOW 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 exclusive perpetual easement with the right to erect, construct, install and thereafter use, operate, inspect, repair, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

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

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, 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 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 executed this instrument this ____ day of _____, 20____

TIM GEARHART, MEMBER
RCI DEVELOPMENT-WISCONSIN, LTD
P.O. BOX 1110
HARLINGEN, TEXAS 78550

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE MIDWAY MOBILE HOME SUBDIVISION

TO THE CITY OF WESLACO, COUNTY OF HIDALGO AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBSCRIBE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

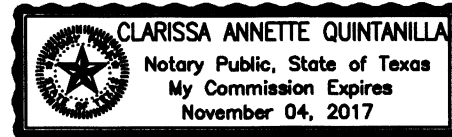
TIM GEARHART, MEMBER
RCI DEVELOPMENT-WISCONSIN, LTD
P.O. BOX 1110
HARLINGEN, TEXAS 78550

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared

TIM GEARHART, MEMBER OF RCI DEVELOPMENT-WISCONSIN, LTD

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 purposes and considerations therein stated.
Given under my hand and seal of office this ____ day of _____, 20____



CLARISSA ANNETTE QUINTANILLA - NOTARY PUBLIC

CITY OF WESLACO

CERTIFICATE OF PLAT APPROVAL

UNDER LOCAL GOVERNMENT CODE §212.009(c) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the MIDWAY MOBILE HOME SUBDIVISION, was reviewed and approved by the city Council of the City of Weslaco on _____

Mayor of the City of Weslaco

DATE

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

THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9, DATED THIS ____ DAY OF _____, 20____

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID #9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HCID #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCID #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- HCID #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

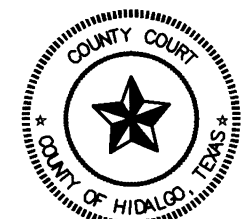
APPROVED BY DRAINAGE DISTRICT:

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.
GENERAL MANAGER

DATE



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

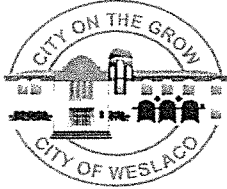
ON: _____ AT _____ AM/PM

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

BY: _____ DEPUTY

FILENAME : F:\DATA\SUBDIVIS\WESLACO\MIDWAY MOBILE HOME SUBDIVISION \ PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
MARCH 14, 2017	LG		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

DATE OF PREPARATION: MARCH 14, 2017



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. SUB17-00008

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 Mobile Home Subdivision

Location: Midway Road and Mile 6 1/2 (City Limits)

Legal Description: A 25.263 Acre Tract of Land being all of Farm Tract 643, West and Adams Tracts Subdivision, Hidalgo County, Texas.

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: Residential

Existing Land Use: Farm Land Proposed Land Use: Manufactured Mobile Homes

Number of Lots Proposed: 116 Gross Acreage: 25.263

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: RCI Development-Wisconsin, Ltd Telephone: (956) 607-3502

Address: P.O. Box 1110

Fax: _____

City: Harlingen State: TX Zip: 78551 E-mail: tgearhart56@aol.com

ENGINEER INFORMATION

Name: Quintanilla, Headley & Associates, Inc. Telephone: (956) 381-6480

Address: 124 E. Stubbs Fax: (956) 381-0527

City: Edinburg State: TX Zip: 78539 E-mail: alfonsoq@qhaengineering.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: Magic Valley Electric Coop

☒ YES ☐ NO Phone Utility <u>AT&T</u>	☒ YES ☐ NO Gas Utility	☒ YES ☐ NO Cable Utility
---	---	---

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District <u>H.C.D.D. No. 1</u>	☒ YES ☐ NO Irrigation District <u>H.C.C.I.D. No. 9</u>
---	---

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

- _____ Two (2) sets of plats **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- _____ \$350.00 Planning Review fee
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements
 - _____ Contours
 - _____ Flood Zones
 - _____ Adjoiners
 - _____ Existing street names
- _____ Drainage plans and calculations with engineer's seal
 - _____ Elevations
 - _____ Flood directional arrows
 - _____ Detention areas
 - _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

- _____ Twelve (12) sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to mhinojosa@weslacotx.gov & rdelafuente@weslacotx.gov
- _____ \$350.00 (one time fee for preliminary and final plat)
- _____ One 11" X 17" reduced copy of plat
- _____ Plat Layout
 - _____ Existing & Proposed Easements
 - _____ Existing & Proposed ROW
 - _____ Existing & Proposed Drainage Easements

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

- _____ Contours
- _____ Flood Zones
- _____ Adjoiners
- _____ Existing & Proposed street names
- _____ Utility Layout
- _____ Existing & Proposed Utilities
- _____ Proposed Fire Hydrants
- _____ Adjoiners
- _____ Street names
- _____ Drainage plans and calculations with engineer's seal
- _____ Elevations
- _____ Flood directional arrows
- _____ Detention areas
- _____ Street names
- _____ Proof of ownership of the property
- _____ If septic tank system required, submit soil evaluation report
- _____ Water Rights associated with the property
- _____ Tax Receipt for all taxing entities showing that taxes are paid in full
- _____ Number of fire hydrants proposed for subdivision
- _____ Trip Generation Worksheet

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- _____ One set of 8 ½ x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

- _____ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- _____ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- _____ Notice of Intent
- _____ SW3P

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

- _____ Electronic file of final plat and as-builds
- _____ Reproducible plat to be recorded with all required signatures
- _____ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- _____ 2% inspection fee
- _____ Park Fees
- _____ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- _____ Tax certificates
- _____ Memo from engineering inspector releasing subdivision
- _____ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- _____ 30 Year Water and 30 Year Sewer Service Agreements
- _____ Park dedication/Fees in lieu of

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Tim Gochoa

Owner Signature: [Signature] Date: 6-6-17

_____ 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: _____

Affidavit

To: Mardoqueo Hinojosa
City Engineer
City of Weslaco
255 S. Kansas
Weslaco, Texas 78596

We, Adobe Construction, LLC a Texas Limited Liability Company owners of 25.300 Acres being all of Farm Tract 643, Block 177, West and Adams Tracts Subdivision, Hidalgo County, Texas, hereby authorize RCI Development-Wisconsin, LTD to submit a subdivision application and zone change application for approval to the City of Weslaco.

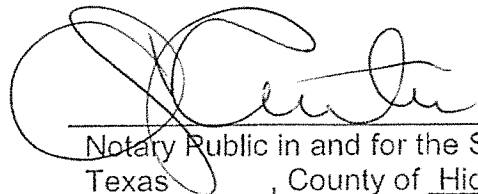
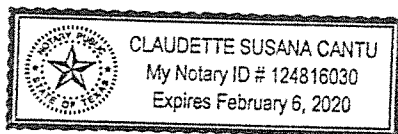


Adobe Construction, LLC, a Texas Limited Liability Company

State of Texas
County of Hidalgo

Before me, the undersigned authority, a notary public in and for the State of Texas, County of Hidalgo, on this day personally appeared Adobe Construction, LLC, a Texas Limited Liability Company 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 purpose and consideration therein expressed.

Given under my hand and seal of office, this the 10th day of march, 2017.



Notary Public in and for the State of
Texas, County of Hidalgo



CITY OF WESLACO
PLANNING & CODE ENFORCEMENT DEPARTMENT
SUBDIVISION REVIEW MEETING



DATE: 6/16/17

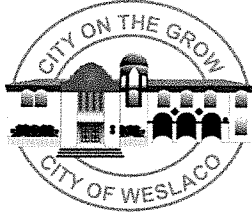
NAME OF SUBDIVISION: Midway Mobile

SIGN IN SHEET

#	NAME	COMPANY	Phone/email
1	Rebekah dela Fuente	COU	447-3401
2	ALFONSO GUINTANILLA	QHA	381-6480
3	Jim Gearhart	RCD Development	607-3502
4	Charles Warren	PD	463-1180
5	Rolando Garza	City of Weslaco	958-742-7000
6	EFRAIM TRSOLLA	Cit. of Weslaco	1956)472-2181
7	Chris Sanchez	Buro	447-3415
8			
9			
10			
11			
12			
13			

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

June 16, 2017

Quintanilla, Headley and Associates
124 E. Stubbs St.
Brownsville, TX 78539

Re: Midway Mobile Home Subdivision – Construction Plan Reviews

Mr. Alfonso Quintanilla,

Please find below comments to the above mentioned subdivision:

Plat

1. Need to add some easement.
2. Need to show your point of Commencement.
3. Need to set a finish floor elevation for all lots.

Sanitary Sewer Collection Plan

1. Need Sanitary Sewer line to the bottom of the flowline of the receiving manhole.
2. Need a cost estimate for Sanitary Sewer running south, possible stubout to the south.
3. Sanitary Sewer service needs to be stamped on the concrete face of curb.
4. Manhole needs to have a concrete ring on 1ft around manhole.

Paving and Drainage Layout

1. Need to provide a drainage area map.
2. C-Coefficient is too low (need to speak to Engineer).
3. Was drainage ditch flowing to a larger system, and where does it end up connecting too?
4. Need to raise the center section of the subdivision by 1ft. with fill.
5. Pavement detail to show 12" of caliche outside of the back of curb.

1. Need Erosion Control Plans.
2. All compaction to be at 98% proctor for all utilities crossing the street.

Sincerely,

Mardoqueo Hinojosa, P.E., CFM
Planning Director/City Engineer

WESLACO FIRE MARSHAL'S OFFICE

255 S. Kansas

Weslaco, Texas 78596

(956) 447-3415 Fax (956) 969-4921

DATE: 06/09/17

OCCUF. Y CLASS: Subdivision

FACILITY NAME: Midway Mobile Home Subdivision

PHYSICAL & MAILING ADDRESS: Midway Road by Mile 6 1/2 North

PHONE #: OWNER/MANAGER:

PLAN REVIEW – CHECK OFF LIST

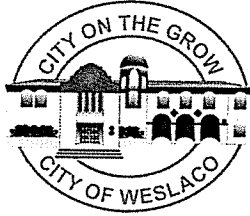
X		Approved as submitted	X	with notes
	A	Illuminated exit signs and emergency lighting shall be combination with 90 minute battery pack back-up.		
	B	All restrooms shall have emergency lighting with 90 minute battery pack back-up.		
	C	Shall provide minimum 5 lb. ABC dry chemical extinguisher at 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2012 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, 2012 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, 2012 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, 2012 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, 2012 Edition, Section 904.		
	I	Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2012 Edition, Section 904.11.5		
X	J	Shall have fire hydrant within 400'. Shall have 4 1/2" 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.		
	K	Fire department connection shall be free-standing, away from the building, minimum 1 1/2 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, 1/2" wide. IFC, 2012 Edition, Section 903.3.7 and all of section 912, IFC, 2012 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.		
X	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).		
X	M	Fire apparatus access road shall comply with IFC 2012 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)		
	N	Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2012 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	Gated community shall submit specs on gate and shall maintain a 20' clearance on each side of island prior to installation of gate. Shall provide combination for access to subdivision. Shall provide Knox Box Gate Entry System.		
	T	Shall post address in front of building plainly visible from the street with 6" x 1/2" 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 3/4" stroke red letters.		
	X	Shall provide fire lane painted with 6" red striping, with white lettering 4" x 3/4" stroke to read "No Parking Fire Lane" spaced every 10 to 12 feet.		
	Y	Shall submit a complete set of plans for construction to my office for further requirements.		
X	Z	Shall pay appropriate fees for the following:	X	Plan review (\$75.00)
		Sprinkler system plan review		Aboveground hydro test
				Fire alarm plan review
				Underground hydro test
				Fire alarm trip test
				Suppression system trip test

Asst. Fire Marshal Mike Swinnea

FIRE MARSHAL/FIRE INSPECTOR

City of Weslaco

"The City on the Grow"



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

Mike R. Perez, City Manager

June 15, 2017

RCI Development- Wisconsin, Ltd
P O Box 1110
Harlingen, Texas 78551

Re: Midway Mobile - Subdivision Review

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above mentioned subdivision:

1. Add West directional to Mimosa Street.
2. Minimum lot width for mobile lots is 60'
Applicant will need to apply for a variance for the proposed width
3. Lots 11-14 and 42-45 do not have the full 50 length. Length is not measured at the radius.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

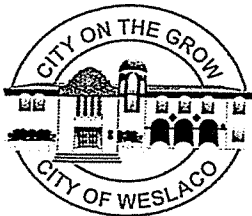
Sincerely,

Rebekah de la Fuente, C.F.M.
Senior Planner

CC: Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539

City of Weslaco

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

Mike R. Perez, City Manager

INTERNAL MEMO

DATE: June 12, 2017

TO: Rebekah de la Fuente, Senior Planner
Efrain Tafolla/Construction Insp./CADD Supervisor
Gilbert Garcia, Construction Inspector
Pete Garcia, Public Works Director/ Olga Garza
Chris Sanchez, Fire Marshal/Mike Swinnea
Rolando Gonzalez, Building Official
Chief Stephen S. Mayer, Police Department

FROM: Mardoqueo Hinojosa, P.E., Planning Director/ City Engineer¹²

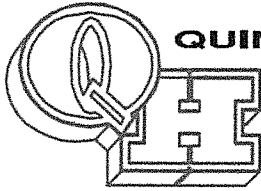
SUBJECT: Subdivision Review Meeting

A subdivision review meeting will be held on Friday, June 16, 2017 in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

- Chacha Subdivision – 9:30 a.m.
- Midway Mobile – 10:00 a.m.

Please make every effort to attend or send a representative, if you or a representative is unable to attend, submit your comments in writing. Be advised that all comments must be received before the scheduled meeting in order to avoid delays of construction.

Should you have any questions, please call 447-3401.



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062

Engineering Firm Registration No. F-1513

Surveying Firm Registration No. 100411-00

Municipal & County Projects ★ Subdivisions ★ Surveys

**DRAINAGE REPORT
FOR
MIDWAY MOBILE HOME SUBDIVISION**

A 25.263 Acre tract of land being All of Farm Tract 643, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 2, Pages 34-37, Map Records, Hidalgo County, Texas, and according to Warranty Deed recorded under County Clerk's Document Number 1877543, official records, Hidalgo County, Texas, save and except the City of Weslaco Tract being 0.0367 of an acre out of Farm Tract 643, West and Adams Tracts Subdivision, according to Correction Warranty Deed recorded under County Clerk's Document Number 1972556, official records, Hidalgo County, Texas.

This subdivision is located at the southeast corner of Midway Road and Mile 6 1/2 North Road and it is inside the city limits of the City of Weslaco. The proposed subdivision will consist of 118 residential lots.

The tract is Zone "X" as per FEMA Flood Insurance Rate Map Community Panel No. 480334 0450 C dated June 6, 2000 with LOMR dated May 30, 2002; and Zone "B" as per FEMA Flood Insurance Rate Map, Community Panel No. 480334 0525 B dated January 2, 1981.

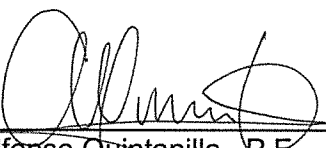
The soil symbol and name is (26) Hidalgo which consists of Fine Sandy Loam, Sandy Clay and Clay Loam (SC, SM-SC, and CL). This soil is in Hydrologic Group "B" and is well drained

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 a gradual slope runoff in a southerly direction. The existing runoff for the proposed subdivision is $Q = 10.58$ cubic feet per second based on a 10-year storm.

After development the runoff will be $Q = 34.78$ cubic feet per second for an increase of $Q = 24.20$ cubic feet per second (25 year storm). Detention will be 80,854.52 cubic feet (1.86 acre feet) and will be accomplished by excavating the existing Drain Ditch on the south side of the subdivision. The Drain Ditch will be dedicated to the Hidalgo County Drainage District No.1 (H.C.D.D. No.1) by the plat. The street runoff will be collected by a storm sewer system consisting of 18" and 24" pipes and Type "A" Inlets that will discharge into the existing Drain Ditch. 85.00 feet of right of way for the Drain Ditch is being dedicated to the H.C.D.D. No.1 by the plat.

The drainage calculations are attached.



Alfonso Quintanilla, P.E.
June 8, 2017



MIDWAY MOBILE HOME SUBDIVISION (25 year).xls

EXISTING:

Area = 25.263 acres
 V = 0.15
 D = 1000.00 Ft
 c = 0.20

$t = D / V(3600)$
 t = 1.85 Hrs = 111.11 min

From Rainfall Intensity Curve: i = 2.09

Q = ciA
 Q = 10.58 cfs

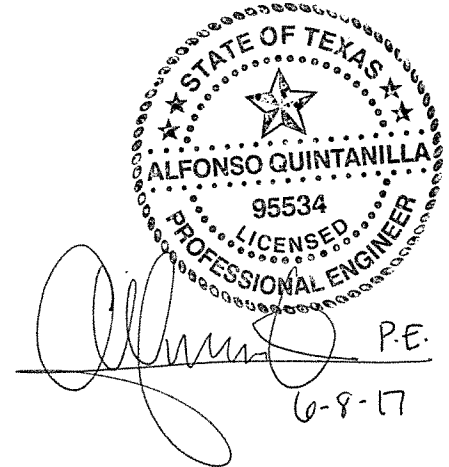
FUTURE:

Area = 25.263 Acres
 V = 0.30
 D = 1000.00 Ft
 c = 0.35

$t = D / V(3600)$
 t = 0.93 Hrs = 55.56 min

From Rainfall Intensity Curve: i = 3.93

Q = ciA
 Q = 34.78 cfs



t (hr)	i (in/hr)	Qfut (cfs)	Vfut (cf)	Qext (cfs)	Vext (cf)	Vfut - Vext (cf)
0.25	8.40	74.28	66849.77	10.58	9523.55	57326.22
0.50	5.79	51.21	92178.15	10.58	19047.10	73131.05
0.75	4.51	39.89	107703.39	10.58	28570.65	79132.74
1.00	3.74	33.04	118948.71	10.58	38094.20	80854.52
1.25	3.21	28.40	127813.27	10.58	47617.74	80195.52
1.50	2.83	25.03	135164.39	10.58	57141.29	78023.10
2.00	2.31	20.42	147003.66	10.58	76188.39	70815.27
3.00	1.72	15.22	164322.34	10.58	114282.59	50039.75
4.00	1.39	12.30	177175.23	10.58	152376.78	24798.44
5.00	1.18	10.42	187532.66	10.58	190470.98	-2938.32

PEAK VOLUME = 80854.52 cf
 Peak Volume = 1.86 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
Drives & Walks:	
Concrete	0.75

MIDWAY MOBILE HOME SUBDIVISION

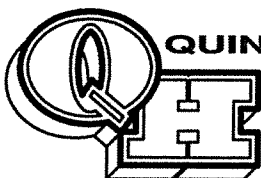
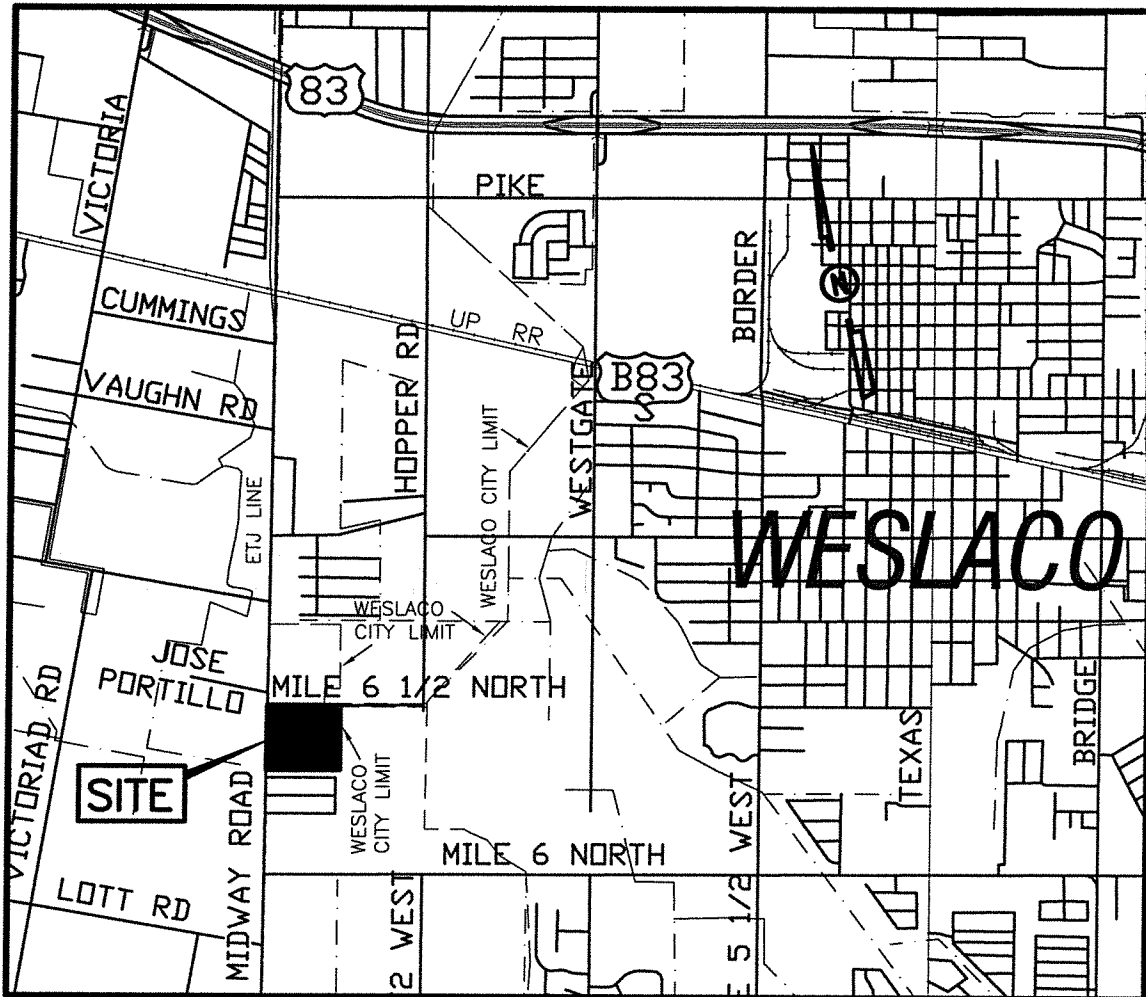
RAINFALL INTENSITY FOR HIDALGO COUNTY

TIME (Min)	10 YEAR (In / Hr)	25 YEAR (In / Hr)	TIME (Min)	10 YEAR (In / Hr)	25 YEAR (In / Hr)	TIME (Min)	10 YEAR (In / Hr)	25 YEAR (In / Hr)
1	14.283	16.352	31	4.913	5.680	61	3.184	3.695
2	13.28	15.215	32	4.820	5.573	62	3.149	3.655
3	12.425	14.244	33	4.731	5.471	63	3.115	3.616
4	11.687	13.404	34	4.646	5.373	64	3.082	3.578
5	11.041	12.671	35	4.584	5.279	65	3.050	3.541
6	10.472	12.023	36	4.485	5.189	66	3.018	3.504
7	9.965	11.446	37	4.409	5.102	67	2.987	3.469
8	9.512	10.930	38	4.337	5.018	68	2.957	3.434
9	9.102	10.464	39	4.266	4.938	69	2.928	3.400
10	8.731	10.041	40	4.199	4.860	70	2.890	3.367
11	8.393	9.658	41	4.134	4.786	71	2.871	3.335
12	8.084	9.302	42	4.071	4.713	72	2.843	3.303
13	7.799	8.978	43	4.010	4.644	73	2.818	3.272
14	7.536	8.676	44	3.951	4.576	74	2.700	3.241
15	7.293	8.400	45	3.894	4.511	75	2.784	3.212
16	7.068	8.142	46	3.839	4.448	76	2.730	3.183
17	6.856	7.901	47	3.786	4.387	77	2.714	3.154
18	6.659	7.676	48	3.734	4.327	78	2.890	3.126
19	6.474	7.465	49	7.684	4.270	79	2.666	3.099
20	8.301	7.268	50	3.636	4.214	80	2.643	3.072
21	8.138	7.081	51	3.589	4.160	81	2.620	3.046
22	5.985	6.906	52	3.543	4.106	82	2.598	3.020
23	5.839	6.740	53	3.499	4.057	83	2.576	2.995
24	5.702	6.583	54	3.455	4.007	84	2.554	2.970
25	5.572	6.434	55	3.413	3.959	85	2.533	2.946
26	5.448	6.292	56	3.373	3.912	86	2.512	2.922
27	5.331	6.158	57	3.333	3.866	87	2.492	2.808
28	5.219	6.030	58	3.294	3.822	88	2.472	2.875
29	5.112	5.908	59	3.257	3.779	89	2.452	2.853
30	5.011	5.791	60	3.220	3.736	90	2.433	2.830

MIDWAY MOBILE HOME SUBDIVISION

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
OFFICE@QHAENGINEERING.COM

NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

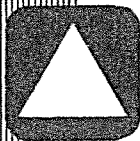
**HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)**

PANEL 525 OF 525

ZONE "B"

COMMUNITY-PANEL NUMBER
480334 0525 B

EFFECTIVE DATE:
JANUARY 2, 1981



**federal emergency management agency
federal insurance administration**

KEY TO MAP

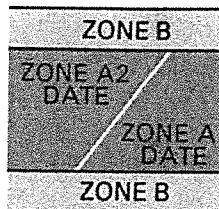
500-Year Flood Boundary —————

100-Year Flood Boundary —————

Zone Designations* With
Date of Identification
e.g., 12/2/74

100-Year Flood Boundary —————

500-Year Flood Boundary —————



Base Flood Elevation Line
With Elevation In Feet**

~~~~~ 513 ~~~~~

Base Flood Elevation in Feet  
Where Uniform Within Zone\*\*

(EL 987)

Elevation Reference Mark

RM7<sub>x</sub>

River Mile

• M1.5

\*\*Referenced to the National Geodetic Vertical Datum of 1929

### \*EXPLANATION OF ZONE DESIGNATIONS

#### ZONE

#### EXPLANATION

|        |                                                                                                                                                                                                                                                                                                  |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A      | Areas of 100-year flood; base flood elevations and flood hazard factors not determined.                                                                                                                                                                                                          |
| A0     | Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.                                                                                                                      |
| AH     | Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.                                                                                                                             |
| A1-A30 | Areas of 100-year flood; base flood elevations and flood hazard factors determined.                                                                                                                                                                                                              |
| A99    | Areas of 100-year flood to be protected by flood protection system under construction; base flood elevations and flood hazard factors not determined.                                                                                                                                            |
| B      | Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading) |
| C      | Areas of minimal flooding. (No shading)                                                                                                                                                                                                                                                          |
| D      | Areas of undetermined, but possible, flood hazards.                                                                                                                                                                                                                                              |
| V      | Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.                                                                                                                                                                      |
| V1-V30 | Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.                                                                                                                                                                          |

### NOTES TO USER

Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

For adjoining map panels, see separately printed Index To Map Panels.

INITIAL IDENTIFICATION:  
MAY 23, 1978

NFIP

PANEL 0450 C

NATIONAL FLOOD INSURANCE PROGRAM

**FIRM**

FLOOD INSURANCE RATE MAP

**HIDALGO COUNTY,  
TEXAS  
(UNINCORPORATED AREAS)**

ZONE "X"  
(SHADED)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000



REVISED TO  
REFLECT LOMR  
DATED MAY 20 2002

Federal Emergency Management Agency

of M  
NOT I

30, 2002

## LEGEND



### SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.

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

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

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



### FLOODWAY AREAS IN ZONE AE



### OTHER FLOOD AREAS

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



### OTHER AREAS

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

**ZONE D** Areas in which flood hazards are undetermined.

### UNDEVELOPED COASTAL BARRIERS



Identified  
1983



Identified  
1990



Otherwise  
Protected Areas

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



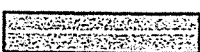
Floodplain Boundary



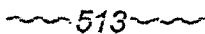
Floodway Boundary



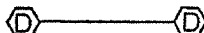
Zone D Boundary



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



Base Flood Elevation line; Elevation in Feet \*



cross Section Line

(EL 987)

Base Flood Elevation in Feet Where Uniform Within Zone \*

RM 7<sub>x</sub>

Elevation Bench Mark (See notes below)

• M1.5

River Mile

\*Referenced to the National Geodetic Vertical Datum of 1929

## NOTES

This map is for use in administering the National Flood Insurance Program; it does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size, or all planimetric features outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFEs, and for any information on floodway delineations, prior to use of this map for property purchase or construction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-A30, AH, AO, A99, V, VE and V1-V30.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

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

Floodway widths in some areas may be too narrow to show to scale. Refer to Floodway Data Tables where floodway widths are shown at 100-foot intervals.



FLOOD  
MAP



6

WOODS  
AIRPORT

City of Donna  
(AREA NOT INCLUDED)

MISSOURI

PACIFIC

ROUTE

374

ROADWAY

MIDWAY

ZONE X

(lomr) 5-30-02

480334 0456 C

480334 0525 B

RAILWAY

SITE

ZONE C

MILE 6

NORTH

ZONE

ZONE B

WEST  
ROAD

WEST

MILE 6 1/2

MILE 6

MILE 5

NORTH

MIDWAY

ROAD

ZONE AH  
(EL 70)

RM50

COUNTY ROAD

KE

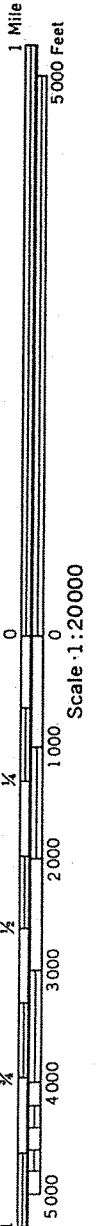


TABLE 16.--ENGINEERING INDEX PROPERTIES--Continued

| 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-----                  | 0-80  | Fine sand-----                    | SP-SM, SM      | A-2-4, A-3             | 100                               | 100    | 75-100 | 5-25   | <25          | NP-3             |
| Falfurrias               |       |                                   |                |                        |                                   |        |        |        |              |                  |
| 15-----                  | 0-7   | Clay-----                         | CL, CH         | A-7-6                  | 100                               | 100    | 100    | 90-100 | 41-55        | 20-30            |
| Grulla                   | 7-65  | Silty clay, clay                  | CH             | A-7-6                  | 100                               | 100    | 100    | 90-100 | 52-66        | 28-39            |
| 16, 17, 18-----          | 0-18  | Fine sandy loam                   | SC, SM-SC, SM  | A-2-4                  | 100                               | 95-100 | 95-100 | 17-35  | <30          | NP-8             |
| Hargill                  | 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-----              | 0-8   | Clay-----                         | CH             | A-7-6                  | 100                               | 100    | 100    | 90-100 | 51-85        | 32-60            |
| Harlingen                | 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-----          | 0-17  | Sandy loam-----                   | SM             | A-2-4                  | 100                               | 100    | 75-100 | 13-24  | <25          | NP-4             |
| Hebbronville             | 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-----          | 0-17  | Fine sandy loam                   | SC, SM-SC      | A-4, A-6               | 100                               | 95-100 | 90-100 | 36-50  | 20-30        | 4-11             |
| Hidalgo                  | 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-----          | 0-17  | Sandy clay loam                   | SC, CL         | A-6                    | 100                               | 95-100 | 90-100 | 36-55  | 29-40        | 11-20            |
| Hidalgo                  | 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 18.--SOIL AND WATER FEATURES

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

| Map symbol and soil name              | Hydro-logic group | Flooding      |            | High water table |           |          |         | Cemented pan |          | Risk of corrosion |           |
|---------------------------------------|-------------------|---------------|------------|------------------|-----------|----------|---------|--------------|----------|-------------------|-----------|
|                                       |                   | Frequency     | Duration   | Months           | Depth     | Kind     | Months  | Depth        | Hardness | Uncoated steel    | Concrete  |
|                                       |                   |               |            |                  | <u>Ft</u> |          |         | <u>In</u>    |          |                   |           |
| 1.*<br>Arents                         |                   |               |            |                  |           |          |         |              |          |                   |           |
| 2-----<br>Benito                      | D                 | Occasional    | Long-----  | Sep-May          | 4.0-6.0   | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 3, 4-----<br>Brennan                  | B                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | Moderate          | Low.      |
| 5, 6-----<br>Camargo                  | B                 | Rare-----     | Brief----- | Sep-May          | >6.0      | ---      | ---     | ---          | ---      | Moderate          | Low.      |
| 7-----<br>Cameron                     | D                 | None-----     | ---        | ---              | 5.0-6.0   | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 8-----<br>Comitas                     | A                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | Low-----          | Low.      |
| 9, 10, 11-----<br>Delfina             | B                 | None-----     | ---        | ---              | 2.5-5.0   | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 12-----<br>Delmita                    | C                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | 20-40        | Thin     | Moderate          | Low.      |
| 13:*<br>Delmita-----                  | C                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | 20-40        | Thin     | Moderate          | Low.      |
| Randado-----                          | C                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | 8-20         | Thin     | Moderate          | Low.      |
| 14-----<br>Falfurrias                 | A                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | Low-----          | Low.      |
| 15**-----<br>Grulla                   | D                 | Frequent----- | Very long  | Sep-May          | +2-6.0    | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 16, 17, 18-----<br>Hargill            | B                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | High-----         | Low.      |
| 19-----<br>Harlingen                  | D                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | High-----         | Low.      |
| 20-----<br>Harlingen                  | D                 | None-----     | ---        | ---              | 5.0-6.0   | ---      | ---     | ---          | ---      | High-----         | Moderate. |
| 21:*<br>Harlingen-----                | D                 | None to rare  | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | High-----         | Low.      |
| Urban land.                           |                   |               |            |                  |           |          |         |              |          |                   |           |
| 22, 23, 24-----<br>Hebbronville       | B                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | Low-----          | Low.      |
| 25, 26, 27, 28,<br>29-----<br>Hidalgo | B                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | High-----         | Low.      |
| 30-----<br>Hidalgo                    | B                 | None-----     | ---        | ---              | 2.5-5.0   | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 31:*<br>Hidalgo-----                  | B                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | ---          | ---      | High-----         | Low.      |
| Urban land.                           |                   |               |            |                  |           |          |         |              |          |                   |           |
| 32:*<br>Jimenez-----                  | C                 | None-----     | ---        | ---              | >6.0      | ---      | ---     | 7-20         | Thin     | High-----         | Low.      |

See footnotes at end of table.

QUAD M P



MISSOURI

PACIFIC

WESLACO

SITE

MILE 6 1/2



Drill Hole

Drill Hole

Gas Well

270° 596

597

598000m.E.

INTERIOR-GEOLOGICAL SURVEY RESTON, VIRGINIA-1E14

25°07'30"

2896

2895

2894

2893

2892

2891

289000m.N.

HARLINGEN 19 MI.

MERCEDES 5 MI.  
HARLINGEN 20 MI.

78

10'

83

6TH ST

80

78

76

71

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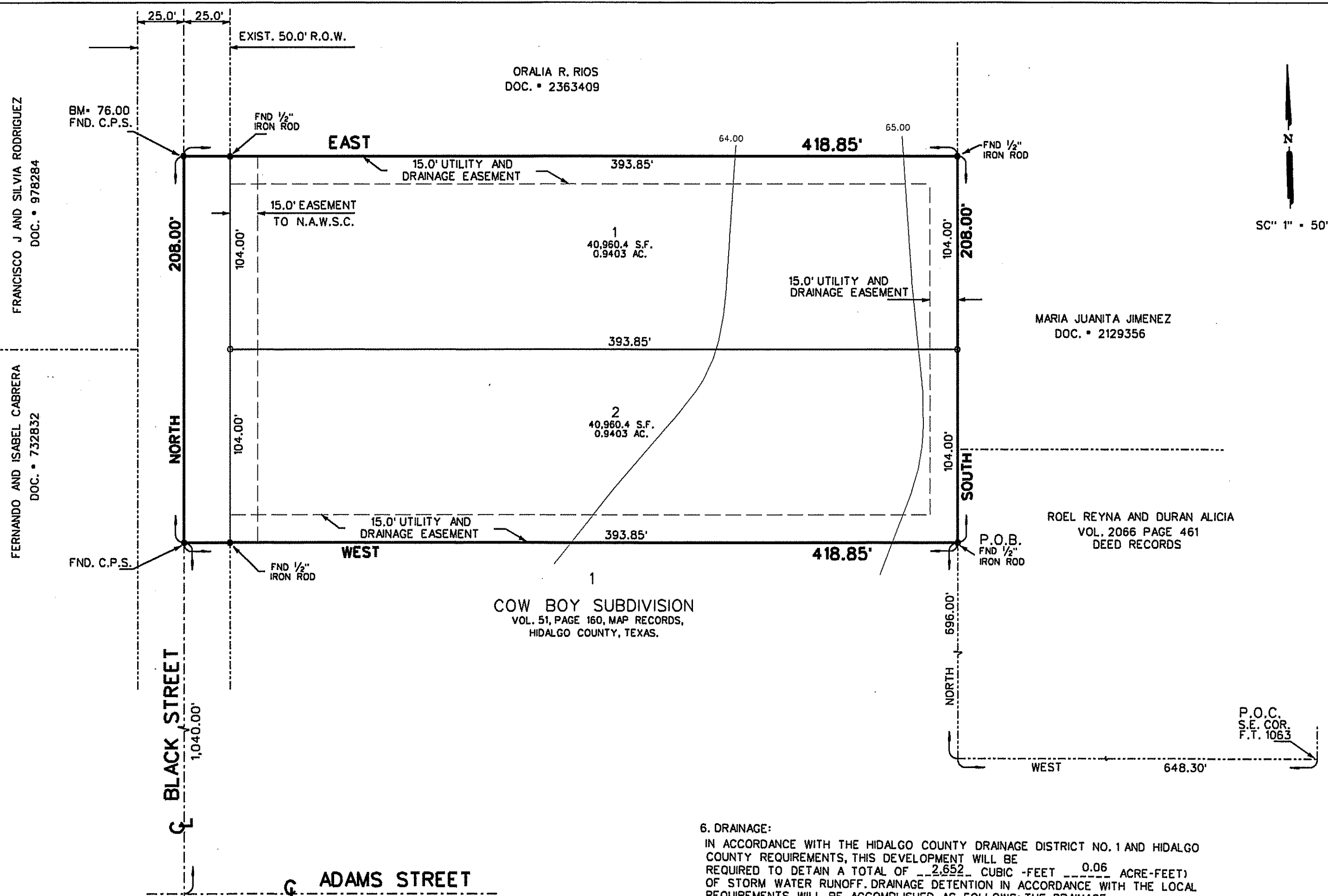




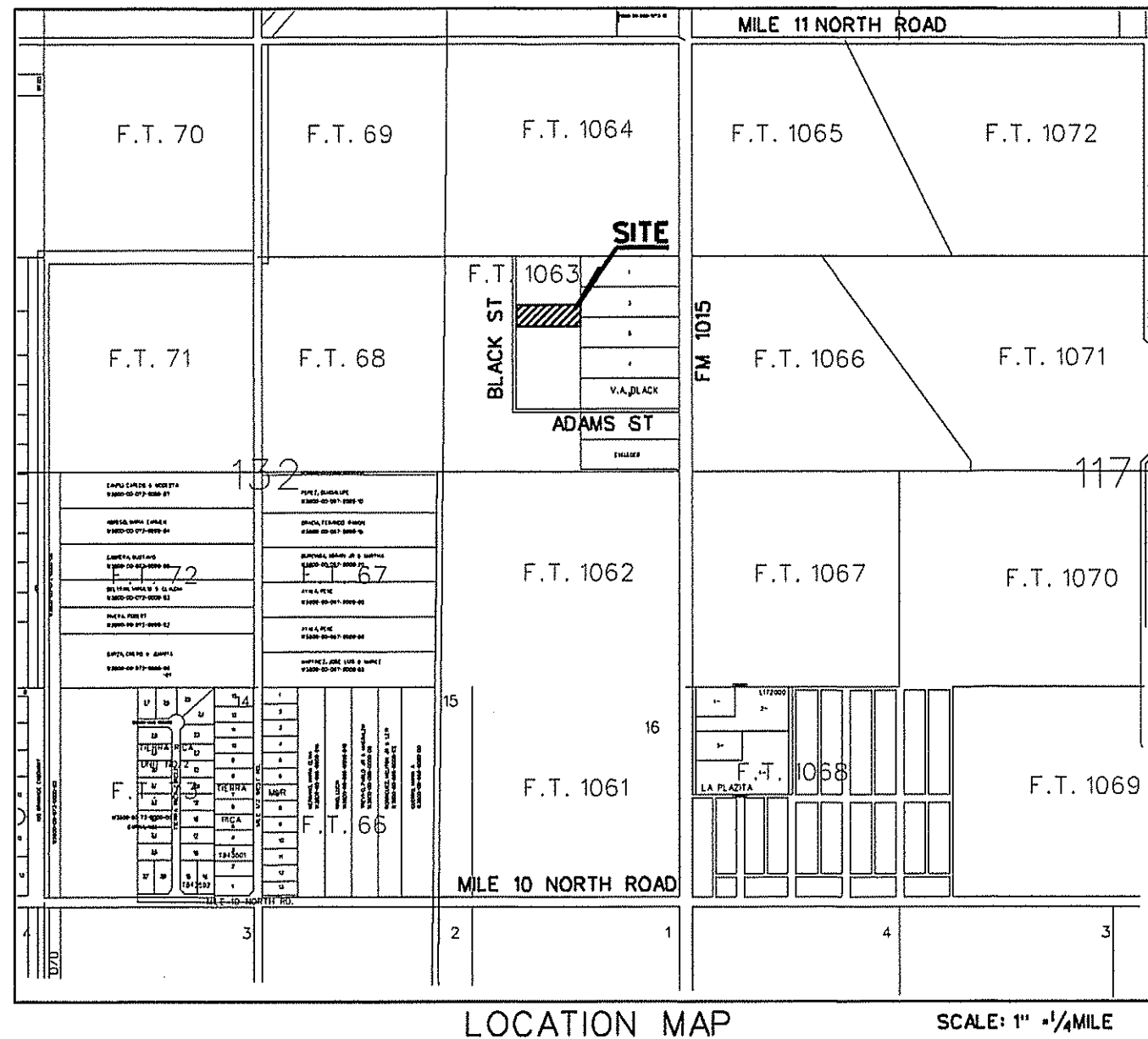
## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                                                                                                                                                       |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1151 |  |
| <b>From:</b><br>Mardoqueo Hinojosa                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration of the Final Plat for Fuentes Legacy Subdivision – a 2.00 acre tract of land out of the West 25.78 acres of Farm Tract 1063, West and Adams Tract Subdivision, Hidalgo County, Texas. Located on the ETJ on the east side of Black Street, 1,040 feet North of Adams Street and authorize the Mayor to execute any related documents. Possible Action (Staffed by Planning and Code Enforcement) |                 |                                                              |  |
| <b>Background:</b><br>The proposed two (2) lot subdivision is outside the City of Weslaco city limits. This subdivision is being serviced with water by N.A.W.S.C. through a 4" waterline and sewer services through OSSF. The developer is requesting a variance to permit an OSSF and a variance to the fire hydrant requirement. The property is within a Flood Zone "X".                                                                     |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                          | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>Planning and Zoning recommended approval on August 2, 2017 with approval of OSSF variance and denial of the fire hydrant variance.                                                                                                                                                                                                                  |                 |                                                              |  |
| Rebekah De La Fuente<br>Mardoqueo Hinojosa<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                         |                 | Created/Initiated<br>Approved<br>Final Approval              |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval of the final plat and compliance with the ordinance for the variance request                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Fuentes Subdivision Plat, Fuentes Subdivision attachments                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |

Staff will advise applicant



- GENERAL NOTES:
- MIN. BUILDING SETBACK LINES:  
FRONT 25.0'  
REAR 30.0' OR EASEMENT WHICH EVER IS GREATER  
SIDE 6.0' OR EASEMENT WHICH EVER IS GREATER
  - MINIMUM FINISH FLOOR NOTE:  
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTERLINE 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.
  - DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.
  - BENCHMARK NOTE:  
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:  
BENCH MARK ELEV. = 76.00' N.G.V.D. 29, C.P.S. AT NORTHWEST CORNER OF THIS SUBDIVISION.
  - FLOOD ZONE DESIGNATION:  
FLOOD ZONE "X"  
AREAS OF 500-YEAR FLOOD; AREAS OF 100 YEAR FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND ARE PROTECTED BY LEVEES FROM 100-YEAR FLOOD.  
COMMUNITY-PANEL No. 480334 0450 C  
MAP REVISED-JUNE 6, 2000  
MAP REVISED TO REFLECT LOMR: MAY-30-2002.  
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY 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).



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:  
FUENTES LEGACY SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 1N EAST SIDE OF HIDALGO COUNTY AND ON THE EAST SIDE OF BLACK STREET, 1040.00 FEET NORTH OF ADAMS STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO. ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 34,701/2010 CENSUS), FUENTES LEGACY SUBDIVISION LIES APPROXIMATELY 1.2 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

| REVISION NOTES |       |          |      |
|----------------|-------|----------|------|
| NO.            | SHEET | REVISION | DATE |
|                |       |          |      |
|                |       |          |      |
|                |       |          |      |
|                |       |          |      |

PRINCIPAL CONTACTS:

| NAME                                 | ADDRESS             | CITY & ZIP            | PHONE          |
|--------------------------------------|---------------------|-----------------------|----------------|
| OWNER: ANTONIA FUENTES               | 5108 BLACK ST       | WESLACO, TEXAS.       | (956) 261-1979 |
| ENGINEER: GUILLERMO A. ARRATIA, P.E. | 526 N. 5TH ST.      | DONNA, TX 78537.      | (956) 784-0218 |
| SURVEYOR: REYNALDO ROBLES            | 107 W. HUISACHE ST. | WESLACO, TEXAS. 78596 | 956-968-2422   |

## FUENTES LEGACY SUBDIVISION

A 2.00 ACRE TRACT OF LAND OUT OF THE WEST 25.78 ACRES OF FARM TRACT 1063, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEGINNING AT A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS WEST, 648.30 FEET AND NORTH 696.00 FEET FROM THE SOUTHEAST CORNER OF FARM TRACT 1063:

THENCE: WEST, PASSING A 1/2" IRON ROD FOUND AT 393.85 FEET FOR THE EAST R.O.W. LINE OF BLACK STREET, A TOTAL DISTANCE OF 418.85 FEET TO A COTTON PICKER SPINDLE FOUND IN THE CENTERLINE OF BLACK STREET FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE: NORTH, 208.00 FEET TO A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF THIS TRACT:

THENCE: EAST, PASSING A 1/2" IRON ROD FOUND AT 25.00 FEET FOR THE EAST R.O.W. LINE OF BLACK STREET, A TOTAL DISTANCE OF 418.85 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT:

THENCE: A DISTANCE OF 208.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.00 ACRES OF LAND MORE OR LESS.

RIGHT OF WAY EASEMENT.  
KNOW 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 EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE 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 BEGIN THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTEE FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEGIN THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTEE 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 GRANTEE CONVEYANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES 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 EXECUTED THIS INSTRUMENT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

|                      |      |                        |      |
|----------------------|------|------------------------|------|
| OWNER: EFRAN FUENTES | DATE | OWNER: ANTONIA FUENTES | DATE |
| 5108 BLACK ST        |      | 5108 BLACK ST          |      |
| WESLACO, TEXAS.      |      | WESLACO, TEXAS.        |      |

THIS PLAT IS HERE BY APPROVED BY THE HIDALGO & CAMERON COUNTY IRRIGATION DISTRICT No. 9 DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HCCID No. 9 RIGHTS-OF-WAY AND/ OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
- HCCID No. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WILL HCCID No. 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.
- HCCID No. 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 COUNTY IRRIGATION DISTRICT No. 9



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

HIDALGO COUNTY  
CERTIFICATE OF PLAT APPROVAL  
UNDER LOCAL GOVERNMENT CODE § 232.028(A)

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FUENTES LEGACY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON \_\_\_\_\_, 2017.

ON: \_\_\_\_\_ AT \_\_\_\_\_ AM/PM  
INSTRUMENT NUMBER \_\_\_\_\_  
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

By: \_\_\_\_\_ DEPUTY

HIDALGO COUNTY JUDGE \_\_\_\_\_ DATE \_\_\_\_\_

ATTEST: \_\_\_\_\_  
HIDALGO COUNTY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

DATE OF PREPARATION: MAY 29, 2017

**NAIN ENGINEERING, L.L.C.**  
CONSULTING ENGINEER  
526 N. 5TH STREET FIRM NO. F-9050 PH. (956) 784-0218  
DONNA, TEXAS. 78537 E-MAIL: NAINENGINEERING@YAHOO.COM

STATE OF TEXAS  
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION  
WE EFRAN FUENTES AND ANTONIA FUENTES OWNER OF THE 2.00 ACRES TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED "FUENTES LEGACY SUBDIVISION" HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREIN.  
WE CERTIFY THAT WE HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT  
(A) THE WATER QUALITY AND CONNECTION TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;  
(B) SEWER CONNECTION TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;  
(C) ELECTRICAL CONNECTION PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND  
(D) GAS CONNECTION, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.  
WE ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT IS TRUE AND COMPLETE.

|                      |      |                        |      |
|----------------------|------|------------------------|------|
| OWNER: EFRAN FUENTES | DATE | OWNER: ANTONIA FUENTES | DATE |
| 5108 BLACK ST        |      | 5108 BLACK ST          |      |
| WESLACO, TEXAS.      |      | WESLACO, TEXAS.        |      |

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EFRAN FUENTES AND ANTONIA FUENTES, WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

NOTARY PUBLIC, FOR THE STATE OF TEXAS

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 WATER CODES 49.011 (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 E. SESIN, P.E., C.F.M. | DATE |
| GENERAL MANAGER             |      |

I, THE UNDERSIGNED, THE MAYOR 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.

|                        |      |                |      |
|------------------------|------|----------------|------|
| MAYOR, CITY OF WESLACO | DATE | CITY SECRETARY | DATE |
|------------------------|------|----------------|------|

THIS SUBDIVISION PLAT OF FUENTES LEGACY SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

COUNTY OF HIDALGO  
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF FUENTES LEGACY SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON \_\_\_\_\_

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HIDALGO

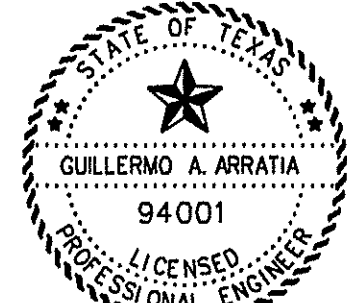
I, THE UNDERSIGNED, REYNALDO ROBLES, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND WAS CORRECTLY MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REYNALDO ROBLES  
REG. PROFESSIONAL LAND SURVEYOR # 4032  
P.O. BOX 476  
107 W. HUISACHE ST.  
WESLACO, TEXAS. 78596  
PH. 956-968-2422

STATE OF TEXAS  
COUNTY OF HIDALGO

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

*Guillermo A. Arratia* 7/1/17  
GUILLERMO A. ARRATIA  
LICENSED PROFESSIONAL ENGINEER No. 94001  
526 N. 5TH ST.  
DONNA, TEXAS. 78537

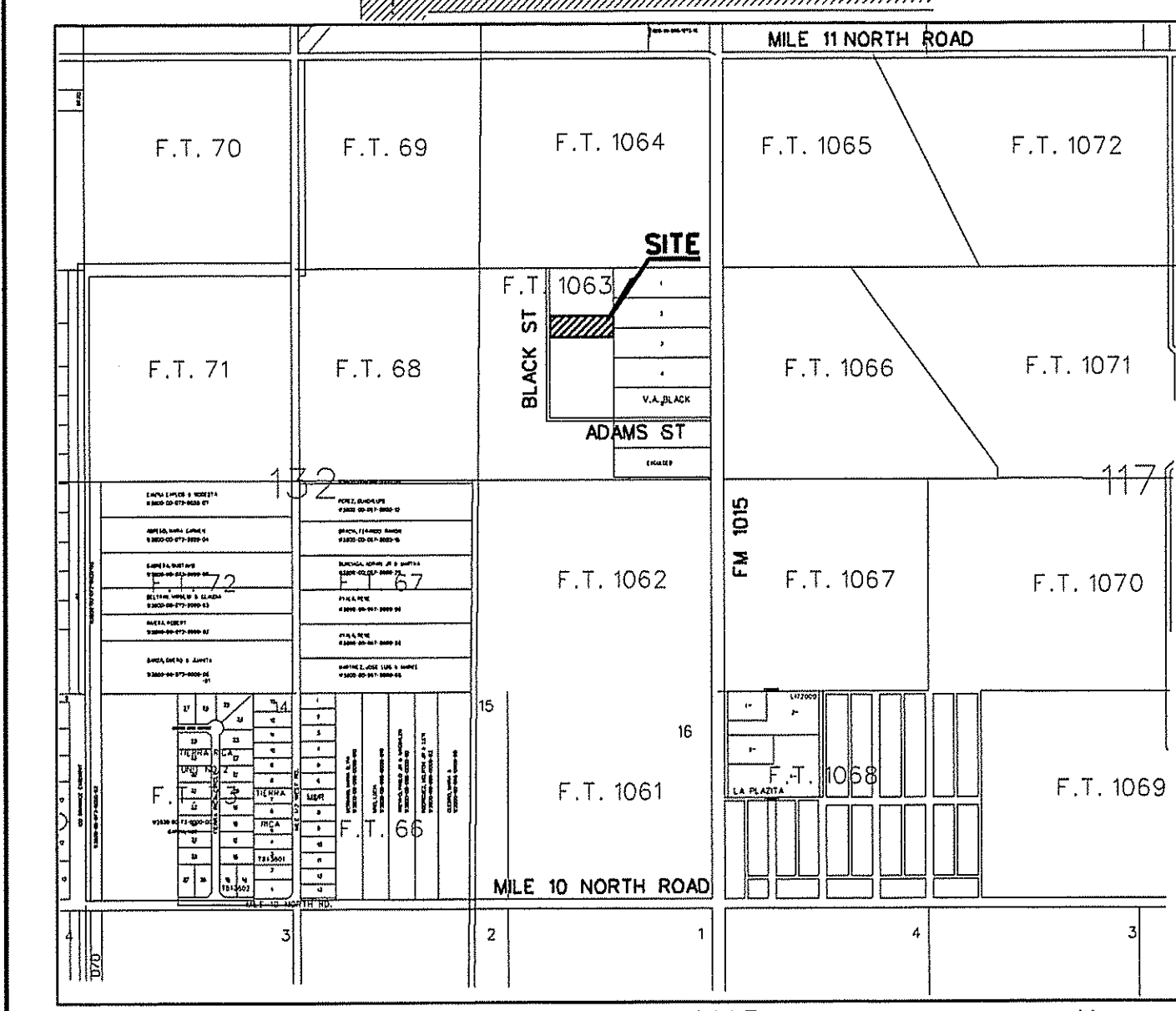
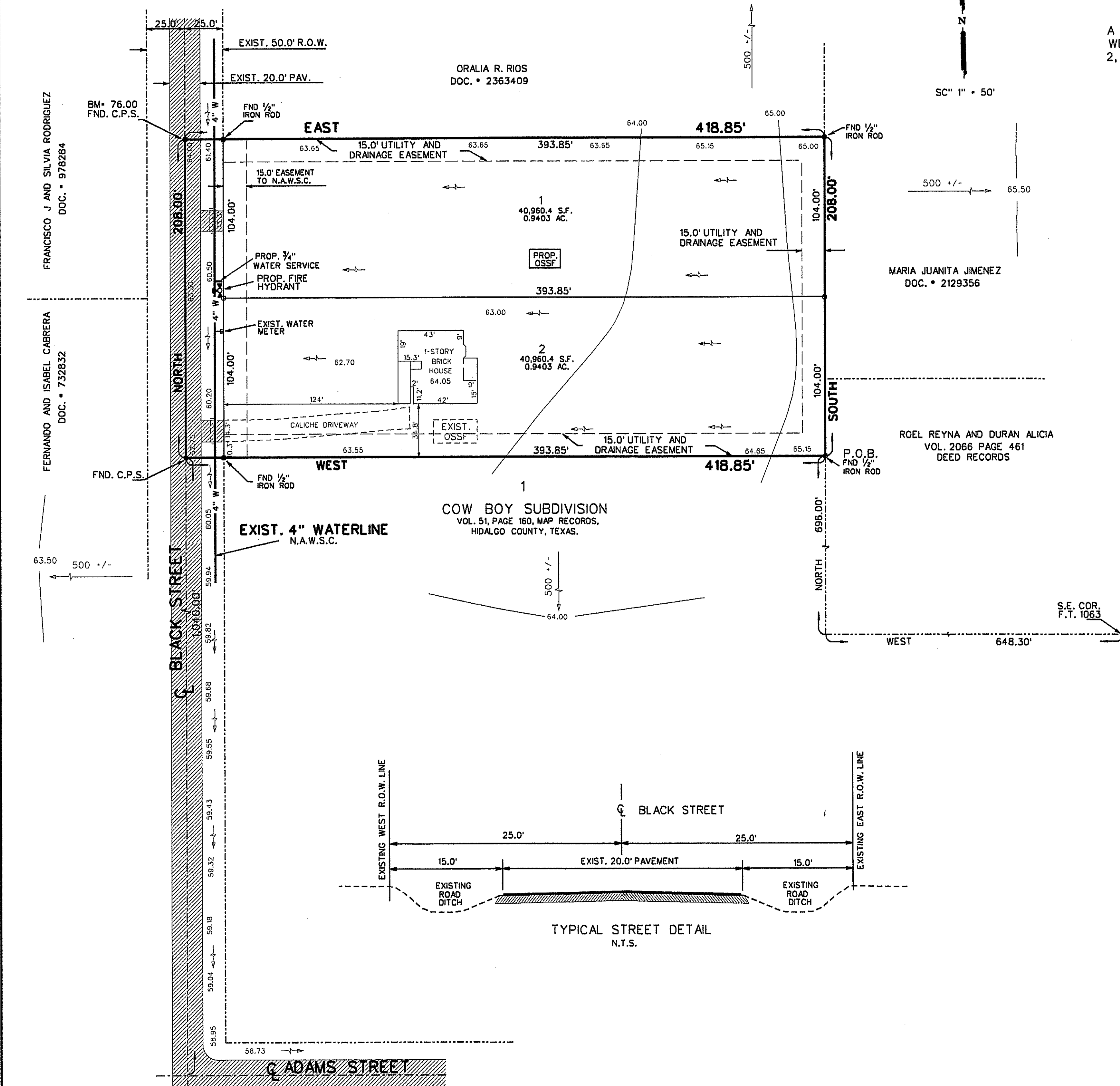


SHEET 1 OF 2

| INDEX TO SHEET OF FUENTES LEGACY SUBDIVISION |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SHEET 1                                      | HEADINGS: INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|                                              | PLAT WITH METES AND BOUNDS; SURVEYOR'S AND ENGINEER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.C.I.D. No. 1 CERTIFICATION; H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES |
| SHEET 2                                      | WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); HYDRAULIC WATER SERVICE CONNECTION; OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION                                                                                                                                                                                                 |
|                                              | DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE; AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS                                                                                                                                                                                                                                                                                                        |



MAP OF WATER DISTRIBUTION SYSTEM  
MAPA DE DISTRIBUCION DE AGUA



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:  
FUENTES LEGACY SUBDIVISION IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 11N EAST SIDE OF HIDALGO COUNTY AND ON THE EAST SIDE OF BLACK STREET, 1,040.00 FEET NORTH OF ADAMS STREET. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF WESLACO, TEXAS. ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 34,701/2010 CENSUS), FUENTES LEGACY SUBDIVISION LIES APPROXIMATELY 1.2 MILES FROM THE CITY LIMITS OF WESLACO AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

FUENTES LEGACY  
SUBDIVISION

A 2.00 ACRE TRACT OF LAND OUT OF THE WEST 25.78 ACRES OF FARM TRACT 1063, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP RECORDED IN VOLUME 2, PAGE 35, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SUBDIVIDER CERTIFICATION:  
1.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOT MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANK MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:  
1.- WE EFRAIN FUENTES AND ANTONIA FUENTES SUBDIVIDERS OF FUENTES LEGACY SUBDIVISION HEREBY CERTIFY SEWER PERMITS HAVE BEEN PAID AND ARE ON FILE WITH THE HIDALGO COUNTY HEALTH DEPARTMENT THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

OWNER: EFRAIN FUENTES  
5108 BLACK ST  
WESLACO, TEXAS.

DATE

OWNER: ANTONIA FUENTES  
5108 BLACK ST  
WESLACO, TEXAS.

DATE

STATE OF TEXAS  
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED EFRAIN FUENTES AND ANTONIA FUENTES PROVED TO BE THROUGH THEIR TEXAS DEPARTMENT OF PUBLIC SAFETY FOR A LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF \_\_\_\_, 2017

NOTARY PUBLIC, FOR THE STATE OF TEXAS

FINAL WATER AND SEWER ENGINEERING REPORT  
WATER SUPPLY: DESCRIPTION, COST, AND OPERABILITY DATE:  
FUENTES LEGACY SUBDIVISION WILL BE PROVIDED WITH POTABLE WATER BY THE NORTH ALAMO WATER SUPPLY (N.A.W.S.C.). THE SUBDIVIDER AND N.A.W.S.C. HAVE ENTERED INTO A CONTRACT IN WHICH N.A.W.S.C. HAS PROMISED TO PROVIDE SUFFICIENT WATER TO THE SUBDIVISION FOR AT LEAST 30 YEARS AND N.A.W.S.C. HAS PROVIDED DOCUMENTATION TO SUFFICIENTLY ESTABLISH THE LONG TERM QUANTITY AND QUALITY OF THE AVAILABLE WATER SUPPLIES TO SERVE THE FULL DEVELOPMENT OF THIS SUBDIVISION.

N.A.W.S.C. HAS AN EXISTING 4" DIAMETER WATERLINE RUNNING ALONG THE EAST RIGHT-OF-WAY OF BLACK STREET

WATER DISTRIBUTION FOR FUENTES LEGACY SUBDIVISION CONSIST OF AN EXISTING WATER METER ON LOT 2, AND A 1-3/4" SINGLE WATER SERVICE FOR LOT 1, SAID SERVICE TERMINATE AT THE WATER METER BOX, AN A FIRE HYDRANT AND THE METER BOX HAVE ALREADY BEEN INSTALLED AT A TOTAL COST OF \$5,600.00, IN ADDITION THE SUBDIVIDER HAS PAID N.A.W.S.C. THE SUM OF \$750.00, WHICH COVERS THE COST FOR LOTS 1 AND 2, AS STATED IN THE 30 YEAR WATER SERVICE AGREEMENT WHICH SUM REPRESENTS THE TOTAL COST OF THE WATER METER, RIGHTS ACQUISITION FEES, AND ALL MEMBERSHIP OR OTHER FEES ASSOCIATED WITH CONNECTING THE INDIVIDUAL LOTS IN THE SUBDIVISION TO N.A.W.S.C. UPON REQUEST BY THE LOT OWNER, N.A.W.S.C. WILL PROMPTLY INSTALL AT NO CHARGE THE WATER METER FOR LOT 1

THE ENTIRE WATER FACILITIES HAVE BEEN APPROVED AND ACCEPTED BY N.A.W.S.C., AND SAID DISTRIBUTION SYSTEM IS OPERABLE AS OF THE DATE OF THE RECORDING OF THE PLAT.

LOT 2 HAS AN EXISTING WATER METER

SEWAGE FACILITIES: DESCRIPTION, COSTS, AND OPERABILITY DATES:  
SEWAGE FROM FUENTES LEGACY SUBDIVISION WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENTS SEPTIC TANK AND A DRAIN FIELD ON THIS LOT. THE SITE EVALUATOR ISACC MATA REG. # 11121, HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. EACH LOT HAS ADEQUATE AREA FOR A REPLACEMENTS DRAIN FIELD.

EACH LOT IN THE PROPOSED SUBDIVISION IS AT LEAST 1/2 ACRE IN SIZE. THE NATURAL RESOURCE CONSERVATION SERVICE SOIL SURVEY BOOK INDICATED A SANDY LOAM SOIL FOR THE AREA AT LEAST TWO SOIL EXCAVATIONS WERE PERFORMED ON THE SITE, AT OPPOSITE ENDS OF THE SOIL IS A TEXTURE CLASS II SANDY LOAM BLOCKY, EXTENDING UP TO 36" BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUNDWATER OR A RESTRICTIVE LAYER WITHIN 24" OF BOTTOM OF THE PROPOSED EXCAVATIONS. THE SUBDIVISION DRAINS WELL.

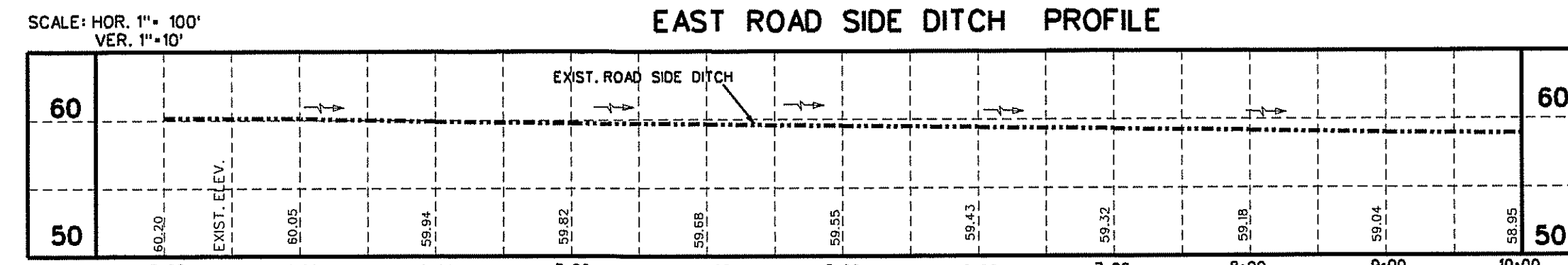
THE COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS \$1,500.00, INCLUDING THE COST FOR THE REQUIRED PERMIT AND LICENSE. ALL OSSF'S HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT AT TOTAL COST OF \$1,500.00. THE HIDALGO COUNTY HEALTH DEPARTMENT HAS INSPECTED AND APPROVED THE INSTALLATION OF ALL OSSF ON

LOT 2 HAVE AN EXISTING OSSF

ENGINEER CERTIFICATION:  
BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER AND SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE, I CERTIFY THAT THE COST TO INSTALL THE WATER DISTRIBUTION SYSTEM AND ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES: THESE FACILITIES FULLY CONSTRUCTED, WITH THE INSTALLATION OF WATER METER AND FIRE HYDRANT WILL COST A GRAND TOTAL OF \$6,350.00

SEWAGE FACILITIES - SEPTIC SYSTEM HAS BEEN INSTALLED AT A TOTAL COST OF \$1,500.00



MAP OF TOPOGRAPHY AND DRAINAGE  
MAPA DE TOPOGRAFIA Y DRENAJE

DRAINAGE REPORT:

MAY 2017  
DRAINAGE REPORT:  
BY: GUILLERMO A. ARRATIA, P.E.  
FUENTES LEGACY SUBDIVISION  
HIDALGO COUNTY, TEXAS

PROJECT LOCATION:  
THE PROPERTY IS LOCATED ON THE EAST SIDE OF BLACK STREET  
1,040.00 FEET NORTH OF ADAMS STREET

FLOOD PLAIN:  
THE SUBJECT TRACT LIES IN ZONE "X1"  
AREAS OF 500-YEAR FLOOD: AREAS OF 100 YEAR  
FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR  
WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE  
AND ARE PROTECTED BY LEVEES FROM 100-YEAR  
FLOOD.  
COMMUNITY-PANEL No. 480334 0450 C  
MAP REVISED: JUNE 6, 2000.  
MAP REVISED TO REFLECT LOMR: MAY 30, 2002.

SOIL CONDITIONS:  
A REVIEW OF THE SOIL SURVEY OF HIDALGO COUNTY INDICATES THE SUBJECT TRACT LIES IN AN AREA OF PREDOMINANTLY HIDALGO SANDY CALY LOAM SOIL THAT HAS A POOR LOW SHRINK-SWALE POTENTIAL AND IS LISTED IN HYDROLOGICAL GROUP B.

EXISTING CONDITIONS:  
THE SUBJECT TRACT IS CURRENTLY DEVELOPED, LOT 2 HAVE AN EXISTING HOUSE  
THE EXISTING TERRAIN HAS A GRADE OF APPROXIMATELY (0.01%), EXISTING RUNOFF  
(1.41 CFS) FROM THE SITE IS BY FORM OF SHEET FLOW RUNS TOWARDS  
THE WEST SIDE OF THIS TRACT.

PROPOSED CONDITIONS:  
THE PROPOSED CONDITIONS FOR THIS SUBJECT TRACT CONSIST OF TWO LOTS FOR RESIDENTIAL USE.  
THE STORM SEWER RUNOFF AFTER DEVELOPMENT WILL BE INCREASE 0.76 CFS FOR A TOTAL 1.90 CFS.  
I HAVE CALCULATED THAT 2,652 CF OF STORM SEWER FOR A 25-YEAR DESIGN FREQUENCY AND WILL  
DETAINED WITHIN THE PROPERTY BY EXISTING NATURAL LOW AND OUTFALLING INTO THE RE-GRADED  
ROAD SIDE DITCH OF BLACK STREET. AN 18 PIPE WITH SAFETY END TREATMENT WILL BE REQUIRED AT  
DRIVEWAYS

CERTIFICATION:  
BY MY SIGNATURE BELOW, I CERTIFY THAT THIS SUBDIVISION LIES IN A  
FLOOD ZONE "X1"  
AREAS OF 500-YEAR FLOOD: AREAS OF 100 YEAR  
FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR  
WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE  
AND ARE PROTECTED BY LEVEES FROM 100-YEAR  
FLOOD.  
COMMUNITY-PANEL No. 480334 0450 C  
MAP REVISED: JUNE 6, 2000.  
MAP REVISED TO REFLECT LOMR: MAY 30, 2002.

GUILLERMO A. ARRATIA  
LICENSED PROFESSIONAL ENGINEER NO. 94001  
526 N. 5TH ST.  
DONNA, TEXAS, 78537

FINAL WATER AND SEWER ENGINEERING REPORT IN SPANISH  
PROVISION DE AGUA: DESCRIPCION, GASTOS Y FECHA DE INICIO  
LA SUBDIVISION DE FUENTES LEGACY SUBDIVISION RECIBIRA SU PROVISION DE AGUA DE NORTH ALAMO WATER SUPPLY. EL DUENO DE LA SUBDIVISION Y LA COMPANIA AGUA N.A.W.S.C. HAN FIRMADO UN CONTRATO POR EL CUAL LA SUBDIVISION RECIBIRA SU PROVISION DE AGUA POR LOS PROXIMOS 30 ANOS. N.A.W.S.C. HA PRESENTADO DOCUMENTACION PARA DEMOSTRAR A LARGO PLAZO LA CANTIDAD Y CALIDAD DE AGUA ACCESIBLE PARA SERVIR EL FUTURO DESARROLLO DE LA SUBDIVISION.

EL SISTEMA DE PROVISION DE AGUA PARA LA SUBDIVISION DE FUENTES LEGACY SUBDIVISION CONSISTE DE UN CONDUCTO DE AGUA EXISTENTE DE 4 PULGADAS DE DIAMETRO QUE PASA POR EL LADO ESTE DEL DERECHO DE VIA (RIGHT-OF-WAY) DE LA CARRETERA BLACK STREET

DEL CONDUCTO DE AGUA DE 4 PULGADAS EXISTE UN MEDIDOR DE AGUA PARA EL LOTE 2, Y PARA EL LOTE 1 SE INSTALARA UN CONDUCTO DE AGUA DE 3/4 DE PULGADA, EL MEDIDOR MECANICO DE AGUA Y MONO DE AGUA A UN COSTO TOTAL DE \$6,600.00

PARA EL LOTE 1, EL DUENO DE LA SUBDIVISION TAMBIEN LE HA PAGADO A N.A.W.S.C. \$750.00 POR EL LOTE 1 Y 2, QUE CUBRE EL COSTO DEL MEDIDOR MECANICO DE AGUA PARA EL LOTE 1. ESTE PRECIO INCLUYE EL COSTO DE LA INSTALACION DEL MEDIDOR Y LOS GASTOS DE CONEXION, CUANDO EL DUENO DEL LOTE 1 SOLICITE EL MEDIDOR DE AGUA, LA COMPANIA DE N.A.W.S.C. LO INSTALARA SIN COSTO ALGUNO AL DUENO DE LA SUBDIVISION. EL SISTEMA DE AGUA ESTARA EN FUNCIONAMIENTO COMPLETO ANTES O EN LA FECHA, EN LA CUAL LA SUBDIVISION SEA REGISTRADA EN EL CONDADO DE HIDALGO.

YA EXISTE UN MEDIDOR DE AGUA PARA EL LOTE 2

DRENAJE: DESCRIPCION, GASTOS Y FECHA DE INICIO PARA FACILITAR EL DRENAJE PARA LA SUBDIVISION.  
SE INSTALARA UNA FOSA SEPTICA EN CADA SOLAR. ESTA FOSA SEPTICA CONSISTE DE UN TANQUE SEPTICO DE MODELO DUAL Y DE UN CAMPO DE DRENAJE PARA EL SOLAR. ISACC MATA AUTOR DE ESTE DOCUMENTO HA EVALUADO EL AREA DONDE SE ENCUENTRA LA SUBDIVISION Y HA PREPARADO UN REPORTE QUE CONCLUYE QUE ESTE TERRENO ES ADECUADO PARA ESAS FOSAS SEPTICAS (OSSF). EL REPORTE FUE APROBADO POR EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO (HIDALGO COUNTY HEALTH DEPARTMENT) SEGUN EL REPORTE CADA LOTE EN LA SUBDIVISION MIDE MEDIO ACRE, SE HICIERON DOS EXCAVACIONES DE EVALUACION EN LOS LUGARES ORQUESTOS EN LA SUBDIVISION (EXCAVACIONES ADICIONALES NO FUERON NECESARIAS PORQUE EL TERRENO EN ESTA AREA ES SIGNIFICANTEMENTE UNIFORME) EL TERRENO ES UNIFORME (TERRENO ARCILLOSO Y SUELO FRANCO) Y SE EXTIENDE A 60 PULGADAS BAJO TODAS LAS EXCAVACIONES PROPUESTAS. NO EXISTE EVIDENCIA DE AGUA 24 PULGADAS MAS ARRIBA DE LO MAS BAJO DE LAS EXCAVACIONES PROPUESTAS. EL AGUA EN ESTA AREA FLUYE BIEN.

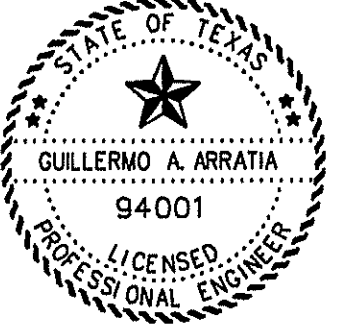
EL COSTO TOTAL PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON \$1,500.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS TODAS LAS FOSAS SEPTICAS HAN SIDO INSTALADAS EN EL PROCESO DE LA APROBACION FINAL. A UN COSTO TOTAL DE \$1,500.00. EL DEPARTAMENTO DE SALUBRIDAD DEL CONDADO DE HIDALGO HA INSPECCIONADO TODAS LAS FOSAS SEPTICAS Y AH APROBADO LA INSTALACION DE LAS FOSAS SEPTICAS DESDE

YA EXISTE UNA FOSA SEPTICA EN EL LOTE 2

CERTIFICATION:  
CON MI FIRMA, CERTIFICO QUE LOS SERVICIOS Y SISTEMAS DE AGUA Y DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADEPTADAS EL LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA TEXAS). CERTIFICO QUE LOS GASTOS PARA INSTALAR LOS SISTEMAS DE AGUA Y DE DRENAJE SON:

AGUA: EL SISTEMA/SERVICIO DE AGUA SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO MENOS EL MEDIDOR MECANICO DE AGUA QUE COSTARA UN TOTAL DE \$6,350.00  
DRENAJE: SE ESTIMA QUE LA FOSA SEPTICA COSTARA \$1,500.00 PARA EL LOTE 1.

Guillermo A. Arratia  
LICENSED PROFESSIONAL ENGINEER # 94001  
526 N. 5TH ST.  
DONNA, TEXAS, 78537



COST ESTIMATE:  
STREET PAVING: \$ 000.00  
WATER SUPPLY SYSTEM: \$ 6,350.00  
SEPTIC TANK SYSTEM: \$ 1,500.00  
DRAINAGE: \$ 000.00

| SHEET 20F 2                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| INDEX TO SHEET OF FUENTES LEGACY SUBDIVISION |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| SHEET 1                                      | HEADINGS, INDEX, LOCATION MAP AND EUT, PRINCIPAL CONTACTS<br>PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS, LEGAL DESCRIPTION (METES AND BOUNDS), SURVEYOR'S AND ENGINEER'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION; COUNTY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.C.D. No. ____ CERTIFICATION: H.C.C.I.D. No. 9 CERTIFICATE OF APPROVAL; REVISION NOTES |
| SHEET 2                                      | WATER DISTRIBUTION AND ON-SITE SEWAGE FACILITY, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER, AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION), TYPICAL WATER SERVICE CONNECTION, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION<br>DRAINAGE REPORT, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEER'S CERTIFICATION; REVISION NOTES; CONSTRUCTION DETAILS                                                                                                                             |

| REVISION NOTES |       |          |      |
|----------------|-------|----------|------|
| No.            | SHEET | REVISION | DATE |
|                |       |          |      |
|                |       |          |      |
|                |       |          |      |

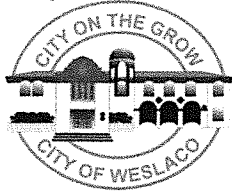
PRINCIPAL CONTACTS:  
NAME  
OWNER: ANTONIA FUENTES  
ENGINEER: GUILLERMO A. ARRATIA, P.E.  
SURVEYOR: REYNALDO ROBLES

ADDRESS  
5108 BLACK ST  
DONNA, TX 78537  
107 W. HUISACHE ST.  
WESLACO, TEXAS 78596

CITY & ZIP  
WESLACO, TEXAS.

PHONE  
(956) 261-9799  
(956) 784-2928  
956-968-2422

NAIN ENGINEERING, L.L.C.  
CONSULTING ENGINEER  
526 N. 5TH STREET  
DONNA, TEXAS, 78537  
FIRM NO. F-9050  
PH. (956) 784-0218  
E-MAIL: NAINENGINEERING@YAHOO.COM



## 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. SUB 17-00009

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: FUENTES LEGACY SUBDIVISION

Location: EAST SIDE OF BLACK ST. 1,040 FEET NORTH OF ADAMS ST.

Legal Description: A 2.00 ACRE TRACT OF LAND OUT OF THE WEST 25.78 ACRES OF FARM TRACT 1063, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

Is subdivision inside city limits?    ☐ YES    ☒ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: RESIDENTIAL

Existing Land Use: RESIDENTIAL    Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 2    Gross Acreage: 0.94 AC.

Title Report Submitted:    ☐ YES    ☒ NO

### OWNER INFORMATION

Owner's Name: ANTONIA FUENTES    Telephone: 781-261-1979

Address: 5108 BLACK ST.    Fax: \_\_\_\_\_

City: WESLACO    State: TX    Zip: \_\_\_\_\_    E-mail: \_\_\_\_\_

### ENGINEER INFORMATION

Name: GUILLERMO ARRAJIA    Telephone: 784-0218

Address: 526 P. 5th St.    Fax: \_\_\_\_\_

City: Donna    State: TX    Zip: 78537    E-mail: namengineering@yahoo.com

## UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: N. A. W. S. C.  
☒ YES ☐ NO Wastewater Provision: OSSF  
☒ YES ☐ NO Electric Company: AEP

|                                                                                                   |                                                                                 |                                                                                   |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Phone Utility <u>AT&amp;T</u> | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Gas Utility | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Cable Utility |
|---------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

Proposed subdivision is in the following districts:

|                                                                                                    |                                                                                                      |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Drainage District <u>No. 1</u> | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Irrigation District <u>No. 9</u> |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|

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

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

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

## SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

Two (2) sets of plats folded and stapled (24 x 36) and forward a copy in PDF format to [mhinojosa@weslacotx.gov](mailto:mhinojosa@weslacotx.gov) & [rdelafuente@weslacotx.gov](mailto: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](mailto:mhinojosa@weslacotx.gov) & [rdelafuente@weslacotx.gov](mailto: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 will require resubmission of plats and reduced copy reflecting changes.

### AUTHORIZATION AND ACKNOWLEDGEMENTS

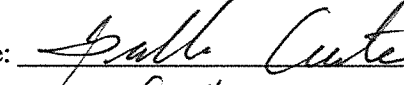
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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: Antonia Fuentes

Owner Signature:  Date: 6-26-17

\_\_\_\_\_ is the authorized agent

Authorized Agent Signature:  Date: 6-24-17

Authorized Agent Printed Name: Guillermo Arce

\*\*\*\*\*

### THIS PAGE FOR STAFF USE ONLY

Date Received: \_\_\_\_\_

P & Z Commission Approval \_\_\_\_\_

P & Z Commission Approval \_\_\_\_\_

City Commission Approval \_\_\_\_\_

Preconstruction Meeting Date \_\_\_\_\_

Date Recorded: \_\_\_\_\_

General Comments: \_\_\_\_\_

CITY OF WESLACO  
956-968-3181

REC#: 02273092 6/29/2017 2:21 PM  
OPER: Karev TERM: 036  
REF#: 5232  
PAID BY:

TRAN: 235.1000 PROCESSING FEE  
2978  
01 -400-3200  
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT  
2978  
01 -400-1025  
SUBDIVISION INSPECT 100.00CR

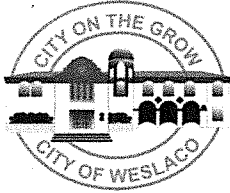
TRAN: 235.1000 PROCESSING FEE  
2975  
01 -400-3200  
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT  
2975  
01 -400-1025  
SUBDIVISION INSPECT 350.00CR

Date Paid \_\_\_\_\_

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## APPLICATION FOR 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. VAR17-00045

### GENERAL INFORMATION

Name of Subdivision: FUENTES LEGACY SUBDIVISION

Location: EAST SIDE OF BLACK ST. 1,040 FEET NORTH OF ADAMS ST.

Legal Description: A 2.00 ACRE TRACT OF LAND OUT OF THE WEST 25.78 ACRES OF FARM TRACT 1063, WEST AND ADAMS TRACT, HIDALGO COUNTY, TEXAS

### VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Sanitary Sewer ☒ YES ☐ NO

Describe in detail the reason for the variance request:

There is no Sanitary Sewer

☒ Fire Hydrants ☒ YES ☐ NO

Describe in detail the reason for the variance request:

EXISTING WATERLINE IS 4 INCHES

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ 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:

### OWNER INFORMATION

Owner's Name: Antonia Fuentes Telephone: 261-1979  
Address: 5108 BLACK ST. Fax: \_\_\_\_\_  
City: Weslaco State: Tx Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

### AUTHORIZATION AND ACKNOWLEDGEMENTS

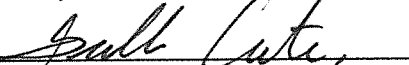
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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: Antonia Fuentes

Owner Signature:  Date: 6/26/17

Guillermo Aratis is the authorized agent

Authorized Agent Signature:  Date: 6/26/17

Authorized Agent Printed Name: Guillermo Aratis

THIS PAGE FOR STAFF USE ONLY

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Date Paid \_\_\_\_\_

P & Z Meeting \_\_\_\_\_ City Commission Mtg \_\_\_\_\_

Variance Granted: \_\_\_\_\_

General Comments: \_\_\_\_\_

CITY OF WESLACO  
956-968-3181

REC#: 02273092 6/29/2017 2:21 PM  
OPER: Karev TERM: 036  
REF#: 5232  
PAID BY:

TRAN: 235.1000 PROCESSING FEE  
2978  
01 -400-3200  
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT  
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2975  
01 -400-3200  
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT  
2975  
01 -400-1025  
SUBDIVISION INSPECT 350.00CR

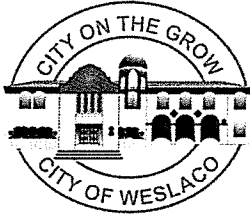
TENDERED: 60.00 CHECK  
400.00 CHECK  
APPLIED: 460.00-

CHANGE: 0.00



# City of Weslaco

*"The City on the Grow"*



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

Mike R. Perez, City Manager

## INTERNAL MEMO

**DATE:** June 6, 2017

**TO:** Rebekah de la Fuente, Senior Planner  
Efrain Tafolla/Construction Insp./CADD Supervisor  
Gilbert Garcia, Construction Inspector  
Pete Garcia, Public Works Director/ Olga Garza  
Chris Sanchez, Fire Marshal/Mike Swinnea  
Rolando Gonzalez, Building Official  
Chief Stephen S. Mayer, Police Department

**FROM:** Mardoqueo Hinojosa, P.E., Planning Director/ City Engineer *mh*

**SUBJECT:** Subdivision Review Meeting- Fuentes Legacy Subdivision

---

A subdivision review meeting will be held on **Tuesday, June 12, 2017** in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

➤ **Fuentes Legacy Subdivision – 9:30 a.m.**

Please make every effort to attend or send a representative, if you or a representative is unable to attend, submit your comments in writing. **Be advised that all comments must be received before the scheduled meeting in order to avoid delays of construction.**

Should you have any questions, please call 447-3401.

**NAIN ENGINEERING, L.L.C.**  
CONSULTING ENGINEER  
526 N. 5<sup>TH</sup> STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218  
FIRM No. F-9050

**DRAINAGE REPORT**  
**For**  
**FUENTES LEGACY SUBDIVISION**

**I. PROJECT LOCATION**

A 2.00 acre tract of land out Farm Tract 1063, West and Adams Tract Subdivision, according to the map recorded in volume 2, pages 35, map records, Hidalgo County, Texas, and is located on the east side of Black street, 1,040.00 feet north of Adams street and is located in the County of Hidalgo and within the 2 mile ETJ's of the city of Weslaco. (Refer to Exhibit B).

**II. FLOOD PLAIN**

The subject tract lies in Zone "X", Areas of 500 year flood; areas of 100 year flood with average depths less than 1 foot or with drainage areas less than 1 square mile; and are protected by levees from 100-year flood. F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 6, 2000. Map Revised to Reflect LOMR: May 30, 2002. (Refer to Exhibit C).

**III. SOIL CONDITIONS**

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Hidalgo sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B. (Refer to Exhibit D)

**IV. EXISTING CONDITIONS**

The subject tract is currently developed. Lot 2 has an existing house. The existing terrain has a grade of approximately (0.01%). Existing runoff (1.14 cfs) from the site is by form of sheet flow runs towards the east side of this tract.

**V. PROPOSED CONDITIONS**

The proposed conditions for this subject tract is for two lots for residential use. The storm runoff after development will be increase 0.76 cfs for a total 1.90 cfs, I have calculated that 2,652 cf of storm runoff for a 25 year design frequency, will be detained within the property by existing natural low areas, and will be out falling into the road side ditch of Black street. An 18 inch pipe with safety end treatment will be required at driveway.



*Guillermo A. Arratia, P.E.*  
5/29/17

RAINAGE CALCULATIONS ( 25 Year Frequency )  
EXHIBIT "A"

AREA= 2 Ac. TxDOT Intensity Constants for  $I=b/(Tc+d)^e$

**Existing Conditions**

10 year storm

Length= 418 ft. b= 87  
Slope= 0.1 % e= 0.778  
Cexist.= 0.2 d= 9.2  
Time of Concentration= 71 min.  
Texist. = 71 min.  
I<sub>10exist.</sub>= 2.86 in/hr  
Q<sub>exist.</sub>= 1.14 cfs.

**Proposed Conditions**

Length= 418 ft.  
Slope= 0.15 %  
Cfut.= 0.25

Time of Concentration= 59 min.

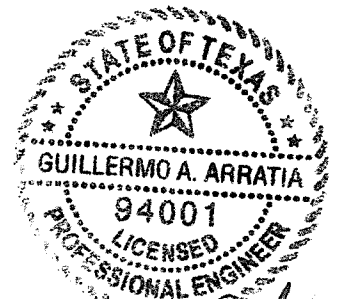
TxDOT Intensity Constants for  $I=b/(Tc+d)^e$

25 year storm

Tfut.= 59 min. b= 98  
I<sub>25fut.</sub>= 3.78 in/hr e= 0.771  
Qfut.= 1.9 cfs. d= 9.2  
Q<sub>in</sub>= 0.50 i

| tp<br>(Min.) | I <sub>25</sub><br>(in/hr) | Q <sub>in</sub><br>(cfs) | V <sub>in</sub><br>(cubic ft.) | Q <sub>out</sub><br>(cfs) | V <sub>out</sub><br>(cubic ft.) | E <sub>v</sub><br>(cubic ft.) |
|--------------|----------------------------|--------------------------|--------------------------------|---------------------------|---------------------------------|-------------------------------|
| 10           | 10.04                      | 5.02                     | 3012                           | 1.14                      | 2365                            | 647                           |
| 20           | 7.27                       | 3.64                     | 4362                           | 1.14                      | 2708                            | 1,654                         |
| 30           | 5.79                       | 2.90                     | 5211                           | 1.14                      | 3052                            | 2,159                         |
| 40           | 4.86                       | 2.43                     | 5832                           | 1.14                      | 3395                            | 2,437                         |
| 50           | 4.21                       | 2.11                     | 6315                           | 1.14                      | 3738                            | 2,577                         |
| 60           | 3.74                       | 1.87                     | 6732                           | 1.14                      | 4082                            | 2,650                         |
| 70           | 3.37                       | 1.69                     | 7077                           | 1.14                      | 4425                            | 2,652                         |
| 80           | 3.07                       | 1.54                     | 7368                           | 1.14                      | 4768                            | 2,600                         |
| 90           | 2.83                       | 1.42                     | 7641                           | 1.14                      | 5112                            | 2,529                         |
| 100          | 2.63                       | 1.32                     | 7890                           | 1.14                      | 5455                            | 2,435                         |
| 110          | 2.46                       | 1.23                     | 8118                           | 1.14                      | 5798                            | 2,320                         |
| 120          | 2.31                       | 1.16                     | 8316                           | 1.14                      | 6142                            | 2,174                         |
| 130          | 2.18                       | 1.09                     | 8502                           | 1.14                      | 6485                            | 2,017                         |
| 140          | 2.07                       | 1.04                     | 8694                           | 1.14                      | 6829                            | 1,865                         |
| 150          | 1.97                       | 0.99                     | 8865                           | 1.14                      | 7172                            | 1,693                         |
| 160          | 1.88                       | 0.94                     | 9024                           | 1.14                      | 7515                            | 1,509                         |

Storage Requires= 2,652 cubic feet  
Release Rate= 1.14 cfs = 0.06 ac-ft



*Guillermo A. Arratia, P.E.*  
5/29/17

TABLE 6. CONSTANTS FOR USE IN FORMULA  $I = b/(t_c + d)^e$  (Continued)

| COUNTY     | 2 year |    |      |       |    | 5 year |       |    |      |       | 10 year |      |       |     |      | 25 year |     |      |       |     | 50 year |       |     |      |       | 100 year |      |       |     |      |
|------------|--------|----|------|-------|----|--------|-------|----|------|-------|---------|------|-------|-----|------|---------|-----|------|-------|-----|---------|-------|-----|------|-------|----------|------|-------|-----|------|
|            | e      | b  | d    | e     | b  | d      | e     | b  | d    | e     | b       | d    | e     | b   | d    | e       | b   | d    | e     | b   | d       | e     | b   | d    | e     | b        | d    | e     | b   | d    |
| Hemphill   | 0.845  | 56 | 10.6 | 0.851 | 76 | 10.7   | 0.842 | 87 | 10.7 | 0.843 | 103     | 10.7 | 0.843 | 103 | 10.7 | 0.840   | 115 | 10.7 | 0.847 | 132 | 10.6    | 0.840 | 115 | 10.7 | 0.847 | 132      | 10.6 | 0.840 | 115 | 10.7 |
| Henderson  | 0.800  | 60 | 8.7  | 0.796 | 77 | 9.0    | 0.770 | 79 | 9.0  | 0.773 | 93      | 9.0  | 0.773 | 93  | 9.0  | 0.752   | 93  | 9.0  | 0.749 | 102 | 8.7     | 0.752 | 93  | 9.0  | 0.749 | 102      | 8.7  | 0.752 | 93  | 9.0  |
| Hidalgo    | 0.831  | 74 | 9.6  | 0.795 | 80 | 9.2    | 0.778 | 87 | 9.2  | 0.771 | 98      | 9.2  | 0.771 | 98  | 9.2  | 0.749   | 99  | 9.2  | 0.740 | 103 | 9.1     | 0.749 | 99  | 9.2  | 0.740 | 103      | 9.1  | 0.749 | 99  | 9.2  |
| Hill       | 0.799  | 57 | 8.2  | 0.790 | 72 | 8.8    | 0.777 | 78 | 8.8  | 0.773 | 91      | 8.8  | 0.773 | 91  | 8.8  | 0.764   | 98  | 8.8  | 0.759 | 105 | 8.2     | 0.764 | 98  | 8.8  | 0.759 | 105      | 8.2  | 0.764 | 98  | 8.8  |
| Hockley    | 0.832  | 46 | 9.9  | 0.832 | 60 | 10.0   | 0.807 | 64 | 10.0 | 0.812 | 78      | 10.0 | 0.812 | 78  | 10.0 | 0.810   | 87  | 10.0 | 0.817 | 101 | 9.9     | 0.810 | 87  | 10.0 | 0.817 | 101      | 9.9  | 0.810 | 87  | 10.0 |
| Hood       | 0.782  | 48 | 7.7  | 0.773 | 63 | 8.3    | 0.773 | 75 | 8.3  | 0.782 | 90      | 8.3  | 0.782 | 90  | 8.3  | 0.773   | 98  | 8.3  | 0.766 | 105 | 7.7     | 0.773 | 98  | 8.3  | 0.766 | 105      | 7.7  | 0.773 | 98  | 8.3  |
| Hopkins    | 0.788  | 54 | 8.3  | 0.783 | 70 | 9.1    | 0.775 | 77 | 9.1  | 0.767 | 88      | 9.1  | 0.767 | 88  | 9.1  | 0.754   | 93  | 9.1  | 0.750 | 100 | 8.3     | 0.754 | 93  | 9.1  | 0.750 | 100      | 8.3  | 0.754 | 93  | 9.1  |
| Houston    | 0.797  | 63 | 8.2  | 0.780 | 73 | 8.3    | 0.757 | 78 | 8.3  | 0.748 | 86      | 8.3  | 0.748 | 86  | 8.3  | 0.740   | 93  | 8.3  | 0.727 | 94  | 8.2     | 0.740 | 93  | 8.3  | 0.727 | 94       | 8.2  | 0.740 | 93  | 8.3  |
| Howard     | 0.805  | 42 | 9.2  | 0.800 | 56 | 10.1   | 0.802 | 65 | 10.0 | 0.796 | 76      | 10.1 | 0.796 | 76  | 10.1 | 0.791   | 86  | 10.1 | 0.788 | 95  | 9.2     | 0.791 | 86  | 10.1 | 0.788 | 95       | 9.2  | 0.791 | 86  | 10.1 |
| Hudspeth   | 0.800  | 27 | 9.4  | 0.840 | 44 | 11.4   | 0.827 | 50 | 11.4 | 0.819 | 60      | 11.4 | 0.819 | 60  | 11.4 | 0.856   | 78  | 11.4 | 0.833 | 77  | 7.4     | 0.856 | 78  | 11.4 | 0.833 | 77       | 7.4  | 0.856 | 78  | 11.4 |
| Hunt       | 0.793  | 55 | 8.4  | 0.785 | 69 | 9.2    | 0.783 | 80 | 9.2  | 0.776 | 93      | 9.2  | 0.776 | 93  | 9.2  | 0.764   | 99  | 9.2  | 0.758 | 104 | 8.4     | 0.764 | 99  | 9.2  | 0.758 | 104      | 8.4  | 0.764 | 99  | 9.2  |
| Hutchinson | 0.860  | 56 | 10.4 | 0.844 | 70 | 11.0   | 0.837 | 80 | 11.0 | 0.851 | 100     | 11.0 | 0.851 | 100 | 11.0 | 0.863   | 121 | 11.0 | 0.837 | 115 | 10.4    | 0.863 | 121 | 11.0 | 0.837 | 115      | 10.4 | 0.863 | 121 | 11.0 |
| Irion      | 0.780  | 37 | 8.1  | 0.789 | 55 | 9.6    | 0.775 | 61 | 9.6  | 0.783 | 77      | 9.6  | 0.783 | 77  | 9.6  | 0.759   | 81  | 9.6  | 0.770 | 90  | 8.1     | 0.759 | 81  | 9.6  | 0.770 | 90       | 8.1  | 0.759 | 81  | 9.6  |
| Jack       | 0.789  | 48 | 8.5  | 0.779 | 63 | 8.5    | 0.786 | 75 | 8.5  | 0.782 | 88      | 8.5  | 0.782 | 88  | 8.5  | 0.782   | 98  | 8.5  | 0.775 | 109 | 8.5     | 0.782 | 98  | 8.5  | 0.775 | 109      | 8.5  | 0.782 | 98  | 8.5  |
| Jackson    | 0.809  | 68 | 8.8  | 0.769 | 73 | 8.5    | 0.757 | 80 | 8.5  | 0.745 | 89      | 8.5  | 0.745 | 89  | 8.5  | 0.737   | 95  | 8.5  | 0.720 | 97  | 8.8     | 0.737 | 95  | 8.5  | 0.720 | 97       | 8.8  | 0.737 | 95  | 8.5  |
| Jasper     | 0.782  | 66 | 8.1  | 0.743 | 65 | 7.4    | 0.736 | 73 | 7.4  | 0.719 | 78      | 7.4  | 0.719 | 78  | 7.4  | 0.715   | 84  | 7.4  | 0.700 | 87  | 8.1     | 0.715 | 84  | 7.4  | 0.700 | 87       | 8.1  | 0.715 | 84  | 7.4  |
| Jeff Davis | 0.821  | 35 | 9.6  | 0.865 | 63 | 10.8   | 0.853 | 69 | 10.8 | 0.802 | 65      | 10.8 | 0.802 | 65  | 10.8 | 0.818   | 77  | 10.8 | 0.832 | 93  | 9.6     | 0.818 | 77  | 10.8 | 0.832 | 93       | 9.6  | 0.818 | 77  | 10.8 |
| Jefferson  | 0.799  | 74 | 9.2  | 0.733 | 65 | 7.5    | 0.727 | 74 | 7.5  | 0.730 | 86      | 7.5  | 0.730 | 86  | 7.5  | 0.710   | 87  | 7.5  | 0.687 | 84  | 9.2     | 0.710 | 87  | 7.5  | 0.687 | 84       | 9.2  | 0.710 | 87  | 7.5  |
| Jim Hogg   | 0.831  | 73 | 9.4  | 0.813 | 82 | 9.4    | 0.786 | 87 | 9.4  | 0.780 | 98      | 9.4  | 0.780 | 98  | 9.4  | 0.756   | 99  | 9.4  | 0.750 | 104 | 9.4     | 0.756 | 99  | 9.4  | 0.750 | 104      | 9.4  | 0.756 | 99  | 9.4  |
| Jim Wells  | 0.825  | 71 | 9.4  | 0.797 | 79 | 8.9    | 0.765 | 80 | 8.9  | 0.768 | 94      | 8.9  | 0.768 | 94  | 8.9  | 0.748   | 98  | 8.9  | 0.740 | 102 | 9.4     | 0.748 | 98  | 8.9  | 0.740 | 102      | 9.4  | 0.748 | 98  | 8.9  |
| Johnson    | 0.789  | 52 | 8.1  | 0.779 | 67 | 8.6    | 0.773 | 77 | 8.6  | 0.776 | 90      | 8.6  | 0.776 | 90  | 8.6  | 0.771   | 99  | 8.6  | 0.763 | 106 | 8.1     | 0.771 | 99  | 8.6  | 0.763 | 106      | 8.1  | 0.771 | 99  | 8.6  |
| Jones      | 0.780  | 41 | 8.5  | 0.771 | 55 | 9.0    | 0.794 | 73 | 9.0  | 0.780 | 82      | 9.0  | 0.780 | 82  | 9.0  | 0.803   | 102 | 9.0  | 0.784 | 104 | 8.5     | 0.803 | 102 | 9.0  | 0.784 | 104      | 8.5  | 0.803 | 102 | 9.0  |
| Karnes     | 0.800  | 60 | 8.8  | 0.791 | 75 | 8.9    | 0.766 | 77 | 8.9  | 0.767 | 91      | 8.9  | 0.767 | 91  | 8.9  | 0.751   | 95  | 8.9  | 0.749 | 106 | 8.8     | 0.751 | 95  | 8.9  | 0.749 | 106      | 8.8  | 0.751 | 95  | 8.9  |
| Kaufman    | 0.797  | 57 | 8.6  | 0.790 | 72 | 9.0    | 0.776 | 80 | 9.0  | 0.777 | 93      | 9.0  | 0.777 | 93  | 9.0  | 0.763   | 98  | 9.0  | 0.757 | 104 | 8.6     | 0.763 | 98  | 9.0  | 0.757 | 104      | 8.6  | 0.763 | 98  | 9.0  |
| Kendall    | 0.791  | 53 | 8.6  | 0.771 | 64 | 8.3    | 0.773 | 74 | 8.3  | 0.764 | 84      | 8.3  | 0.764 | 84  | 8.3  | 0.762   | 94  | 8.3  | 0.763 | 104 | 8.6     | 0.762 | 94  | 8.3  | 0.763 | 104      | 8.6  | 0.762 | 94  | 8.3  |
| Kenedy     | 0.826  | 73 | 9.2  | 0.793 | 79 | 8.7    | 0.771 | 84 | 8.7  | 0.763 | 94      | 8.7  | 0.763 | 94  | 8.7  | 0.735   | 96  | 8.7  | 0.731 | 100 | 9.2     | 0.735 | 96  | 8.7  | 0.731 | 100      | 9.2  | 0.735 | 96  | 8.7  |
| Kerr       | 0.801  | 43 | 9.0  | 0.801 | 60 | 10.0   | 0.796 | 70 | 10.0 | 0.806 | 85      | 10.0 | 0.806 | 85  | 10.0 | 0.799   | 93  | 10.0 | 0.798 | 104 | 9.0     | 0.799 | 93  | 10.0 | 0.798 | 104      | 9.0  | 0.799 | 93  | 10.0 |
| Kerr       | 0.789  | 49 | 8.4  | 0.765 | 58 | 8.0    | 0.764 | 69 | 8.0  | 0.763 | 80      | 8.0  | 0.763 | 80  | 8.0  | 0.768   | 91  | 8.0  | 0.768 | 104 | 8.4     | 0.768 | 91  | 8.0  | 0.768 | 104      | 8.4  | 0.768 | 91  | 8.0  |
| Kimble     | 0.775  | 42 | 8.2  | 0.758 | 53 | 7.6    | 0.763 | 66 | 7.6  | 0.757 | 75      | 7.6  | 0.757 | 75  | 7.6  | 0.771   | 88  | 7.6  | 0.768 | 100 | 8.2     | 0.771 | 88  | 7.6  | 0.768 | 100      | 8.2  | 0.771 | 88  | 7.6  |
| King       | 0.804  | 45 | 9.4  | 0.794 | 59 | 9.6    | 0.804 | 74 | 9.6  | 0.802 | 87      | 9.6  | 0.802 | 87  | 9.6  | 0.811   | 103 | 9.6  | 0.802 | 111 | 9.4     | 0.811 | 103 | 9.6  | 0.802 | 111      | 9.4  | 0.811 | 103 | 9.6  |
| Kinney     | 0.812  | 53 | 8.8  | 0.780 | 62 | 8.0    | 0.773 | 70 | 8.0  | 0.777 | 82      | 8.0  | 0.777 | 82  | 8.0  | 0.790   | 97  | 8.0  | 0.781 | 108 | 8.8     | 0.790 | 97  | 8.0  | 0.781 | 108      | 8.8  | 0.790 | 97  | 8.0  |
| Kleberg    | 0.826  | 72 | 9.4  | 0.794 | 79 | 8.7    | 0.764 | 81 | 8.7  | 0.761 | 93      | 8.7  | 0.761 | 93  | 8.7  | 0.739   | 96  | 8.7  | 0.731 | 99  | 9.4     | 0.739 | 96  | 8.7  | 0.731 | 99       | 9.4  | 0.739 | 96  | 8.7  |
| Knox       | 0.800  | 46 | 9.4  | 0.788 | 58 | 9.3    | 0.801 | 76 | 9.3  | 0.798 | 88      | 9.3  | 0.798 | 88  | 9.3  | 0.809   | 104 | 9.3  | 0.798 | 111 | 9.4     | 0.809 | 104 | 9.3  | 0.798 | 111      | 9.4  | 0.809 | 104 | 9.3  |
| Lamar      | 0.783  | 53 | 8.2  | 0.777 | 66 | 8.9    | 0.770 | 74 | 8.9  | 0.769 | 87      | 8.9  | 0.769 | 87  | 8.9  | 0.759   | 93  | 8.9  | 0.752 | 98  | 8.2     | 0.759 | 93  | 8.9  | 0.752 | 98       | 8.2  | 0.759 | 93  | 8.9  |
| Lamb       | 0.837  | 47 | 10.1 | 0.828 | 60 | 9.6    | 0.800 | 63 | 9.6  | 0.821 | 80      | 9.6  | 0.821 | 80  | 9.6  | 0.818   | 88  | 9.6  | 0.820 | 103 | 10.1    | 0.818 | 88  | 9.6  | 0.820 | 103      | 10.1 | 0.818 | 88  | 9.6  |

permanent high water table, soils with a clay pan or clay layer at or near the surface, and shallow soils over nearly impervious material.

Table 1: Runoff coefficients for the Rational method

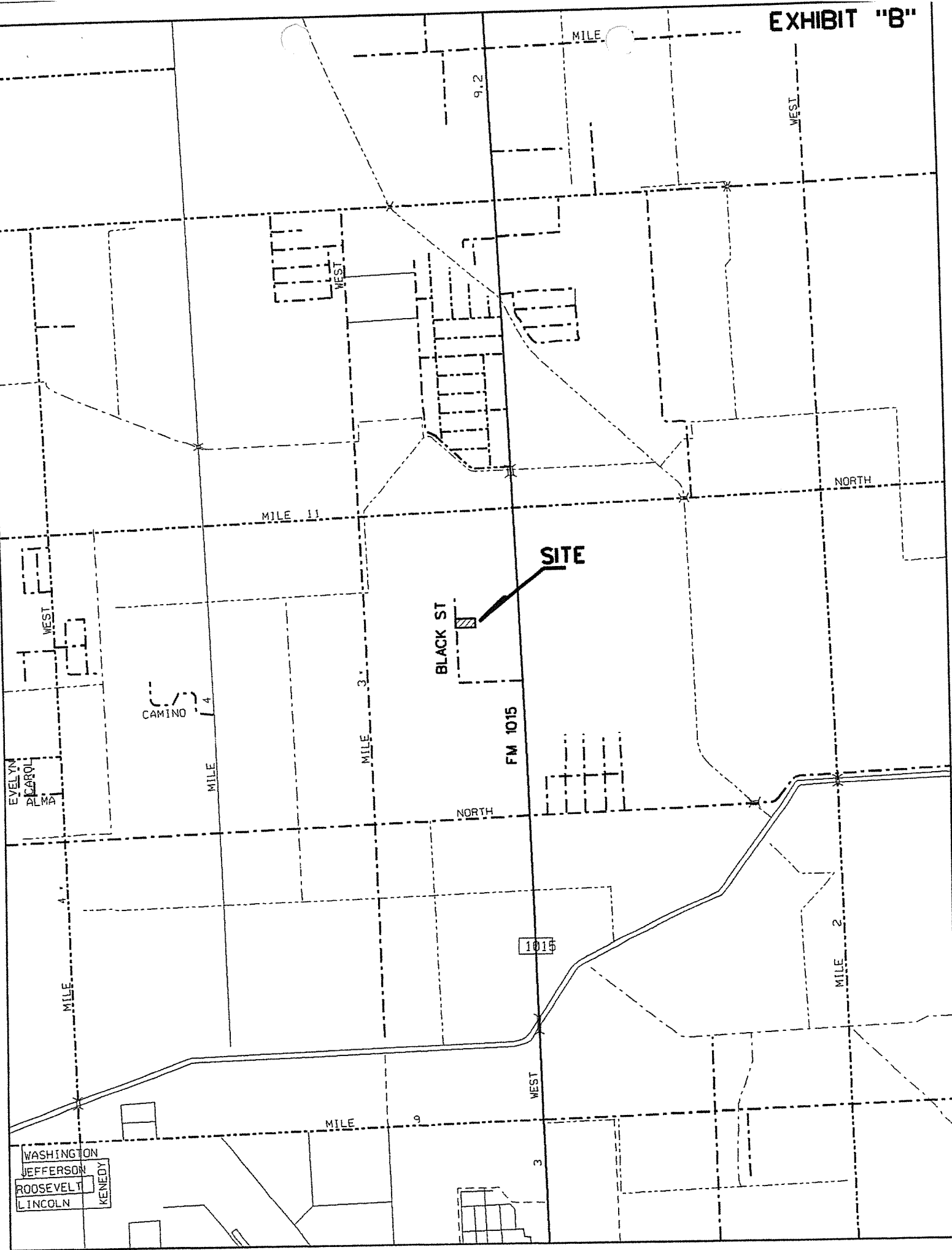
| Hydrologic Soil Group                                    | A         |     |     | B         |     |     | C         |     |     | D         |     |     |
|----------------------------------------------------------|-----------|-----|-----|-----------|-----|-----|-----------|-----|-----|-----------|-----|-----|
| Recurrence Interval                                      | 5         | 10  | 100 | 5         | 10  | 100 | 5         | 10  | 100 | 5         | 10  | 100 |
| Land Use Or Surface Characteristics                      |           |     |     |           |     |     |           |     |     |           |     |     |
| Business:                                                |           |     |     |           |     |     |           |     |     |           |     |     |
| A. Commercial Area                                       | .75       | .80 | .95 | .80       | .85 | .95 | .80       | .85 | .95 | .85       | .90 | .95 |
| B. Neighborhood Area                                     | .50       | .55 | .65 | .55       | .60 | .70 | .60       | .65 | .75 | .65       | .70 | .80 |
| Residential:                                             |           |     |     |           |     |     |           |     |     |           |     |     |
| A. Single Family                                         | .25       | .25 | .30 | .30       | .35 | .40 | .40       | .45 | .50 | .45       | .50 | .55 |
| B. Multi-Unit (Detached)                                 | .35       | .40 | .45 | .40       | .45 | .50 | .45       | .50 | .55 | .50       | .55 | .65 |
| C. Multi-Unit (Attached)                                 | .45       | .50 | .55 | .50       | .55 | .65 | .55       | .60 | .70 | .60       | .65 | .75 |
| D. 1/2 Lot Or Larger                                     | .20       | .20 | .25 | .25       | .25 | .30 | .35       | .40 | .45 | .40       | .45 | .50 |
| E. Apartments                                            | .50       | .55 | .60 | .55       | .60 | .70 | .60       | .65 | .75 | .65       | .70 | .80 |
| Industrial                                               |           |     |     |           |     |     |           |     |     |           |     |     |
| A. Light Areas                                           | .55       | .60 | .70 | .60       | .65 | .75 | .65       | .70 | .80 | .70       | .75 | .90 |
| B. Heavy Areas                                           | .75       | .80 | .95 | .80       | .85 | .95 | .80       | .85 | .95 | .80       | .85 | .95 |
| Parks, Cemeteries                                        |           |     |     |           |     |     |           |     |     |           |     |     |
| Playgrounds                                              | .10       | .10 | .15 | .20       | .20 | .25 | .30       | .35 | .40 | .35       | .40 | .45 |
| Schools                                                  | .30       | .35 | .40 | .40       | .45 | .50 | .45       | .50 | .55 | .50       | .55 | .65 |
| Railroad Yard Areas                                      | .20       | .20 | .25 | .30       | .35 | .40 | .40       | .45 | .45 | .45       | .50 | .55 |
| Streets                                                  |           |     |     |           |     |     |           |     |     |           |     |     |
| A. Paved                                                 | .85       | .90 | .95 | .85       | .90 | .95 | .85       | .90 | .95 | .85       | .90 | .95 |
| B. Gravel                                                | .25       | .25 | .30 | .35       | .40 | .45 | .40       | .45 | .50 | .40       | .45 | .50 |
| Drives, Walks, & Roofs                                   |           |     |     |           |     |     |           |     |     |           |     |     |
| A. Paved                                                 | .85       | .90 | .95 | .85       | .90 | .95 | .85       | .90 | .95 | .85       | .90 | .95 |
| B. Gravel                                                | .25       | .25 | .30 | .35       | .40 | .45 | .40       | .45 | .50 | .40       | .45 | .50 |
| Lawns                                                    |           |     |     |           |     |     |           |     |     |           |     |     |
| A. 50%-75% Grass (Fair Condition)                        | .10       | .10 | .15 | .20       | .20 | .25 | .30       | .35 | .40 | .30       | .35 | .40 |
| B. 75% Or More Grass (Good Condition)                    | .05       | .05 | .10 | .15       | .15 | .20 | .25       | .25 | .30 | .30       | .35 | .40 |
| Undeveloped Surface <sup>1</sup> (By Slope) <sup>2</sup> |           |     |     |           |     |     |           |     |     |           |     |     |
| A. Flat (0-1%)                                           | 0.04-0.09 |     |     | 0.07-0.12 |     |     | 0.11-0.16 |     |     | 0.15-0.20 |     |     |
| B. Average (2-6%)                                        | 0.09-0.14 |     |     | 0.12-0.17 |     |     | 0.16-0.21 |     |     | 0.20-0.25 |     |     |
| C. Steep                                                 | 0.13-0.18 |     |     | 0.18-0.24 |     |     | 0.23-0.31 |     |     | 0.28-0.38 |     |     |

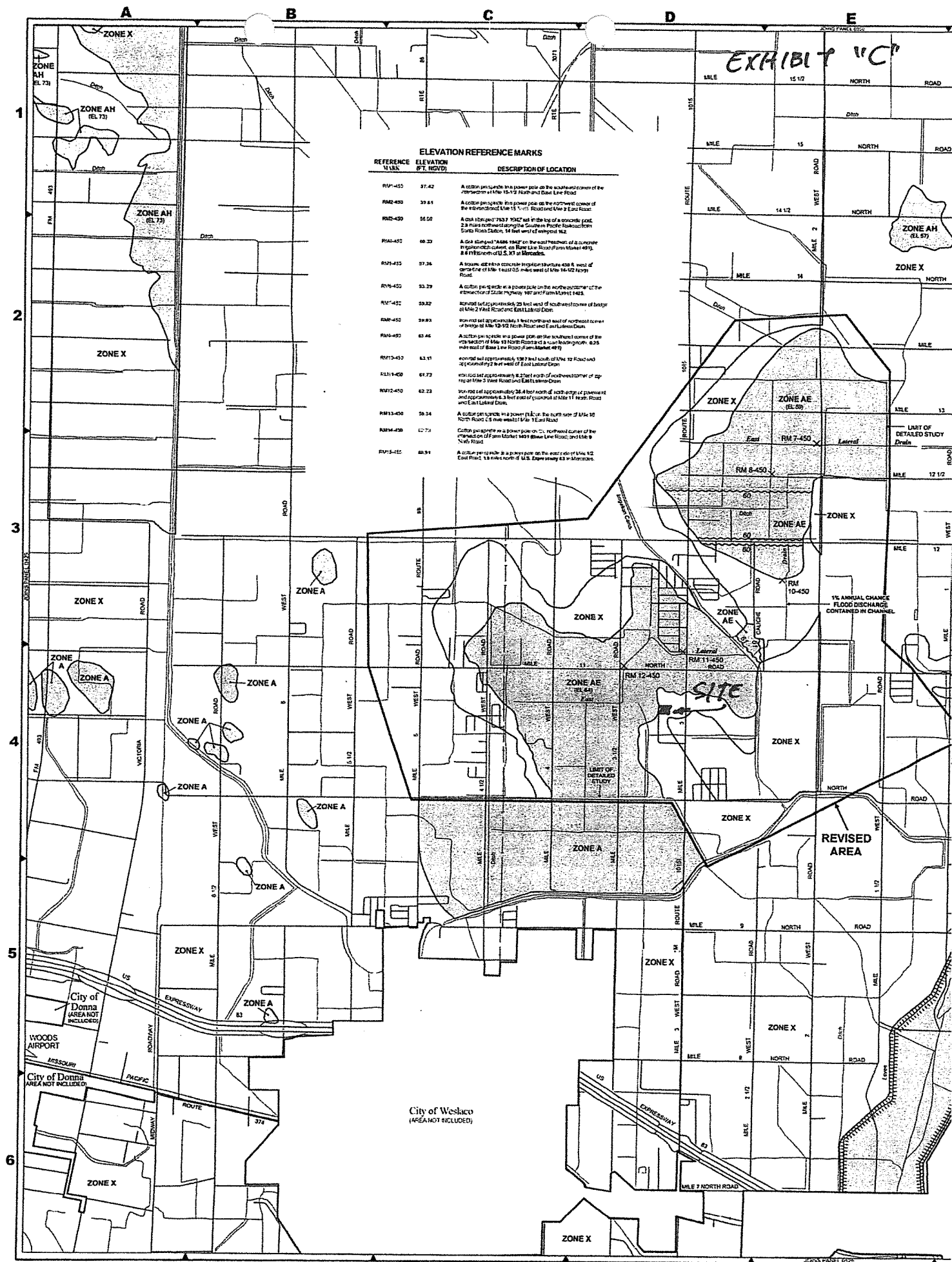
<sup>1</sup> Undeveloped Surface Definition: Forest and agricultural land, open space.

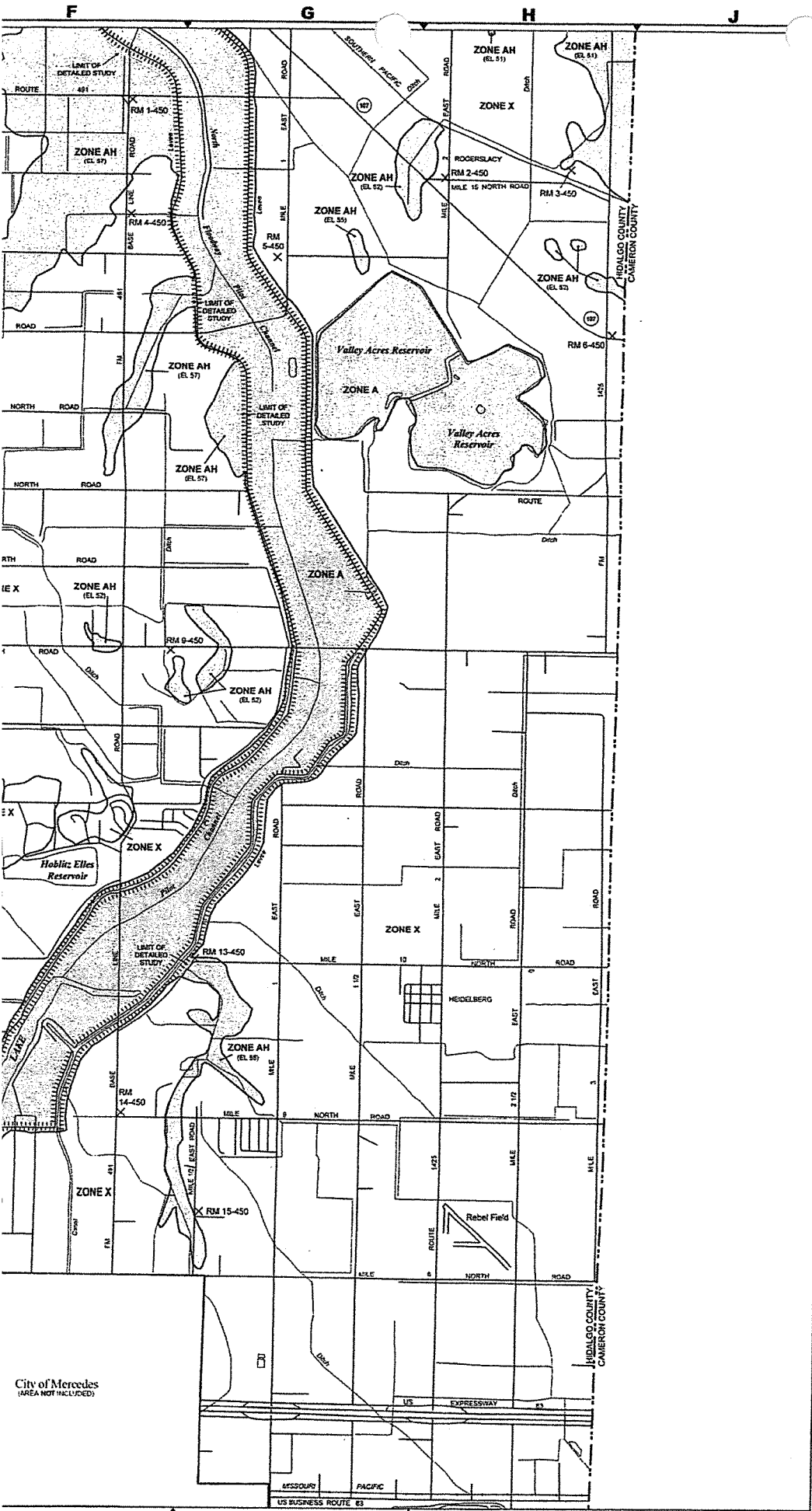
<sup>2</sup> Source: Storm Drainage Design Manual, Erie and Niagara Counties Regional Planning Board.

2. **Composite runoff analysis.** Care should be taken not to average runoff coefficients for large segments that have multiple land uses of a wide variety (i.e., business to agriculture). However, within similar land uses, it is often desirable to develop a composite runoff coefficient based on the percentage of different types of surface in the drainage area. The composite procedure can be applied to an entire drainage area, or to typical sample blocks as a guide to selection of reasonable values of the coefficient for an entire area.
3. **Rainfall intensity.** The intensity (I) is the average rainfall rate in inches per hour for the period of maximum rainfall of a given frequency, with a duration equal to the time of concentration. The time of concentration is defined as the time required for a drop of water falling on the most remote point of a drainage basin to reach the outlet in question. The time of concentration is

EXHIBIT "B"







### 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 situation 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 1 to 1.5 feet or less; drainage areas less than 1 square mile; and areas protected by levees from 100-year flood

**OTHER AREAS**

- ZONE D** Areas determined to be outside 500-year floodplain
- ZONE D** Areas in which flood hazards are undetermined

**UNDEVELOPED COASTAL BARRIERS**

- Barrier** 1000'
- Barrier** 500'
- Barrier** 250'
- Barrier** 125'

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

**Boundary Boundary**

**Zone D Boundary**

**Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Barrier Flood Elevations Within Special Flood Hazard Zones**

**Base Flood Elevation Line: Elevation in Feet**

**cross Section Line**

**Base Flood Elevation in Feet Where Uniform Vision Zone**

**RM 7**

**RM 1.5**

**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 potential hazards outside Special Flood Hazard Areas. The community map repository should be consulted for more detailed data on BFAs, and for any information on floodway determinations, prior to use of this map for property purchase or construction purposes.

Areas of Special Flood Hazard (100-year flood) include Zones A, AE, A1-A30, AH, AO, A99, V, VE and V1-V30.

Certain areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the floodways were computed at cross sections and interpolated between cross sections. The floodways were based on hydrologic 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 Data Table where floodway widths are shown at 1200 feet.

Coastal barrier elevations apply only to barrier of 500' height, and include the effects of wave action; these elevations may differ significantly from those developed by the National Weather Service for hurricane evacuation planning.

Corporate limits shown are current as of the date of this map. The user should contact appropriate community officials to determine if corporate limits have changed subsequent to the issuance of this map.

For adjoining panels, see separately printed Map Index.

**MAP REPOSITORY**

City of Edinburg  
1504 South 25th Street  
Edinburg, Texas 78540

(Maps available for reference only; not for deletion.)

**INITIAL IDENTIFICATION**

MAY 23, 1978

**FLOOD HAZARD BOUNDARY MAP REVISIONS**

**FLOOD INSURANCE RATE MAP EFFECTIVE**

JANUARY 2, 1993

**FLOOD INSURANCE RATE MAP REVISIONS**

NOVEMBER 16, 1992

Map revised June 6, 2000 to update corporate limits, to add base flood elevations, to add maps and map names, to incorporate previously issued letters of map revision, and to incorporate previously issued letters of map amendment.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6626.

**SCALE 1" = 2000'**

2000 0 2000 Feet

**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:**

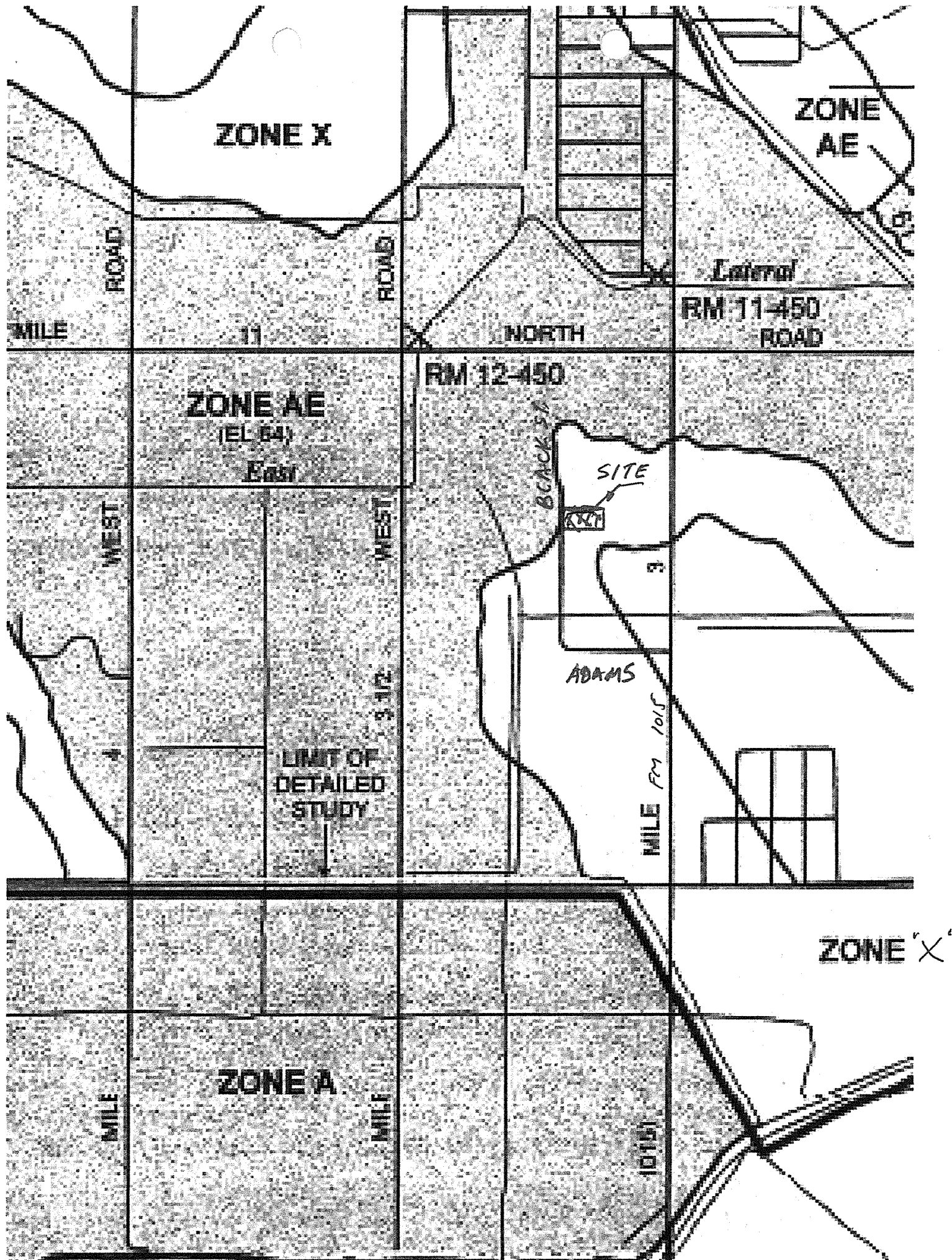
**JUNE 6, 2000**

**REVISED TO REFLECT LOMR**

**DATE**

**Federal Emergency Management Agency**



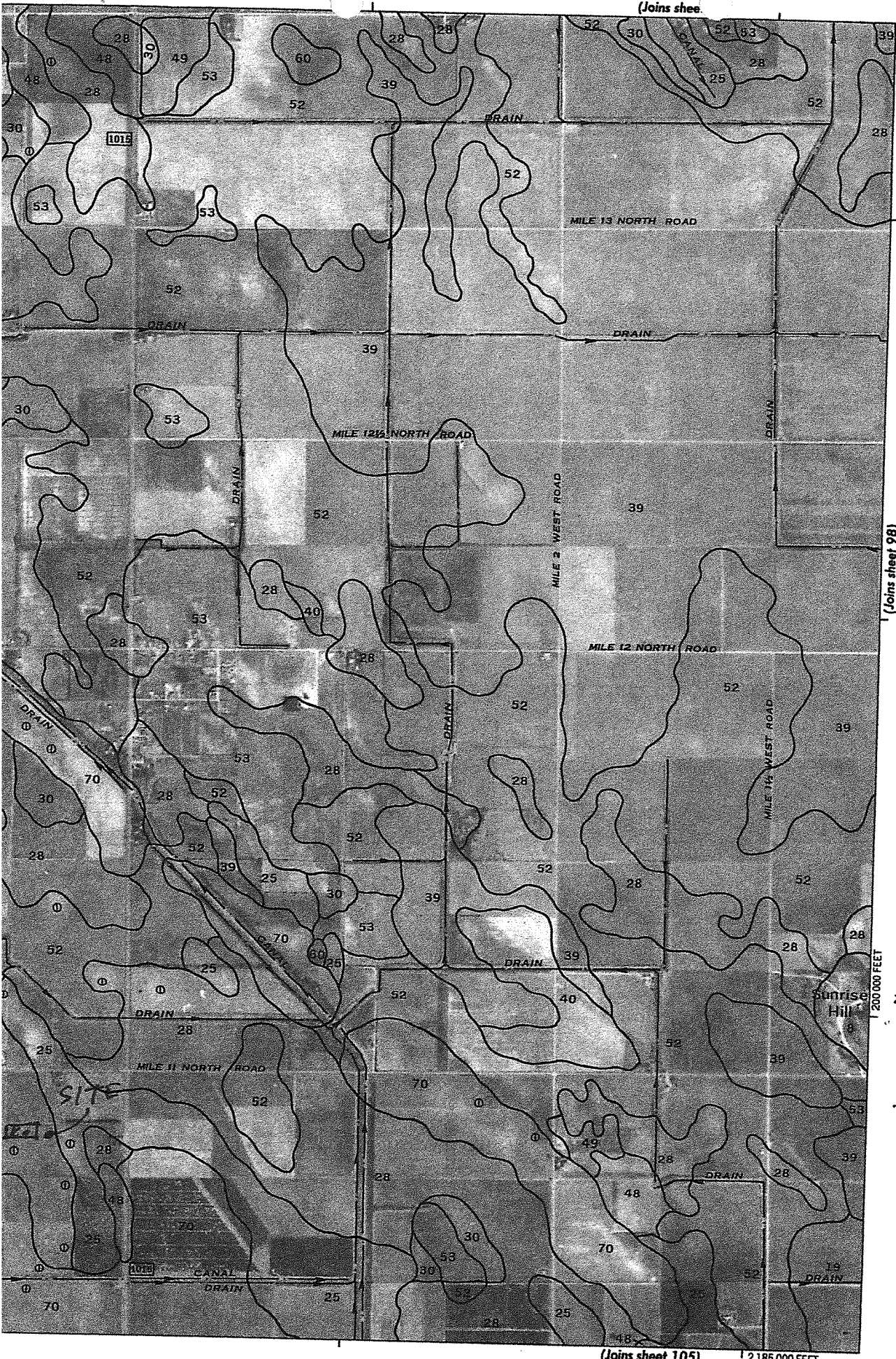


(Joins sheet

97

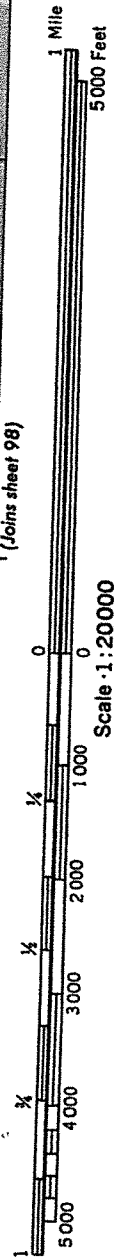


1:200,000 FEET



(Joins sheet 98)

1:200,000 FEET



(Joins sheet 105)

1:218,000 FEET

This map is compiled from 1975 aerial photography by the U. S. Department of Agriculture. Provisional grid ticks and level elevations.



TABLE 18.--SOIL AND WATER FEATURES

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

| Map symbol and soil name        | Hydro-logic group | Flooding      |            |         | High water table |          |         | Cemented pan |           | Risk of corrosion |          |
|---------------------------------|-------------------|---------------|------------|---------|------------------|----------|---------|--------------|-----------|-------------------|----------|
|                                 |                   | Frequency     | Duration   | Months  | Depth            | Kind     | Months  | Depth        | Hard-ness | Uncoated steel    | Concrete |
|                                 |                   |               |            |         | Ft               |          |         | In           |           |                   |          |
| 1.* Arents                      | D                 | Occasional    | Long-----  | Sep-May | 4.0-6.0          | Apparent | Sep-May | ---          | ---       | High-----         | Low.     |
| 2----- Benito                   |                   |               |            |         | >6.0             | ---      | ---     | ---          | ---       | Moderate          | 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.               |                   |               |            |         | >6.0             | ---      | ---     | ---          | ---       | Low-----          | Low.     |
| 22, 23, 24----- Hebronville     | B                 | None-----     | ---        | ---     | >6.0             | ---      | ---     | ---          | ---       | High-----         | 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.               |                   |               |            |         | >6.0             | ---      | ---     | ---          | ---       | High-----         | Low.     |
| 32:* Jimenez-----               | C                 | None-----     | ---        | ---     | >6.0             | ---      | ---     | 7-20         | Thin      | High-----         | Low.     |

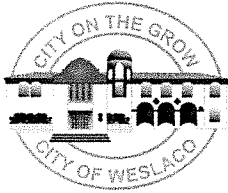
See footnotes at end of table.



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1172 |  |
| <b>From:</b><br>Mardoqueo Hinojosa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to approve Final Plat of the Re-plat of Reyna Office Park, Unit 1 Subdivision – a 3.89 acre tract of land out of Lot 1, Reyna Office Park Unit 1 Subdivision, Hidalgo County, Texas, as per map recorded in volume 31, page 73B, map records of Hidalgo County, Texas, located Northeast Corner of intersection of Border Rd. and IH-2 Frontage Rd and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)                                                                                                                                      |                 |                                                              |  |
| <b>Background:</b><br>The proposed two (2) lots subdivision is within the City of Weslaco city limits. This subdivision is being serviced with water by the City of Weslaco through an 8" waterline and sewer services through an existing 12" sanitary sewer line from the City of Weslaco. The property is within a Flood Zone "X". 10 ft. must be dedicated by plat along Border Avenue. Owner is requesting a variance from right-of-way dedication, as dedication will encroach into existing parking lot by approximately 4 ft. Alternatively, staff has suggested to request a right-of-way permit at Building stage to allow for existing parking lot. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Final Plat will be presented to the Planning and Zoning during a special meeting on August 14, 2017. Planning and Zoning recommended approval on August 2, 2017 of the preliminary plat with denial of the variance.                                                                                                                                                                                                                                                                                                                                          |                 |                                                              |  |
| Elizabeth Walker<br>Mardoqueo Hinojosa<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | Created/Initiated<br>Approved<br>Final Approval              |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval of the final plat and compliance with the ordinance for the variance.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                                                              |  |

|                                           |
|-------------------------------------------|
| <b>Attachments, if any:</b>               |
| Subdivision Attachments, Subdivision Plat |
| <b>Responsibilities upon Approval:</b>    |
| Planning 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. SUB 17-00011

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: RE-PLAT OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION

Location: NE CORNER BORDER AVE + I H 2 (FRONTAGE RD)

Legal Description: 3.89 Ac. Tract of Land out of Lot 1, Reyna Office Park, Unit 1 Subdivision, Hidalgo County, Texas, as per map recorded in Vol 31, Page 73 B, MRHC

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: B2

Existing Land Use: B2    Proposed Land Use: COMMERCIAL

Number of Lots Proposed: 2    Gross Acreage: 3.89 AC

Title Report Submitted:    ☐ YES    ☐ NO

### OWNER INFORMATION

Owner's Name: Ezequiel Reyna    Telephone: 956-477-3962

Address: 702 W. Expressway 83

Fax: \_\_\_\_\_

City: Weslaco

State: TX

Zip: 78596

E-mail: \_\_\_\_\_

### ENGINEER INFORMATION

Name: R. Gutierrez Engineering Corp    Telephone: 956-782-2557

Address: 130 E. Park Ave

Fax: 956-782-2558

City: Pharr

State: TX

Zip: 78577

E-mail: office@rgec.net

## UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: \_\_\_\_\_

☒ YES ☐ NO Wastewater Provision: \_\_\_\_\_

☒ YES ☐ NO Electric Company: \_\_\_\_\_

☒ YES ☐ NO Phone Utility \_\_\_\_\_

☐ YES ☐ NO Gas Utility \_\_\_\_\_

☐ YES ☐ NO Cable Utility \_\_\_\_\_

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District No 1

☒ YES ☐ NO Irrigation District # 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](mailto:mhinojosa@weslacotx.gov) & [rdelafuente@weslacotx.gov](mailto: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](mailto:mhinojosa@weslacotx.gov) & [rdelafuente@weslacotx.gov](mailto:rdelafuente@weslacotx.gov)

\_\_\_\_\_ ☒ \$350.00 (one time fee for preliminary and final plat)

\_\_\_\_\_ One 11" X 17" reduced copy of plat

\_\_\_\_\_ Plat Layout

\_\_\_\_\_ Existing & Proposed Easements

\_\_\_\_\_ Existing & Proposed ROW

\_\_\_\_\_ Existing & Proposed Drainage Easements

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

- \_\_\_\_\_ Contours
- \_\_\_\_\_ Flood Zones
- \_\_\_\_\_ Adjoiners
- \_\_\_\_\_ Existing & Proposed street names
- \_\_\_\_\_ Utility Layout
- \_\_\_\_\_ Existing & Proposed Utilities
- \_\_\_\_\_ Proposed Fire Hydrants
- \_\_\_\_\_ Adjoiners
- \_\_\_\_\_ Street names
- \_\_\_\_\_ Drainage plans and calculations with engineer's seal
- \_\_\_\_\_ Elevations
- \_\_\_\_\_ Flood directional arrows
- \_\_\_\_\_ Detention areas
- \_\_\_\_\_ Street names
- \_\_\_\_\_ Proof of ownership of the property
- \_\_\_\_\_ If septic tank system required, submit soil evaluation report
- \_\_\_\_\_ Water Rights associated with the property
- \_\_\_\_\_ Tax Receipt for all taxing entities showing that taxes are paid in full
- \_\_\_\_\_ Number of fire hydrants proposed for subdivision
- \_\_\_\_\_ Trip Generation Worksheet

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

- \_\_\_\_\_ Twelve (12) sets of plans **FOLDED & STAPLED** (24 x 36) & PDF copy **with all corrections**
- \_\_\_\_\_ Plats to be sealed by Professional Engineer
- \_\_\_\_\_ Approved Drainage Report
- \_\_\_\_\_ Traffic Impact Analysis (If required)

**SUBMITTALS REQUIRED FOR FINAL (City Commission)**

- \_\_\_\_\_ One set of 8 ½ x 11 of plat and utilities with all corrections done

**SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING**

- \_\_\_\_\_ Seven (7) full sets of construction plans 24 x 36 and one (1) 11 x 17 with plan & profile.
- \_\_\_\_\_ Engineering cost estimates for 3% geotechnical testing fees and 2% inspection fees
- \_\_\_\_\_ Notice of Intent
- \_\_\_\_\_ SW3P

**SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING**

- \_\_\_\_\_ Electronic file of final plat and as-builds
- \_\_\_\_\_ Reproducible plat to be recorded with all required signatures
- \_\_\_\_\_ 3% geotechnical testing fees or negotiated Material Testing fee by City, whichever is higher
- \_\_\_\_\_ 2% inspection fee
- \_\_\_\_\_ Park Fees
- \_\_\_\_\_ Checks or Receipts: HCCID #9; HCDD #1; County Clerk
- \_\_\_\_\_ Tax certificates
- \_\_\_\_\_ Memo from engineering inspector releasing subdivision
- \_\_\_\_\_ Water Rights associated with the property dedicated and assigned to City of Weslaco or payment of fees sufficient to meet the needs necessitated and attributable to development
- \_\_\_\_\_ 30 Year Water and 30 Year Sewer Service Agreements
- \_\_\_\_\_ Park dedication/Fees in lieu of

**SUBMITTALS REQUIRED FOR RECORDING BY SECURITY**

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



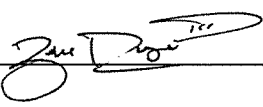
\*\* Any revisions requested could require resubmission of plats and red copy reflecting changes.

**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: EZEQUIEL REYNA

Owner Signature:  Date: 7-28-2017

\_\_\_\_\_ 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: \_\_\_\_\_  
\_\_\_\_\_

**CITY OF WESLACO**  
956-968-3181

REC#: 02282432 7/28/2017 11:40 AM  
OPER: KArev TERM: 036  
REF#: 4611  
PAID BY:

TRAN: 235.1000 PROCESSING FEE  
3555  
01 -400-3200  
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT  
3555  
01 -400-1025  
SUBDIVISION INSPECT 350.00CR

TENDERED: 355.00 CHECK  
APPLIED: 355.00-

CHANGE: 0.00

**REYNA FAMILY DEVELOPMENT, LTD.**

**CITY OF WESLACO**

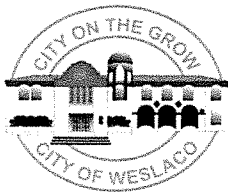
4611

7/28/2017

355.00

355.00

Lone Star National Ba BAR B CUTIES- REVIEW



## APPLICATION FOR 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. VAR17-00047

### GENERAL INFORMATION

Name of Subdivision: RE-PLAT OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION

Location: NORTHEAST CORNER OF BORDER AVE. AND IH-2 (FRONTAGE ROAD)

Legal Description: 3.89 ACRE TRACT OF LAND OUT OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 31, PAGE 73 B, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

### VARIANCE TYPE:

☐ Streetlights ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☒ NO

Describe in detail the reason for the variance request:

☐ 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:

☐ 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:

DEDICATION OF ADDITIONAL 10' ROW WILL NEGATIVELY IMPACT THE EXISTING IMPROVEMENTS ON THIS TRACT OF LAND  
MAKING THE EXISTING PARKING LOT TO ENCROACH 4.5' INTO THE PROPOSED ROW OF BORDER AVE AND AFFECTING 23 PARKING SPACES.

---

### OWNER INFORMATION

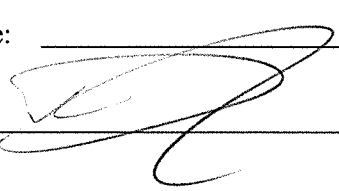
Owner's Name: EZEQUIEL REYNA Telephone: (956) 477-3962  
Address: 702 W. EXPRESSWAY 83 Fax: \_\_\_\_\_  
City: WESLACO State: TX Zip: 78596 E-mail: \_\_\_\_\_

### 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: Dominic Reyna

Owner Signature:  Date: \_\_\_\_\_

\_\_\_\_\_ 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: \_\_\_\_\_

REYNA FAMILY DEVELOPMENT, LTD.

CITY OF WESLACO

7/27/2017

4609

55.00

Lone Star National Ba subdivision review application

55.00

CITY OF WESLACO  
956-968-3181

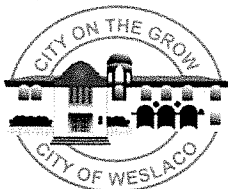
REC#: 02282392 7/28/2017 11:09 AM  
OPER: KArev TERM: 036  
REF#: 4609  
PAID BY:

TRAN: 235.1000 PROCESSING FEE  
3551  
01 -400-3200  
PROCESSING FEE-ONLI 5.00CR

TRAN: 203.0000 SUBDIVISION INSPECT  
3551  
01 -400-1025  
SUBDIVISION INSPECT 50.00CR

TENDERED: 55.00 CHECK  
APPLIED: 55.00-

CHANGE: 0.00



## SUBDIVISION REVIEW 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. SRV17-00019

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.

### GENERAL INFORMATION

Name of Subdivision: Re-Plat of Lot 1, Reyna Office Park, Unit 1 Subdivision

Location: NEC of intersection of Border Rd. and IH-2 Frontage Rd

Legal Description: 3.89 ACRE TRACT OF LAND OUT OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 31, PAGE 73 B, MAP RECORDS OF HIDALGO COUNTY, TEXAS

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: B-2 Secondary and Highway District

Existing Land Use: Office / Vacant Proposed Land Use: Office / Restaurant

Number of Lots Proposed: 2 Gross Acreage: 3.89

Title Report Submitted: ☐ YES ☒ NO

### OWNER INFORMATION

Owner's Name: Reyna Family Development Telephone: (956)477-3962

Address: 702 W. Expressway 83

Fax: \_\_\_\_\_

City: Weslaco State: FL Zip: 78596

E-mail: \_\_\_\_\_

### ENGINEER INFORMATION

Name: R. Gutierrez Engineering Corp Telephone: (956)782-2557

Address: 130 E. Park Ave

Fax: \_\_\_\_\_

City: Pharr State: TX Zip: 78577 E-mail: hlugo@rgec.net

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

## UTILITY PROVISIONS

Will proposed subdivision connect to:

☐ YES ☐ NO Water Provision: City of Weslaco

☐ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP

|                                                                                   |                                                                                 |                                                                                   |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Phone Utility | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Gas Utility | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Cable Utility |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|

Proposed subdivision is in the following districts:

|                                                                                                    |                                                                                                             |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Drainage District <u>HCDD1</u> | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Irrigation District <u>HC&amp;CCID9</u> |
|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|

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

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

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

## SUBMITTALS REQUIRED FOR SUBDIVISION REVIEW

☒ Seven (7) sets of preliminary plat **folded and stapled** (24 x 36) and forward a copy in PDF format to [mhinojosa@weslacotx.gov](mailto:mhinojosa@weslacotx.gov) & [rdelafuente@weslacotx.gov](mailto:rdelafuente@weslacotx.gov)

☒ \$50.00 Subdivision Review fee

☒ One 11" X 17" reduced copy of plat

☒ Plat Layout

☒ Existing & Proposed Easements

☒ Existing & Proposed ROW

☒ Existing & Proposed Drainage Easements

☒ Contours

☒ Flood Zones

☒ Adjoiners

☒ Existing & Proposed street names

☒ Utility Layout

☒ Existing & Proposed Utilities

☒ Proposed Fire Hydrants

☒ Adjoiners

☒ Street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

☒ Proof of ownership of the property

☐ NA 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

☐ NA Number of fire hydrants proposed for subdivision

☐ NA Trip Generation Worksheet



## 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: 7-18-17

R. Gutierrez Engineering Corp / Hernan Lugo, P.E. is the authorized agent

Authorized Agent Signature: \_\_\_\_\_ Date: 07/18/2017

Authorized Agent Printed Name: Hernan Lugo, PE

\*\*\*\*\*

### THIS PAGE FOR STAFF USE ONLY

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_ Date Paid \_\_\_\_\_

Preliminary Subdivision Review Date: \_\_\_\_\_

General Comments: \_\_\_\_\_

CITY OF MESLACO  
956-968-3181

REC#: 02279558 7/19/2017 10:42 AM  
OPER: KAREV TERM: 036  
REF#: 4568  
PAID BY:

TRAN: 235.1000 PROCESSING FEE  
3346  
01 -400-3200  
PROCESSING FEE-ONLI 5.00CR

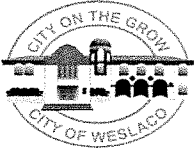
TRAN: 203.0000 SUBDIVISION INSPECT  
3346  
01 -400-1025  
SUBDIVISION INSPECT 50.00CR

TENDERED: 50.00 CHECK  
5.00 CHECK  
APPLIED: 55.00-

CHANGE: 0.00

# CITY OF WESLACO

## PLANNING & CODE ENFORCEMENT DEPARTMENT SUBDIVISION REVIEW MEETING



DATE: July 26, 2017



NAME OF SUBDIVISION: Re-plat Reyna Office Park Unit 1

### SIGN IN SHEET

| #  | NAME              | COMPANY         | Phone/email     |
|----|-------------------|-----------------|-----------------|
| 1  | Martinez Hinojosa | City of Weslaco | 447-3403        |
| 2  | Zenaida Guerrero  | City of Weslaco | 447-3403.       |
| 3  | Rolando Garza     | City of Weslaco | 447-3403        |
| 4  | M. Ili Surinca    | WFMO            | 447-3415        |
| 5  | Efrain Tafolla    | City of Weslaco | 956 447-3401    |
| 6  | Marcelo Cosme     | City of Weslaco | 956-532-8542    |
| 7  | Charles Warren    | PD              | 463-1180        |
| 8  | Hernan Lugo       | RGEC.           | (956) 782-2557. |
| 9  |                   |                 |                 |
| 10 |                   |                 |                 |
| 11 |                   |                 |                 |
| 12 |                   |                 |                 |
| 13 |                   |                 |                 |
|    |                   |                 |                 |

**WESLACO FIRE MARSHAL'S OFFICE**

255 S. Kansas

Weslaco, Texas 78596

(956) 447-3415 Fax (956) 969-4921

DATE: 07/19/17

OCCUR Y CLASS: Subdivision

FACILITY NAME: Reyna Office Park Unit 1 Subdivision

PHYSICAL &amp; MAILING ADDRESS: 702 W. Expressway 83

**PLAN REVIEW – CHECK OFF LIST**

PHONE #: OWNER/MANAGER: Zeke Reyna

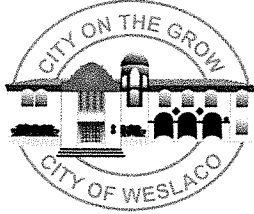
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------|------------------------|----------------------|--|------------------------------|------------------------|------------------------|--|--|--|------------------------------|
| 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 50' intervals for non-sprinklered building, 75' intervals for sprinklered building, annually inspected & tagged by a licensed agency and mounted no higher than 48" from top to ground. NFPA 10, Latest Edition & IFC 2012 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, 2012 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, 2012 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, 2012 Edition, Section 903 & 912 and latest edition of NFPA 13. <b>No ceiling shall be in place until aboveground hydrostatic test has been approved.</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
| 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, 2012 Edition, Section 904.                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
| I | Shall have 1 – K extinguisher for kitchen annually inspected by a licensed agency. IFC, 2012 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.                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
|   | 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, 2012 Edition, Section 903.3.7 and all of section 912, IFC, 2012 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 2012 Edition, Appendix D. (Cul-de-sac, wye, hammerhead)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
|   | N                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Shall have evacuation routes, with primary & secondary exits marked, in place. IFC, 2012 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                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Gated community shall submit specs on gate and shall maintain a 20' clearance on each side of island prior to installation of gate. Shall provide combination for access to subdivision. Shall provide Knox Box Gate Entry System.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
|   | 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. <a href="http://www.KnoxBox.com">www.KnoxBox.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
|   | V                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Shall have Knox FDC 5 inch Storz Caps in place. <a href="http://www.KnoxBox.com">www.KnoxBox.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
|   | 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 <b>"No Parking Fire Lane"</b> spaced every 10 to 12 feet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
| X | Y                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Shall submit a complete set of plans for construction to my office for further requirements. <b>For building construction</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                          |   |                       |                        |                      |  |                              |                        |                        |  |  |  |                              |
| X | Z                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Shall pay appropriate fees for the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <table border="1"> <tr> <td>X</td> <td>Plan review (\$75.00)</td> <td>Fire alarm plan review</td> <td>Fire alarm trip test</td> </tr> <tr> <td></td> <td>Sprinkler system plan review</td> <td>Aboveground hydro test</td> <td>Underground hydro test</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Suppression system trip test</td> </tr> </table> | X | Plan review (\$75.00) | Fire alarm plan review | Fire alarm trip test |  | Sprinkler system plan review | Aboveground hydro test | Underground hydro test |  |  |  | Suppression system trip test |
| X | Plan review (\$75.00)                                                                                                                                                                                                                                                                                                                                                                                                                                         | 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

# City of Weslaco

*"The City on the Grow"*



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

Mike R. Perez, City Manager

July 26, 2017

Reyna Family Development  
702 West. Expressway 83  
Weslaco, Texas 78596

Re: Re-Plat of Lot 1, Reyna Office Park Unit 1 - Subdivision Review

Dear Applicant:

As per the plan set received, please find below general comments that need to be addressed for the above mentioned subdivision:

1. Add Plat Note: Streetlight must be located every 300 feet
2. Change Signature line for P&Z to reading Planning & Zoning Chairman
3. Add Plat Note: No permanent structures are permitted over any easements.
4. Minimum Building Setback lines shall be as follows:  
Rear: 25'  
Interior Side: 5'
5. A 5 ft. sidewalk is required along exterior perimeter upon the issuance of a building permit.

Should you need additional information or have any questions, please call the Planning Department at (956) 447-3401.

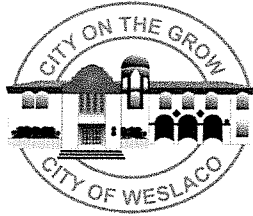
Sincerely,

Rebekah de la Fuente, C.F.M.  
Senior Planner

CC: R. Gutierrez Engineering Corp  
130 East Park Ave  
Pharr, Texas 78577

# City of Weslaco

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

Mike R. Perez, City Manager

July 26, 2017

R.Gutierrez Engineering Corportation  
130 E. Park Avenue  
Pharr, TX 78577  
Engineering Firm No. 486

Re: Replat of Lot 1, Reyna Office Park, Unit 1 Subdivision

Mr. Hernan A. Lugo

Please find below comments to the above mentioned subdivision:

## Plat

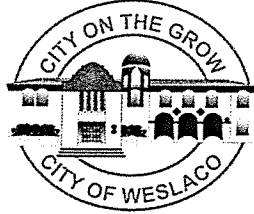
1. Need 10ft additional dedication to Border Avenue Right of Way.
2. The drive on the North and East of Lot 1, need to be granted as access easement.
3. Finish Floor Elevation needs to be raised to 75.50.
4. Need to add updated notes for HCCID#9 and Drainage District No.1.
5. Plat note for Planning and Zoning needs to be changed to be signed by Chairman: David Hernandez.

Sincerely,

Mardoqueo Hinojosa, P.E., CFM  
Planning Director/City Engineer

# City of Weslaco

*"The City on the Grow"*



David Suarez, Mayor  
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Olga M. Noriega, Commissioner, District 3  
Letty Lopez, Commissioner, District 5  
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

## INTERNAL MEMO

**DATE:** July 24, 2017

**TO:** Rebekah de la Fuente, Senior Planner  
Efrain Tafolla/Construction Insp./CADD Supervisor  
Gilbert Garcia, Construction Inspector  
Pete Garcia, Public Works Director/ Olga Garza  
Chris Sanchez, Fire Marshal/Mike Swinnea  
Rolando Gonzalez, Building Official  
Chief Stephen S. Mayer, Police Department

**FROM:** Mardoqueo Hinojosa, P.E., Planning Director/ City Engineer 

**SUBJECT:** Subdivision Review Meeting

---

A **subdivision review meeting** will be held on **Wednesday July 26, 2017** in the Planning Department Conference Room B. It is imperative that you attend. Listed below is the subdivision that will be discussed:

- **M.A. Subdivision – 9:00 a.m.**
- **Re-plat of Lot 1, Reyna Office Park Unit 1 Subdivision – 9:30 a.m.**

Please make every effort to attend or send a representative, if you or a representative is unable to attend, submit your comments in writing. **Be advised that all comments must be received before the scheduled meeting in order to avoid delays of construction.**

Should you have any questions, please call 447-3401.

**DRAINAGE STATEMENT**  
**FOR**  
**Re-Plat of Lot 1, Reyna Office Park,**  
**Unit 1 Subdivision**

**I. PROJECT LOCATION**

Re-Plat of Lot 1, Reyna Office Park, Unit 1 Subdivision is a 3.89-acre tract of land out of Lot 1, Reyna Office Park, Unit 1 Subdivision, Hidalgo County, Texas, as per map recorded in Volume 31, Page 73 B, Map Records of Hidalgo County, Texas. The property is located at the intersection of the north Right-of-Way of the frontage road of Interstate 2 (IH-2) and the east Right-of-Way of Border Avenue (Mile 5-1/2 West Road) within the City limits of the City of Weslaco, Hidalgo County, Texas. The proposed site will result of a two (2) commercial lot subdivision (Refer to Exhibit A).

**II. FLOOD PLAIN**

In accordance with F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 06, 2000, the subject tract lays entirely in "Zone X", areas of 500-year flood; areas of 100-year flood with average depths of less than one foot or with drainage areas less than one square mile; and areas protected by levees from 100-year flood (Refer to Exhibit B).

**III. SOIL CONDITIONS**

A review of the Soil Survey of Hidalgo County (Refer to Exhibit C) indicates that the subject tract lays entirely in an area of Hidalgo sandy clay loam soil with a Map Unit Symbol "28". Hidalgo sandy clay loam soil consists of sandy clay loam and clay loam soils with Plasticity Index between 11 and 22, this soil is well drained and permeability is moderately high to high, and it is within Hydrological Group "B"; this soil is also known to have a depth to water table of more than 80-in.



#### IV. EXISTING CONDITIONS

The subject tract is fully developed and impervious pavement and buildings already exist on this tract. The existing terrain has a grade of approximately 0.10% and existing runoff from the site is by form of sheet flow and runs mainly from the southwest to northeast side of the tract. Some of this flow is naturally retained on the green areas of the property. The excess runoff travels as sheet flow on the existing paved areas and along the existing curb and gutters until is captured by two curb inlets located in the northern part of the property. The total contributing 10-year existing storm water runoff from this site is approximately 15.60-cfs. (Refer to Exhibit D)

#### V. PROPOSED CONDITIONS

The proposed conditions for this subject tract will consist of two (2) commercial lots subdivision. Development in the form of impervious pavement and buildings already exist on this tract and additional building are proposed to be built on lot 1 of proposed subdivision which will increase the ultimate storm water runoff for this lot. The total developed 10-year runoff will be approximately 17.37-cfs. However, a net discharge release from this tract shall be maintained at the existing conditions of 15.60-cfs. All excess runoff of 1.77-cfs will be detained on-site and lot 1 will be required to detain a volume of approximately 0.109 acre-feet (4,765 c.f.) (Refer to Exhibit D). An engineered drainage plan shall be approved by the City of Weslaco at the building permit stage.



06/06/2017

**EXHIBIT A**  
**Subdivision Plat**



**EXHIBIT B**  
**FEMA Flood Insurance Map (FIRM)**

# LEGEND



**SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD**

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

**FLOODWAY AREAS IN ZONE AE**



**OTHER FLOOD AREAS**



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

**OTHER AREAS**



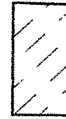
**ZONE X** Areas determined to be outside 500-year floodplain.

**ZONE D** Areas in which flood hazards are undetermined.

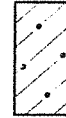
**UNDEVELOPED COASTAL BARRIERS<sup>1</sup>**



Identified 1983



Identified 1990



Otherwise Protected Areas

<sup>1</sup>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.



Base Flood Elevations Listed in Feet.

F42



APPROXIMATE SCALE



**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

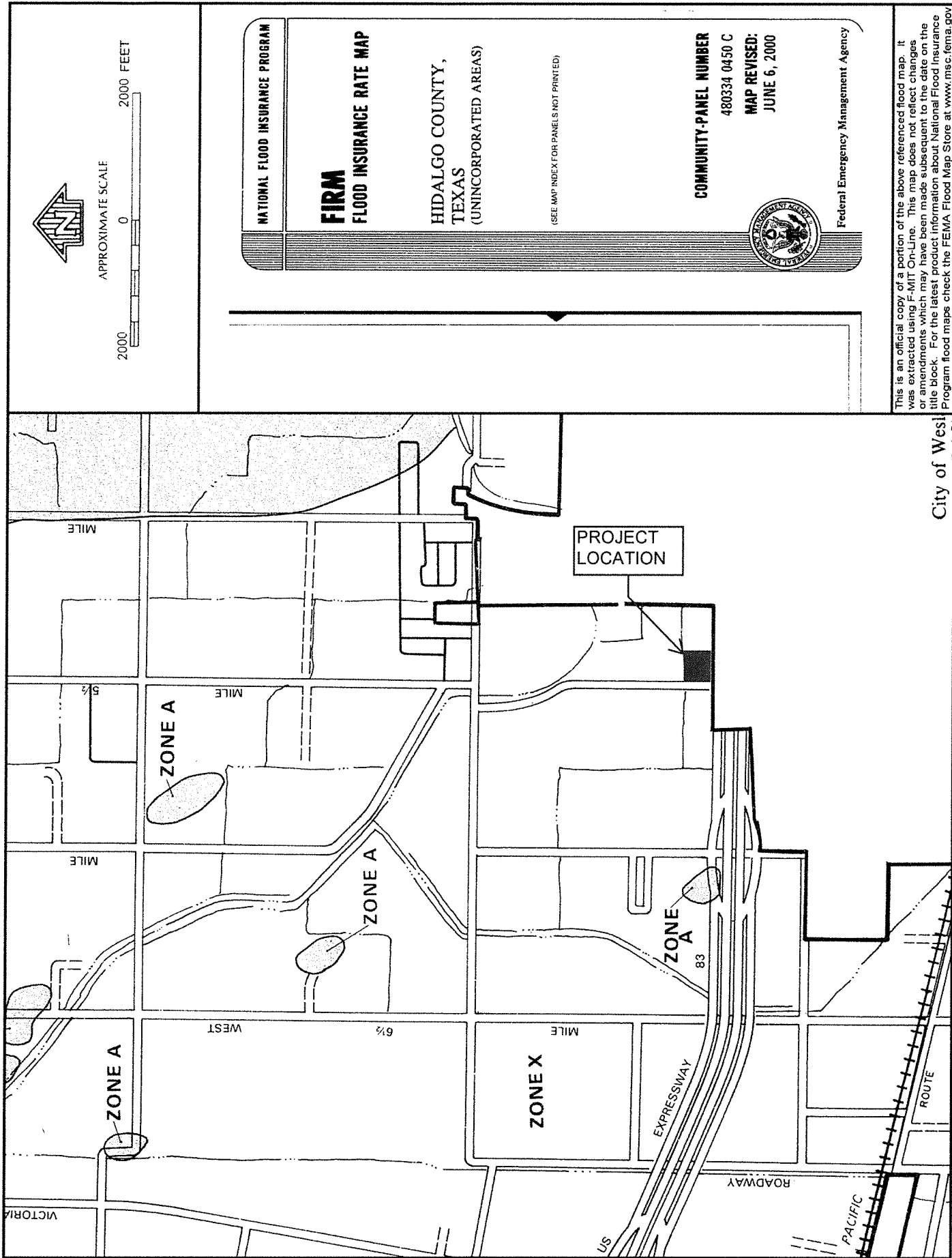
**MAP REVISED:**

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](http://www.msc.fema.gov)



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**EXHIBIT D**  
**Storm Water Calculations**

**Exhibit D**  
**Detention Storage Requirements**  
**for**  
**Re-Plat of Lot 1, Reyna Office Park**  
**Unit 1 Subdivision**

1. Existing condition and runoff ( Using Rational Method ).

|                        |                  |             |
|------------------------|------------------|-------------|
| Q= CiA                 | Slope=           | 0.1 %       |
| Q= (c.f.s.)            | Length=          | 400 ft      |
| C= runoff coefficient  | V=               | 0.35 ft/sec |
| i= intensity (In./Hr.) | T <sub>c</sub> = | 19 min      |
| A= area ( Acres)       |                  | 3.89        |

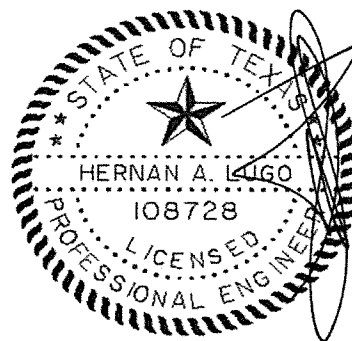
|                              |       |      |      |
|------------------------------|-------|------|------|
| Q <sub>10</sub> (Existing) = | 0.62  | 6.47 | 3.89 |
| Q <sub>10</sub> (Existing) = | 15.60 |      |      |

2. Developed condition and runoff ( Using Rational Method).

|                              |              |      |      |                  |             |
|------------------------------|--------------|------|------|------------------|-------------|
| Q <sub>10</sub> (Developed)= | 0.69         | 6.47 | 3.89 | Slope=           | 0.1 %       |
| Q <sub>10</sub> (Developed)= | 17.37 c.f.s. |      |      | Length=          | 400 ft      |
|                              |              |      |      | V=               | 0.35 ft/sec |
|                              |              |      |      | T <sub>c</sub> = | 19 min      |

3. Storage Requirement

With allowed discharge of 15.60 c.f.s., the required storage volume as per Hidalgo County Drainage District Number 1 design standards is 4,765 c.f. or 0.109 acre-ft. Refer to Storage Requirement Table for storage volume determination.



6/6/2017



**Exhibit D**  
**Detention Storage Requirements**  
**for**  
**Re-Plat of Lot 1, Reyna Office Park**  
**Unit 1 Subdivision**  
**10-Year Return Frequency**

| <b>Time<br/>(minutes)</b> | <b>I<br/>(in./hr.)</b> | <b>Q<sub>DEVELOPED</sub><br/>(c.f.s.)</b> | <b>Vol. TOTAL<br/>(c.f.)</b> | <b>Q<sub>ALLOWED</sub><br/>(c.f.s.)</b> | <b>Vol. DISCH.<br/>(c.f.)</b> | <b>Vol. STORED<br/>(c.f.)</b> | <b>Vol. STORED<br/>(Ac-Ft)</b> |
|---------------------------|------------------------|-------------------------------------------|------------------------------|-----------------------------------------|-------------------------------|-------------------------------|--------------------------------|
| 2                         | 13.28                  | 35.65                                     | 4,278                        | 15.60                                   | 1,873                         | 2,405                         | 0.055                          |
| 4                         | 11.69                  | 31.37                                     | 7,529                        | 15.60                                   | 3,745                         | 3,784                         | 0.087                          |
| 6                         | 10.47                  | 28.11                                     | 10,119                       | 15.60                                   | 5,618                         | 4,502                         | 0.103                          |
| 8                         | 9.51                   | 25.53                                     | 12,255                       | 15.60                                   | 7,490                         | 4,765                         | 0.109                          |
| 10                        | 8.73                   | 23.44                                     | 14,062                       | 15.60                                   | 9,363                         | 4,700                         | 0.108                          |
| 12                        | 8.08                   | 21.70                                     | 15,623                       | 15.60                                   | 11,235                        | 4,388                         | 0.101                          |
| 14                        | 7.54                   | 20.23                                     | 16,992                       | 15.60                                   | 13,108                        | 3,884                         | 0.089                          |
| 16                        | 7.07                   | 18.97                                     | 18,210                       | 15.60                                   | 14,980                        | 3,229                         | 0.074                          |
| 18                        | 6.66                   | 17.87                                     | 19,304                       | 15.60                                   | 16,853                        | 2,451                         | 0.056                          |
| 20                        | 6.30                   | 16.91                                     | 20,297                       | 15.60                                   | 18,725                        | 1,572                         | 0.036                          |
| 22                        | 5.99                   | 16.06                                     | 21,205                       | 15.60                                   | 20,598                        | 607                           | 0.014                          |
| 24                        | 5.70                   | 15.31                                     | 22,041                       | 15.60                                   | 22,470                        | (429)                         | (0.010)                        |
| 26                        | 5.45                   | 14.63                                     | 22,816                       | 15.60                                   | 24,343                        | (1,527)                       | (0.035)                        |
| 28                        | 5.22                   | 14.01                                     | 23,537                       | 15.60                                   | 26,215                        | (2,679)                       | (0.061)                        |
| 30                        | 5.01                   | 13.45                                     | 24,211                       | 15.60                                   | 28,088                        | (3,877)                       | (0.089)                        |
| 32                        | 4.82                   | 12.94                                     | 24,844                       | 15.60                                   | 29,960                        | (5,116)                       | (0.117)                        |
| 34                        | 4.65                   | 12.47                                     | 25,441                       | 15.60                                   | 31,833                        | (6,391)                       | (0.147)                        |
| 36                        | 4.49                   | 12.04                                     | 26,006                       | 15.60                                   | 33,705                        | (7,699)                       | (0.177)                        |
| 38                        | 4.34                   | 11.64                                     | 26,542                       | 15.60                                   | 35,578                        | (9,036)                       | (0.207)                        |
| 40                        | 4.20                   | 11.27                                     | 27,051                       | 15.60                                   | 37,450                        | (10,400)                      | (0.239)                        |
| 42                        | 4.07                   | 10.93                                     | 27,536                       | 15.60                                   | 39,323                        | (11,787)                      | (0.271)                        |
| 44                        | 3.95                   | 10.61                                     | 28,000                       | 15.60                                   | 41,195                        | (13,195)                      | (0.303)                        |
| 46                        | 3.84                   | 10.31                                     | 28,445                       | 15.60                                   | 43,068                        | (14,623)                      | (0.336)                        |
| 48                        | 3.73                   | 10.02                                     | 28,871                       | 15.60                                   | 44,941                        | (16,070)                      | (0.369)                        |



6/6/2017

**EXHIBIT E**  
**"C" Values**

**Weighted "C" Value  
for  
RE-PLAT OF LOT 1, REYNA OFFICE PARK  
UNIT 1 SUBDIVISION**

**EXISTING CONDITIONS**

|                                            | PAVED AREAS (S.F) | BLDG (S.F)  | GREEN (S.F) | TOTAL AREA (SF) |
|--------------------------------------------|-------------------|-------------|-------------|-----------------|
|                                            | 69,690.00         | 19,820.00   | 1,895.00    |                 |
|                                            |                   |             | 575.00      |                 |
|                                            |                   |             | 550.00      |                 |
|                                            |                   |             | 24,632.00   |                 |
|                                            |                   |             | 21,711.00   |                 |
|                                            |                   |             | 30,575.00   |                 |
|                                            | 69,690.00         | 19,820.00   | 79,938.00   | 169,448.00      |
| RUNOFF<br>COEFFICIENT                      | 0.9               | 0.9         | 0.30        |                 |
| AREA (%)                                   | 0.41              | 0.12        | 0.47        |                 |
| <b>WEIGHTED<br/>RUNOFF<br/>COEFFICIENT</b> | <b>0.37</b>       | <b>0.11</b> | <b>0.14</b> | <b>0.62</b>     |

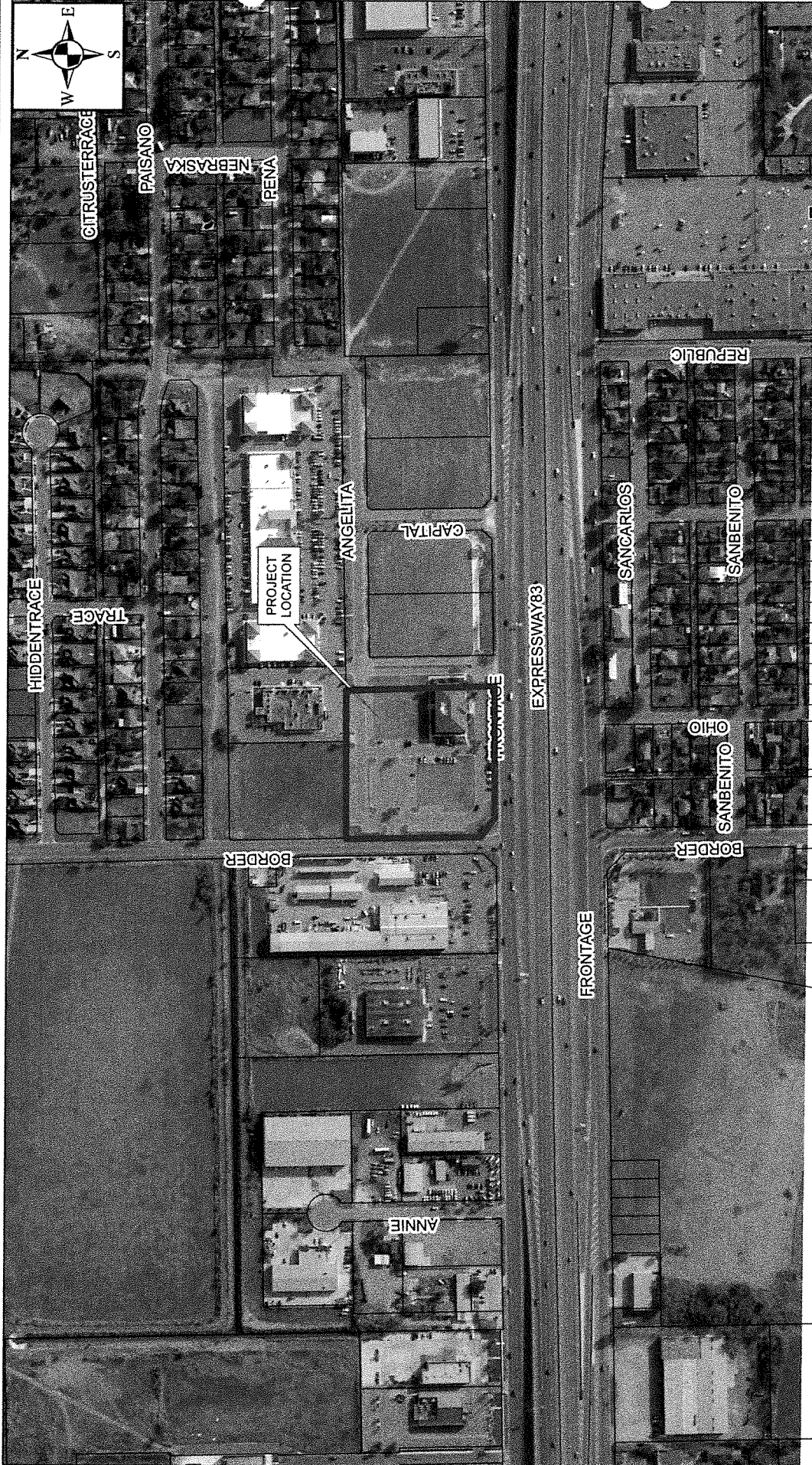
**PROPOSED CONDITIONS**

|                                            | PAVED AREAS (S.F) | BLDG (S.F)  | GREEN (S.F) | TOTAL AREA (SF) |
|--------------------------------------------|-------------------|-------------|-------------|-----------------|
|                                            | 69,690.00         | 19,820.00   | 1,895.00    |                 |
|                                            |                   | 19,540.00   | 575.00      |                 |
|                                            |                   |             | 550.00      |                 |
|                                            |                   |             | 24,632.00   |                 |
|                                            |                   |             | 2,171.00    |                 |
|                                            |                   |             | 30,575.00   |                 |
|                                            | 69,690.00         | 39,360.00   | 60,398.00   | 169,448.00      |
| RUNOFF<br>COEFFICIENT                      | 0.9               | 0.9         | 0.30        |                 |
| AREA (%)                                   | 0.41              | 0.23        | 0.36        |                 |
| <b>WEIGHTED<br/>RUNOFF<br/>COEFFICIENT</b> | <b>0.37</b>       | <b>0.21</b> | <b>0.11</b> | <b>0.69</b>     |



6/6/2017

**EXHIBIT G**  
**Vicinity Map**



**R. Gutierrez**  
**Engineering**  
**Corporation**

Professional Engineers & Land Surveyors  
 130 E. Park Avenue ♦ Pharr, Texas 78577  
 (817) 956-7822 ♦ (817) 956-7822  
 Texas Engineering Firm #146 ♦ Texas Surveying Firm #15140

**PROJECT:** RE-PLAT OF LOT 1  
 REYNA OFFICE PARK  
 UNIT 1 SUBDIVISION  
 Westlaco, Texas

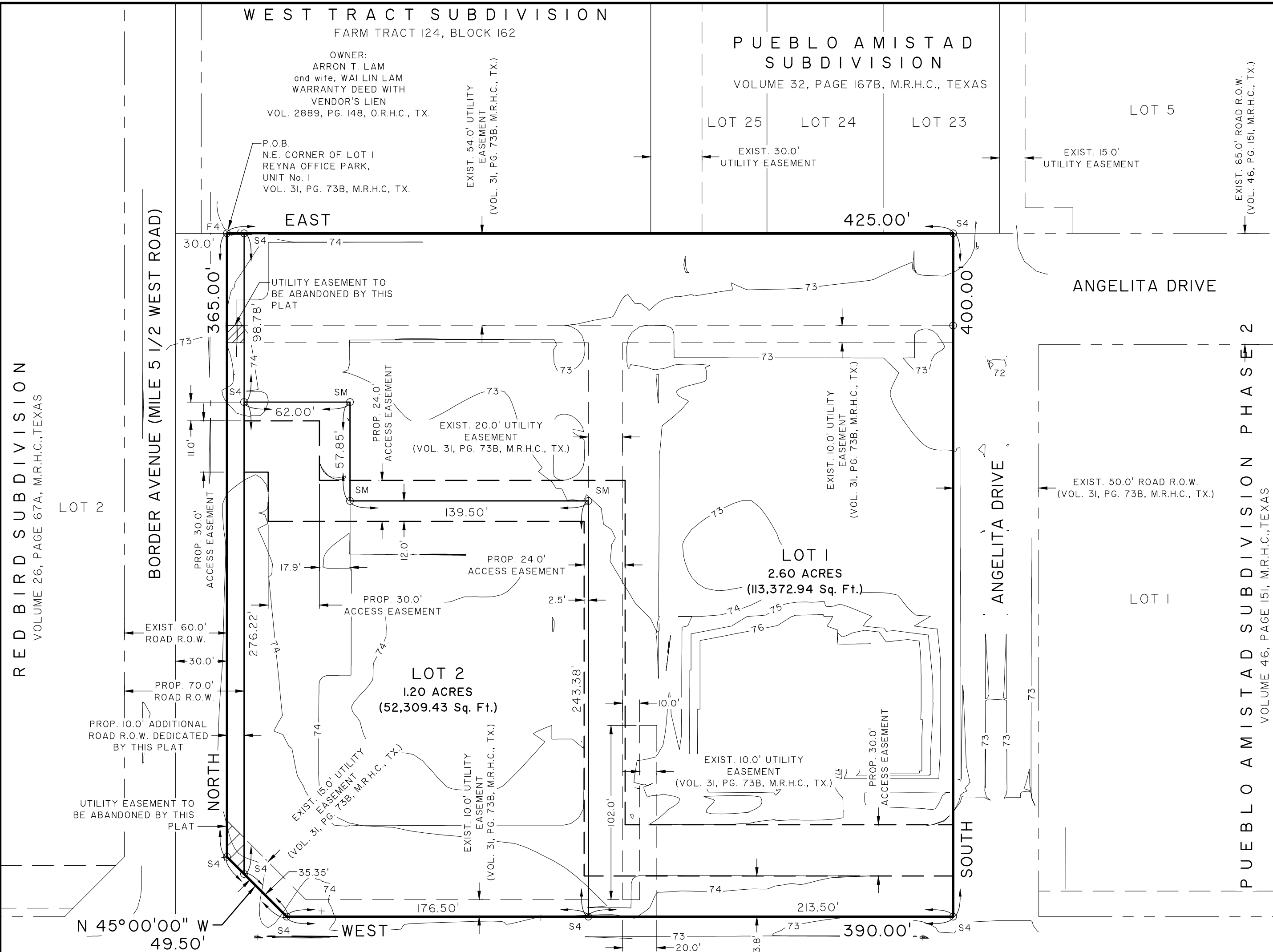
**OWNER:** EZEQUIEL REYNA  
 Westlaco, Texas

**SCALE:** 1 inch = 250 feet  
**Prepared by:**  
**Checked by:** Herman A. Lugo, P.E., C.F.M.  
**Date:** June, 2017

**Sheet No.**  
**N/A**



File Path: F:\2017\ENG\02 - Reyna Subd - Weslaco\PLAT\ENT17\_012 PLAT\_062817.dwg



GENERAL NOTES:

- MINIMUM BUILDING SETBACK LINE ARE AS FOLLOWS:  
A. FRONT: 25.0' (FRONTAGE ROAD)  
B. REAR: 25.0'  
C. SIDE: 5.0'  
C. STREET SIDE: 15.0'
- MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OF BORDER AVENUE.
- FLOOD ZONE "X" - AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN. COMMUNITY-PANEL NUMBER: 480334 0450 C, MAP DATED JUNE 06, 2000 AND REVISED MAY 30, 2002 TO REFLECT LOMR.
- BENCH MARK: SQUARE CUT ON TOP OF CURB INLET LOCATED AT THE SOUTHWEST CORNER OF THIS SUBDIVISION. ELEVATION: 73.91 (NAVD88)  
NORTHING: 16588629.3000  
EASTING: 1148629.7090
- NO BUILDING/STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
- STORM WATER DETENTION IS REQUIRED FOR THIS PROPERTY IS, THE ENGINEER OF RECORD FOR THIS SUBDIVISION PLAT HAS ESTIMATED AN AREA OF APPROXIMATELY 0.07 ACRES AND A VOLUME OF APPROXIMATELY 12,500 CUBIC FEET (0.287 ACRE FEET) WILL BE REQUIRED FOR THIS USE. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS.
- A DETAILED DRAINAGE PLAN SHALL BE APPROVED BY THE CITY ENGINEER AT THE BUILDING PERMIT STAGE.
- A 5.0' SIDEWALK ALONG PERIMETER STREETS SHALL BE REQUIRED AT THE BUILDING PERMIT STAGE.
- NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF WESLACO FOR THIS COMMERCIAL DEVELOPMENT.
- ALL DETENTION AREAS WILL BE MAINTAINED BY OWNER'S
- LANDSCAPING REQUIREMENTS AS PER CITY ORDINANCE.
- ADDITIONAL FIRE PROTECTION MAY BE REQUIRED DURING THE BUILDING PERMIT PHASE IN ORDER TO PROVIDE ANY ADDITIONAL FIRE PROTECTION REQUIREMENT.
- STREET LIGHTS FOR THIS DEVELOPMENT SHALL BE SPACED AT PER CITY REQUIREMENTS.
- EROSION & SEDIMENTATION CONTROL SHALL COMPLY WITH CURRENT T.P.D.E.S. & SWPPP GUIDELINES.
- DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THE PLAT, DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

| NO. | SHEET | REVISION | DATE | APPROVED |
|-----|-------|----------|------|----------|
|     |       |          |      |          |
|     |       |          |      |          |
|     |       |          |      |          |
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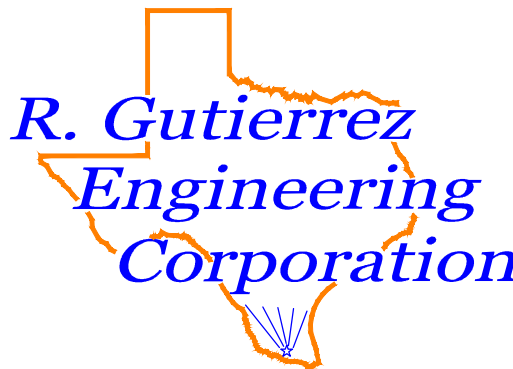
STATE OF TEXAS §  
COUNTY OF HIDALGO §

THIS PLAT IS APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9

DATED: \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017

- NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 (H.C.C.I.D. No. 9) RIGHT OF WAY AND/OR EASEMENTS WITHOUT EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. No. 9.
- IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER AT EXISTING CONDITIONS.
- H.C.C.I.D. No. 9 WILL NOT BE RESPONSIBLE FOR THE STORM / DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.
- H.C.C.I.D. No. 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 DATE.



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577  
(TEL) 956 782-2557 • (FAX) 956 782-2558  
ENGINEERING FIRM No.: 486 • SURVEYING FIRM No.: 101650-00

RE-PLAT OF LOT 1,  
REYNA OFFICE PARK, UNIT 1 SUBDIVISION

METES AND BOUNDS DESCRIPTION

BEING 3.89 ACRE TRACT OF LAND OUT OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 31, PAGE 73 B, MAP RECORDS OF HIDALGO COUNTY, TEXAS. SAID 3.89 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A No. 4 REBAR FOUND AT THE NORTHWEST CORNER OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE, EAST, WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 425.00 FEET TO A No. 4 REBAR SET (WITH A PLASTIC CAP STAMPED RGE) AT THE NORTHEAST CORNER OF SAID LOT 1 FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 400.00 FEET TO A No. 4 REBAR SET (WITH A PLASTIC CAP STAMPED RGE) AT THE SOUTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, WEST, WITH THE SOUTH LINE OF SAID LOT 1, ALSO BEING THE NORTH RIGHT OF WAY LINE OF INTERSTATE 2 (FRONTAGE ROAD), A DISTANCE OF 390.00 FEET TO A No. 4 REBAR SET (WITH A PLASTIC CAP STAMPED RGE) FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, WITH A CLIP, A DISTANCE OF 49.50 FEET TO A No. 4 REBAR SET (WITH A PLASTIC CAP STAMPED RGE) FOR THE MOST NORTHERLY SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH, WITH THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF BORDER AVENUE (MILE 5 1/2 WEST ROAD), A DISTANCE OF 365.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.89 ACRES OF LAND, MORE OR LESS.

STATE OF TEXAS §  
COUNTY OF HIDALGO §  
CERTIFICATE OF PLAT APPROVAL §  
UNDER LOCAL GOVERNMENT CODE 212.0115(B) §

WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RE-PLAT OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO

MAYOR OF THE CITY OF WESLACO: DAVID SUAREZ DATE

SECRETARY OF THE CITY OF WESLACO: ELIZABETH WALKER DATE

STATE OF TEXAS §  
COUNTY OF HIDALGO §

THIS PLAT OF RE-PLAT OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

DIRECTOR: DAVID HERNANDEZ, CHAIRMAN

STATE OF TEXAS §  
COUNTY OF HIDALGO §

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OR THE DISTRICT ADOPTED UNDER TEX. WATER CODE SECTION 49.21(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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



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

ON: \_\_\_\_\_ AT \_\_\_\_\_  
AM/PM INSTRUMENT  
No. \_\_\_\_\_ OF  
THE MAP RECORDS OF HIDALGO  
COUNTY, TEXAS  
BY: \_\_\_\_\_ DEPUTY

STATE OF TEXAS §  
COUNTY OF HIDALGO §

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS RE-PLAT OF LOT 1, REYNA OFFICE PARK, UNIT 1 SUBDIVISION TO THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, DOES (DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

NAME: EZEQUIEL REYNA DATE:  
OWNER: REYNA FAMILY DEVELOPMENT  
ADDRESS: 702 W. EXPRESSWAY 83  
WESLACO, TEXAS 78596

STATE OF TEXAS §  
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED, EZEQUIEL REYNA KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS MY COMMISSION EXPIRES

STATE OF TEXAS §  
COUNTY OF HIDALGO §

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

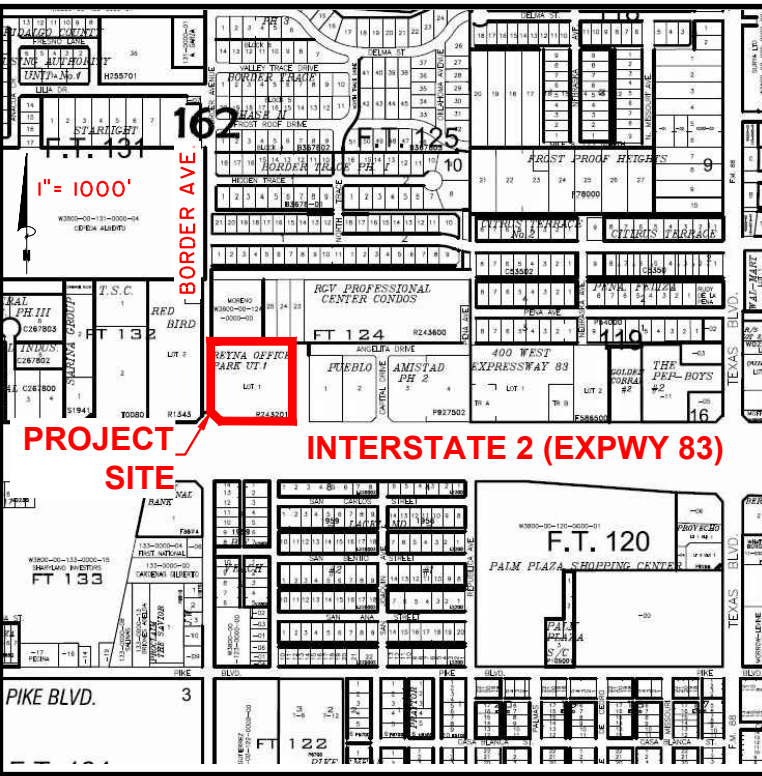


HERNAN A. LUGO, P.E.  
LICENSED PROFESSIONAL ENGINEER No. 108728  
R. GUTIERREZ ENGINEERING CORP.  
130 E. PARK  
PHARR, TEXAS 78577  
DATE: 08/08/2017

STATE OF TEXAS §  
COUNTY OF HIDALGO §

I, PABLO SOTO, Jr., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY STATE 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 AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF McALLEN SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

PABLO SOTO, Jr.  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4541  
R. GUTIERREZ ENGINEERING CORP.  
130 E. PARK  
PHARR, TEXAS 78577  
DATE: \_\_\_\_\_



LOCATION MAP

PREPARED BY: R. GUTIERREZ ENGINEERING CORP.  
130 E. PARK AVE.  
PHARR, TEXAS 78577

DATE PREPARED: JUNE 2017  
DATE SURVEYED: MAY 2017

PRINCIPAL CONTACTS:

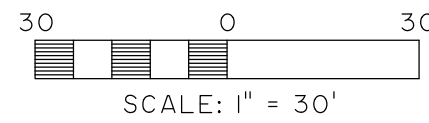
| NAME                      | ADDRESS          | CITY & ZIP           | PHONE          | E-MAIL          |
|---------------------------|------------------|----------------------|----------------|-----------------|
| OWNER: EZEQUIEL REYNA     | 702 W. EXPWY. 83 | WESLACO, TEXAS 78596 | (956) 477-3962 |                 |
| ENGINEER: HERNAN LUGO     | 130 E. PARK AVE. | PHARR, TEXAS 78577   | (956) 782-2557 | hlugo@rgec.net  |
| SURVEYOR: PABLO SOTO, JR. | 130 E. PARK AVE. | PHARR, TEXAS 78577   | (956) 782-2557 | office@rgec.net |



File Path: F:\2017\ENG\02 - Reyna Subd - Westaco\TOPOGRAPH MAP\ENG\02 TOPO MAP.dwg

RED BIRD SUBDIVISION  
VOLUME 26, PAGE 67A, M.R.H.C., TEXAS

LOT 2



LEGEND

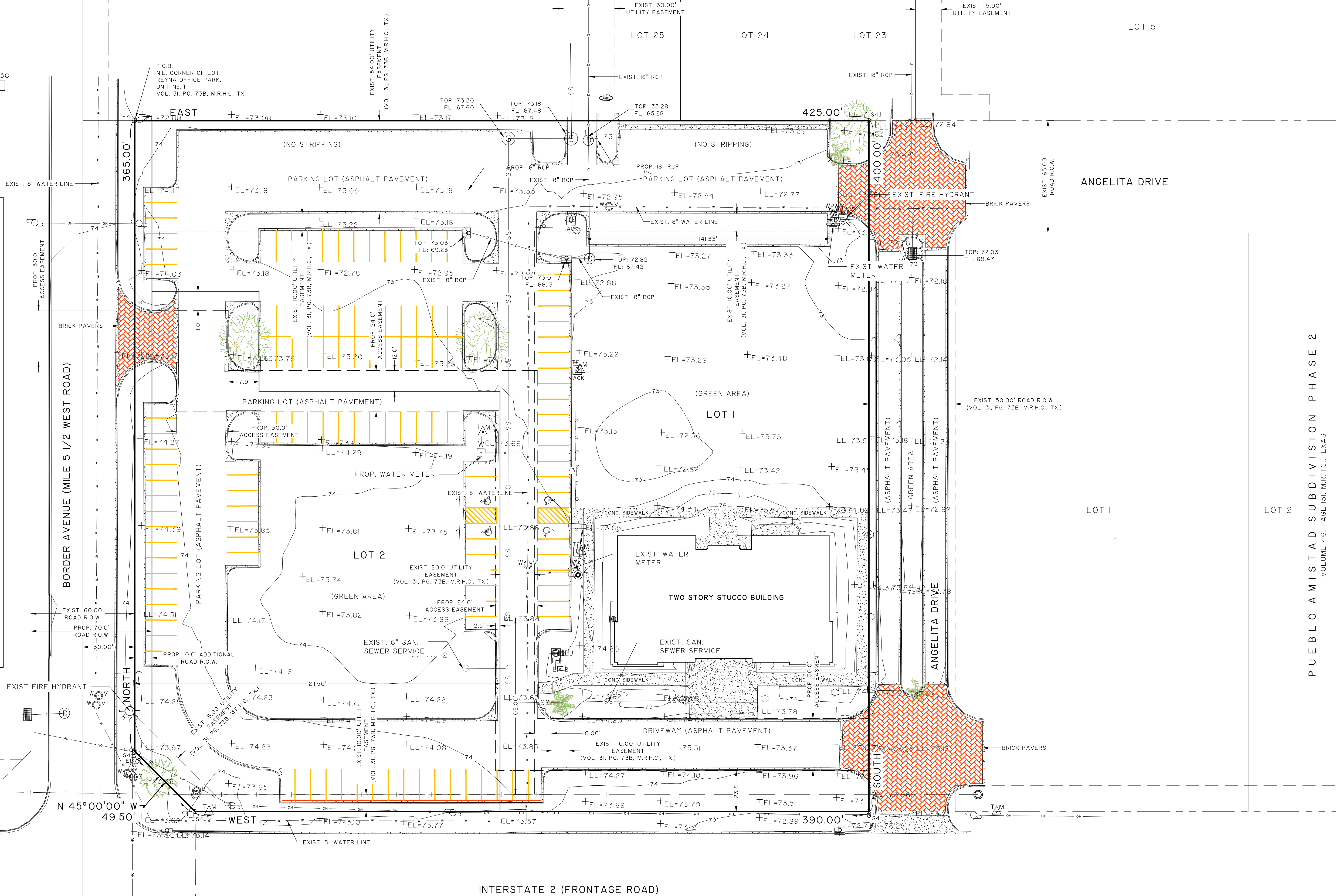
- D\_Manhole
- Clean Out
- Lamp Post
- AC
- Sign
- Pipe
- Electrical Box
- Elec\_Meter
- Sprinkler Control Valve
- Water Meter
- Tel\_Jack
- Tel\_Marker
- Irrigation/Stand Pipe
- Iron Rod
- Grated Inlet
- Water Valve
- BackFlowPreventer\_small
- Fire Hydrant
- BackFlowPreventer\_large
- Power Pole
- Inlet
- SS\_Manhole
- 6Od Nail
- Power Pole W/Light
- Irrigation Valve
- Fiber Optic Marker
- Down Guy
- Palm Tree
- Mesquite Tree
- Large trees
- Water Line
- Drainage Line
- Sanitary Sewer Line
- Telephone Line
- Overhead Power Line
- Underground Electrical Line
- Irrigation Line
- Fiber Optic Line
- Sanitary Sewer Force Main

SF- SET No. 4 REBAR WITH PLASTIC  
CAP STAMPED RGEC  
F4- FOUND No. 4 REBAR

WEST TRACT SUBDIVISION  
FARM TRACT 124, BLOCK 162

PUEBLO AMISTAD  
SUBDIVISION  
VOLUME 32, PAGE 167B, M.R.H.C., TEXAS

PUEBLO AMISTAD SUBDIVISION PHASE 2  
VOLUME 46, PAGE 151, M.R.H.C., TEXAS



INTERSTATE 2 (FRONTAGE ROAD)

PUEBLO AMISTAD SUBDIVISION PHASE 2  
VOLUME 46, PAGE 151, M.R.H.C., TEXAS

RE-PLAT OF LOT 1  
REYNA OFFICE PARK, UNIT 1, SUBD.  
TOPOGRAPHY MAP AND  
UTILITY LAYOUT

| SCALE(S) SHOWN    | DATE | BY |
|-------------------|------|----|
| DATE: JUNE 2017   |      |    |
| FB No.:           |      |    |
| SURVEY BY:        |      |    |
| DRAWN BY: RG      |      |    |
| PREPARED BY: R.G. |      |    |
| CHECKED BY: R.G.  |      |    |

SHEET  
2



THE SEAL APPEARING ON THIS  
DOCUMENT WAS AUTHORIZED  
BY HERNAN A. LUGO, P.E. 108726  
DATE: 08/10/2017  
ALTERATION OF A SEALED  
DOCUMENT WITHOUT PROPER  
NOTIFICATION TO THE  
RESPONSIBLE ENGINEER IS AN  
OFFENSE UNDER THE TEXAS  
ENGINEERING PRACTICE LAW.

R. Gutierrez  
Engineering  
Corporation  
Professional Engineers & Land Surveyors  
130 E. PARK AVENUE • PHARR, TEXAS 77577  
(TEL) 956.782.2557 • (FAX) 956.782.2558  
ENGINEERING FIRM No. 486  
SURVEYING FIRM No. 101650-00



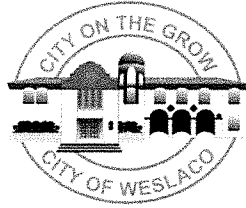
## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                                                                                                                                 |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1159 |  |
| <b>From:</b><br>Mardoqueo Hinojosa                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration of the Final Plat for the Weslaco North Fire Station Subdivision – a 48.682 acre tract of land out of Farm Tract 98 and 114, West Tract Subdivision, Hidalgo County, Texas. Located on approximately 375 ft east of FM 88 on Mile 11 North Road and authorize the Mayor to execute any related documents.<br>Possible Action (Staffed by Planning and Code Enforcement)    |                 |                                                              |  |
| <b>Background:</b><br>The proposed two (2) lot subdivision is within the City of Weslaco city limits and prepared by City staff. This subdivision is being serviced with water by N.A.W.S.C. through an 6" waterline and sanitary sewer services through an OSSF. The property is within a Flood Zone "X". The proposed subdivision will serve as the Future location for the North side Fire Station and North-side Park. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                    | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| Rebekah De La Fuente<br>Mardoqueo Hinojosa<br>Mike Perez                                                                                                                                                                                                                                                                                                                                                                   |                 | Created/Initiated<br>Approved<br>Final Approval              |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Attachments, if any:</b><br>North Fire Station- Drainage Report & Plat                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Staff will proceed with recording packet.                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |



# City of Weslaco

*"The City on the Grow"*



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

Mike R. Perez, City Manager

## DRAINAGE REPORT

For

### NORTH FIRE STATION SUBDIVISION

Prepared by: Mardoqueo Hinojosa, P.E., CFM

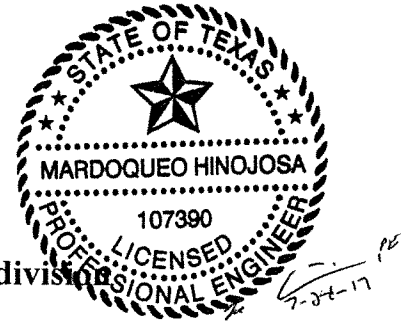
Zenaida Guerrero B.S.E.



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## 1.0 PROJECT SUMMARY



### 1.1 Drainage Statement for North Fire Station Subdivision

The proposed development consists 48.682 acres of land and is located on the south side of Mile 11 North Road approximately 375 ft east of FM 88 within the City of Weslaco. The development is situated in Flood Zone 'X' and Shaded 'X' of the Unincorporated Areas Hidalgo County Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map Panel No. 480334 0450 C, dated June 6, 2000 revised to reflect letter of map revision (LOMR) Dated May 30, 2002 (Exhibit A). Shaded Zone 'X' is defined by FEMA as areas between limits of the 100-year flood and 500-year flood; or certain areas subject to the 100-year flooding with average depths less than one (1) foot or where the contributing area is less than one square mile; or areas protected by levees from the base flood. Zone 'X' is defined as areas determined to be outside the 500-year flood plain.

The site is vacant with mild vegetation. According to the Hidalgo County Soil Survey, the existing site material is comprised mainly of two (2) soils which are identified in Group B (Exhibit C). The soils are defined as "Hidalgo Fine Sandy Loam" (28) and "Hidalgo Sandy Clay Loam, (25) which are sand and sandy clay, respectively. The topography for this site is predominantly flat with a slight northeasterly surface flow.

The development will be comprised of two (2) lots, one of which is Fire Station and one park. As per City of Weslaco drainage policy for regional detention facilities, the developer will detain the volume difference calculated between a 10-year storm at existing conditions and a 25-year storm at developed conditions or a total of **2.55 acre-feet**. The required storage will be detained on-site in the two lots with drainage swales and detention ponds. Lot 1 detention volume is 38, 532 ft<sup>3</sup> of which 5,772 will be captured in a detention pond in this lot. Lot 2 will detain additional volume (32,760 ft<sup>3</sup>) on drainage swale located within the 15 ft drainage easement (see detail in section 2.2). The detention volume of 72, 624 ft<sup>3</sup> calculated for Lot 2 will be captured in multiple detention ponds in a location to be determined at the time of building permit. All site drainage improvements and detention for this site shall conform to current city and county ordinances and drainage policies and will be discharged to existing canal located on the south end of Lot 2.

## 2.0 HYDROLOGIC CALCULATION

### 2.1 Existing Drainage Conditions of Lot 1 and Lot 2

The table below indicates the estimated peak discharge on our site of 48.682 acres. Using 0.2 as our coefficient (see Exhibit B) and a rainfall intensity factor of 2.30 in/hr, a peak discharge of 21.46 cfs is calculated.

#### EXISTING DATA

|                                      |         |                       |
|--------------------------------------|---------|-----------------------|
| Total Area                           | 48.682  | ac                    |
| Existing Runoff Coefficient - "C"    | 0.20    | (Exhibit B)           |
| Overland Flow Length - "L" Overland  | 1300.00 | Ft                    |
| Slope - "S"                          | 0.18    | %                     |
| Existing Time of Concentration - "T" | 98      | min.                  |
| Intensity of Rainfall - "I"          | 2.30    | in/hr (10-year event) |
| Existing - "Q"                       | 21.46   | Cfs                   |



### 2.2 Proposed Drainage Conditions of Lot 1 and Lot 2

The table below proposes that 98.15 cfs will be created after development of the 48.682-acre land during a 25-year storm.

#### DATA FOR PROPOSED IMPROVEMENTS

Rational Method  
Coefficients \*\*\*

|                                    |       |             |
|------------------------------------|-------|-------------|
| Proposed Runoff                    |       |             |
| Coefficient                        | 0.24  | (Exhibit B) |
| Proposed Time of Concentration "T" | 15    | Min.        |
| Proposed "I"                       | 8.40  | In/hr       |
| Existing - "Q"                     | 98.15 | cfs         |

#### REQUIRED VOLUME

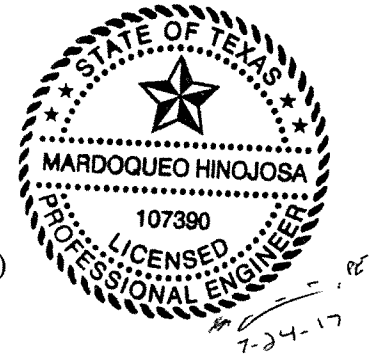
| Time         |             | I           | Q in         | V in          | Q out        | V out        | Req'd V       | Req'd V     |
|--------------|-------------|-------------|--------------|---------------|--------------|--------------|---------------|-------------|
| min          | hr          | in/hr       | cfs          | cf            | cfs          | cf           | cf            | ac-ft       |
| 15.00        | 0.25        | 8.40        | 98.15        | 88334         | 21.46        | 19316        | 69018         | 1.58        |
| 25.00        | 0.42        | 6.43        | 75.17        | 112762        | 21.46        | 25754        | 87008         | 2.00        |
| 35.00        | 0.58        | 5.28        | 61.69        | 129540        | 21.46        | 32193        | 97347         | 2.23        |
| 45.00        | 0.75        | 4.51        | 52.71        | 142317        | 21.46        | 38632        | 103685        | 2.38        |
| 55.00        | 0.92        | 3.96        | 46.26        | 152655        | 21.46        | 45070        | 107584        | 2.47        |
| 65.00        | 1.08        | 3.54        | 41.37        | 161357        | 21.46        | 51509        | 109848        | 2.52        |
| 75.00        | 1.25        | 3.21        | 37.53        | 168889        | 21.46        | 57948        | 110942        | 2.55        |
| <b>85.00</b> | <b>1.42</b> | <b>2.95</b> | <b>34.42</b> | <b>175543</b> | <b>21.46</b> | <b>64386</b> | <b>111156</b> | <b>2.55</b> |
| 95.00        | 1.58        | 2.72        | 31.84        | 181519        | 21.46        | 70825        | 110697        | 2.54        |

### 2.3 Existing Drainage Conditions of Lot 1

The table below indicates the estimated peak discharge in Lot 1 with a total acreage of 3.168. Using 0.2 as our coefficient (see Exhibit B) and a rainfall intensity factor of 2.98 in/hr, a peak discharge of 1.89 cfs is calculated.

#### EXISTING DATA

|                                      |        |                       |
|--------------------------------------|--------|-----------------------|
| Total Area                           | 3.168  | ac                    |
| Existing Runoff Coefficient - "C"    | 0.20   | (Exhibit B)           |
| Overland Flow Length - "L"           | 550.00 | Ft                    |
| Overland Slope - "S"                 | 0.18   | %                     |
| Existing Time of Concentration - "T" | 67     | min.                  |
| Intensity of Rainfall - "I"          | 2.98   | in/hr (10-year event) |
| Existing - "Q"                       | 1.89   | Cfs                   |



### 2.4 Proposed Drainage Conditions of Lot 1

The table below proposes that 26.40 cfs will be created after development of the 3.168-acre land during a 25-year storm.

#### DATA FOR PROPOSED IMPROVEMENTS

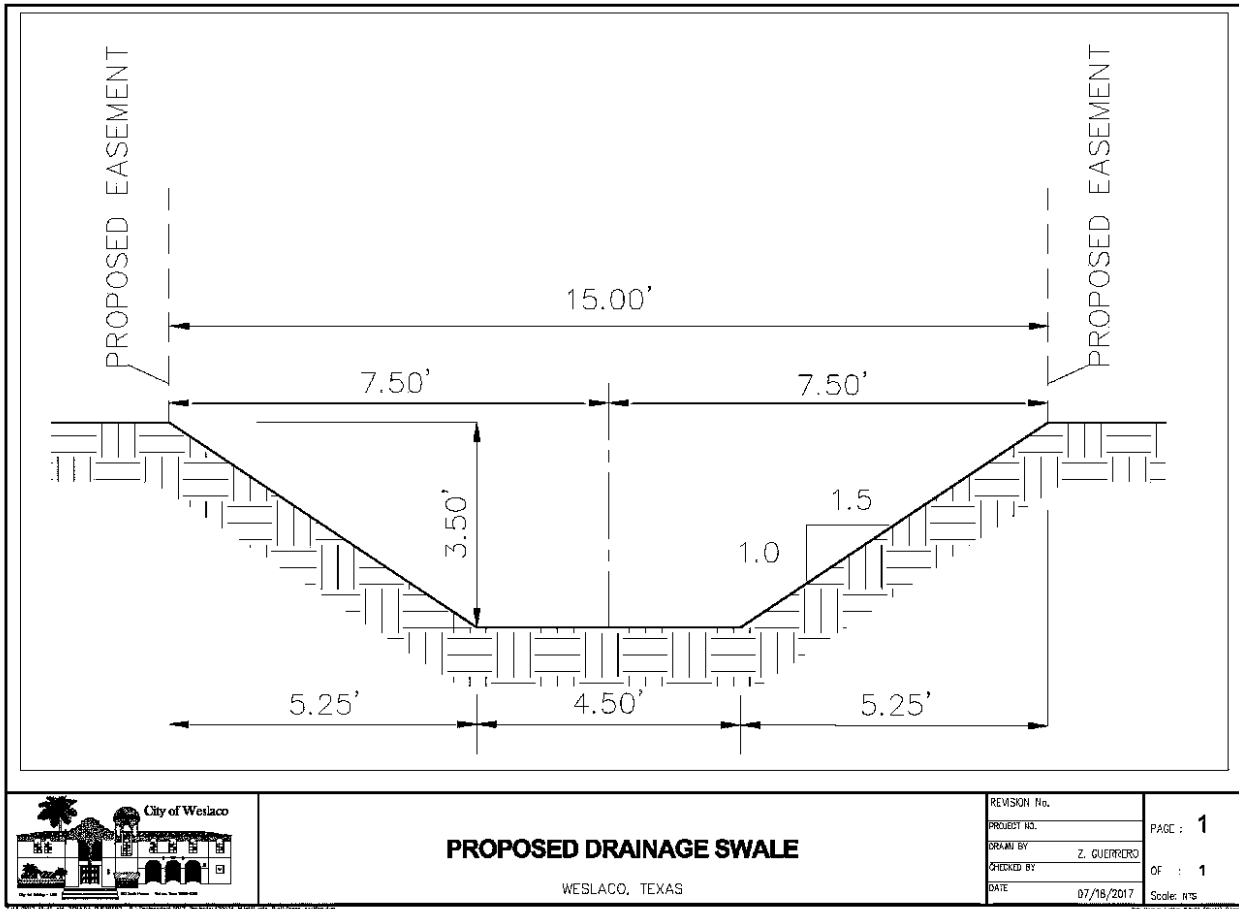
Rational Method  
Coefficients \*\*\*

|                                    |       |             |
|------------------------------------|-------|-------------|
| Proposed Runoff Coefficient        | 0.83  | (Exhibit B) |
| Proposed Time of Concentration "T" | 10    | Min.        |
| Proposed "I"                       | 10.04 | In/hr       |
| Existing - "Q"                     | 26.40 | cfs         |

#### REQUIRED VOLUME

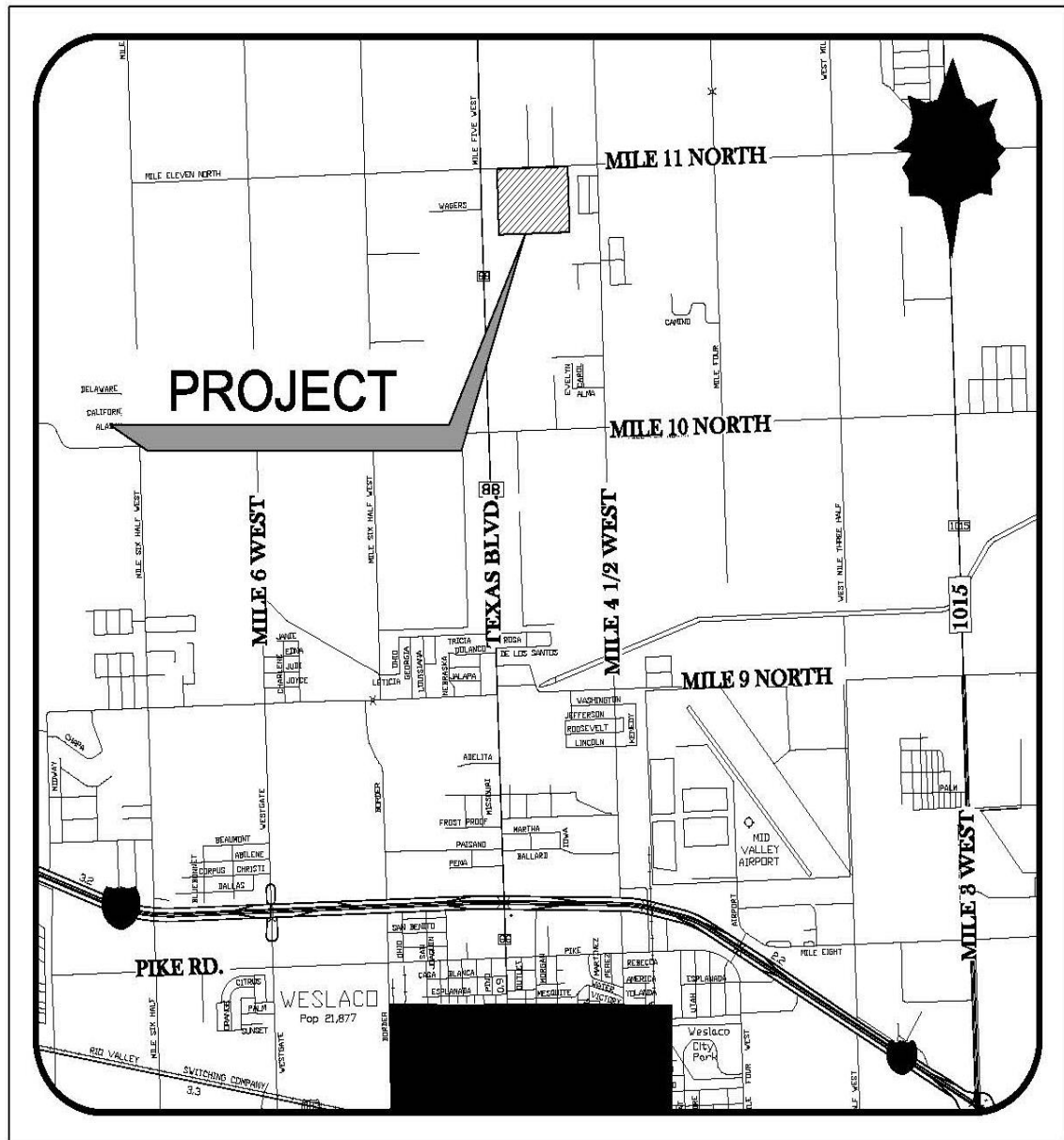
| Time          |             | I           | Q in        | V in         | Q out       | V out        | Req'd V      | Req'd V     |
|---------------|-------------|-------------|-------------|--------------|-------------|--------------|--------------|-------------|
| min           | hr          | in/hr       | cfs         | cf           | cfs         | cf           | cf           | ac-ft       |
| 200.00        | 3.33        | 1.59        | 4.19        | 50248        | 1.89        | 11892        | 38356        | 0.88        |
| 210.00        | 3.50        | 1.54        | 4.04        | 50895        | 1.89        | 12458        | 38437        | 0.88        |
| 220.00        | 3.67        | 1.48        | 3.90        | 51515        | 1.89        | 13024        | 38491        | 0.88        |
| 230.00        | 3.83        | 1.44        | 3.78        | 52113        | 1.89        | 13590        | 38522        | 0.88        |
| <b>240.00</b> | <b>4.00</b> | <b>1.39</b> | <b>3.66</b> | <b>52688</b> | <b>1.89</b> | <b>14157</b> | <b>38532</b> | <b>0.88</b> |
| 250.00        | 4.17        | 1.35        | 3.55        | 53244        | 1.89        | 14723        | 38521        | 0.88        |
| 260.00        | 4.33        | 1.31        | 3.45        | 53781        | 1.89        | 15289        | 38492        | 0.88        |
| 270.00        | 4.50        | 1.27        | 3.35        | 54300        | 1.89        | 15855        | 38445        | 0.88        |
| 280.00        | 4.67        | 1.24        | 3.26        | 54804        | 1.89        | 16422        | 38383        | 0.88        |
| 290.00        | 4.83        | 1.21        | 3.18        | 55293        | 1.89        | 16988        | 38305        | 0.88        |

## 2.5 Proposed Drainage Swale- Figure 1



### 3.0 LOCATION MAP

#### 3.1 Project Location



LOCATION MAP  
NTS

## **4.0 SOIL REPORT**

### **4.1 Soil Map**





United States  
Department of  
Agriculture

NRCS

Natural  
Resources  
Conservation  
Service

A product of the National  
Cooperative Soil Survey,  
a joint effort of the United  
States Department of  
Agriculture and other  
Federal agencies, State  
agencies including the  
Agricultural Experiment  
Stations, and local  
participants

# Custom Soil Resource Report for Hidalgo County, Texas



# Preface

---

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist ([http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2\\_053951](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951)).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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# How Soil Surveys Are Made

---

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

## Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

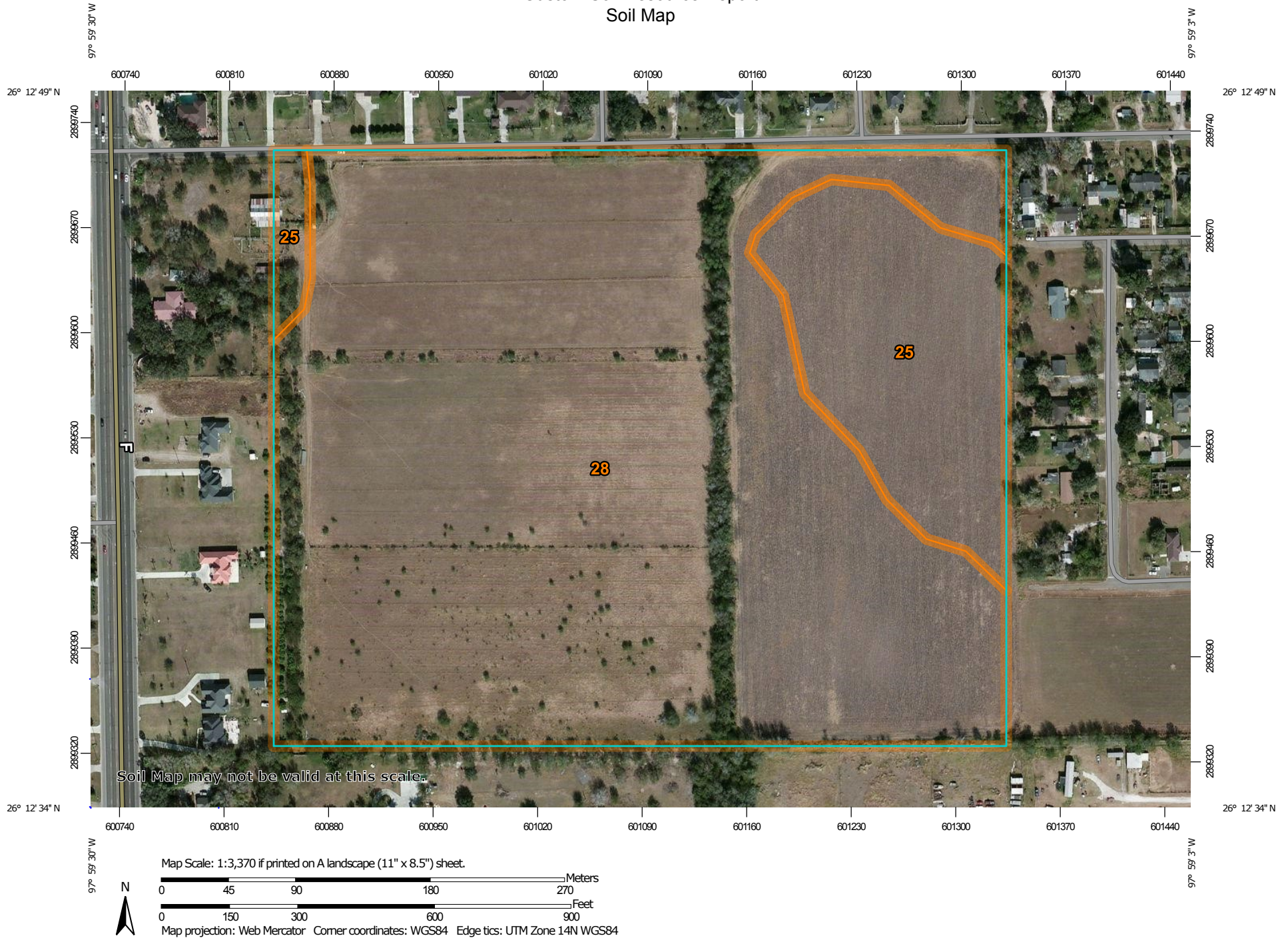
# Soil Map

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The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.



# Custom Soil Resource Report Soil Map



## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

### Water Features

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas  
Survey Area Data: Version 13, Sep 15, 2016

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 10, 2010—Jan 25, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

| Hidalgo County, Texas (TX215)      |                                                |              |                |
|------------------------------------|------------------------------------------------|--------------|----------------|
| Map Unit Symbol                    | Map Unit Name                                  | Acres in AOI | Percent of AOI |
| 25                                 | Hidalgo fine sandy loam, 0 to 1 percent slopes | 7.8          | 16.1%          |
| 28                                 | Hidalgo sandy clay loam, 0 to 1 percent slopes | 40.5         | 83.9%          |
| <b>Totals for Area of Interest</b> |                                                | <b>48.3</b>  | <b>100.0%</b>  |

## Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the

development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

## Hidalgo County, Texas

### 25—Hidalgo fine sandy loam, 0 to 1 percent slopes

#### Map Unit Setting

*National map unit symbol:* 2sxn  
*Elevation:* 20 to 500 feet  
*Mean annual precipitation:* 20 to 27 inches  
*Mean annual air temperature:* 72 to 74 degrees F  
*Frost-free period:* 300 to 365 days  
*Farmland classification:* Prime farmland if irrigated

#### Map Unit Composition

*Hidalgo and similar soils:* 85 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

#### Description of Hidalgo

##### Setting

*Landform:* Terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Calcareous loamy alluvium

##### Typical profile

*Ap - 0 to 17 inches:* fine sandy loam  
*Bk1 - 17 to 28 inches:* sandy clay loam  
*Bk2 - 28 to 38 inches:* clay loam  
*Ck - 38 to 80 inches:* clay loam

##### Properties and qualities

*Slope:* 0 to 1 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Runoff class:* Negligible  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 35 percent  
*Salinity, maximum in profile:* Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)  
*Sodium adsorption ratio, maximum in profile:* 10.0  
*Available water storage in profile:* Moderate (about 7.8 inches)

##### Interpretive groups

*Land capability classification (irrigated):* 2s  
*Land capability classification (nonirrigated):* 2s  
*Hydrologic Soil Group:* B  
*Ecological site:* GRAY SANDY LOAM 20-25" PZ (R083DY501TX)  
*Hydric soil rating:* No



**Minor Components**

**Willacy**

*Percent of map unit:* 10 percent  
*Landform:* Terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Ecological site:* SANDY LOAM 25-35" PZ (R083DY519TX)  
*Hydric soil rating:* No

**Brennan**

*Percent of map unit:* 5 percent  
*Landform:* Terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Ecological site:* SANDY LOAM 20-30" PZ (R083EY702TX)  
*Hydric soil rating:* No

**28—Hidalgo sandy clay loam, 0 to 1 percent slopes**

**Map Unit Setting**

*National map unit symbol:* 2sxvl  
*Elevation:* 20 to 500 feet  
*Mean annual precipitation:* 20 to 27 inches  
*Mean annual air temperature:* 72 to 74 degrees F  
*Frost-free period:* 300 to 365 days  
*Farmland classification:* All areas are prime farmland

**Map Unit Composition**

*Hidalgo and similar soils:* 85 percent  
*Minor components:* 15 percent  
*Estimates are based on observations, descriptions, and transects of the mapunit.*

**Description of Hidalgo**

**Setting**

*Landform:* Terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Parent material:* Calcareous loamy alluvium

**Typical profile**

*Ap - 0 to 17 inches:* sandy clay loam  
*Bk1 - 17 to 28 inches:* sandy clay loam  
*Bk2 - 28 to 38 inches:* clay loam  
*Ck - 38 to 80 inches:* clay loam

**Properties and qualities**

*Slope:* 0 to 1 percent  
*Depth to restrictive feature:* More than 80 inches  
*Natural drainage class:* Well drained  
*Runoff class:* Negligible  
*Capacity of the most limiting layer to transmit water (Ksat):* Moderately high to high (0.57 to 1.98 in/hr)  
*Depth to water table:* More than 80 inches  
*Frequency of flooding:* None  
*Frequency of ponding:* None  
*Calcium carbonate, maximum in profile:* 35 percent  
*Salinity, maximum in profile:* Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)  
*Sodium adsorption ratio, maximum in profile:* 10.0  
*Available water storage in profile:* Moderate (about 7.8 inches)

**Interpretive groups**

*Land capability classification (irrigated):* 1  
*Land capability classification (nonirrigated):* 2c  
*Hydrologic Soil Group:* B  
*Ecological site:* GRAY SANDY LOAM 20-25" PZ (R083DY501TX)  
*Hydric soil rating:* No

**Minor Components**

**Raymondville**

*Percent of map unit:* 7 percent  
*Landform:* Terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Ecological site:* CLAY LOAM 20-25" PZ (R083DY493TX)  
*Hydric soil rating:* No

**Racombes**

*Percent of map unit:* 6 percent  
*Landform:* Terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Ecological site:* CLAY LOAM 20-25" PZ (R083DY493TX)  
*Hydric soil rating:* No

**Willacy**

*Percent of map unit:* 2 percent  
*Landform:* Terraces  
*Landform position (three-dimensional):* Tread  
*Down-slope shape:* Linear  
*Across-slope shape:* Linear  
*Ecological site:* SANDY LOAM 25-35" PZ (R083DY519TX)  
*Hydric soil rating:* No

# References

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- American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.
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- United States Department of Agriculture, Natural Resources Conservation Service. National forestry manual. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2\\_053374](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/home/?cid=nrcs142p2_053374)
- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>



## Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2\\_054242](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242)

United States Department of Agriculture, Natural Resources Conservation Service. 2006. Land resource regions and major land resource areas of the United States, the Caribbean, and the Pacific Basin. U.S. Department of Agriculture Handbook 296. [http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2\\_053624](http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/soils/?cid=nrcs142p2_053624)

United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. [http://www.nrcs.usda.gov/Internet/FSE\\_DOCUMENTS/nrcs142p2\\_052290.pdf](http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf)

## 5.0 Appendix

### 5.1 Exhibit A



## Federal Emergency Management Agency

Washington, D.C. 20472

MAY 30 2002

CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED

The Honorable Jose E. Pulido  
Judge, Hidalgo County  
Cerro St.  
Edinburg, TX 78539

IN REPLY REFER TO:

Case Number: 02-06-715P

Community Name: Hidalgo County, Texas County  
(Unincorporated Areas) 100 E.

Community Number: 480334

Panel Affected: 480334 0450 C

Effective Date of

This Revision: 102 MAY 30 2002

A-C

Dear Judge Pulido:

The Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) for Hidalgo County, Texas (Unincorporated Areas) have been revised by this Letter of Map Revision (LOMR) to reflect revised hydrologic and hydraulic analyses for a portion of East Lateral Drain. The subject area is located along East Lateral Drain from approximately 2,650 feet downstream of Mile 2 West Road to approximately 25,500 feet upstream of Mile 2 West Road. This revision was initiated by [REDACTED] Floodplain Administrator, Hidalgo County, in a letter dated January 14, 2002.

We received hydrologic and hydraulic analyses, floodplain mapping, an annotated FIRM representing the revised conditions, and all applicable forms/certifications, prepared by [REDACTED] Chief Engineer, of J.F. Thompson, Inc., in support of this revision.

We received all of the data required to perform a technical review of the LOMR request as of April 29, 2002.

Because this revision was initiated to improve upon data shown on the effective FIRM, fees were not required for the review of this LOMR.

Based on our review of the submitted data, we are issuing this LOMR to reflect revised hydrologic and hydraulic analyses for a portion of East Lateral Drain. This LOMR revises the 1% annual chance (100-year) water surface elevations (WSELs), the 1% and 0.2% (500-year) annual chance floodplains, and floodway along East Lateral Drain, as shown on the enclosed annotated portions of the FIRM panel. There are no increases in the 1% annual chance WSELs and a maximum decrease of 6.41 feet occurs approximately 18,925 feet upstream of

Mile 2 West Road. There are no increases in the 1% annual chance floodplain and a maximum decrease of 11,390 feet occurs approximately 18,060 feet upstream of Mile 2 West Road. The revised 1 annual chance floodplain is designated as Zone AE with Base (1% annual chance) Flood Elevations (BFEs) determined without a designated floodway, and replaces the effective

1% annual chance floodplain designated as Zone AE with BFEs and a designated floodway. In addition, the area which is designated as a detailed studied Zone AE for the effective FIRM and FIS have been extended to include the area from approximately 19,500 feet upstream of Mile 2 West Road to approximately 25,500 feet upstream of Mile 2 West Road. The maps accompanying this LOMR reflect the removal of the designated floodway and the extension of detailed studied area for FIRM number 480334, panel 0450 C, along East Lateral Drain.

We have enclosed a copy of the public notification of the revised BFEs, which will be published in *The Monitor* on or about June 20, 2002, and June 27, 2002. In addition, we will publish a notice of changes in the Federal Register. However, we will not print and distribute this LOMR to users, such as insurance agents or lenders. Your community will serve as a repository for the new data. Therefore, we encourage you to supplement the notification to appear in *The Monitor* by preparing a news release for publication in your community newspaper that describes the revision and explains how your community will provide data and help interpret the National Flood Insurance Program (NFIP) maps. In that way, interested persons, such as property owners, insurance agents, and mortgage lenders, can benefit from the information.

Within 90 days of the second publication in *The Monitor*, any interested party may request that we reconsider this determination. Any request for reconsideration must be based on scientific or technical data. This revision is effective as of the date of this letter. However, until the 90-day period elapses, the revised BFEs presented in this LOMR may be changed.

We based this determination on the 1% annual chance discharges computed in the revised hydrologic model. Future development of projects upstream could cause increased discharges, which could cause increased flood hazards. A comprehensive restudy of your community's flood hazards would consider the cumulative effects of development on discharges and, therefore, could establish greater flood hazards in this area.

This LOMR is based on minimum floodplain management criteria established under the NFIP. Your community is responsible for approving all floodplain development and for ensuring all necessary permits required by Federal or State law have been received. State, county, and community officials, based on knowledge of local conditions and in the interest of safety, may set higher standards for construction in the Special Flood Hazard Area. If the State, county, or community has adopted more restrictive or comprehensive floodplain management criteria, these criteria take precedence over the minimum NFIP criteria.

We will not physically revise and republish the FIRM and FIS report for your community to reflect the modifications made by this LOMR at this time. When changes to the previously cited FIRM panel and FIS report warrant physical revision and republication in the future, we will incorporate the modifications made by this LOMR at that time.

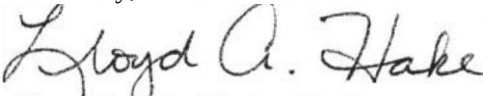
Use the map panel listed above and revised by this letter for flood insurance policies and renewals issued in your community.

We have enclosed an updated version of a document titled *List of Current Flood Insurance Study Data*, which includes this letter, to help your community maintain all information for floodplain management and flood insurance. If any of the items in this document are not filed in your community's map repository, please contact the Federal Emergency Management Agency (FEMA) Map Assistance Center at the telephone number listed below for information on how to obtain those items.

We have made this determination pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (P.L. 93-234) and in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, P.L. 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. Pursuant to Section 1361 of the National Flood Insurance Act of 1968, as amended, communities participating in the NFIP are required to adopt and enforce floodplain management ordinances that meet or exceed minimum NFIP criteria. These criteria, including adoption of the FIS and FIRM, and modifications made by this LOMR, are the minimum requirements for continued NFIP participation and do not supersede more stringent State or local requirements to which the regulations apply.

If you have any questions regarding this LOMR, please contact the FEMA Map Assistance Center, toll free, at 1-877-FEMA MAP (1-877-336-2627).

Sincerely,



Lloyd A. Hake, Project Engineer

Hazards Study Branch  
Federal Insurance and  
Mitigation Administration

For: Matthew B. Miller, P.E., Chief

Hazards Study Branch  
Federal Insurance and  
Mitigation Administration

## **LIST OF CURRENT FLOOD INSURANCE STUDY DATA**

This list is provided to document all information currently effective for your community for insurance and floodplain management.

**Date:**     **MAY 30 2002**

**Community:**                 Hidalgo County, Texas (Unincorporated Areas)

**Community Number:**     480334

**Page Number:**             1 of 2

### **CURRENT EFFECTIVE FLOOD INSURANCE STUDY DATE:**

### **FLOOD INSURANCE RATE MAP**

Map Index  
480334IND0

Effective Date  
June 6,2000

Panel Numbers  
0025 B, 0050 B, 0075 B, 0100 B,  
0125 B, 0150 B, 0175 B, 0200 B,  
0225 B, 0250 B, 0275 B, 0375 B,  
0475 B, 0500 B, and 0525 B

Effective Date  
January 2, 1981

0400 C and 0425 C

November 16,1982

0290 D, 0295 D, 0300 D, 0325 D,  
0350 C, and 0450 C

June 6,2000

### **LETTERS OF MAP REVISION**

Panel Numbers  
0325 D

Effective Date  
May 17,2001

0350 C

May 17,2001

0375 B

September 21, 1998

0400 C

January 31,2001

0450 C

**MAY 30 2002**

## LETTERS OF MAP AMENDMENT AND MAP REVISION BASED ON FILL

| <u>Panel Numbers</u> | <u>Effective Date</u>                                                                                                          |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------|
| 0200 B               | November 13,1996                                                                                                               |
| 0275 B               | February 21,2001                                                                                                               |
| 0290 D               | October 25,2000<br>December 20,2000<br>January 17,2001<br>February 21,2001<br>March 7,2001<br>January 11,2002<br>April 12,2002 |
| 0295 D               | December 20,2000<br>January 17,2001<br>March 7, 2001<br>September 19,2001                                                      |
| 0325 D               | May 15,2001<br>May 17,2001<br>August 3,2001<br>March 15,2002<br>April 17,2002                                                  |
| 0350 C               | April 18,2001                                                                                                                  |
| 0400 C               | April 15,1998                                                                                                                  |
| 0425 C               | November 2,1998<br>March 23,1999<br>December 14, 1999<br>December 20,1999<br>April 12,2000                                     |
| 0450 C               | August 9,2000                                                                                                                  |

## BEST AVAILABLE DATA LETTERS

None

105b

CHANGES ARE MADE IN DETERMINATIONS OF BASE FLOOD ELEVATIONS FOR THE HIDALGO COUNTY, TEXAS (UNINCORPORATED AREAS), UNDER THE NATIONAL FLOOD INSURANCE PROGRAM

On June 6, 2000, the Federal Emergency Management Agency identified Special Flood Hazard Areas (SFHAs) in the unincorporated areas of Hidalgo County, Texas, through issuance of a Flood Insurance Rate Map (FIRM). The Federal Insurance and Mitigation Administration has determined that modification of the elevations of the flood having a 1% chance of being equaled or exceeded in any given year (base or 100-year flood) for certain locations in this community is appropriate. The modified Base Flood Elevations (BFEs) revise the FIRM for the community.

The changes are being made pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65.

A hydraulic analysis was performed to incorporate revised hydrologic and hydraulic analyses and has resulted in the removal of the floodway delineation, a reduction in SFHA, and lower BFEs for East Lateral Drain. The table below indicates existing and modified BFEs for selected locations along the affected lengths of the flooding source cited above.

| Location                            | Existing BFE<br>(feet)* | Modified BFE<br>(feet)* |
|-------------------------------------|-------------------------|-------------------------|
| Approximately 2,650 feet downstream |                         |                         |

Approximately 25,500 feet upstream  
of Mile 2 West Road

None

64

\*National Geodetic Vertical Datum, rounded to nearest whole foot

Under the above-mentioned Acts of 1968 and 1973, the Federal Insurance and Mitigation Administration must develop criteria for floodplain management. For the community to participate in the National Flood Insurance Program (NFIP), the community must use the modified BFEs to administer the floodplain management measures of the NFIP. These modified BFEs will also be used to calculate the appropriate flood insurance premium rates for new buildings and their contents and for the second layer of insurance on existing buildings and contents.

Upon the second publication of notice of these changes in this newspaper, any person has 90 days in which he or she can request, through the Chief Executive Officer of the community, that the Federal Insurance and Mitigation Administration reconsider the determination. Any request for reconsideration must be based on knowledge of changed conditions or new scientific or technical



data. All interested parties are on notice that until the 90-day period elapses, the Federal Insurance and Mitigation Administration determination to modify the BFEs may itself be changed.

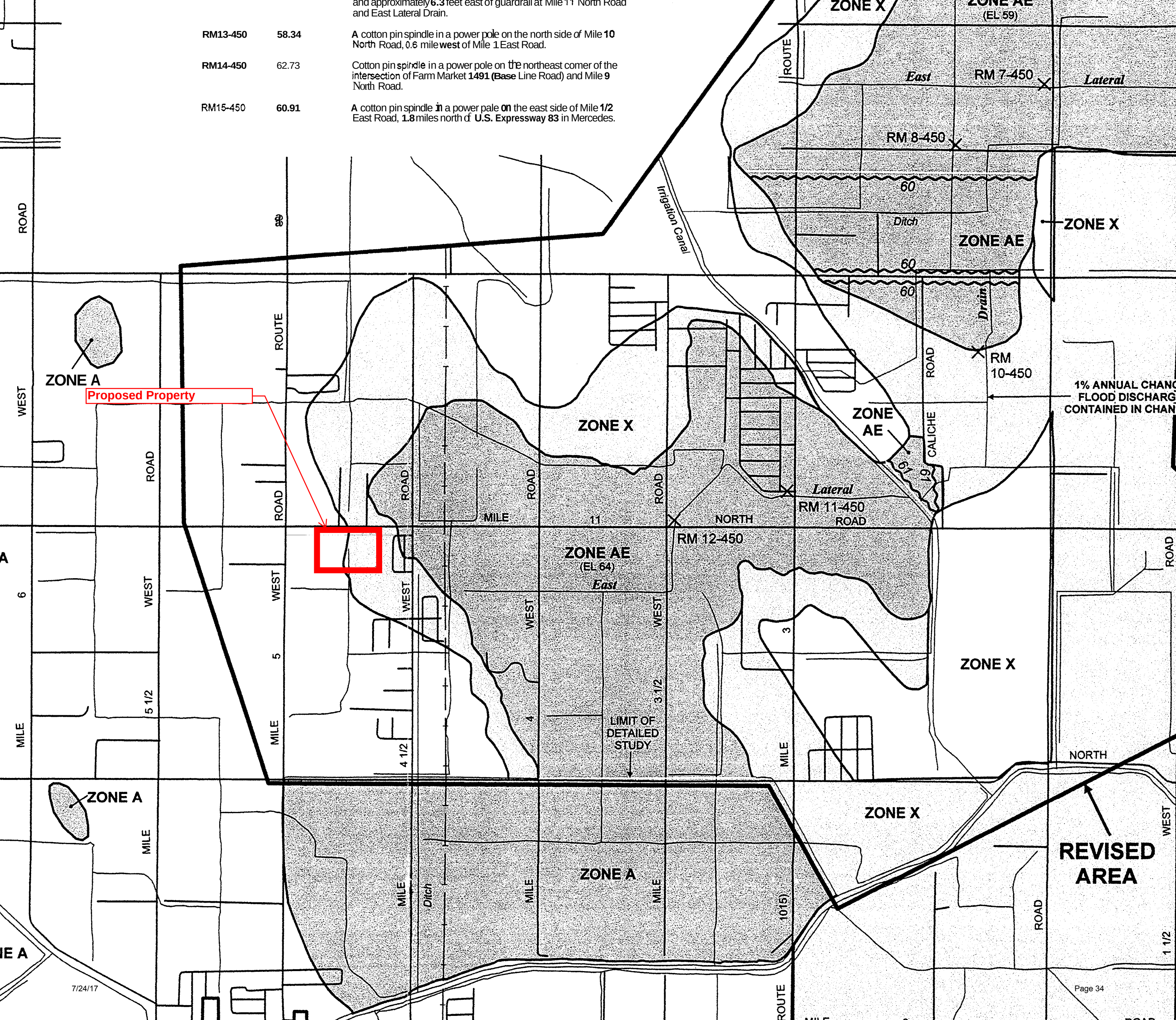
Any person having knowledge or wishing to comment on these changes should immediately notify:

The Honorable Jose E. Pulido  
County Judge, Hidalgo County 100  
E. Cano St.  
Edinburg, TX **78539**

**REGION VI  
TEXAS  
HIDALGO  
COUNTY 02-  
06-715P**



|          |       |                                                                                                                                            |
|----------|-------|--------------------------------------------------------------------------------------------------------------------------------------------|
| RM13-450 | 58.34 | A cotton pin spindle in a power pole on the north side of Mile 10 North Road, 0.6 mile west of Mile 1 East Road.                           |
| RM14-450 | 62.73 | Cotton pin spindle in a power pole on the northeast corner of the intersection of Farm Market 1491 (Base Line Road) and Mile 9 North Road. |
| RM15-450 | 60.91 | A cotton pin spindle in a power pole on the east side of Mile 1/2 East Road, 1.8 miles north of U.S. Expressway 83 in Mercedes.            |





NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0450 C

**FIRM**

**FLOOD INSURANCE RATE MAP**

**HIDALGO COUNTY,  
TEXAS  
(UNINCORPORATED AREAS)**

(SEE MAP INDEX FOR PANELS NOT PRINTED)

**COMMUNITY-PANEL NUMBER**

**480334 0450 C**

**MAP REVISED:**

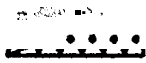
**JUNE 6, 2000**



**REVISED TO  
REFLECT LOMR  
DATED MAY 30 2002**

**Federal Emergency Management Agency**

# LEGEND



## SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with **velocity** hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.



## FLOODWAY AREAS IN **ZONE AE**



## OTHER FLOOD AREAS

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



## OTHER AREAS

- ZONE X** Areas determined to be outside 500-year floodplain.
- ZONE D** Areas in which flood hazards are undetermined.

## UNDEVELOPED COASTAL BARRIERS



Identified  
1983



Identified  
1990



Otherwise  
Protected Areas

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



Floodplain Boundary



Floodway Boundary



Zone D Boundary



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



Base Flood Elevation line; Elevation in Feet \*



(EL 987)

cross Section Line

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

## 5.2 Exhibit B

Table 4-10: Runoff Coefficients for Urban Watersheds

| Type of drainage area         | Runoff coefficient |
|-------------------------------|--------------------|
| Business:                     |                    |
| Downtown areas                | 0.70-0.95          |
| Neighborhood areas            | 0.30-0.70          |
| Residential:                  |                    |
| Single-family areas           | 0.30-0.50          |
| Multi-units, detached         | 0.40-0.60          |
| Multi-units, attached         | 0.60-0.75          |
| Suburban                      | 0.35-0.40          |
| Apartment dwelling areas      | 0.30-0.70          |
| Industrial:                   |                    |
| Light areas                   | 0.30-0.80          |
| Heavy areas                   | 0.60-0.90          |
| Parks, cemeteries             | 0.10-0.25          |
| Playgrounds                   | 0.30-0.40          |
| Railroad yards                | 0.30-0.40          |
| Unimproved areas:             |                    |
| Sand or sandy loam soil, 0-3% | 0.15-0.20          |
| Sand or sandy loam soil, 3-5% | 0.20-0.25          |
| Black or loessial soil, 0-3%  | 0.18-0.25          |
| Black or loessial soil, 3-5%  | 0.25-0.30          |
| Black or loessial soil, > 5%  | 0.70-0.80          |
| Deep sand area                | 0.05-0.15          |
| Steep grassed slopes          | 0.70               |
| Lawns:                        |                    |
| Sandy soil, flat 2%           | 0.05-0.10          |
| Sandy soil, average 2-7%      | 0.10-0.15          |
| Sandy soil, steep 7%          | 0.15-0.20          |
| Heavy soil, flat 2%           | 0.13-0.17          |
| Heavy soil, average 2-7%      | 0.18-0.22          |

## 5.2 Exhibit C

166

Soil survey

TABLE 18.--SOIL AND WATER FEATURES

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

| Map symbol and soil name              | Hydro-logic group | Flooding     |            |         | High water table |          |         | Cemented pan |          | Risk of corrosion |           |
|---------------------------------------|-------------------|--------------|------------|---------|------------------|----------|---------|--------------|----------|-------------------|-----------|
|                                       |                   | Frequency    | Duration   | Months  | Depth            | Kind     | Months  | Depth        | Hardness | Uncoated steel    | Concrete  |
| 1.*<br>Arents                         |                   |              |            |         | <u>Ft</u>        |          |         | <u>In</u>    |          |                   |           |
| 2-----<br>Benito                      | D                 | Occasional   | Long-----  | Sep-May | 4.0-6.0          | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 3, 4-----<br>Brennan                  | B                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | Moderate          | Low.      |
| 5, 6-----<br>Camargo                  | B                 | Rare-----    | Brief----- | Sep-May | >6.0             | ---      | ---     | ---          | ---      | Moderate          | Low.      |
| 7-----<br>Cameron                     | D                 | None-----    | ---        | ---     | 5.0-6.0          | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 8-----<br>Comitas                     | A                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | Low-----          | Low.      |
| 9, 10, 11-----<br>Delfina             | B                 | None-----    | ---        | ---     | 2.5-5.0          | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 12-----<br>Delmita                    | C                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | 20-40        | Thin     | Moderate          | Low.      |
| 13.*<br>Delmita-----                  | C                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | 20-40        | Thin     | Moderate          | Low.      |
| Randado-----                          | C                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | 8-20         | Thin     | Moderate          | Low.      |
| 14-----<br>Falfurrias                 | A                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | Low-----          | Low.      |
| 15**-----<br>Grulla                   | D                 | Frequent---- | Very long  | Sep-May | +2-6.0           | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 16, 17, 18-----<br>Hargill            | B                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | High-----         | Low.      |
| 19-----<br>Harlingen                  | D                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | High-----         | Low.      |
| 20-----<br>Harlingen                  | D                 | None-----    | ---        | ---     | 5.0-6.0          | ---      | ---     | ---          | ---      | High-----         | Moderate. |
| 21.*<br>Harlingen-----                | D                 | None to rare | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | High-----         | Low.      |
| Urban land.                           |                   |              |            |         |                  |          |         |              |          |                   |           |
| 22, 23, 24-----<br>Hebbronville       | B                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | Low-----          | Low.      |
| 25, 26, 27, 28,<br>29-----<br>Hidalgo | B                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | High-----         | Low.      |
| 30-----<br>Hidalgo                    | B                 | None-----    | ---        | ---     | 2.5-5.0          | Apparent | Sep-May | ---          | ---      | High-----         | Low.      |
| 31.*<br>Hidalgo-----                  | B                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | ---          | ---      | High-----         | Low.      |
| Urban land.                           |                   |              |            |         |                  |          |         |              |          |                   |           |
| 32.*<br>Jimenez-----                  | C                 | None-----    | ---        | ---     | >6.0             | ---      | ---     | 7-20         | Thin     | High-----         | Low.      |

See footnotes at end of table.









## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1129 |  |
| <b>From:</b><br>Arnold Becho                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration of additional work and a change order granting a time extension within the Library Roof Repair Project. Possible action. (Staffed by the Library Department.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>Background:</b><br><p>A time extension has been requested by the contractor for the Library Roof Repair Project. As the contractor progressed thru the Roof Repair Project they were notified by the Fire Marshal that the lumber used on the concrete tile roof areas would need to be fire retardant. The contractor did not have this lumber readily available and twelve weeks would be required for delivery and instillation of these new materials. Fire retardant lumber was within the original project specifications. A liquidated damages fee of \$350 per day is stipulated within the original project specifications.</p> <p>The additional tasks forwarded at this time are beyond the scope of the original proposal. There are 5 options to consider at this time. Proposal 1 (\$2,544) &amp; proposal 2 (\$2,968) are alternate options to correct electrical wiring issues within the courtyard. Proposal 3 (\$5,300) would replace the roof drains above the Theater complex and bring them up to code. Proposal 4 (\$1,372) would improve the roof drain within the flat roof area of the main library building. Proposal 5 (\$2,354) would repair the bending stucco on the north-most portion of the Porter Doss Building.</p> |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b><br>NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>NA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):<br>The Library Board has not had the opportunity to review this item.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| Arnold Becho                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | Created/Initiated                                            |  |
| Andrew Muñoz                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | Approved                                                     |  |
| Mary Barrera                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |

**Staff Recommendation:**

Staff recommends assessment of the liquidated damages in an amount of \$350 per day as stipulated within the project agreement. The new substantial completion date is estimated at October 19, 2017. The original substantial completion date was August 28, 2017 and the change represents a 52 day delay. Staff is very concerned with the possibility of heavy rains and this was paramount among the reasons why time was a priority within the original agreement.

Staff also recommends acceptance of Proposals 3, 4, and 5. These improvements will add significant improvements to the library. We recommend denial of Proposals 1 and 2 due to the fact that we have had no previous issues with the electrical equipment in those areas.

**Attachments, if any:**

Contractor's Response to Project Impact, Request for extension from American Contracting, Notice to Proceed - Library Roof, Extension and Proposal detail from American Contracting , Original agreement with American Contracting for roof repairs, Memo - Library Roof Repair Change Order

**Responsibilities upon Approval:**

Staff will coordinate with architect and contractor to minimize the construction delay and implement any additional work approved.

## Arnoldo Becho

---

**From:** Humberto Rodriguez <humbertor@rofainc.com>  
**Sent:** Thursday, July 27, 2017 12:53 PM  
**To:** Andrew Muñoz; Arnoldo Becho; Mardoqueo Hinojosa; Homer Rhodes  
**Cc:** Mike Perez; 'Travis Jones (TJones@armko.com)'; Luis Figueroa  
**Subject:** FW: City of Weslaco Public Library Roofing Project Request for Time Extension

Andrew good afternoon, below see the contractor's response to your questions.

**Thank you**

**Humberto Rodriguez, AIA  
Principal**



**Rike Ogden Figueroa Alex  
Architects Inc.**

1007 Walnut Ave.  
McAllen, Texas 78501

956.686.7771 voice  
956.687.3433 fax

---

**From:** Lupe Escobedo III [mailto:lupeacusainc@aol.com]  
**Sent:** Thursday, July 27, 2017 12:21 PM  
**To:** Humberto Rodriguez <humbertor@rofainc.com>; eddieacusainc@aol.com; lettyacusainc@aol.com; imeldaflorساسainc@gmail.com; American Contracting USA Inc. <acusainc@aol.com>  
**Cc:** 'Travis Jones (TJones@armko.com)' <TJones@armko.com>; Luis Figueroa <luis@rofainc.com>  
**Subject:** RE: City of Weslaco Public Library Roofing Project Request for TimeExtension

Humberto,

Please see our responses to Andrew's questions:

-This was not an oversight. We typically use treated lumber for battens on concrete tile roofs.

- There will be no budget impact, we will absorb the costs.
- We will not demobilize at the jobsite. There will be work for us to do in the meantime.
- We will continue to work on the project until it's completed.

Thank you,

Guadalupe Escobedo III

---

**From:** [Humberto Rodriguez](#)  
**Sent:** Thursday, July 27, 2017 8:58 AM  
**To:** [eddieacusainc@aol.com](mailto:eddieacusainc@aol.com); [lupeacusainc@aol.com](mailto:lupeacusainc@aol.com); [lettyacusainc@aol.com](mailto:lettyacusainc@aol.com); [imeldafloracacusainc@gmail.com](mailto:imeldafloracacusainc@gmail.com)  
**Cc:** [Travis Jones \(TJones@armko.com\)](mailto:Travis Jones (TJones@armko.com)); [Luis Figueroa](#)  
**Subject:** FW: City of Weslaco Public Library Roofing Project Request for TimeExtension  
**Importance:** High

Lupe, please see questions below from city of Weslaco (Andrew Munoz), regarding time extension. Please respond to us.

**Thank you**

**Humberto Rodriguez, AIA**  
**Principal**



**Rike Ogden Figueroa Alex**  
**Architects Inc.**

1007 Walnut Ave.  
McAllen, Texas 78501

956.686.7771 voice  
956.687.3433 fax

---

**From:** Andrew Muñoz [<mailto:amunoz@weslacotx.gov>]  
**Sent:** Thursday, July 27, 2017 8:51 AM  
**To:** Humberto Rodriguez <[humbertor@rofainc.com](mailto:humbertor@rofainc.com)>; Arnoldo Becho <[abecho@weslacopl.us](mailto:abecho@weslacopl.us)>; Mardoqueo Hinojosa <[mhinojosa@weslacotx.gov](mailto:mhinojosa@weslacotx.gov)>; Homer Rhodes <[hrhodes@weslacotx.gov](mailto:hrhodes@weslacotx.gov)>  
**Cc:** Mike Perez <[mrperez@weslacotx.gov](mailto:mrperez@weslacotx.gov)>

**Subject:** RE: City of Weslaco Public Library Roofing Project Request for Time Extension

**Importance:** High

Good morning,

Just a few questions on the time extension request:

- Under Section 07326, page 10 of 16 Section 2.07: Wood Lumber, Battens and deck products, the wood is called out to be fire-retardant. Is this an oversight of the contractor?
- There should be no budget impact, correct? All cost should be absorbed by the contractor, correct?
- Will the contractor demobilize from the site or is there sufficient work in the interim? Are there costs associated with the possible demobilization?
- If the time extension is denied, how will the contractor address the situation?

-Andrew

---

**From:** Humberto Rodriguez [<mailto:humbertor@rofainc.com>]

**Sent:** Thursday, July 27, 2017 8:36 AM

**To:** Arnoldo Becho <[abecho@weslacopl.us](mailto:abecho@weslacopl.us)>; Andrew Muñoz <[amunoz@weslacotx.gov](mailto:amunoz@weslacotx.gov)>; Mardoqueo Hinojosa <[mhinojosa@weslacotx.gov](mailto:mhinojosa@weslacotx.gov)>; Homer Rhodes <[hrhodes@weslacotx.gov](mailto:hrhodes@weslacotx.gov)>

**Cc:** Luis Figueroa <[luis@rofainc.com](mailto:luis@rofainc.com)>; 'Travis Jones ([TJones@armko.com](mailto:TJones@armko.com))' <[TJones@armko.com](mailto:TJones@armko.com)>; Lupe Escobedo III <[lupeacusainc@aol.com](mailto:lupeacusainc@aol.com)>

**Subject:** City of Weslaco Public Library Roofing Project Request for Time Extension

Good morning, please see attached letter from contractor, requesting time extension.

Please let us know should you have any questions.

**Thank you**

**Humberto Rodriguez, AIA**  
**Principal**



**Rike Ogden Figueroa Alex**  
**Architects Inc.**

1007 Walnut Ave.  
McAllen, Texas 78501

956.686.7771 voice

956.687.3433 fax

**From:** American Contracting USA Inc. [<mailto:acusainc@aol.com>]

**Sent:** Thursday, July 27, 2017 8:30 AM

**To:** Humberto Rodriguez <[humbertor@rofainc.com](mailto:humbertor@rofainc.com)>

**Cc:** [eddieacusainc@aol.com](mailto:eddieacusainc@aol.com); [lupeacusainc@aol.com](mailto:lupeacusainc@aol.com); [lettyacusainc@aol.com](mailto:lettyacusainc@aol.com); [imeldafloriesacusainc@gmail.com](mailto:imeldafloriesacusainc@gmail.com)

**Subject:** City of Weslaco Public Library Roofing Project

Good morning Humberto,

Please see attached letter in reference to the Weslaco Public Library Roofing project.

May you please confirm receipt of this email.

Thank you,

*Christian Rendon*

American Contracting U.S.A., Inc.

1606 S. Reynolds

Rio Hondo, TX 78583

Phone: 956-748-4030

Fax: 956-748-2891



# American Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, Texas 78583  
Tel: (956) 748-4030 • Fax (956) 748-2891

July 27, 2017

Re: City of Weslaco Public Library Roofing Repairs Re-Bid, Project No. 201624A

To Whom It May Concern,

After consulting with Boral, the City of Weslaco inspector, and the fire marshal, they have told us that the lumber used on the concrete tile roof areas has to be fire retardant. After checking with various vendors, we have been told it will take approximately eight weeks for delivery. We will need approximately four weeks for installation of the concrete tile. We are kindly requesting a twelve week time extension for this project in order to complete it on time.

If you should have any questions, please feel free to contact our office.

Sincerely,

Guadalupe Escobedo III, Project Manager  
American Contracting U.S.A., Inc

NOTICE TO PROCEED

Date: 5/16/17

To: American Contracting USA, Inc  
1606 S. Reynolds  
Rio Hondo, Texas 78583

Project No.: 2016-17-17

Project: Public Library Roofing Repairs

You are notified that the Contract Time under the above contract will commence to run on **May 30, 2017**. By this date you are to start performing your obligations under the Contract Documents.

In accordance with the Agreement the date of Substantial Completion is **August 28, 2017** and Final Completion is **September 26, 2017**, respectively.

Before you may start any Work at the site, the General Conditions and Contract Documents provides that you and Owner must each deliver to the other (with copies to ENGINEER) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site you must

1. Insurance must be provided to Purchasing Office.
2. Notify Library Director and City Engineer 48 hours prior to commencing construction.
3. A monthly progress meeting will be scheduled for as discussed at pre-construction
4. Provide a Barrier Construction Plan & set up construction barricades.
5. Complete 1295 Form Filing.

OWNER: City of Weslaco

  
Mardoqueo Hinojosa, PE, CFM

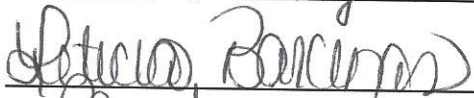
City Engineer  
Title

ACCEPTANCE OF NOTICE BY BIDDER

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by American Contracting USA Inc  
this the 16th day of May, 2017. (Contractor)

BY:

TITLE:

  
President







# American Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, Texas 78583  
Tel: (956) 748-4030 • Fax (956) 748-2891

August 7, 2017

Re: City of Weslaco Public Library Roofing Repairs Re-Bid, Project No. 201624A

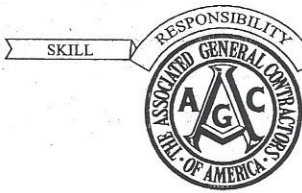
To Whom It May Concern,

After consulting with Boral, the City of Weslaco inspector, and the fire marshal, they have told us that the lumber used on the concrete tile roof areas has to be fire retardant. After checking with various vendors, we have been told it will take approximately eight weeks for delivery. We will need approximately four weeks for installation of the concrete tile. We are kindly requesting a twelve week time extension for this project in order to complete it on time. With the new time extension, our new substantial completion date would be October 19, 2017.

If you should have any questions, please feel free to contact our office.

Sincerely,

Guadalupe Escobedo III, Project Manager  
American Contracting U.S.A., Inc



# American Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, Texas 78583  
Tel: (956) 748-4030 • Fax (956) 748-2891

August 9, 2017

Re: City of Weslaco Public Library Roofing Repairs Re-Bid, Project No. 201624A

To Whom It May Concern,

In order to complete the proposed Request For Proposals # 1-5, we would need 45 additional days. The 45 days would begin once we receive a written response or signed proposals from the Owner.

If you should have any questions, please feel free to contact our office.

Sincerely,

Guadalupe Escobedo III, Project Manager  
American Contracting U.S.A., Inc

City of Meslaco Public Library  
Roofing Project[illegible]





# American Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, Texas 78583  
Tel: (956) 748-4030 • Fax (956) 748-2891

## REQUEST FOR PROPOSAL #01

|                                                      |                                                                                |                                |
|------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------|
| <b>PROPOSAL SUBMITTED TO:</b><br>City of Weslaco     | <b>PHONE:</b><br>(956) 447-2240                                                | <b>DATE:</b><br>August 9, 2017 |
| <b>STREET</b><br>255 S. Kansas Avenue                | <b>JOB NAME</b><br>Weslaco Public Library Roofing Repairs, Project No. 201624A |                                |
| <b>CITY, STATE AND ZIP CODE</b><br>Weslaco, TX 78596 | <b>JOB LOCATION</b><br>Weslaco, TX                                             |                                |
| <b>ARCHITECT/CONSULTANT</b><br>ROFA Architects, Inc. | <b>ATTENTION:</b><br>Mr. Humberto Rodriguez                                    |                                |

WE HEREBY SUBMIT ESTIMATE FOR THE FOLLOWING SCOPE OF WORK:

**Work to be done on Roof Area "C", the courtyard.**

**Conduit running across courtyard roofs to remain**

- Remove lights in valleys
- Install round bell boxes
- Reinstall lights
- Run conduit to edge of canopy on the bottom of another bell box.
- ✓ • Run conduit to the column mounted lights.
- Continue conduit to other side where the other light fixture is in roof valley.
- Install new wiring to complete circuit.

Subcontractor: \$2,400.00

Contractor 6% O&P: \$144.00

\$2,544.00

**\*\*Exclusions: Unforeseen underground electrical conduit, and any item not mentioned above.**

**We Propose** hereby to furnish labor and materials--complete in accordance with the above specifications, for the sum of:

**Two Thousand Five Hundred Forty-Four & 00/100 Dollars ..... (\$2,544.00)**

**Payment to be done as follows: Change Order to Contract.**

**Proposal valid for 30 days.**

\*\*\*\*\***APPLICABLE TAXES NOT INCLUDED**\*\*\*\*\*

Authorized Signature:

*Selvia Bauenas*

Date:

*08/09/17*

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_



# American Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, Texas 78583

Tel: (956) 748-4030 • Fax (956) 748-2891

## REQUEST FOR PROPOSAL #02

|                                                      |                                                                                |                                |
|------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------|
| <b>PROPOSAL SUBMITTED TO:</b><br>City of Weslaco     | <b>PHONE:</b><br>(956) 447-2240                                                | <b>DATE:</b><br>August 9, 2017 |
| <b>STREET</b><br>255 S. Kansas Avenue                | <b>JOB NAME</b><br>Weslaco Public Library Roofing Repairs, Project No. 201624A |                                |
| <b>CITY, STATE AND ZIP CODE</b><br>Weslaco, TX 78596 | <b>JOB LOCATION</b><br>Weslaco, TX                                             |                                |
| <b>ARCHITECT/CONSULTANT</b><br>ROFA Architects, Inc. | <b>ATTENTION:</b><br>Mr. Humberto Rodriguez                                    |                                |

WE HEREBY SUBMIT ESTIMATE FOR THE FOLLOWING SCOPE OF WORK:

**Work to be done on Roof Area "C", the courtyard.**

**Conduit running across courtyard roofs to be relocated underneath.**

- Demo out conduit above canopy roof
- Remove lights in valleys
- Install round bell boxes
- Reinstall lights.
- Run conduit to edge of canopy on the bottom of another bell box.
- Run conduit to the column mounted lights.
- Continue conduit to other side where the other light fixture is in roof valley.
- Install new wiring to complete circuit.

Subcontractor: \$2,800.00

Contractor 6% O&P: \$168.00

\$2,968.00

**\*\*Exclusions: Unforeseen underground electrical conduit, and any item not mentioned above.**

**We Propose** hereby to furnish labor and materials--complete in accordance with the above specifications, for the sum of:

**Two Thousand Nine Hundred Sixty-Eight & 00/100 Dollars ..... (\$2,968.00)**

**Payment to be done as follows: Change Order to Contract.**

**Proposal valid for 30 days.**

\*\*\*\*\* **APPLICABLE TAXES NOT INCLUDED** \*\*\*\*\*

Authorized Signature: *Letitia Balconas*

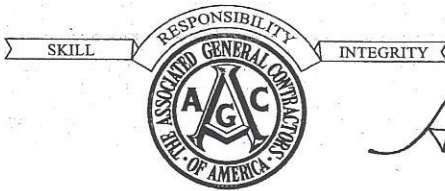
Date: *08-09-17*

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_





# American Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, Texas 78583  
Tel: (956) 748-4030 • Fax (956) 748-2891

## REQUEST FOR PROPOSAL #03

|                                                      |                                                                                |                                |
|------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------|
| <b>PROPOSAL SUBMITTED TO:</b><br>City of Weslaco     | <b>PHONE:</b><br>(956) 447-2240                                                | <b>DATE:</b><br>August 9, 2017 |
| <b>STREET</b><br>255 S. Kansas Avenue                | <b>JOB NAME</b><br>Weslaco Public Library Roofing Repairs, Project No. 201624A |                                |
| <b>CITY, STATE AND ZIP CODE</b><br>Weslaco, TX 78596 | <b>JOB LOCATION</b><br>Weslaco, TX                                             |                                |
| <b>ARCHITECT/CONSULTANT</b><br>ROFA Architects, Inc. | <b>ATTENTION:</b><br>Mr. Humberto Rodriguez                                    |                                |

WE HEREBY SUBMIT ESTIMATE FOR THE FOLLOWING SCOPE OF WORK:

**Work to be done on Roof Area "B", the low slope area.**

- Cut 4" connections to drain for access of removal above ceiling.
- Remove existing 4" drain.
- Installation of new body roof drain on metal deck.
- Anchor new roof drain body with appropriate under deck clamps to metal deck and sump receiver.
- Reconnect new roof drain from below metal deck with new connections at main 4" pipe with proper Slope.
- Test roof drain with water installing test ball on down spout to test roof drain connections below metal Deck.
- Test roof for any leaks with test ball on roof drain.

Subcontractor: \$5,000.00  
Contractor 6% O&P: \$300.00  
\$5,300.00

**\*\*Exclusions: Unforeseen circumstances to complete scope, and any item not mentioned above.**

**We Propose** hereby to furnish labor and materials--complete in accordance with the above specifications, for the sum of:

**Five Thousand Three Hundred & 00/100 Dollars ..... (\$5,300.00)**

**Payment to be done as follows: Change Order to Contract.**

**Proposal valid for 30 days.**

\*\*\*\*\* **APPLICABLE TAXES NOT INCLUDED** \*\*\*\*\*

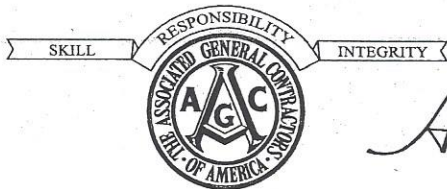
Authorized Signature: \_\_\_\_\_

Date: 08-09-17

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_



# American Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, Texas 78583  
Tel: (956) 748-4030 • Fax (956) 748-2891

## REQUEST FOR PROPOSAL #04

|                                                      |                                                                                |                                |
|------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------|
| <b>PROPOSAL SUBMITTED TO:</b><br>City of Weslaco     | <b>PHONE:</b><br>(956) 447-2240                                                | <b>DATE:</b><br>August 9, 2017 |
| <b>STREET</b><br>255 S. Kansas Avenue                | <b>JOB NAME</b><br>Weslaco Public Library Roofing Repairs, Project No. 201624A |                                |
| <b>CITY, STATE AND ZIP CODE</b><br>Weslaco, TX 78596 | <b>JOB LOCATION</b><br>Weslaco, TX                                             |                                |
| <b>ARCHITECT/CONSULTANT</b><br>ROFA Architects, Inc. | <b>ATTENTION:</b><br>Mr. Humberto Rodriguez                                    |                                |

WE HEREBY SUBMIT ESTIMATE FOR THE FOLLOWING SCOPE OF WORK:

**Work to be done on Roof Area "D".**

- Remove existing PVC drain leader.
- Install 24 gauge pre-finished downspout 4"x6" with conductor head, straps, and splash blocks as indicated on RFP #2.

Labor & Material: \$1,200.00  
Contractor 6% O&P: \$172.00  
\$1,272.00

**\*\*Exclusions: Unforeseen circumstances to complete scope, and any item not mentioned above.**

**We Propose** hereby to furnish labor and materials--complete in accordance with the above specifications, for the sum of:

**One Thousand Two Hundred Seventy-Two & 00/100 Dollars ..... (\$1,272.00)**

**Payment to be done as follows: Change Order to Contract.**

**Proposal valid for 30 days.**

\*\*\*\*\* **APPLICABLE TAXES NOT INCLUDED** \*\*\*\*\*

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_





# American Contracting U.S.A., Inc.

1606 S. Reynolds • Rio Hondo, Texas 78583  
Tel: (956) 748-4030 • Fax (956) 748-2891

## REQUEST FOR PROPOSAL #05

|                                                      |                                                                                |                                |
|------------------------------------------------------|--------------------------------------------------------------------------------|--------------------------------|
| <b>PROPOSAL SUBMITTED TO:</b><br>City of Weslaco     | <b>PHONE:</b><br>(956) 447-2240                                                | <b>DATE:</b><br>August 9, 2017 |
| <b>STREET</b><br>255 S. Kansas Avenue                | <b>JOB NAME</b><br>Weslaco Public Library Roofing Repairs, Project No. 201624A |                                |
| <b>CITY, STATE AND ZIP CODE</b><br>Weslaco, TX 78596 | <b>JOB LOCATION</b><br>Weslaco, TX                                             |                                |
| <b>ARCHITECT/CONSULTANT</b><br>ROFA Architects, Inc. | <b>ATTENTION:</b><br>Mr. Humberto Rodriguez                                    |                                |

WE HEREBY SUBMIT ESTIMATE FOR THE FOLLOWING SCOPE OF WORK:

**Work to be done on soffit area around Roof "A".**

- Remove and replace stucco on paper backed metal lath on 3/4" C-channels at 16" on center. 1- 1/2" CRC Channels at 48" on center with galvanized beads and painted stucco to match existing texture and color

Unit Price: \$15.00 a square foot

Total Footage: 148 square feet

Total Price: \$2,220

Labor & Material: \$2,220.00

Contractor 6% O&P: \$133.20

\$2,353.20

**\*\*Exclusions: Unforeseen circumstances to complete scope, and any item not mentioned above.**

**We Propose** hereby to furnish labor and materials--complete in accordance with the above specifications, for the sum of:

**Two Thousand Three Hundred Fifty-Three & 20/100 Dollars ..... (\$2,353.20)**

**Payment to be done as follows: Change Order to Contract.**

**Proposal valid for 30 days.**

\*\*\*\*\***APPLICABLE TAXES NOT INCLUDED**\*\*\*\*\*

Authorized Signature: *Gerardo Bawenas*

Date: 08-09-17

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_



PETE'S ELECTRIC  
18635 Primera Rd. Unit # 3  
Harlingen, TX 78552  
HUB#479891

## ELECTRICAL PROPOSAL

### Weslaco Library - Electrical

August 3, 2017

American Contracting USA Inc.  
lupeacusainc@aol.com

Pete's Electric is please to submit the following electrical proposal to remove lights in valleys, install round bell boxes, reinstall lights, run conduit to edge of canopy on the bottom of another light fixture is in roof valley, install new wiring to complete circuit, conduit running across courtyard roofs to remain. Labor and Material \$2,400.00

**Total Proposal: \$2,400.00**

Includes: Labor and material

Excludes: Sales tax, bonds and permits, Unforeseen underground Electrical Conduit.

Bid Proposal good for 15 days.

Authorized Signature:

*Pete Silguero,*  
Owner/President  
Pete's Electric

If proposal is acceptable please return a signed copy of proposal to [peteselectricco@aol.com](mailto:peteselectricco@aol.com)

Accepted By \_\_\_\_\_

Date \_\_\_\_\_

---

Phone: 956-230-8340 Fax: 956-230-5763 Email: [peteselectricco@aol.com](mailto:peteselectricco@aol.com)

PETE'S ELECTRIC  
18635 Primera Rd. Unit # 3  
Harlingen, TX 78552  
HUB#479891

## ELECTRICAL PROPOSAL

### Weslaco Library 2 - Electrical

August 3, 2017

American Contracting USA Inc.  
lupeacusainc@aol.com

Pete's Electric is please to submit the following electrical proposal to demo out conduit above canopy roof, remove lights in valleys, install round bell boxes, reinstall lights, run conduit to edge of canopy on the bottom of another bell box, run conduit to the column mounted lights, continue conduit to other side where the other light fixture is in roof valley, install new wiring to complete circuit, conduit running across courtyard roofs to be relocated underneath. Labor and Material \$2,800.00

**Total Proposal: \$2,800.00**

Includes: Labor and material

Excludes: Sales tax, bonds and permits, Unforeseen underground Electrical Conduit.

Bid Proposal good for 15 days.

Authorized Signature:

*Pete Silguero,*  
Owner/President  
Pete's Electric

If proposal is acceptable please return a signed copy of proposal to [peteselectricco@aol.com](mailto:peteselectricco@aol.com)

Accepted By \_\_\_\_\_

Date \_\_\_\_\_

# **JOB PROPOSAL**

## **CONTINENTAL PLUMBING SERVICES**

**P.O Box 1326**

**Progreso, Tx 78579**

**(956) 250-5668** [continental\\_plumbing@aol.com](mailto:continental_plumbing@aol.com) **RPM-38533**

**07/31/2017**

**Weslaco, Texas 78596**  
**Carlos, (956) 564-2322**

Continental Plumbing Services is licensed and regulated by the Texas State Board of Plumbing Examiners.  
P.O Box 4200 Austin, Tx 78765 Ph: (512) 936-5200

Continental Plumbing Services would like to thank you for the opportunity to provide Carlos with this proposal. Below you would read the scope of work we are pleased in performing.

### **SCOPE:**

- cut 4" connections to drain for access of removal above ceiling.
- remove existing 4" old rusted drain.
- installation of new body roof drain on metal deck.
- anchor new roof drain body with appropriate under deck clamps to metal deck and sump receiver.
- reconnect new roof drain from below metal deck with new connections at main four inch pipe with proper slope.
- test roof drain with water installing test ball on down spout to test roof drain connections below metal deck.
- after roofers finish their roof drain seal on roof test, roof for any leaks with test ball on roof drain.
- clean work area good before leaving job site.
- report all finished work to head maintenance personnel.

### **Materials:**

- 6 = 4" pvc dwv 90
- 4 = 4" pvc dwv couplings
- 4 = 4" pvc dwv 45
- 20' = 4" pressure pvc pipe
- 4 = 6" galv clevis hangers
- 4 = 3/8" beam clamps
- 10ft = 3/8" all thread rod
- 10 = 3/8" flat washers
- 10 = 3/8" hex nuts
- 1 = quarts heavy duty cement

- 1 = quarts of purple primer
- 2 = 4" roof drain body
- 2 = 15" diameter roof drain dome
- 2 = 4" under deck clamps
- 2 = roof sump receiver

**EXCLUSIONS:**

- Unforeseen circumstances to complete scope.
- roof cutting or patching.

Continental Plumbing Service will perform all work during business hours and will perform work efficiently.

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the number list below if You have any questions or need further information.

**Gaspar Trevino Jr.**  
**(956) 250-5668**

**Total price for labor and materials**

|                     |                   |
|---------------------|-------------------|
|                     | <b>\$5,000.00</b> |
| <b>Sales Tax:</b>   | <b>0</b>          |
| <b>Grand Total:</b> | <b>\$5,000.00</b> |

**Submitted by: Gaspar Trevino Jr.**

**NOE GALVAN DBA  
GALVAN SHEET METAL**

Quote  
For: American Cont USA  
Job: Weslaco Library  
Extra work

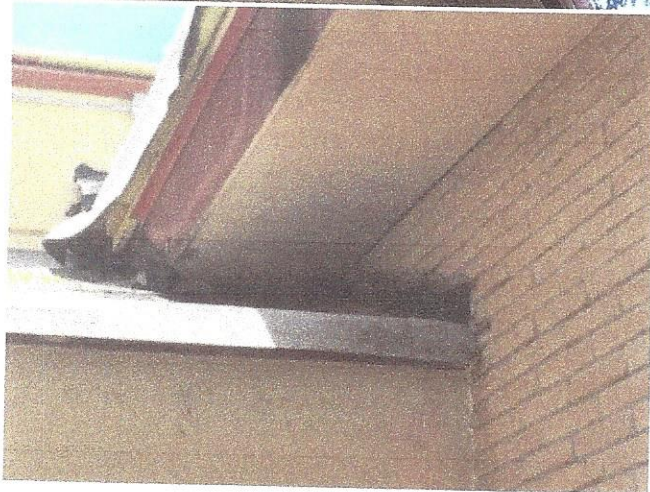
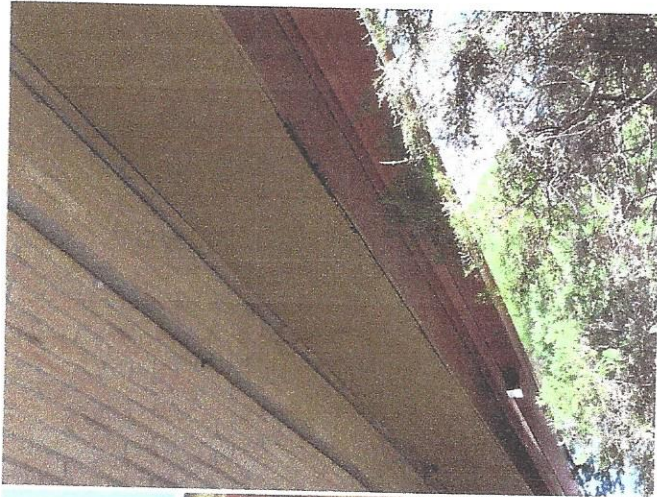
Remove existing PVC Drain pipe  
and replace with new 24 Gage  
Pre-Finished Metal Conductor Head  
and Downspout pipe w/ splash block

Total \$1200<sup>00</sup>

Note  
Sales Tax Exempt



**DAMAGED STUCCO AREAS – WESLACO PUBLIC LIBRARY**



## AGREEMENT BETWEEN OWNER AND CONTRACTOR

**THIS AGREEMENT** is by and between The City of Weslaco, Texas

(hereinafter called OWNER) and American Contracting USA, Inc.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### ARTICLE 1 – WORK

- 1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

City of Weslaco Public Library Roofing Repairs Re-Bid.

### ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

City of Weslaco Public Library Roofing Repairs Re-Bid.

### ARTICLE 3 – ARCHITECT

- 3.01 The Project has been designed by the ARCHITECT who is herein after called ARCHITECT and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ARCHITECT in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 - CONTRACT TIMES

#### 4.01 TIME OF THE ESSENCE

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 DAYS TO ACHIEVE SUBSTANTIAL COMPLETION AND FINAL PAYMENT

- A. The Work will be substantially completed within the time stated in Document 00020 – Notice to Bidders.

#### 4.03 LIQUIDATED DAMAGES

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not





completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete, as shown on table below. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 350.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

| Amount of Contract Range     | Cost per Day |
|------------------------------|--------------|
| \$5000.00 to \$25,000.00     | \$100.00     |
| \$25,000.01 to \$100,000.00  | \$200.00     |
| \$100,000.01 to \$500,000.00 | \$350.00     |
| \$500,000.01 and over        | \$500.00     |

\*City inspection cost not included in this price.

#### **ARTICLE 5 – CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to paragraph 5.01. A below:

- A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

#### **ARTICLE 6 – PAYMENT PROCEDURES**

##### **6.01 SUBMITTAL AND PROCESSING OF PAYMENTS**

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Architect/Owner as provided in the General Conditions.

##### **6.02 PROGRESS PAYMENTS; RETAINAGE**

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on or about the 25<sup>th</sup> day of each month during performance of the Work as provided in paragraphs 6.02. A. 1 below, unless agreed otherwise with City Engineer/Architect. All such payments will be measured by the schedule of values established in paragraph 2.07. A. of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ARCHITECT may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
    - a. 90% of Work completed (with the balance being retainage).
    - b. 90% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).





**6.03 FINAL PAYMENT**

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT as provided in said paragraph 14.07 and upon approval by the Weslaco City Commission. All closing documents must be received by Owner's representative before a recommendation for final payment is given to the Weslaco City Commission.

**ARTICLE 7 – INTEREST**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the prevailing money market rate.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce OWNER to enter this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, and all examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolutions thereof by ARCHITECT is acceptable to CONTRACTOR.



- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 CONTENTS**

- A. The Contract Documents consist of the documents listed in the table of contents of the Project Manual and the drawings listed on the Sheet Index in the Drawings. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Written Amendments;
  2. Work Change Directives;
  3. Change Order(s).
- B. The documents listed in paragraph 9.01. A. are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 TERMS**

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

### **10.02 ASSIGNMENT OF CONTRACT**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 SUCCESSORS AND ASSIGNS**

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 SEVERABILITY**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be



reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.





PROJECT 201624A  
CITY OF WESLACO  
PUBLIC LIBRARY ROOFING REPAIRS

AGREEMENT

This Agreement will be effective on \_\_\_\_\_, 20 17 (which is the Effective Date of the Agreement).

OWNER:

City of Weslaco, Texas

By:

David Suarez  
David Suarez, Mayor

Attest

Elizabeth M. Walker WCC05/02/17  
Elizabeth M. Walker, City Secretary

As to Form:

Juan Gonzalez  
Juan Gonzalez, City Attorney

Address for giving notices:

255 S. Kansas Avenue

Weslaco, Texas 78596

CONTRACTOR:

American Contracting USA, Inc.

By:

Leticia Barcen

[CORPORATE SEAL]

Attest

Christian Rinder

Address for giving notices:

1606 S. Reynolds

Rio Hondo, TX 78583

License No. N/A

(Where Applicable)

Agent for service of process: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Mike R. Perez

Title: City Manager

Address: 255 S. Kansas Avenue

Weslaco, Texas, 78596

Phone: 956-968-3181

Facsimile: \_\_\_\_\_

Designated Representative:

Name: Leticia Barcen

Title: President

Address: 1606 S Reynolds

Rio Hondo, TX 78583

Phone: (956) 748-4030

Facsimile: (956) 748-2891

END OF DOCUMENT

00500- 6 of 6



# City of Weslaco

*"The City on the Grow"*



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

Mike R. Perez, City Manager

August 9, 2017

To: Mike Perez, City Manager; David Suarez, Mayor; Gerardo Tafolla, Mayor Pro-Tem; Leo Muñoz, Commissioner; Gregory Kerr, Commissioner; Olga M. Noriega, Commissioner; Letty Lopez, Commissioner; Josh Pedraza, Commissioner  
CC: Martin J. Mata, Andrew Munoz, Homer Rhodes, Mardoqueo Hinojosa, Maria Barrera  
Fr: Arnoldo Becho, Library Director  
Re: Consideration of a change order granting a project extension and additional tasks within the Library Roof Repair Project

The Library recently began implementation of roof repairs as prepared by ROFA Architects and executed by American Contracting USA. An issue with material delivery is prompting a request for additional time to complete the project. American Contracting has also identified several additional needs within the building that are beyond the scope of the original project and are offered for your consideration at this time.

As the contractor progressed thru the Roof Repair Project they were notified by the Fire Marshal that the lumber used on the concrete tile roof areas would need to be fire retardant. The contractor did not have this lumber readily available and twelve weeks would be required for delivery and installation of these new materials. Fire retardant lumber was within the original project specifications and the contractor mentioned that this was not an oversight. A liquidated damages fee of \$350 per day is stipulated within the original project specifications.

Staff recommends assessment of the liquidated damages in an amount of \$350 per day as stipulated within the project agreement. The new substantial completion date is estimated at October 19, 2017. The original substantial completion date was August 28, 2017 and the change represents a 52 day delay. Staff is very concerned with the possibility of heavy rains and this was paramount among the reasons why time was made a priority within the original agreement. If all 52 days of the liquidated damages are billed the city would receive \$18,200 in liquidated damages due to the delay. The total amount would be dependent upon the completion date.

The additional tasks forwarded at this time are beyond the scope of the original proposal. There are 5 options to consider at this time.

- Proposal 1 (\$2,544) corrects the electrical wiring issues within the courtyard.
- Proposal 2 (\$2,968) also corrects the electrical wiring issues within the courtyard and in addition relocates the conduit to beneath the canopy.

- Proposal 3 (\$5,300) would replace the roof drains above the Theater complex and bring them up to code.
- Proposal 4 (\$1,372) would improve the roof drain within the flat roof area of the main library building.
- Proposal 5 (\$2,354) would repair the bending stucco on the north-most portion of the Porter Doss Building.

Staff recommends acceptance of Proposals 3, 4, and 5. These improvements will add significant improvements to the library. We recommend denial of Proposals 1 and 2 because we have had no previous issues with the electrical equipment in those areas. The total cost of accepting proposals 3, 4, and 5 would be \$9,026.

Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho

Library Director, City of Weslaco

Phone: 956.973.3144

Email: [abecho@weslacopl.us](mailto:abecho@weslacopl.us)



*"The City on the Grow"*



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1170 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to approve the Depository Services Contract with the most advantageous bidder for three (3) year contract beginning October 1, 2017 and ending September 30, 2020 with an option to renew the contract for two (2) years as authorized by Section 105.017 of the Local Government Code, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Background:</b><br>Four proposals were received. Linda Patterson, of Patterson and Associates was retained to perform a thorough evaluation of the proposals. Her evaluation is attached, reflecting that BBVA Compass provided the most advantageous proposal. The RFP states that any changes to the City's proposed Master Depository Agreement must be agreed to before the award of the contract. BBVA indicated that they want to send the contract to their legal counsel for review. I recommend that we select BBVA contingent upon the successful negotiation of the final contract. If we cannot come to a mutually acceptable agreement within one month, we will move on to the second most advantageous proposal, from Wells Fargo. |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b><br>Published in Advance News Journal on June 28th and July 5th. Published on website throughout open period.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| Elizabeth Walker                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | Created/Initiated                                            |  |
| Mary Barrera                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Select BBVA Compass Bank, contingent upon the successful negotiation of the final Master Depository Agreement within one month. If we cannot come to a mutually acceptable agreement within one month, we will move on to the second most qualified proposal from Wells Fargo.                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                              |  |



**Attachments, if any:**

Proposal Evaluation by Patterson, Analysis of Responses by Patterson

**Responsibilities upon Approval:**

Execute City's Master Depository Agreement, and any related documents to send to BBVA for their legal review.

**Banking Services Summary**  
**City of Weslaco, Texas**  
**August 2017**

The City of Weslaco solicited proposals for banking services to serve the City with efficient and cost effective banking services. The City intended for its banking partner to provide state-of-the-art technology to assure that its current banking needs would be met and that it will be able to incorporate technological changes and improvements into its operations over the period of the contract. The contract is to be for a three-year period with the option to extend for an additional two years.

The City received four proposals for banking services in response to the Request for Proposal (RFP). The proposals were made by BBVA Compass Bank, Frost Bank, Lone Star Bank and Wells Fargo. All the banks have the necessary facilities within the city and all are solid financial institutions which can provide the basic required services.

The City continues to require state-of-the-art systems and services from its banking partner to assure that staff has the access and information it requires for decision making and to assure that City funds are working at all times. The required service structure of the bank relationship has to provide this flexibility and growth potential. The first area of evaluation of the proposals therefore is the service capabilities of the proposers.

The review of the proposals indicates several differences between the service capabilities. It is to be expected that national and interstate institutions which have a broader base upon which to spread the cost of technology may offer more options. Service quality questions were included and evaluated to assure that the proposers simply did not offer technology but as importantly also bring service to the City. All offer quality services. The major differences are noted below to illustrate the differences between the banks. The services have been ranked by weighting and scoring each individual question on the RFP.

A second area of evaluation is the fees being proposed by the banks. All fees have been evaluated, incorporated and compared to assure an equal comparison on the services required.

A third area of evaluation addresses the earnings potential at the banks. Funds flowing through the bank will be used to pay fees (compensating balance basis) or be used for earnings (on a fee basis) so that interest rates of various types is critical to the overall evaluation. Earnings potential on interest bearing accounts was also evaluated. As interest rates rise and banking regulations impact the banks services and fees it is a critical time to evaluate how banking fees are paid. When outside rates were low the bank earnings credit rate<sup>1</sup> (ECR) provided good earnings but now that rates outside the bank are higher it is more efficient and cost effective to reduce the amount of funds held at the bank and invest outside. The higher outside rates can then pay for the bank fees then the remainder is kept by the City.

Also, many banks (Frost and Wells Fargo) are charging a regulatory fee which is imposed on the balances held at the bank. These range from 0.125% to 0.1275%. This reduces any interest earned at the bank by this amount. The analysis shows the result of this fee application below.

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<sup>1</sup> The ECR rate is that paid on compensating balances the earnings from which then pay for the bank fees. The higher the rate the lower the necessary compensating balance.

All of these areas are addressed below to provide an objective analysis of the proposals.

### Service Areas

The services available at each bank were compared through a lengthy list of questions which were then weighted for importance and scored from each response. The service scores showed a wide variety in services available:

|             |     |
|-------------|-----|
| BBVA        | 497 |
| Frost       | 564 |
| Lone Star   | 293 |
| Wells Fargo | 589 |

- A. All the banks offer personal customer service. BBVA, Frost and Wells Fargo have a team approach in which local representatives are backed by various teams of service experts.
- B. The most effective manner of reducing balances at the bank is the sweep to a money market mutual fund. All the banks, except Lone Star, have sweeps. Specific sweep mechanisms have been identified by BBVA and Wells Fargo. Frost has a sweep but declined to outline it in the response without discussions with the City.
- C. On interest bearing accounts the best rates were offered by BBVA and Wells Fargo both of which are bank managed rates.
- D. The City interacts primarily with a bank through the bank's online portal. The automated services at Lone Star are very basic and appear to be geared to a more retail client. Lone Star did not offer a link to the portal nor answer the majority of the questions regarding their portal. Lone Star also has to use ACH paper backup. Other instances of paper backup requirements were not identified. The other three banks are quite similar although Wells Fargo certainly has more options and flexibility although all have detail transaction and report summaries available for the City's uses. Frost and Wells Fargo provided links to evaluate the systems. BBVA declined to offer a link (although offered some screen examples but said they would demo if required).
- E. In the area of deposit services, none of the banks require delivery to a vault although Wells Fargo has offered to provide a free armored car service to the City (valued by the bank at \$450 a month). Lone Star notes a vault in Pharr but never indicates whether it must be used.
- F. Frost and Wells Fargo have an online portal for bills and BBVA indicates theirs should be operational in 3Q 2017. Lone Star answered few questions in the deposit services section.
- G. Only Wells Fargo offers RCK (represented checks by ACH) which supports better collection rates for the City.
- H. In this deposit section the banks were asked to price a sample deposit in the RFP. Wells Fargo's fees would be twice that of BBVA and BBVA was almost twice that of Frost.
- I. Remote deposit of checks, which is strongly recommended, is available at all the banks. BBVA and Lone Star do not offer the City free scanners. Frost has offered a free scanner and Wells Fargo has offered six free scanners. (Frost states that they will provide the scanners so six scanners were calculated in for Frost also for comparison purposes.)
- J. In the disbursing area, BBVA maintains the check clearing information on line for the longest time period. BBVA, Frost and Wells Fargo have e-payables services.
- K. All the banks will offer to cash employee payroll checks for non-account holders but BBVA has reserved the right to change its policy and charge \$10 a check in the future.
- L. In the processing of positive pay Wells Fargo allows twice the time of the other banks between notification and decision deadlines which can be quite important for research purposes.

- M. Neither BBVA nor Lone Star has payee positive pay. Lone Star also has a vague reference to a required City affidavit for fraudulent checks.
- N. Partial and full reconciliation are available at all the banks although the options for reporting are much more extensive at Wells Fargo.
- O. All the banks have wire transfer services online and all use City defined templates, however, Wells Fargo has a fee for the template.
- P. All the banks except Lone Star allow ACH entries by file, transmission, batch and single entry.
- Q. Filters and blocks are provided for ACH at all banks except Lone Star. The filters and blocks are much more extensive at Wells Fargo. Frost also allows for dollar amount blocking whereas BBVA can block only by total block or originator.
- R. Lone Star is the only bank not providing its own safekeeping services but it is using Frost as its correspondent for the service. Basically all the services at the three banks are similar although BBVA will make safekeeping a hard charge (dollar) fee. Only Frost has a late fee for instructions.
- S. Account analysis services are similar at all the banks although Wells Fargo is the only one with trend reporting on the analysis.
- T. Statements are maintained for a year at Wells Fargo and Lone Star while only 180 days at Frost and 120 at BBVA.
- U. Stop pays can be entered online at all the banks but all but Wells Fargo require a new entry instead of a renewal option. BBVA and Wells Fargo have the longest stops (2 years and 6 years respectively). BBVA's system does not verify against a cleared check file before creating the stop pay.

Two optional services were requested for possible future use by the City: check printing and Pay Cards. Neither of these services were available at Lone Star.

- A. Check printing is done by BBVA and Wells Fargo. Frost partners with Fidelity to offer the service.
- B. The mailing addresses are the only real differences between the banks. BBVA prints and mails from Jacksonville, Atlanta or Portland, Frost from San Antonio, and Wells Fargo from Tempe or Charlotte.
- C. The pay card services at all three banks are essentially the same.

### **Proposed Fees**

Each bank was asked whether it was offering a retention or transition incentive to reduce the City's costs.

- A. BBVA has offered \$5,000 in credit for supplies and an ECR of 0.80%. Their interest bearing accounts will also carry a 0.80% at this time. The bank is offering to waive all fees for the first three months and the bank is not charging a regulatory fee.
- B. Frost has offered \$3,000 in supply credit to be used in the first three months and is also waiving three months service fees. Frost has also offered free deposit bags for the term of the contract (estimated by the City at \$500 a year).
- C. Lone Star has set a floor (0.10%) and a cap (2.0%) on its ECR. They are basing their proposal on the City maintaining the historical average of \$40 million in the bank. The bank has also put in a condition that it have first look and right of refusal on any investment by the City (which is unreasonable and defeats competitive bidding best practices).
- D. Wells Fargo is calculating and proposing that a balance of \$3.1 million in compensating balance will offset all their charges. They currently have an ECR of 0.65%. The bank is offering \$2,500 in supply credit and six remote deposit scanners. They also have offered a business practices review.

The gross monthly fees proposed by the banks detail bank charges times the historical volumes of the City's use of each service. Secondly, the impact of the incentives has been added to the gross fees and the fees extended for a five year period. The average monthly fee estimates over the five year period for each bank using this method is:

|             | Gross           | Adjusted        |
|-------------|-----------------|-----------------|
| <b>BBVA</b> | <b>\$ 1,385</b> | <b>\$ 1,233</b> |
| Frost Bank  | \$ 10,322       | \$ 9,621        |
| Lone Star   | \$ 1,327        | \$ 1,327        |
| Wells Fargo | \$ 2,442        | \$ 1,751        |

### Combining Fees and Earnings

The base line fees charged by a bank along with incentives are the initial factor in determining the most cost effective proposal. Funds left in the bank earn at various levels and the various banks historical interest rates can make a substantial difference in net cost/earnings.

Lower fees can be negated by low interest rates and higher fees can be offset with higher rates. To evaluate both aspects of cost, the RFP asked for historic rates from each bank for the prior twelve month period and current rates.

|             | ECR   | Int. Bearing | Money Market | Sweep |
|-------------|-------|--------------|--------------|-------|
| BBVA        | 0.80% | 0.80%        | 0.12%        | 0.18% |
| Frost       | 0.70% | 0.65%        | 0.20%        | 0.25% |
| Lone Star   | 0.0%  | 0.18%        | 0.00%        | n/a   |
| Wells Fargo | 0.65% | 0.85%        | 0.30%        | 0.81% |

Applying the Earnings Credit Rate (ECR) the required compensating balances are calculated. The higher fees at BBVA and Wells are somewhat moderated by the higher ECR rates but only slightly. The balances estimated to be required to pay under a compensating balance basis are lowest at Frost:

|             |                                      |
|-------------|--------------------------------------|
| BBVA        | \$ 1,848,998                         |
| Frost       | \$16,572,272                         |
| Lone Star   | \$40,000,000 per proposal assumption |
| Wells Fargo | \$ 3,100,000 per proposal assumption |

The larger amounts kept under the Frost and Lone Star situations reflect higher fees and lower ECR. The large balances require a larger regulatory assessment on a monthly basis at Frost.

In a compensating balance situation BBVA is the best option and on a fee basis it is also the best proposal.

### Summary

Clearly the services offered by Lone Star will not provide the basic services needed by the City. The remaining three banks all fulfill the service requirements set by the City in the RFP. They are all excellent

banks and strong and stable institutions. Wells Fargo clearly has a more flexible and extended online portal however.

On both a fee and compensating balance basis for payment of those services, BBVA has proposed the lowest fees and on a compensating balance basis offers the City the opportunity for a lower compensating balance requirement. In addition they are not proposing a regulatory fee as Frost and Wells are therefore allowing the City better flexibility in choosing between inside bank rates and outside rates.

In summary, BBVA provides the services required by the City and the cost efficiencies demanded. It is recommended that the City award the contract to BBVA Compass Bank.

Patterson & Associates

**COMBINED FINANCIAL ANALYSIS**  
**City of Weslaco**  
**2017**

|                       |            |            |            |            |
|-----------------------|------------|------------|------------|------------|
| <b>Service Scores</b> | <b>497</b> | <b>564</b> | <b>293</b> | <b>589</b> |
|-----------------------|------------|------------|------------|------------|

|                                 | <u><b>BBVA</b></u> | <u><b>Frost</b></u> | <u><b>Lone Star</b></u> | <u><b>Wells Fargo</b></u> |
|---------------------------------|--------------------|---------------------|-------------------------|---------------------------|
| Proposed Fees/Mo                | 1,385              | 10,322              | 1,327                   | 2,442                     |
| bags and 1st endorsement stamps |                    | 500                 |                         | 6,000                     |
| Cash/credit incentive           | 5,000              | 3,000               |                         | 2,500                     |
| Scanner Offered Free            |                    | 6,000               |                         | 6,000                     |
| Armored car service             |                    |                     |                         | 450                       |
| Months of Service Waived        | 4,156              | 30,967              |                         | 4,883                     |
| Total Incentive Value           | 9,156              | 40,467              | 0                       | 19,833                    |
| Per year cost 1st year          | 7,467              | 83,400              | 15,921                  | 9,465                     |
| 2nd year                        | 16,623             | 123,467             | 15,921                  | 23,898                    |
| 3rd year                        | 16,623             | 123,467             | 15,921                  | 23,898                    |
| 4th year                        | 16,623             | 123,467             | 15,921                  | 23,898                    |
| 5th year                        | 16,623             | 123,467             | 15,921                  | 23,898                    |
| Avg monthly cost (over 5 years) | 1,233              | 9,621               | 1,327                   | 1,751                     |

|                        |            |            |            |            |
|------------------------|------------|------------|------------|------------|
| <b>Rates</b>           |            |            |            |            |
| ECR                    | 0.80%      | 0.70%      | 0.00%      | 0.65%      |
| Interest Bearing       | 0.80%      | 0.65%      | 0.18%      | 0.85%      |
| Money Market Funds     | 0.12%      | 0.20%      | 0.00%      | 0.30%      |
| Sweeps                 | 0.18%      | 0.25%      | 0.00%      | 0.81%      |
| Avg Balance in Account | 18,621,615 | 18,621,615 | 18,621,615 | 18,621,615 |

|                                       |            |             |         |            |
|---------------------------------------|------------|-------------|---------|------------|
| <b>Compensating Balance Basis</b>     |            |             |         |            |
| Mo. Comp Balance Req.                 | 1,848,998  | 16,572,272  | #DIV/0! | 3,100,000  |
| Balance Avail for Invest              | -1,848,998 | -16,572,272 | #DIV/0! | -3,100,000 |
| Mo Earnings in Sweep Accounts         | -271       | -3,510      | #DIV/0! | -2,093     |
| Mo Earnings in Interest Bearing Accts | -1,233     | -8,977      | #DIV/0! | -2,196     |
| Mo Earnings in Money Market Account   | -180       | -2,721      | #DIV/0! | -775       |

|                                     |       |       |       |       |
|-------------------------------------|-------|-------|-------|-------|
| <b>Fee Basis</b>                    |       |       |       |       |
| Fee per Month                       | 1,233 | 9,621 | 1,327 | 1,751 |
| Earnings in Sweep/Mo                |       |       |       |       |
| Earnings in Interest Bearing        |       |       |       |       |
| Mo Earnings in Money Market Account |       |       |       |       |

|                           |                             |                                       |                                     |                              |
|---------------------------|-----------------------------|---------------------------------------|-------------------------------------|------------------------------|
| <i>Incentives Offered</i> | <i>\$5,000 for supplies</i> | <i>\$3,000 in 1st 3 mos</i>           | <i>floor of 0.10% - cap 2%</i>      | <i>saying offset \$3.1mm</i> |
|                           | <i>0.80% on IB</i>          | <i>3 mos waived</i>                   | <i>BASED On set \$40mm</i>          | <i>ECR 0.65% now</i>         |
|                           | <i>ECR of 0.80%</i>         |                                       | <i>wants 1st look at investment</i> | <i>\$2,500 supplies</i>      |
|                           | <i>60% discount on fees</i> | <i>free bags for contract</i>         | <i>refusal right</i>                | <i>business review</i>       |
|                           | <i>1st three mos free</i>   | <i>used 6 scanners for comparison</i> |                                     | <i>six scanners</i>          |
|                           | <i>no reg fee</i>           | <i>to WF</i>                          |                                     |                              |
|                           | <i>no collateral fee</i>    |                                       |                                     |                              |



PROPOSED FEE ANALYSIS  
City of Weslaco  
2017

|             |           |
|-------------|-----------|
| Discount %  | 35.00%    |
| Discount \$ | 648.34    |
| Net Fees    | 10,322.24 |

|                                                           |            | Total   | 1,385.26 |        |          | Total    | 10,970.58                                                                      |         |        | Total                                     | 1,326.75 |        |                      | Total       | 2,441.52 |  |  |
|-----------------------------------------------------------|------------|---------|----------|--------|----------|----------|--------------------------------------------------------------------------------|---------|--------|-------------------------------------------|----------|--------|----------------------|-------------|----------|--|--|
|                                                           | Avg.       | BBVA    |          |        |          | Frost    |                                                                                |         |        | Lone Star                                 |          |        |                      | Wells Fargo |          |  |  |
| Service                                                   | Mo Vol.    | Fee     | Cost     | Notes  | Fee      | Cost     | Notes                                                                          | Fee     | Cost   | Notes                                     | Fee      | Cost   | Notes                |             |          |  |  |
| Account Services                                          |            |         |          |        |          |          |                                                                                |         |        |                                           |          |        |                      |             |          |  |  |
| Average Collected Balance                                 | 18,621,615 |         |          |        |          |          |                                                                                |         |        |                                           |          |        |                      |             |          |  |  |
| FDIC Recoupmont Fee                                       |            |         | 0.00     | waived | 0.001250 | 2,377.70 | not in discount                                                                |         | 0.00   |                                           | 637.000  | 0.00   | bank estimate of fee |             |          |  |  |
| Interest on checking accounts (not eligible for discount) |            |         |          |        |          | 6,740.47 | int calc by Frost                                                              |         |        |                                           |          |        |                      |             |          |  |  |
|                                                           |            |         |          |        |          |          |                                                                                |         |        |                                           |          |        |                      |             |          |  |  |
|                                                           |            |         |          |        |          |          |                                                                                |         |        |                                           |          |        |                      |             |          |  |  |
| General Account Services                                  |            |         |          |        |          |          |                                                                                |         |        |                                           |          |        |                      |             |          |  |  |
| Account Maintenance                                       | 8          | 8.0000  | 64.00    |        | 20.00    | 160.0000 |                                                                                | 10.0000 | 80.00  |                                           | 8.0000   | 64.00  |                      |             |          |  |  |
| Sweep Maintenance (possible)                              |            |         | 0.00     |        | 125.00   | 0.0000   |                                                                                |         | 0.00   |                                           | 50.0000  | 0.00   |                      |             |          |  |  |
| ZBA Accounts - Master (possible 1)                        |            | 35.0000 | 0.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 5.0000   | 0.00   |                      |             |          |  |  |
| ZBA Accounts - Subsidiary (possible 2)                    |            | 35.0000 | 0.00     |        | 30.00    | 0.0000   |                                                                                |         | 0.00   |                                           | 5.0000   | 0.00   |                      |             |          |  |  |
| Checks Paid-Debits                                        | 430        | 0.1500  | 64.50    |        | 0.18     | 77.4000  |                                                                                | 0.1500  | 64.50  |                                           | 0.0500   | 21.50  |                      |             |          |  |  |
| Deposited Credits                                         | 148        | 0.3000  | 44.40    |        | 1.00     | 148.0000 |                                                                                | 0.2500  | 37.00  |                                           | 0.5000   | 74.00  |                      |             |          |  |  |
| Research Fees                                             | 3          | 25.0000 | 75.00    |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 1.0000   | 3.00   |                      |             |          |  |  |
| ACH Debits                                                | 24         | 0.1000  | 2.40     |        | 0.20     | 4.8000   |                                                                                | 0.1500  | 3.60   |                                           | 0.0500   | 1.20   |                      |             |          |  |  |
| ACH Credits                                               | 230        | 0.1000  | 23.00    |        | 0.25     | 57.5000  |                                                                                | 0.2500  | 57.50  |                                           | 0.0500   | 11.50  |                      |             |          |  |  |
| E-Statements Via E-Access                                 | 7          | 0.0000  | 0.00     |        | 0.00     | 0.0000   |                                                                                | 0.0000  | 0.00   |                                           | 10.0000  | 70.00  |                      |             |          |  |  |
| Checking Cashing - Non-Account Holder                     |            |         | 0.00     | waived | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 0.0000   | 0.00   |                      |             |          |  |  |
| Gen Account Services-E-Access                             |            |         | 0.00     |        |          | 0.0000   |                                                                                |         | 0.00   |                                           |          | 0.00   |                      |             |          |  |  |
| DDA Statement                                             | 7          | 5.0000  | 35.00    |        | 0.00     | 0.0000   |                                                                                | 0.0000  | 0.00   |                                           | 0.0000   | 0.00   |                      |             |          |  |  |
| Compass E-Access Alerts                                   | 6          | 0.0000  | 0.00     |        | 0.00     | 0.0000   |                                                                                | 0.0000  | 0.00   |                                           | 0.2500   | 1.50   |                      |             |          |  |  |
| Info Services- E-Access                                   |            |         | 0.00     |        |          | 0.0000   |                                                                                |         | 0.00   |                                           |          | 0.00   |                      |             |          |  |  |
| Info Reporting Maintenance                                | 1          | 5.0000  | 5.00     |        | 35.00    | 35.0000  |                                                                                |         | 0.00   |                                           | 15.0000  | 15.00  |                      |             |          |  |  |
| Info RPTG Maint - Addl Account                            | 7          | 5.0000  | 35.00    |        | 20.00    | 140.0000 |                                                                                |         | 0.00   |                                           | 10.0000  | 70.00  |                      |             |          |  |  |
| Depository Services                                       |            |         | 0.00     |        |          | 0.0000   |                                                                                |         | 0.00   |                                           |          | 0.00   |                      |             |          |  |  |
| Returned Deposited Items                                  | 8          | 5.0000  | 40.00    |        | 10.00    | 80.0000  |                                                                                | 6.9900  | 55.92  |                                           | 3.0000   | 24.00  |                      |             |          |  |  |
| CRD Thin Client Maintenance                               | 1          | 25.0000 | 25.00    |        |          | 0.0000   |                                                                                | 35.0000 | 35.00  |                                           | 0.0000   | 0.00   |                      |             |          |  |  |
| ONUS Branch                                               | 230        | 0.0600  | 13.80    |        | 0.00     | 0.0000   |                                                                                | 0.1500  | 34.50  |                                           | 0.0800   | 18.40  |                      |             |          |  |  |
| ONUS Peak Branch                                          | 197        | 0.0600  | 11.82    |        | 0.00     | 0.0000   |                                                                                | 0.1500  | 29.55  |                                           | 0.0800   | 15.76  |                      |             |          |  |  |
| Transit Branch                                            | 1059       | 0.0800  | 84.72    |        | 0.12     | 127.0800 |                                                                                | 0.1500  | 158.85 |                                           | 0.0800   | 84.72  |                      |             |          |  |  |
| Transit Peak Branch                                       | 910        | 0.0800  | 72.80    |        | 0.12     | 109.2000 |                                                                                | 0.1500  | 136.50 |                                           | 0.0800   | 72.80  |                      |             |          |  |  |
| Card Item                                                 | 456        | 0.1500  | 68.40    |        |          | 0.0000   |                                                                                | 0.1000  | 45.60  |                                           | 0.0800   | 36.48  |                      |             |          |  |  |
| Post Verify deposit                                       |            |         | 0.00     |        | 3.50     | 0.0000   |                                                                                |         | 0.00   |                                           | 0.5000   | 0.00   |                      |             |          |  |  |
| Deposit correction night drop                             |            | 2.5000  | 0.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 5.0000   | 0.00   |                      |             |          |  |  |
| Deposit location reporting - item                         |            |         | 0.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 0.0300   | 0.00   |                      |             |          |  |  |
| Return item chargeback                                    |            | 5.0000  | 0.00     |        | 10.00    | 0.0000   |                                                                                |         | 0.00   |                                           | 3.0000   | 0.00   |                      |             |          |  |  |
| return item online retrieval of image                     |            | 15.0000 | 0.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 1.0000   | 0.00   |                      |             |          |  |  |
| Return item online mo. Maintenance/acct                   |            | 0.0500  | 0.00     |        | 15.00    | 0.0000   |                                                                                |         | 0.00   |                                           | 0.0000   | 0.00   |                      |             |          |  |  |
| Return item redeposited                                   |            | 5.0000  | 0.00     |        | 5.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 3.0000   | 0.00   |                      |             |          |  |  |
| Return item duplicate advice                              |            |         | 0.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 3.0000   | 0.00   |                      |             |          |  |  |
| RCK                                                       |            |         | 0.00     |        |          | 0.0000   |                                                                                |         | 0.00   |                                           | 100.0000 | 0.00   |                      |             |          |  |  |
| NSF Item                                                  |            | 38.0000 | 0.00     |        |          | 0.0000   |                                                                                |         | 0.00   |                                           |          | 0.00   |                      |             |          |  |  |
| Depository Services- E-Access                             |            |         | 0.00     |        |          | 0.0000   |                                                                                |         | 0.00   |                                           |          | 0.00   |                      |             |          |  |  |
| Remote Deposit Maintenance                                | 1          | 15.0000 | 15.00    |        | 50.00    | 50.0000  |                                                                                |         | 0.00   |                                           | 15.0000  | 15.00  |                      |             |          |  |  |
| Return Dep Item Imaging Rept                              | 1          | 0.5000  | 0.50     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 15.0000  | 15.00  |                      |             |          |  |  |
| RDI Items/Images Reported                                 | 8          | 0.5000  | 4.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 0.0500   | 0.40   |                      |             |          |  |  |
| RDI Images Retrieved                                      | 1          | 0.0500  | 0.05     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 1.0000   | 1.00   |                      |             |          |  |  |
| STMT Item Online Image Maint                              | 2          | 5.0000  | 10.00    |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 0.0000   | 0.00   |                      |             |          |  |  |
| Online Images Stored                                      | 568        | 0.0000  | 0.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 0.0000   | 0.00   |                      |             |          |  |  |
| STMT Item Images Retrieved                                | 43         | 0.0000  | 0.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 1.0000   | 43.00  |                      |             |          |  |  |
| Remote CR/DR                                              | 500        | 0.1500  | 75.00    |        | 0.05     | 25.0000  | Dep: 1.00 : On Us: 0.00 :<br>Transit 0.07 .Item Info: 0.12<br>averaged at 0.05 |         | 0.00   |                                           | 0.5000   | 250.00 |                      |             |          |  |  |
| Remote Deposit                                            | 20         |         |          |        | 1        |          |                                                                                |         |        |                                           |          |        |                      |             |          |  |  |
| Scanner Maintenance                                       |            | 0.0000  | 0.00     |        | 0.00     | 0.0000   |                                                                                |         | 0.00   |                                           | 0.0000   | 0.00   |                      |             |          |  |  |
| Cash Processing Services                                  |            |         | 0.00     |        |          | 0.0000   |                                                                                |         | 0.00   |                                           |          | 0.00   |                      |             |          |  |  |
| Branch Cash Deposit                                       | 1588       | 0.0007  | 1.11     |        | 3.50     | 210.0000 |                                                                                |         | 0.00   | \$0.50 per thousand of cash               | 0.5      | 794.00 |                      |             |          |  |  |
|                                                           |            |         | 0.00     |        |          | 0.0000   |                                                                                |         | 0.00   | \$0.80 per thousand of cash received loos |          | 0.00   |                      |             |          |  |  |

|                                          |      |         |       |  |       |          |                           |         |        |  |         |        |  |
|------------------------------------------|------|---------|-------|--|-------|----------|---------------------------|---------|--------|--|---------|--------|--|
| Change Order                             | 0    | 3       | 0.00  |  | 5.50  | 5.5000   |                           |         | 0.00   |  | 5.25    | 0.00   |  |
| Full Strapped Currency                   | 1    | 0.2500  | 0.25  |  | 0.60  | 0.6000   | min charge                |         | 0.00   |  | 0.0015  | 0.00   |  |
| Partial Strapped Currency                | 1    | 0.3500  | 0.35  |  | 0.60  | 0.6000   | min charge                |         | 0.00   |  | 0.0015  | 0.00   |  |
| Rolled Coins                             | 3    | 0.1200  | 0.36  |  | 0.10  | 0.3000   |                           | 0.1000  | 0.30   |  | 0.1500  | 0.45   |  |
| <b>Disbursement Services</b>             |      |         | 0.00  |  |       | 0.0000   |                           |         | 0.00   |  |         | 0.00   |  |
| Psoitive Pay Monthly Base                |      | 42.0000 | 0.00  |  | 40.00 | 0.0000   |                           |         | 0.00   |  | 10.0000 | 0.00   |  |
| Positive Pay exception- online image     |      | 0.0300  | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 1.0000  | 0.00   |  |
| Positive pay exception check returned    |      | 1.2000  | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 15.0000 | 0.00   |  |
| Positive Pay checks with no issue record |      | 1.2000  | 0.00  |  | 5.00  | 0.0000   |                           |         | 0.00   |  | 0.0100  | 0.00   |  |
| Payee Validation - Standard Item         |      |         | 0.00  |  | 65.00 | 0.0000   |                           |         | 0.00   |  | 0.0100  | 0.00   |  |
| Payee pay verification call              |      |         | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 15.0000 | 0.00   |  |
| Positive Pay exception per item          |      | 1.2000  | 0.00  |  | 5.00  | 0.0000   |                           |         | 0.00   |  | 1.0000  | 0.00   |  |
| ARP partial - monthly maintenance        |      | 65.0000 | 0.00  |  | 65.00 | 0.0000   |                           |         | 0.00   |  | 25.0000 | 0.00   |  |
| ARP partial recon per item               |      | 0.0600  | 0.00  |  | 0.05  | 0.0000   |                           |         | 0.00   |  | 0.0300  | 0.00   |  |
| ARP output transmission                  |      | 15.0000 | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 5.0000  | 0.00   |  |
| Outgoing transmission per item           |      |         | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 0.0200  | 0.00   |  |
| Online Pos Pay IMG Retrieved             | 1    | 0.0300  | 0.03  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 1.0000  | 1.00   |  |
| Online Pos Pay Exceptions                | 1    | 1.2000  | 1.20  |  | 0.00  | 0.0000   |                           | 30.0000 | 30.00  |  | 1.0000  | 1.00   |  |
| Online Pos Pay Per Item                  | 407  | 0.0200  | 8.14  |  | 0.00  | 0.0000   |                           | 0.0700  | 28.49  |  | 0.0600  | 24.42  |  |
| Image POS Pay W/O Recon                  | 1    | 42.0000 | 42.00 |  | 40.00 | 0.0000   | dupe                      |         | 0.00   |  | 25.0000 | 25.00  |  |
| <b>Stop Pay</b>                          |      |         | 0.00  |  |       | 0.0000   |                           |         | 0.00   |  |         | 0.00   |  |
| Manual Stop Payment                      |      | 32.0000 | 0.00  |  |       | 0.0000   |                           |         | 0.00   |  |         | 0.00   |  |
| Automated Stop Payment                   | 2    | 8.0000  | 16.00 |  | 20.00 | 40.0000  |                           | 17.0000 | 34.00  |  | 6.0000  | 12.00  |  |
| <b>General ACH Services</b>              |      |         | 0.00  |  |       | 0.0000   |                           |         | 0.00   |  |         | 0.00   |  |
| ACH Return Item-Debit                    | 10   | 2.0000  | 20.00 |  | 5.00  | 50.0000  |                           | 3.9900  | 39.90  |  | 3.0000  | 30.00  |  |
| ACH Autorization Services                | 1    | 10.0000 | 10.00 |  | 20.00 | 20.0000  |                           | 20.0000 | 20.00  |  | 5.0000  | 5.00   |  |
| Enhanced Ach Auth Service                | 6    | 12.0000 | 72.00 |  |       | 0.0000   |                           |         | 0.00   |  | 5.0000  | 30.00  |  |
| ACH Auth Services -Per Item              | 1    | 0.6000  | 0.60  |  | 1.00  | 1.0000   |                           |         | 0.00   |  | 3.0000  | 3.00   |  |
| Unauthoriazed Return Surchg Item         | 0    | 0.0000  | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 0.0000  | 0.00   |  |
| <b>ACH Services- E-Access</b>            |      |         | 0.00  |  |       | 0.0000   |                           |         | 0.00   |  |         | 0.00   |  |
| ACH Maintenance                          | 3    | 15.0000 | 45.00 |  | 15.00 | 15.0000  |                           | 20.0000 | 60.00  |  | 25.0000 | 75.00  |  |
| ACH Debit - Per Item                     | 1134 | 0.0800  | 90.72 |  | 0.15  | 170.1000 |                           | 0.1000  | 113.40 |  | 0.0500  | 56.70  |  |
| ACH One Day Item                         |      | 0.0800  | 0.00  |  | 0.15  | 0.0000   |                           |         | 0.00   |  | 0.0600  | 0.00   |  |
| ACH Two Day Item                         |      | 0.0800  | 0.00  |  | 0.15  | 0.0000   |                           |         | 0.00   |  | 0.0500  | 0.00   |  |
| ACH Received Item                        |      | 0.1000  | 0.00  |  |       | 0.0000   | ACH DR:0.20 ,ACH CR: 0.25 |         | 0.00   |  | 0.0500  | 0.00   |  |
| ACH Prenotes                             | 9    | 0.1400  | 1.26  |  | 0.15  | 1.3500   |                           | 0.0500  | 0.45   |  | 0.0500  | 0.45   |  |
| ACH Input Fee                            | 8    | 5.0000  | 40.00 |  | 0.00  | 0.0000   |                           | 5.0000  | 40.00  |  | 5.0000  | 40.00  |  |
| ACH Notification of Change               | 5    | 5.0000  | 25.00 |  | 0.00  | 0.0000   |                           | 3.0000  | 15.00  |  | 3.0000  | 15.00  |  |
| ACH Credits - Per Item                   | 1067 | 0.0800  | 85.36 |  | 0.15  | 160.0500 |                           | 0.1000  | 106.70 |  | 0.0500  | 53.35  |  |
| ACH Return Item - Credit                 | 1    | 2.0000  | 2.00  |  | 5.00  | 5.0000   |                           | 3.9900  | 3.99   |  | 3.0000  | 3.00   |  |
| Addenda Record                           | 62   | 0.0200  | 1.24  |  | 0.00  | 0.0000   |                           | 0.0000  | 0.00   |  | 0.0200  | 1.24   |  |
| ACH Returns Report                       | 2    | 5.0000  | 10.00 |  | 0.00  | 0.0000   |                           | 0.0000  | 0.00   |  | 15.0000 | 30.00  |  |
| ACH Online Subscription Per Account      |      | 15.0000 | 0.00  |  | 15.00 | 0.0000   |                           |         | 0.00   |  | 15.0000 | 0.00   |  |
| ACH Online Subscription Per Item         |      | 0.0800  | 0.00  |  | 0.15  | 0.0000   |                           |         | 0.00   |  | 0.0500  | 0.00   |  |
| ACH Fraud Filter Review Mo Maint.        |      | 12.0000 | 0.00  |  | 20.00 | 0.0000   |                           |         | 0.00   |  | 5.0000  | 0.00   |  |
| ACH Fraud Filter Review Per Item         |      | 0.6000  | 0.00  |  | 1.00  | 0.0000   |                           |         | 0.00   |  | 3.0000  | 0.00   |  |
| ACH NOC Transmission Advice - On-Us      |      | 0.1000  | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 3.0000  | 0.00   |  |
| ACH NOC Transmission Advice - Off-Us     |      | 0.1000  | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 3.0000  | 0.00   |  |
| <b>EDI Services</b>                      |      |         | 0.00  |  |       | 0.0000   |                           |         | 0.00   |  |         | 0.00   |  |
| EDI On-Line RPTG Per Day                 | 19   | 2.0000  | 38.00 |  | 1.25  | 23.7500  |                           |         | 0.00   |  | 15.0000 | 285.00 |  |
| EDI Items On-Line                        | 53   | 0.2500  | 13.25 |  | 0.06  | 3.1800   |                           |         | 0.00   |  | 0.0500  | 2.65   |  |
| <b>Wire &amp; Other Funds Trans Svcs</b> |      |         | 0.00  |  |       | 0.0000   |                           |         | 0.00   |  |         | 0.00   |  |
| Incoming Wire                            | 0    | 15.0000 | 0.00  |  | 12.00 | 0.0000   |                           |         | 0.00   |  | 10.0000 | 0.00   |  |
| Outgoing Wire                            | 0    | 20.0000 | 0.00  |  | 12.00 | 0.0000   |                           | 12.5000 | 0.00   |  | 10.0000 | 0.00   |  |
| Wire Notification - Fax/Online           |      | 1.0000  | 0.00  |  | 0.00  | 0.0000   |                           |         | 0.00   |  | 5.0000  | 0.00   |  |
| Book Transfers                           |      | 0.0000  | 0.00  |  | 3.00  | 0.0000   |                           |         | 0.00   |  | 0.0000  | 0.00   |  |
| <b>Wire Services- E-Access</b>           |      |         | 0.00  |  |       | 0.0000   |                           |         | 0.00   |  |         | 0.00   |  |
| Outgoing Customer Repetitive             | 8    | 9.0000  | 72.00 |  | 12.00 | 96.0000  |                           | 8.0000  | 64.00  |  | 5.0000  | 40.00  |  |
| Outgoing Domestic Wire                   | 1    | 10.0000 | 10.00 |  | 12.00 | 12.0000  |                           | 8.0000  | 8.00   |  | 5.0000  | 5.00   |  |
| Wire Transfer Maintenance                | 1    | 5.0000  | 5.00  |  | 15.00 | 15.0000  |                           | 0.0000  | 0.00   |  | 0.0000  | 0.00   |  |
| Book Transfer                            | 3    | 0.0000  | 0.00  |  | 3.00  | 9.0000   |                           | 8.0000  | 24.00  |  | 0.0000  | 0.00   |  |
| E-Access Wire Only Addl                  | 1    | 5.0000  | 5.00  |  |       | 0.0000   |                           | 0.0000  | 0.00   |  | 0.0000  | 0.00   |  |

**ATTACHMENT B - HISTORICAL RATES**

**City of Weslaco  
2017**

| BBVA | Frost | Lone Star | Wells Fargo |
|------|-------|-----------|-------------|
|------|-------|-----------|-------------|

**Earnings Credit Rate (ECR)**

| Month/Year  | Rate          | Rate          | Rate          | Rate          |
|-------------|---------------|---------------|---------------|---------------|
| Jun-16      | 0.200%        | 0.530%        | 0.000%        | 0.490%        |
| Jul-16      | 0.200%        | 0.530%        | 0.000%        | 0.490%        |
| Aug-16      | 0.200%        | 0.550%        | 0.000%        | 0.490%        |
| Sep-16      | 0.200%        | 0.550%        | 0.000%        | 0.490%        |
| Oct-16      | 0.200%        | 0.570%        | 0.000%        | 0.490%        |
| Nov-16      | 0.200%        | 0.580%        | 0.000%        | 0.490%        |
| Dec-16      | 0.200%        | 0.700%        | 0.000%        | 0.490%        |
| Jan-17      | 0.200%        | 0.770%        | 0.000%        | 0.490%        |
| Feb-17      | 0.200%        | 0.770%        | 0.000%        | 0.490%        |
| Mar-17      | 0.250%        | 0.780%        | 0.000%        | 0.550%        |
| Apr-17      | 0.250%        | 0.970%        | 0.000%        | 0.600%        |
| May-17      | 0.250%        | 1.060%        | 0.000%        | 0.650%        |
| <b>Avg.</b> | <b>0.213%</b> | <b>0.697%</b> | <b>0.000%</b> | <b>0.518%</b> |

**Interest Bearing Accounts**

| Month/Year  | Rate          | Rate          | Rate          | Rate          |
|-------------|---------------|---------------|---------------|---------------|
| Jun-16      | 0.030%        | 0.010%        | 0.110%        | 0.300%        |
| Jul-16      | 0.030%        | 0.010%        | 0.120%        | 0.300%        |
| Aug-16      | 0.030%        | 0.010%        | 0.120%        | 0.300%        |
| Sep-16      | 0.030%        | 0.010%        | 0.120%        | 0.300%        |
| Oct-16      | 0.030%        | 0.010%        | 0.130%        | 0.300%        |
| Nov-16      | 0.030%        | 0.010%        | 0.140%        | 0.300%        |
| Dec-16      | 0.030%        | 0.100%        | 0.180%        | 0.300%        |
| Jan-17      | 0.030%        | 0.170%        | 0.210%        | 0.300%        |
| Feb-17      | 0.080%        | 0.170%        | 0.210%        | 0.300%        |
| Mar-17      | 0.080%        | 0.180%        | 0.220%        | 0.300%        |
| Apr-17      | 0.080%        | 0.370%        | 0.310%        | 0.300%        |
| May-17      | 0.080%        | 0.460%        | 0.330%        | 0.300%        |
| <b>Avg.</b> | <b>0.047%</b> | <b>0.126%</b> | <b>0.183%</b> | <b>0.300%</b> |

**Money Market Accounts**

| Month/Year | Rate   | Rate   | Rate   | Rate   |
|------------|--------|--------|--------|--------|
| Jun-16     | 0.050% | 0.030% | 0.000% | 0.300% |
| Jul-16     | 0.050% | 0.030% | 0.000% | 0.300% |
| Aug-16     | 0.050% | 0.050% | 0.000% | 0.300% |
| Sep-16     | 0.050% | 0.050% | 0.000% | 0.300% |
| Oct-16     | 0.050% | 0.070% | 0.000% | 0.300% |
| Nov-16     | 0.050% | 0.080% | 0.000% | 0.300% |
| Dec-16     | 0.050% | 0.200% | 0.000% | 0.300% |
| Jan-17     | 0.150% | 0.270% | 0.000% | 0.300% |
| Feb-17     | 0.150% | 0.270% | 0.000% | 0.300% |
| Mar-17     | 0.250% | 0.280% | 0.000% | 0.300% |
| Apr-17     | 0.250% | 0.470% | 0.000% | 0.300% |
| May-17     | 0.250% | 0.560% | 0.000% | 0.300% |

|  |             |               |               |               |               |
|--|-------------|---------------|---------------|---------------|---------------|
|  | <b>Avg.</b> | <b>0.117%</b> | <b>0.197%</b> | <b>0.000%</b> | <b>0.300%</b> |
|--|-------------|---------------|---------------|---------------|---------------|

**Sweep Alternative(s)**

| Month/Year |             | Rate          | Rate          | Rate          | Rate          |
|------------|-------------|---------------|---------------|---------------|---------------|
| Jun-16     |             | 0.070%        | 0.120%        | 0.000%        | 0.250%        |
| Jul-16     |             | 0.040%        | 0.120%        | 0.000%        | 0.270%        |
| Aug-16     |             | 0.040%        | 0.140%        | 0.000%        | 0.260%        |
| Sep-16     |             | 0.040%        | 0.140%        | 0.000%        | 0.270%        |
| Oct-16     |             | 0.050%        | 0.140%        | 0.000%        | 0.270%        |
| Nov-16     |             | 0.060%        | 0.140%        | 0.000%        | 0.250%        |
| Dec-16     |             | 0.200%        | 0.210%        | 0.000%        | 0.320%        |
| Jan-17     |             | 0.220%        | 0.300%        | 0.000%        | 0.400%        |
| Feb-17     |             | 0.220%        | 0.320%        | 0.000%        | 0.410%        |
| Mar-17     |             | 0.360%        | 0.390%        | 0.000%        | 0.600%        |
| Apr-17     |             | 0.390%        | 0.500%        | 0.000%        | 0.630%        |
| May-17     |             | 0.420%        | 0.530%        | 0.000%        | 0.680%        |
|            | <b>Avg.</b> | <b>0.176%</b> | <b>0.254%</b> | <b>0.000%</b> | <b>0.384%</b> |
|            |             |               |               |               |               |

2017

|                                                                                                                                              |     | BBVA  |       | 497 Frost                                               |       | 564 Lone Star |                                                                       | 293 Wells Fargo |       | 589                         |
|----------------------------------------------------------------------------------------------------------------------------------------------|-----|-------|-------|---------------------------------------------------------|-------|---------------|-----------------------------------------------------------------------|-----------------|-------|-----------------------------|
| Question                                                                                                                                     | Wgt | Score | Total | Notes                                                   | Score | Total         | Notes                                                                 | Score           | Total | Notes                       |
| <b>FINANCIAL INSTITUTION QUALIFICATIONS</b>                                                                                                  |     |       |       |                                                         |       |               |                                                                       |                 |       |                             |
| <b>Creditworthiness</b>                                                                                                                      |     |       |       |                                                         |       |               |                                                                       |                 |       |                             |
| Provide financial statement recent period & audited financial statement each year of contract                                                | 3   | 2     | 6     | ok                                                      | 2     | 6             | ok                                                                    | 2               | 6     | ok                          |
| Provide certificate of bank's CRA rating. Notify if change in rate during contract.                                                          | 2   | 2     | 4     | sat                                                     | 2     | 4             | sat                                                                   | 2               | 4     | needs impr                  |
| Provide senior/subordinate bedt ratings. If not rated, four quarters ratings.                                                                | 3   | 2     | 6     | Baa3/BBB+, Baaa3/BBB                                    | 3     | 9             | A3/A-, A/BBB+                                                         | 0               | 0     | agrees but does not provide |
| <b>Customer Service and Community Service</b>                                                                                                |     |       |       |                                                         |       |               |                                                                       |                 |       |                             |
| Describe bank's customer service. How will bank satisfy customers? What services in place to offer optimal service                           | 2   | 2     | 4     | responsive. Personal                                    | 2     | 4             | we're here                                                            | 2               | 4     | local                       |
| How professionals in bank involved to city relationship support?                                                                             | 2   | 2     | 4     | personal                                                | 2     | 4             | local                                                                 | 2               | 4     | local                       |
| What services provided at holding company versus local level?                                                                                | 2   | 2     | 4     | all tailored thru co                                    | 2     | 4             | all                                                                   | 0               | 0     | no answer                   |
| How is service and overall contract performance monitored?                                                                                   | 2   | 2     | 4     | svc level agreements                                    | 2     | 4             | local                                                                 | 0               | 0     | no answer                   |
| How bank intend to support new/ongoing needs of city?                                                                                        | 2   | 2     | 4     | always looking                                          | 2     | 4             | always looking                                                        | 0               | 0     | no answer                   |
| Bank offering transition/retention incentives? Describe completely                                                                           | 3   | 2     | 6     | \$5,000 for supplies, 1st 3 mos waived, preferred rates | 2     | 6             | 3 months waived, 35% discount, bags free, stamps first order, \$3,000 | 0               | 0     | none                        |
| What support bank offer city in disaster to maintain bank functions?                                                                         | 1   | 2     | 2     | redundant - there                                       | 2     | 2             |                                                                       | 0               | 0     | no answer                   |
| City requires right to third party auditor to review citys accounts.                                                                         | 1   | 2     | 2     | ok                                                      | 2     | 2             | ok                                                                    | 2               | 2     | ok with authorization       |
| What level community service bank/employees contribute to Weslaco?                                                                           | 3   | 2     | 6     | \$\$ commitments                                        | 2     | 6             | committ- listed                                                       | 0               | 0     | no answer                   |
| <b>References</b>                                                                                                                            |     |       |       |                                                         |       |               |                                                                       |                 |       |                             |
| List 3 references from comparable texas public clients. Each reference include length of contract, client contact, and number.               | 1   | 2     | 2     |                                                         | 2     | 2             |                                                                       | 2               | 2     |                             |
| <b>Depository Agreement and Services Agreement</b>                                                                                           |     |       |       |                                                         |       |               |                                                                       |                 |       |                             |
| Provide all service agreements required for provision of services proposed                                                                   | 2   | 1     | 2     | ok                                                      | 1     | 2             | wants own agreement                                                   | 2               | 4     | attached                    |
| Provide exceptions/changes desired by depository agreement and pledge agreement.                                                             | 3   | 0     | 0     | will review after award...                              | 0     | 0             | own                                                                   |                 | 0     | no answer                   |
| <b>Implementation Timeline</b>                                                                                                               |     |       |       |                                                         |       |               |                                                                       |                 |       |                             |
| Provide timeline for implementation of contract. Include defined activity and party assigned responsibilities.                               | 1   | 2     | 2     | ok reasonable                                           | 2     | 2             | reasonable                                                            |                 | 0     | no answer                   |
| <b>Required Services</b>                                                                                                                     |     |       |       |                                                         |       |               |                                                                       |                 |       |                             |
| <b>Account Structure</b>                                                                                                                     |     |       |       |                                                         |       |               |                                                                       |                 |       |                             |
| Describe bank's account structure. Bank provide sweep, if not what alternative?                                                              | 3   | 3     | 9     | sweep to GS - ECR at 0.80%                              | 3     | 9             | can sweep - wants to talk                                             | 0               | 0     | no sweep                    |
| Describe banks ability to provide ZBA Master structure. Bank sweep from individual accounts or through master account. How interest applied? | 3   | 3     | 9     | yes                                                     | 3     | 9             | 99 sublevles                                                          | 0               | 0     | no answer                   |
| Sweep activity reported on detailed daily or summarized monthly basis?                                                                       | 2   | 2     | 4     | same day                                                | 2     | 4             | daily                                                                 | 0               | 0     | no answer                   |
| If fund to be used, provide prospectus for sweep fund.                                                                                       | 2   | 2     | 4     |                                                         | 2     | 4             | ok invesco                                                            | 0               | 0     | no answer                   |

|                                                                                                                                  |   |   |   |                                                |   |   |                            |   |   |                                 |   |   |                                        |
|----------------------------------------------------------------------------------------------------------------------------------|---|---|---|------------------------------------------------|---|---|----------------------------|---|---|---------------------------------|---|---|----------------------------------------|
| interest bearing accounts, on what rate based? If managed rates are used what bank expect rates in next 2 years                  | 2 | 3 | 6 | 0.80%- city can ask if falls below 0.70% of FF | 2 | 4 | 3 mo                       | 1 | 2 | 40% of 13 week auction discount | 3 | 6 | managed - now 0.85%                    |
|                                                                                                                                  |   |   |   |                                                |   |   |                            |   |   | 0.10% floor - 2% cap            |   |   |                                        |
| <b>Automated Cash Management Information Access</b>                                                                              |   |   |   |                                                |   |   |                            |   |   |                                 |   |   |                                        |
| Describe banks on-line service capabilities and system. List online capabilities                                                 | 3 | 3 | 9 | full                                           | 3 | 9 | full                       | 2 | 6 | basic                           | 3 | 9 | full                                   |
| Describe search capabilities for transactions and reports and retrieval/ download images.                                        | 3 | 3 | 9 | across modules                                 |   | 0 | across modules 1 year data | 2 | 6 | can                             | 3 | 9 | full                                   |
| All reporting processes/services web based? Paper backup needed on transactions?                                                 | 2 | 3 | 6 | ACH reversal only paper                        | 3 | 6 | yes                        | 1 | 2 | ACH requires paper              | 3 | 6 | yes                                    |
| Bank provide banking services to other entities using InCodesoftware? Two references with contacts                               | 3 | 3 | 9 | Wilacy County                                  | 2 | 6 | unknown but wide variety"  | 0 | 0 | no answer                       | 3 | 9 | Kerrville and Alvin                    |
| Detail availability and level or prior day and intra-day summary reporting. When prior day available? Intra realtime or delayed? | 3 | 2 | 6 | at open - real time basically                  | 2 | 6 | 2am then 30 minutes        | 0 | 0 | no answer                       | 2 | 6 | 5:30 then real time                    |
| Define transaction and summary history retention features                                                                        | 3 | 3 | 9 | 120 image and trans - 7 yrs                    | 3 | 9 | current 10 days all 1 year | 0 | 0 | no answer                       | 3 | 9 | extend to 90 days - prior day 120 days |
| Can customized reports draw across reporting modules and acativities? Describe features.                                         | 2 | 2 | 4 | yes                                            | 2 | 4 | yes                        | 0 | 0 | no answer                       | 2 | 4 | yes                                    |
| Describe provisions for off-site backup and continuation services in local or regional disaster situations. Back up available?   | 1 | 2 | 2 | live and redundant                             | 2 | 2 | ok                         | 0 | 0 | no answer                       | 2 | 2 | redundent                              |
| Describe security protocols for online services. Who controls administration of security module                                  | 3 | 3 | 9 | City                                           | 3 | 9 | city                       | 0 | 0 | no answer                       | 3 | 9 | pass,encryption, virus, audits         |
| What hours available for tech support? Where is tech support located? How provided?                                              | 2 | 2 | 4 | 7 to 6                                         | 2 | 4 | 7 to 6                     | 0 | 0 | no answer                       | 2 | 4 | 6 to 9pm                               |
| Submit link to online system of samples of reports.                                                                              | 3 | 1 | 3 | gives samples but no link - will demo          | 2 | 6 | link                       | 0 | 0 | no answer                       | 2 | 6 | link                                   |
|                                                                                                                                  |   |   |   |                                                |   |   |                            |   |   |                                 |   |   |                                        |
| <b>Deposit Services</b>                                                                                                          |   |   |   |                                                |   |   |                            |   |   |                                 |   |   |                                        |
| Banks daily cutoff time to banking center and vault?                                                                             | 2 | 3 | 6 | 5pm same day                                   | 3 | 6 | 5, 9 at vault              | 0 | 0 | ACH 4pm 2 days prior            | 3 | 6 | branch and vault - free armored carr   |
| Must deposit be made at vault? Where located? What delay may occur with deposits/transfers? Nearest vault services?              | 3 | 2 | 6 | can use vault or branch                        | 2 | 6 | no                         | 1 | 3 | vault in Pharr - use ??         | 2 | 6 | no                                     |
| Bank provide deposit location tracking? Online reports include activity location?                                                | 3 | 2 | 6 | yes                                            | 2 | 6 | yes                        | 1 | 3 | Armored provided???             | 2 | 6 | yes                                    |
| bank require or preter strapping and rolling? Cost options/benefits for chas/checks? Coin check? Strapping/rolling?              | 2 | 2 | 4 | not required at vault                          | 2 | 4 | none                       | 2 | 4 | no                              | 2 | 4 | none                                   |
| Limit to number deposits in one deposit bag? Handled as separate advices?                                                        | 2 | 2 | 4 | no                                             | 2 | 4 | ptrfrtrf                   | 2 | 4 | no                              | 2 | 4 | one                                    |
| When credit/debit advices sent to city form deposit locations? Advices sent electronically?                                      | 2 | 2 | 4 | prior day report                               | 2 | 4 | mail                       | 0 | 0 | no answer                       | 3 | 6 | mail or email                          |
| asist with vendor ACH?                                                                                                           | 2 | 1 | 2 | no                                             | 2 | 4 | yes                        | 0 | 0 | no answer                       | 2 | 4 | yes                                    |
| bank provide online portal services for bills be added to webiste to facilitate credit card payments.                            | 2 | 0 | 0 | 3Q 2017 plan                                   | 3 | 6 | gateway connect            | 0 | 0 | no answer                       | 3 | 6 | E-Bill expres                          |
| How bank handle discrepancies in deposit amounts? Settlement process followed?                                                   | 2 | 2 | 4 | post both + advice                             | 2 | 4 | processes adj              | 0 | 0 | nonsense answer                 | 2 | 4 | write off adj                          |
| How/when notification of return items take place?                                                                                | 3 | 2 | 6 | mailed                                         | 2 | 6 | mail & online              | 2 | 6 | daily                           | 2 | 6 | online                                 |
| What deposit bags used or required? Available at bank? Cost?                                                                     | 2 | 2 | 4 | poly seal                                      | 3 | 6 | poly - free                | 0 | 0 |                                 | 2 | 4 | polyseal - purchase                    |
| Dual verification security measures used on receipt deposits at locations?                                                       | 2 | 2 | 4 | yes                                            | 2 | 4 | yes                        | 2 | 4 | yes                             | 2 | 4 | yes                                    |

|                                                                                                                            |   |   |   |                                                      |   |   |                     |   |   |                           |   |   |                                    |
|----------------------------------------------------------------------------------------------------------------------------|---|---|---|------------------------------------------------------|---|---|---------------------|---|---|---------------------------|---|---|------------------------------------|
| Provisional credit given on deposit before verification, when verification occur?                                          | 2 | 1 | 2 | not given                                            | 2 | 4 | dsmr                | 1 | 2 | 48 hrs to verify          | 2 | 4 | yes                                |
| How much advance notice required on coin/currency orders? Orders places online? Minimum?                                   | 3 | 2 | 6 | by 11 on VCR                                         | 2 | 6 | pvtr \$1000 - 24 hr | 0 | 0 | no answer                 | 3 | 9 | online or call - or standing by 11 |
| Include list of banks deposit locations within city limits by type?                                                        | 3 | 2 | 6 | map                                                  | 2 | 6 | ok                  | 0 | 0 | no answer                 | 2 | 6 | three                              |
| Bank have RCK processing? What choices doe scity have on dates for re-presentment by ACH?                                  | 2 | 0 | 0 | no                                                   | 0 | 0 | no                  | 0 | 0 | no answer                 | 3 | 6 | yes                                |
| Price and report total fees which apply to sample deposit outlined below.                                                  | 1 | 1 | 1 | 59.88 branch, 54.53 vault                            | 3 | 3 | 28.84, 18.06        | 0 | 0 | no answer                 | 1 | 1 | 110.70 B or 110.70 V               |
| <b>Remote Electronic Check Acceptance</b>                                                                                  |   |   |   |                                                      |   |   |                     |   |   |                           |   |   |                                    |
| Describe banks process and capabilities for remote capture. Equipment, capabilities, limitations?                          | 3 | 2 | 6 | yes w/ online training                               | 2 | 6 | yes                 | 2 | 6 | yes 9pm                   | 2 | 6 | yes                                |
| Give 3 references for comparable entities. Contact name/number.                                                            | 1 | 2 | 2 | ok                                                   | 2 | 2 |                     | 2 | 2 | ok                        | 2 | 2 | ok                                 |
| Can multiple batches deposit during business day? Cut off time? Limitations on batch size/transmissions per day?           | 2 | 2 | 4 | yes - 9pm                                            | 2 | 4 | yes                 | 2 | 4 | yes                       | 2 | 4 | yes - 6 free scanners              |
| Options city has in scanners for use in various volume locations? Equipment available through contact?                     | 3 | 1 | 3 | purchase Digital                                     | 3 | 9 | free                | 1 | 3 | purchase epson            | 3 | 9 | 6 free                             |
| Describe training services for initiation remote deposit.                                                                  | 1 | 2 | 2 | online                                               | 2 | 2 | local               | 2 | 2 | rep will                  | 3 | 3 | on site, user guides, recorded     |
| <b>Standard Disbursing Services</b>                                                                                        |   |   |   |                                                      |   |   |                     |   |   |                           |   |   |                                    |
| When check clearing info available online in intra-day reporting? How long transaction info online?                        | 3 | 2 | 6 | 120 days                                             | 3 | 9 | 6:30am - 1 year     | 2 | 6 | next day - 12 months      | 2 | 6 | 8 and 9 all day                    |
| Does bank image all checks, deposit slips and deposit items?                                                               | 3 | 2 | 6 | checks, slips and items                              | 2 | 6 | yes checks & slips  | 2 | 6 | yes                       | 2 | 6 | yes                                |
| City requir bank shall cash free of charge on payroll checks for employees.                                                | 3 | 0 | 0 | wil lnot charge but reserves right to change to \$10 | 3 | 9 | yes                 | 2 | 6 | only on us                | 2 | 6 | yes                                |
| Describe payment consolidation services available. What data transfer options available for payment consolidation systems? | 2 | 3 | 6 | Integrated Payables                                  | 3 | 6 | payables solution   | 0 | 0 | none                      | 2 | 4 | full                               |
| Define/illustrate payee info provided for single and multiple payments.                                                    | 2 | 2 | 4 | payee, \$\$, date maybe more                         | 1 | 2 | recon...            | 0 | 0 | no answer                 | 2 | 4 | all info                           |
| <b>Positive Pay and Reconciliation</b>                                                                                     |   |   |   |                                                      |   |   |                     |   |   |                           |   |   |                                    |
| Describe data file and timing requirements for check registers for positive pay.                                           | 2 | 2 | 4 |                                                      | 2 | 4 | file or online      | 1 | 2 | file                      | 2 | 4 | file, online                       |
| Is positive pay input for manual checks available online? Describe                                                         | 3 | 3 | 9 | online                                               | 3 | 9 | yes                 | 0 | 0 | file                      | 3 | 9 | yes                                |
| Exception reporting and handling managed online?                                                                           | 2 | 3 | 6 | yes                                                  | 3 | 6 | yes                 | 1 | 2 | email bank to request     | 3 | 6 | yes                                |
| What time is positive pay info reported to city? How? Email available?                                                     | 3 | 1 | 3 | 9:30 AM                                              | 2 | 6 | email 9 am          | 2 | 6 | 1st in am                 | 2 | 6 | 11am                               |
| What time positive pay response required for city exception elections?                                                     | 3 | 1 | 3 | noon                                                 | 1 | 3 | noon                | 1 | 3 | 11am                      | 3 | 9 | 4pm                                |
| Bank have payee positive pay available? Describe                                                                           | 3 | 0 | 0 | in development                                       | 2 | 6 | yes                 | 0 | 0 | no                        | 2 | 6 | yes                                |
| Bank review exceptions such as encoding errors for repair before creating exception item?                                  | 2 | 2 | 4 | yes                                                  | 2 | 4 | yes                 | 0 | 0 | no                        | 2 | 4 | yes                                |
| Checks including received over counter verified against positive pay file before processing?                               | 2 | 1 | 2 | next day                                             | 2 | 4 | yes                 | 2 | 4 | yes                       | 2 | 4 | yes                                |
| Banks liability policy for fraudulent checks hitting accounts?                                                             | 2 | 2 | 4 | noncustomer deposit                                  | 2 | 4 | same                | 1 | 2 | submit an affidavit if so | 2 | 4 | same                               |
| Can bank provide fraud control paper check stock?                                                                          | 1 | 1 | 1 | yes                                                  | 0 | 0 | no use PP           | 1 | 1 | stock company             | 1 | 1 | yes - company                      |
| Describe partial and full reconciliation services.                                                                         | 2 | 2 | 4 |                                                      | 2 | 4 | ok                  | 2 | 4 | ok                        | 2 | 4 | ok                                 |



|                                                                                                                     |   |   |   |                     |   |   |                                              |   |   |                                                 |   |   |                                               |
|---------------------------------------------------------------------------------------------------------------------|---|---|---|---------------------|---|---|----------------------------------------------|---|---|-------------------------------------------------|---|---|-----------------------------------------------|
| Describe transmission file requirements.                                                                            | 1 | 2 | 2 |                     | 2 | 2 | file                                         | 2 | 2 | fixed csv and manual                            | 3 | 3 | online, direct or file trans                  |
| Bank currently able to post directly to city InCodesystem?                                                          | 3 | 1 | 3 | flexible            | 2 | 6 | variety                                      | 0 | 0 | no answer                                       | 3 | 9 | yes                                           |
| whn reconciliation reports available? Online? How long online? Contain images of checks?                            | 2 | 2 | 4 | online 120 days     | 2 | 4 | 180 days                                     | 2 | 4 | online at begin of mo - 12 months               | 2 | 4 | 1 day online 4 mail                           |
| Provide samples of reports                                                                                          | 2 | 2 | 4 | ok                  | 2 | 4 | ok                                           | 2 | 4 | attached                                        | 2 | 4 | listed                                        |
|                                                                                                                     |   |   |   |                     |   |   |                                              |   |   |                                                 |   |   |                                               |
| <b>Wires and Internal Transfer Services</b>                                                                         |   |   |   |                     |   |   |                                              |   |   |                                                 |   |   |                                               |
| Can wires and transfer transactions initiated/monitored online?                                                     | 3 | 2 | 6 | yes                 | 2 | 6 | online or phone                              | 2 | 6 | online phone or fax                             | 2 | 6 | online and mobile and phone                   |
| Can templates be created and stored? Template storage fee?                                                          | 3 | 2 | 6 | yes                 | 2 | 6 | yes                                          | 2 | 6 | yes - no fee'                                   | 2 | 6 | fee -                                         |
| What level security release do repetitive/nonrepetitive wires require? Authorization same for both?                 | 2 | 2 | 4 |                     | 2 | 4 | sign on - token-dual auth                    | 2 | 4 | dual                                            | 2 | 4 | dual                                          |
| Future dating of wires and transters available? How far advance?                                                    | 2 | 2 | 4 | year                | 2 | 4 | 14                                           | 1 | 2 | 3 days                                          | 2 | 4 |                                               |
| State wire access, posting, and cutoff times.                                                                       | 1 | 2 | 2 | standard            | 2 | 2 | standard                                     | 2 | 2 | 2 :00phne, 4pm online                           | 2 | 2 | settlement                                    |
| State banks policy on ledger balances for wires in anticipation of scheduled activity.                              | 3 | 1 | 3 | avaiable            | 2 | 6 | collections with exceptions                  | 1 | 3 | collected                                       | 2 | 6 |                                               |
| Can internal account transfers be processed totally online?                                                         | 2 | 2 | 4 | yes                 | 2 | 4 | yes                                          | 2 | 4 | yes                                             | 2 | 4 |                                               |
| <b>Optical Imaging</b>                                                                                              |   |   |   |                     |   |   |                                              |   |   |                                                 |   |   |                                               |
| Describe banks optical imaging process and list items captured with retention schedules.                            | 3 | 2 | 6 |                     | 2 | 6 | yes 1 year                                   | 2 | 6 | checks, items. Slips and statements - 12 months | 3 | 9 | checks, doc, paid items, returns, adjustments |
| What images available online? When? How long images available on line?                                              | 3 | 2 | 6 | same                | 2 | 6 | checks, items, statements and slips - 1 year | 2 | 6 | same                                            | 2 | 6 | same                                          |
| What other archiving facilities available through bank?                                                             | 2 | 1 | 2 | statement view      | 2 | 4 | CD                                           | 0 | 0 | no answer                                       | 2 | 4 | 30 days then 7 trs                            |
| <b>ACH Services</b>                                                                                                 |   |   |   |                     |   |   |                                              |   |   |                                                 |   |   |                                               |
| Is Ach service available online individual transactions as file transmission? Cut off times for each?               | 3 | 2 | 6 | file, batch, single | 2 | 6 | file, batch, single                          | 2 | 6 | 2 days prior by 4pm                             | 2 | 6 | file, batch , single                          |
| How individual ACH transactions input online? Security features in place?                                           | 3 | 2 | 6 | yes                 | 3 | 9 | second approval                              | 0 | 0 |                                                 | 3 | 9 | encrypt, admin security                       |
| What policy and process for ACH returned items?                                                                     | 2 | 2 | 4 | NOC sent mail       | 2 | 4 | return reclear                               | 0 | 0 |                                                 | 2 | 4 |                                               |
| Can ACH items and files be future dated?                                                                            | 2 | 2 | 4 | 7 days              | 2 | 4 | no ##                                        | 1 | 2 | yes - no time given                             | 3 | 6 | 45 days                                       |
| What specific filters and blocks available on accounts? Describe fraud filter and block options.                    | 3 | 1 | 3 | block, orig,        | 2 | 6 | block, orig, and \$\$                        | 0 | 0 | no answer                                       | 3 | 9 | full                                          |
| Ach addenda shown online on reporting statements? Require EDI or additional service for access?                     | 2 | 2 | 4 | EDI or fax          | 2 | 4 | online                                       | 1 | 2 | not online but on paper if requested            | 2 | 4 | EDI                                           |
| City require pre-noting? Charged as standard Ach transaction?                                                       | 2 | 2 | 4 | recommend           | 2 | 4 | recommend                                    | 1 | 2 | \$0.05 plus \$5 for file                        | 2 | 4 | recommended                                   |
| <b>Safekeeping Services</b>                                                                                         |   |   |   |                     |   |   |                                              |   |   |                                                 |   |   |                                               |
| Is online trade input available? Account be monitored online?                                                       | 2 | 2 | 4 | no online           | 2 | 4 | at bank                                      | 2 | 4 | bank watches                                    | 1 | 2 | can provide but no answers                    |
| Describe bank safekeeping arrangements. Identify correspondant bank used for custody.                               | 2 | 2 | 4 | at BBVA             | 2 | 4 | at Frost                                     | 2 | 4 | Frost                                           | 1 | 2 |                                               |
| Define process or correspondent and confirm same day crediting/debiting on transactions. Describe actions required. | 2 | 2 | 4 | BBVA                | 2 | 4 | Frost                                        | 2 | 4 | they watch Frost/confirm                        | 1 | 2 |                                               |
| Are safekeeping fees hard charged or available through account?                                                     | 2 | 1 | 2 | hard charge         | 2 | 4 | AA                                           | 2 | 4 | AA                                              | 1 | 2 | AA                                            |
| Does bank provide call and maturity notification? How and when?                                                     | 2 | 2 | 4 | yes                 | 3 | 6 | yes and online                               | 2 | 4 | yes                                             | 1 | 2 |                                               |

|                                                                                                    |   |   |   |                             |   |   |                           |   |   |                      |   |   |
|----------------------------------------------------------------------------------------------------|---|---|---|-----------------------------|---|---|---------------------------|---|---|----------------------|---|---|
| When are delivery instructions required? Firm cut off?                                             | 2 | 2 | 4 | noon - best effort - no fee | 1 | 2 | 11am - \$25 late          | 1 | 2 | 11am                 | 1 | 2 |
| Fee charged for late intructions?                                                                  |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| <b>Collateral Requirements</b>                                                                     |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| Confirm agreement to each collateral condition stated.                                             | 3 | 1 | 3 | LOC                         | 2 | 6 | ok                        | 2 | 6 | up to \$40mm - Frost | 2 | 6 |
| Will there be a fee for collateral?                                                                | 3 | 2 | 6 | no                          | 2 | 6 | no                        | 2 | 6 | no but may use LOC   | 2 | 6 |
| What financial institution will be used as custodian?                                              | 2 | 2 | 4 | FHLB LOC                    | 2 | 4 | Fed or BNY                | 2 | 4 | Frost or LOC FHLB    | 2 | 4 |
| Are online systems available for city inquire on collateral?                                       | 3 | 0 | 0 | no                          | 2 | 6 | at BNY                    | 0 | 0 | no                   | 2 | 6 |
| <b>Account Analysis</b>                                                                            |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| Provide sample account analysis.                                                                   | 2 | 2 | 4 |                             | 2 | 4 |                           | 2 | 4 |                      | 2 | 4 |
| State how and when analysis will be available each month.                                          | 2 | 2 | 4 | 7 days                      | 2 | 4 | 12th                      | 2 | 4 | "beginning of mo"    | 2 | 4 |
| Is analysis provided online? How long is analysis maintained online?                               | 2 | 2 | 4 | online 120 days             | 2 | 4 | 1 month                   | 0 | 0 | no                   | 2 | 4 |
| <b>Monthly Statements</b>                                                                          |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| Provide sample statement.                                                                          | 2 | 2 | 4 |                             | 2 | 4 |                           | 2 | 4 | ok                   | 2 | 4 |
| How are statements available, online or paper?                                                     | 2 | 2 | 4 | online - delay on recon     | 2 | 4 | online                    | 1 | 2 | \$2 if want paper    | 2 | 4 |
| When is statement available online?                                                                | 2 | 2 | 4 | 1st day                     | 2 | 4 | next day                  | 2 | 4 | next day             | 2 | 4 |
| How long are statements maintained online?                                                         | 2 | 2 | 4 | 120                         | 2 | 4 | 180 days                  | 2 | 4 | 12 months            | 2 | 4 |
| Is ther a fee for electronic statements monthly?                                                   | 2 | 2 | 4 | no fee                      | 2 | 4 | no                        | 2 | 4 | no                   | 1 | 2 |
| <b>Account Executive</b>                                                                           |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| Provide outline client support structure. What level support available from local representatives? | 2 | 2 | 4 |                             | 2 | 4 |                           | 2 | 4 |                      | 2 | 4 |
| Provide names and titles of proposed account executives.                                           | 2 | 2 | 4 |                             | 2 | 4 |                           | 2 | 4 |                      | 2 | 4 |
| How are daily operational difficulties be handled?                                                 | 2 | 2 | 4 |                             | 2 | 4 |                           | 2 | 4 |                      | 2 | 4 |
| What kind of technical support available afer bussiness hours and on weekends?                     | 2 | 2 | 4 |                             | 2 | 4 |                           | 2 | 4 |                      | 2 | 4 |
| <b>Overdrafts</b>                                                                                  |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| Are accounts aggregated for overdraft calculations?                                                | 3 | 1 | 3 | stand alone                 | 3 | 9 | aggregated                | 3 | 9 | yes for NSF          | 2 | 6 |
| What charges are made for overdrafts?                                                              | 2 | 1 | 2 | prime + 4%                  | 2 | 4 | prime + 3%                | 0 | 0 | 18%                  | 2 | 4 |
| <b>Stop Payments</b>                                                                               |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| Describe stop pay process and any bank policy stop pays.                                           | 2 | 2 | 4 | online - wanst 24 hr        | 2 | 4 | 6 months or online 12 mos | 0 | 0 |                      | 2 | 4 |
| How long standard stop pays and renewals remain in effect? What options available?                 | 2 | 3 | 6 | 24 months                   | 2 | 4 |                           | 2 | 4 | 180 days             | 2 | 4 |
| How is stop renewal or cancellation accomplished online?                                           | 2 | 1 | 2 | re-enter as new             | 1 | 2 | re-enter                  | 1 | 2 | new one              | 2 | 4 |
| What is deadline for same day action?                                                              | 2 | 2 | 4 | 9pm online                  | 2 | 4 | 4pm or 6 online           | 2 | 4 | 9pm                  | 2 | 4 |
| Will online system verify check was cleared before accepting stop pay?                             | 2 | 1 | 2 | not auto                    | 3 | 6 | yes                       | 3 | 6 | yes                  | 3 | 6 |
| <b>Optional Banking Services</b>                                                                   |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| <b>Check Printing</b>                                                                              |   |   |   |                             |   |   |                           |   |   |                      |   |   |
| Does bank provide check printing service? Describe                                                 | 2 | 2 | 4 | yes, flexible               | 2 | 4 | partner with Fidelity     | 0 | 0 | not available        | 2 | 4 |
| What is turn around time of check file to mailing?                                                 | 2 | 3 | 6 | 10pm for next day           | 3 | 6 | 11pm                      | 0 | 0 |                      | 3 | 6 |
| What requirements bank have on detail transactions?                                                | 2 | 2 | 4 | standard                    | 2 | 4 | standard stock            | 0 | 0 |                      | 2 | 4 |

[illegible]



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                                                              |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                                                                                                                                                        |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1171 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to approve 2017-2018 Interlocal Agreement with County of Hidalgo for the implementation of the Community Development Block Grant (CDBG) under Grant No. B-17-UC-48-0501 setting the City's allotment at \$276,051.00 for activities to be carried out in the City's jurisdiction, and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department). |                 |                                                              |  |
| <b>Background:</b><br>The 2017 Interlocal Agreement is attached, including Exhibit A showing our proposed activities and Exhibit A-1, the Code of Conduct that needs to be signed by each City Commission member.                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                           | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| Elizabeth Walker                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 | Created/Initiated                                            |  |
| Mary Barrera                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Recommend approval.                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Attachments, if any:</b><br>2017 Interlocal Cover Letter, 2017 Interlocal Agreement                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b><br>Mayor execute the Interlocal Agreement. Each member of the City Commission executes one copy of the Code of Conduct.                                                                                                                                                                                                                                                                                    |                 |                                                              |  |



## URBAN COUNTY PROGRAM

427 E. DURANTA AVENUE, SUITE 107 • ALAMO, TX 78516 • (956) 787-8127 FAX (956) 318-2988  
E-mail: [ucp@co.hidalgo.tx.us](mailto:ucp@co.hidalgo.tx.us)

August 2, 2017

All City Managers,  
Hidalgo County

***Re: 2017-2018 Fiscal Year Interlocal Agreement***

To All City Managers:

Attached is the Interlocal Agreement for the 2017 - 2018 fiscal year that must be approved by your city council. Please return the Interlocal Agreement to the Urban County Program office no later than *Friday, August 25, 2017*. In addition, minutes reflecting city council's approval of the Interlocal Agreement are also required. The UCP will accept signed and stamped excerpts of minutes in lieu of official minutes not being ready before the due date. Please see guidelines below:

**Codes of Conduct** – In addition to various Exhibits in the Agreement, the Agreement contains Exhibit A-1, the Code of Conduct Certifications. The Code of Conduct must be signed by each city council member, the city secretary, and city manager. Note that there are only five (5) copies of the Code of Conduct included in your Agreement; make additional copies for signature as needed.

**Signing the Codes of Conduct** – In **blue ink**, the Codes of Conduct must be signed by each city council member, the city secretary, and the city manager.

**Signing the Interlocal Agreement** – In **blue ink**, the Agreement must be signed by the Mayor and the city secretary.

**Failure to Submit the Interlocal Agreement** – The Interlocal Agreement is due every fiscal year for cities participating in the Urban County Program. *Failure to submit approved Interlocal Agreement by August 25, 2017 will result in forfeiture of funds.*

Please have the city council approve the agreement. Once the agreement has been returned to UCP with approval and signatures, the agreements will then be submitted to Commissioner's Court to complete the required approval process. Once formally approved, a copy will be forwarded to each city for your administration files. Should you have any questions or concerns, please do not hesitate to contact your program coordinator or myself at 956-787-8127.

Sincerely,

  
Diana R. Serna, Director  
DRS/ml

Enclosures

# INTERLOCAL AGREEMENT

STATE OF TEXAS           §  
                                          §  
COUNTY OF HIDALGO   §

This Interlocal Agreement made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as the “County” and the [City of Weslaco](#), a municipal corporation under the laws of the State of Texas, hereafter referred to as “City”.

## WITNESSETH

WHEREAS, the Department of Housing and Urban Development made a Determination of Essential Powers on November 16, 1987 which depicts Hidalgo County as having the “essential powers” to carry out community renewal and lower income housing assistance in the County, and

WHEREAS, the Department of Housing and Urban Development formally allocated [\\$7,153,530.00](#) of Fiscal Year [2017](#) Community Development Block Grant (CDBG) Funds under Grant No. [B-17-UC-48-0501](#) to County, and

WHEREAS, the City and County have entered into a Cooperation Agreement which allows the County to use the City’s population as the basis for qualification as an Urban County, and

WHEREAS, both the County and the City need to set out basic administrative understandings for the proper expenditure of CDBG funds as set out in 24 CFR.570 and other related federal rules and regulations as they apply to Subrecipients.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

## SECTION I Rules and Regulations

The City agrees to cooperate with the County in respect to the implementation of CDBG activities to be carried out in the City’s jurisdiction as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds. Both City and County agree and understand that the County is the grantee for the CDBG funds and the City is subject to all rules and regulations governing Subrecipients under 24 CFR 570.

**SECTION II**  
**Applicability of Uniform**  
**Administrative Requirements**

The County understands that it is responsible for the maintenance, retention, accessibility and public disclosure of all records, expenditures and files as may be promulgated for the administration of CDBG funds and as may be required by 24 CFR 570 and the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments." (24 CFR Part 85) or any variation as may be approved by HUD. The City agrees to work with the County to make available all data, information and records as may be necessary for the proper accounting of all CDBG expenditures and activities. A description of City and County responsibilities can be found in Exhibit B Matrix. City agrees to make all records available to the County and shall not be the custodian of any official records or information.

City agrees to comply with OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments"; OMB Circular A-133, "Audits of State and Local Governments" (implemented at 24 CFR Part 44) and with the following sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government":

- (1) Section 85.3, "Definitions";
- (2) Section 85.6, "Exceptions";
- (3) Section 85.12, Special grant or subgrant conditions for "high-risk grantees";
- (4) Section 85.20, "Standards for financial management systems," except paragraph (a);
- (5) Section 85.21, "Payment," except as modified by SS570.513;
- (6) Section 85.22, "Allowable costs";
- (7) Section 85.26, "Non-federal audits";
- (8) Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, "Supplies";
- (10) Section 85.34, "Copyrights";
- (11) Section 85.35, "Subawards to debarred and suspended parties";
- (12) Section 85.36, "Procurement," except paragraph (a);
- (13) Section 85.37, "Subgrants";
- (14) Section 85.40, "Monitoring and reporting program performance," except paragraphs (b)-(d) And (f);
- (15) Section 85.41, "Financial Reporting," except paragraphs (a), (b), and (e);
- (16) Section 85.42, "Retention and access requirements for records";
- (17) Section 85.43, "Enforcement";
- (18) Section 85.44, "Termination for convenience";
- (19) Section 85.51, "Later disallowances and adjustments"; and
- (20) Section 85.52, "Collection of amounts due."

Notwithstanding the requirements of OMB Circular A-133; the City agrees to submit a yearly Certified City Financial Audit regardless of the dollar amount expended in that fiscal year in the time and manner prescribed by the County.



### **SECTION III**

#### **Other Program Requirements**

The City agrees to comply with “Other Program Requirements” as listed in Exhibit D (24 CFR 570.600-611) except for the environmental responsibilities outlined at 24 CFR 570.604 and the review process under Executive Order 12372.

### **SECTION IV**

#### **Allocation**

The City understands that the Urban County allocation has been set at [\\$7,153,530.00](#) for [Fiscal Year 2017](#) and that City’s allotment has been set at [\\$276,051.00](#). The City agrees to cooperate with the county in the expenditure of these funds for the activities so described in Exhibit A of this Agreement and that Exhibit A is an integral part of this Agreement.

The City further agrees to inform the County on any changes in scope, funding or location of the activities listed on Exhibit A prior to executing any change. Any changes proposed by City must be approved by the County in reference to eligibility, program compliance and citizen participation requirements.

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in [Fiscal Year 2017](#). In consideration for the same, the City agrees not to have more than 1.5 times its annual allocation in its line of credit by [April 30, 2018](#). Funds in excess of the 1.5 standards shall be subject to the Recapture Policy of the Urban County Program. The County shall recapture any and all unobligated funds that a City fails to expend or obligate by [June 30, 2018](#) and shall expend such unobligated funds as it may deem appropriate.

### **SECTION V**

#### **Access**

The City and County both agree to give the Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, or any of its authorized representatives, access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City or County for a period as such records are legally required to be maintained by the City or County.

### **SECTION VI**

#### **Monitoring**

The County reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. City shall attend a compliance seminar after the award of funds and prior to the first draw. After each monitoring visit, County shall provide City with a written report of the monitor's inspection. If the monitoring report finds deficiencies in City's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by City. Failure by City to take action as specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section XIV of this Agreement.

## **SECTION VII**

### **Conflict of Interest**

In compliance with 24 CFR 611, the City and County both covenant that no member of their respective governing bodies nor any staff member who exercises influence on the decision making process, presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A or will receive federal assistance from any activity.

The City and County both agree that no person who is an elected official, employee, consultant, or agent of the City or County shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No City or County employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

Code of Conduct Certification attached to this agreement must be signed by elected officials, employees, consultants, or agents to the City. (See attachment A-1)

## **SECTION VIII**

### **Religious Activities**

The City and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this program be used for sectarian or religious activities.

## **SECTION IX**

### **Real and Property Assets**

The City and County agree that any property, real or personal, duly acquired with CDBG funds allocated to City shall become property of the City and shall be afforded the same maintenance and protection as other City property. City and County further agree that any real or personal property acquired shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

City agrees not to purchase any real or personal assets unless so permitted by the County and such procurement shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

The City agrees to maintain any real or personal asset in a prudent manner so as to ensure its useful life and to protect the federal government's interest in such real or personal asset from the perils of fire, storm, flood or theft through insurance coverage in the amount as may be deemed prudent by County. Failure to secure such protection shall be cause for termination of this agreement.

Any asset acquired or improved in part or in whole with CDBG funds must be used in an activity that is eligible and meets one of the national objectives listed in 24 CFR 570.208. Any asset acquired or improved in part or in whole with CDBG funds in excess of \$ 25,000 must be used for the CDBG activity so planned including the beneficiaries of such use. Any change in use or

beneficiaries must be subject to the citizen participation requirements and approved by the County.

Should any use of an asset not qualify as meeting one of the national objectives or is not an eligible use under 24 CFR 570.200, the City shall reimburse the County the amount of the current fair market value of the asset less any portion thereof attributable to expenditures of non-CDBG funds in the acquisition or improvement of the asset.

The above requirements attributed to assets over \$25,000 shall remain in force for a period of five years after the final closeout of the County's participation in the Urban County Program. The disposition of any asset improved or acquired in part or in whole with CDBG funds by the City must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to the County if the asset is no longer being used to meet one of the national objectives or in any case where the City no longer uses the asset for its intended use.

## **SECTION X**

### **Jurisdiction**

The City and County agree to accept the jurisdiction of the Department of Housing and Urban Development in matters relating to the proper administration of programs and the proper expenditure of CDBG funds.

The City and County agree that the County is responsible for the proper administration of programs and the proper expenditure of CDBG funds and recognize that the County will be responsible for audit or programmatic findings or exceptions made by the HUD or any other agency that may exercise jurisdiction over HUD or any other agency that may exercise jurisdiction over HUD funds or programs.

In cases of an audit finding or exception based on action or inaction, representation or misrepresentation of the City, the City agrees to resolve such audit finding or exception for and on behalf of the County. Remedial actions that may be taken for the resolution of an audit finding or exception are defined in 24 CFR 570.910 and include the withholding of funds to the City for any outstanding finding(s) or exception(s). (See Exhibit-E)

The City understands and agrees this Interlocal Agreement shall remain in full force and effect until the Department of Housing and Urban Development has closed this Program Year [\(B-17-UC-48-0501\)](#) and accepted any resolutions to any and all audit or programmatic finding(s) or concern(s).

## **SECTION XI**

### **Payment Requests and Program Income**

The City agrees to follow administrative directions from the County in the areas of documenting and processing payment requests. The City further agrees to allow the County to make all payments and to account for all program income from any of its CDBG activities that may generate program income as outlined in this Section.

The City and County agree that program income generated from any approved CDBG project shall be retained by the City as long as such City provides the County by the 15th of each month, an accounting as may be required by the County of program income earned, retained, and

expended by the City. The City shall be allowed to use the program income for the same or similar activities as generated the program income. Failure of the City to report program income as required shall cause the County to require all program income to be recovered by the County.

## **SECTION XII**

### **Section 108 Loan Guarantee**

County and City both agree that they may implement certain eligible activities as outlined in 24 CFR 570.703 with loan funds from the Section 108 Loan Guarantee Program as described in 24 CFR 570.700-709 approved and adopted November 6, 1991 (Vol. 56, No. 215 Federal Register).

The County and City will be allowed to submit an application for such funds per funding year in an amount less than three times its current allocation. Should the City or County submit more than one application during any combination of years, the cumulative amount of loan funds requested shall not exceed the total amount of five years of the current allocation. The City agrees that it will bear the full expense of obtaining Section 108 financing for the period of the repayment of Section 108 funds.

The County and City agree that they will maintain a legal binding relationship with each other under the terms of this Agreement and all previously signed Cooperation Agreement if the City wishes to participate in the Section 108 Loan Guarantee Program for the full term of the Section 108 Loan Agreement. The City agrees to pledge its current and future CDBG allocation and other security consideration as may be required, depending on the project risk, as security for the Section 108 Loan and such security pledge shall not bind or affect other cities' allocation in the Urban County Program.

Such legal binding relationship and security pledge shall remain in full force and effect for the full term of the Section 108 Loan Guarantee agreement and this agreement shall survive for the term of the Section 108 Loan. Details of any current Section 108 loan are included herein as Exhibit C, if applicable.

## **SECTION XIII**

### **Legal Action**

The City agrees to notify the County when a problem arises that may lead to any legal action or claim against the City and/or County. The City agrees to furnish to the County any information with respect to such action or claim. The City agrees not to take any action with respect to any legal matter or claim sought against the City and/or County without advice and consent of the County.

## **SECTION XIV**

### **Suspension and Termination**

City understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the City materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

**SECTION XV**  
**Changes or Amendments**

The City agrees to notify the County on any changes or amendments that it may desire or need to carry out the CDBG program in its area. All changes or amendments must first obtain approval from the County prior to implementation. All changes or amendments must conform to all federal rules and regulations applicable to the CDBG program.

**SECTION XVI**  
**Essential Powers**

The City agrees that the County has the essential powers to implement any aspect of those activities identified in the 2013 – 2017 Five-Year Consolidated Plan & Strategy inclusive of specific projects identified in the annual One-Year Action Plan and subsequent amendments. The City further agrees to allow the County the authority to initiate, undertake and implement said projects within its jurisdictional boundaries without further notice to City by County for all projects identified in the 2013 – 2017 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this \_\_\_\_ Day of \_\_\_\_\_, 2017.

**ATTEST:**

\_\_\_\_\_  
**Arturo Guajardo, Jr.**  
**County Clerk**

\_\_\_\_\_  
**Ramon Garcia,**  
**Hidalgo County Judge**

**ATTEST:**

\_\_\_\_\_  
**City Secretary**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Date**

**Approved as to form**  
**By: Stephen L. Crain**  
**Date: June 5, 2015**

## **The following Exhibits are incorporated into the 2017 Interlocal Agreement:**

|                    |                                    |
|--------------------|------------------------------------|
| <b>Exhibit A</b>   | 2017 Proposed Activities           |
| <b>Exhibit A-1</b> | Code of Conduct Enforcement        |
| <b>Exhibit B</b>   | Urban County Program Matrix        |
| <b>Exhibit C</b>   | Section 108 Loan Guarantee Program |
| <b>Exhibit D</b>   | Other Program Requirements         |
| <b>Exhibit E</b>   | Audit Finding or Exceptions        |

# Exhibit A

## 2017 Proposed Activities

| 2017                                                                             | WESLACO                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$276,051.00        |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>21A</b><br><b>Exempt</b><br><b>58.34(a)(3)</b>                                | <b>GENERAL PROGRAM ADMINISTRATION</b><br>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.<br><br>Location: City Hall 255 S. Kansas Street, Weslaco, TX 78596                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$2,510.00</b>   |
| <b>03J</b><br><b>Cat. Excluded</b><br><b>Not Subj. to</b><br><b>58.36 (b)(7)</b> | <b>WATER/SEWER IMPROVEMENTS</b><br>Project consists of Phase 3 of a multi- year funded project for the replacement of water lines and related street resurfacing improvements to the alleys/streets (between Texas Blvd/Kansas Avenue, Kansas Avenue/Illinois Avenue, Iowa/Michigan Avenue, Iowa/Oregon Avenue). 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.<br><br><b>Location:</b> Alleys and streets between Texas Blvd. and Kansas Ave. (from Buisness 83 to South Eighth St.); Alley between Kansas Ave. and Illinois Ave. (from Business 83 to Eighth St.); Alley Between Iowa Ave. and Michigan Ave. from Business 83 south to Sixth St.); Alley between Iowa Ave. and Oregon Ave. (from Seventh St. to Eighth St.), Weslaco, TX 78596<br>Census Data: 227.01 (01)<br>National Objective: 53.83% LMA<br>Goal Outcome Indicator: 900<br>Beneficiary Type: People | <b>\$268,541.00</b> |
| <b>05A</b><br><b>Exempt</b><br><b>58.34(a)(4)</b>                                | <b>SENIOR SERVICES – Amigos Del Valle</b><br>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.<br><br>Location: Casa de Amigos V: 1201 W. 6 <sup>th</sup> St., Weslaco, TX 78596<br>National Objective: LMC<br>Goal Outcome Indicator: 5<br>Beneficiary Type: People                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$5,000.00</b>   |

# **Exhibit A-1**

## **Code of Conduct Certifications**



# CODE OF CONDUCT

No employee, officer or agent of the ***County of Hidalgo-Urban County Program, sub-grantee or subrecipient*** shall participate in selection or in the award or administration of a contract or conduct business with a vendor if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. ***the employee, officer or any agent***
- B. ***any member of his immediate family***
- C. ***his or her partner***
- D. ***an organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award.***

The ***Urban County Program's , sub-grantee or subrecipient***, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, or vendors or potential vendors. Depending on gravity, violation of this Code of Conduct could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

## **Non-disclosure Policy**

No disclosure of verbal or written price quotations shall be made by any ***Urban County Program*** employee, sub-grantee or subrecipient. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the ***County of Hidalgo*** or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

## **Personal Interest**

No member of the ***Hidalgo County Commissioners*** or any officer or employee of the ***Urban County Program, sub-grantee or subrecipient*** shall have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract or in the sale to the ***Urban County Program, sub-grantee or subrecipient*** or to a contractor supplying the ***Urban County Program, sub-grantee or subrecipient*** of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the ***Urban County Program***. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the ***Urban County Program, sub-grantee or subrecipient*** found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the ***Urban County Program, sub-grantee or subrecipient*** shall render the contract voidable by the ***Urban County Director or the board of Commissioners***.

---

***Employee, Officer, or Agent Acknowledgment***

---

***Print or Type Name and Position/Title***

---

***Entity/Organization Name***

---

***Date***

# **Exhibit B**

## **Urban County Matrix**

### **Pre-Bid Activities**

#### ***Development of Annual Workplan***

This activity is a city responsibility with the county involvement only as is necessary to assure that the individual activities meet one of the three national objectives.

#### ***Revisions or Amendments to Annual Workplan***

Same as above (only two amendments allowed per fiscal year)

#### ***Eligibility Test on Activities***

This is a county responsibility working with the cities to assure all activities meet one of the three national objectives. The County will assure that the 51 percent benefit to low and moderate income persons can be verified and that the activities are eligible for funding. The county may request an eligibility determination from HUD should a difference of opinion arise between the City and the County.

#### ***Public Hearings***

This responsibility will be a shared responsibility between the Cities and the County. In accordance with the adopted Citizen Participation Plan, the Cities will conduct a public hearing in their respective Cities after public notice. The County will then have a second public hearing at the County level on the county-wide workplan, after public notice.

#### ***Environmental Assessment***

This is a County responsibility with concurrence and assistance by the Cities. The County will determine what level of clearance is needed and will do noise, hazard, historical, floodplain, etc. assessments as may be needed with as much city input as possible. The County Judge will consider the “do nothing” alternative after consultation with the respective Mayors. The County Judge and or UCP Staff will direct all mitigation efforts if necessary. The County Judge will sign all environmental assessment reviews and findings. (A County Signatory may be appointed: UCP Director)

#### ***Advertise for Professional Services***

This is a County responsibility whereby the County will advertise once a year for all professional services through a statement of qualifications process. The County will provide all data concerning proposed activities and type of services needed. This list will be sent to all Cities so that the Cities may decide on the professional services as they see the need for the services. Should a city need services not available from the list (UC-1 List) of Professional Services, the City shall advertise for the service after consulting with the Urban County Program staff.

### ***Selection of Professional Services Provider***

This is a City and County shared responsibility, based on the Texas Local Government code and other applicable laws and regulations. County will make sure that the provider is not a contractor's debarred list by consulting with the System for Award Management (SAM) website ([www.sam.gov](http://www.sam.gov)), prior to recommendation for awarding a contractor to Hidalgo County Commissioner's Court.

### ***Execute Professional Contracts***

The City will negotiate the Professional Service Contract, and submit a Best and Final Offer (BAFO) along with Scope of Services, Project Cost Estimate, Certificate of Debarment, CIQ Form and IRS W-9 Form. The County will prepare the Professional Contract Agreement documents and submit to Hidalgo County Commissioner's Court for approval of contract. Any modifications to the County contracts require prior approval of the County Legal Department. Once approved, the County will forward the contracts to the Professional Service Provider for proper signatures, they will return to the County for the County's execution and County will issue Notice to Proceed.

### ***Review of Preliminary Drawings***

This is a city responsibility.

### ***Solicit Davis-Bacon Wage Rates***

This is a County responsibility. The County will obtain wage rates from HUD for specific projects and will forward wage rates to the respective Cities and the Professional Service Provider to include in the bid specification packages.

### ***Review and Approval of Final Plans and Specifications***

This is a City responsibility where by the Mayor's signature will be required on all plans and specifications prior to bidding. Final plans should be forwarded to Urban County Program office prior to bid advertisement for compliance check.

### ***Advertise for Construction Bid***

This is a County responsibility. The County will advertise for all construction projects and will instruct bidders as to the availability of plans and specs, (to be picked up at Professional Service Provider's choice of location), and will advise bidders as to who will accept bids. (Hidalgo County Purchasing Department – any given Wednesday at 9:30am)

### ***Pre-Bid Conference***

This is a County responsibility. County will conduct a pre-bid conference if necessary at the Urban County program Conference Room, accompanied by the Professional Service Provider and the project's respective City.

## **Bid Activities**

### ***Ten Day Wage Rate Check***

This is a County responsibility. Ten days prior to any bid opening, the County will ascertain as to the applicability of the wage rate in the bid documents. Should the wage rate change all appropriate engineers will be notified and instructed to change wage rates.

### ***Accept Construction Bids***

This is a County Purchasing Department responsibility. The Hidalgo County Purchasing Department will accept bids as per the conditions set forth in the specification handbook.

### ***Accept and Tabulate Bids***

This is a County Purchasing Department responsibility with an Urban County, City, and Professional Service Provider representative at bid opening. The respective Professional Service Provider will review the bids received and make their recommendation to the Urban County Program.

### ***Research Apparent Low Bidder***

This is a shared responsibility. The respective Professional Service Provider will research and review apartment low bidder's past performances and their bids. The Urban County program will research the list of Debarred Contractor's and make a finding in the regard.

### ***Bid Recommendation***

This is a City responsibility. The respective Professional Service Provider will recommend the lowest and most responsible bid to the City. The city will send a recommendation to the County. County will request approval by Hidalgo County Commissioner's Court for approval of contract.

### ***Contract Award***

The County upon approval by Hidalgo County Commissioner's Court will prepare the contract documents and forward them to the approved Contractor for execution.

## **Pre-Construction Activities**

### ***Construction Contract and Bonds***

This is a shared responsibility. The Professional Service Provider will coordinate the execution of construction contracts to include Insurance, Payment and Performance Bonds. Once they receive four (4) original set of construction contracts they will submit to the County for execution. Any modifications to the construction contracts require prior review by Legal Department and approval by Hidalgo County Commissioner's Court.

### ***Pre-Construction Conference***

The Urban County Program will conduct a Pre-construction conference to inform the contractor of the various federal regulations such as Affirmative Action, Section 3 Compliance, and Davis-Bacon Wage Compliance. The Pre-construction conference will be held at the Urban County

Program Conference Room, with the city and professional service provider representatives present. Once contracts are signed, County will prepare and issue a Notice to Proceed.

#### ***Document Posting and Construction Signs***

This is a shared responsibility. The city and Professional Service Provider will ensure itself that the appropriate documents are posted at the site and that the construction sign is erected.

### **Construction Activities**

#### ***Davis-Bacon Compliance***

This is a shared responsibility. The City may be asked to conduct wage rate employee interviews. The County will conduct wage rate interviews and review wage rates on payroll reports submitted with request for payments.

#### ***Periodic Project Inspections***

This is a shared responsibility. The City, County, and Professional Service Providers will conduct periodic site inspections of the project site.

#### ***Payment Request Approval***

This is a shared responsibility. The Professional Service Provider will review and sign off on request for payments and forward RFP to the City for signature and approval, and forward the final RFP to the County for review and approval of payment.

#### ***Change Orders***

This is a shared responsibility. Professional Service Provider will recommend any change orders after negotiating said change order with the contractor. All change orders must have City's approval prior to submission to County for review and approval.

#### ***Contract Amendment***

This is a shared responsibility. The City will recommend any contract amendments to the County. County will consider and take appropriate action to approve or deny the contract amendment if necessary.

#### ***Final Payment Approval***

This is a shared responsibility. The City and Professional Service Provider will conduct final project site inspections to ensure that construction has been completed as per plans and specifications prior to submitting final request for payment recommendation to the County. County will ensure that all applicable laws and regulations have been complied with. County will review wage rate compliance, release of liens, certification of construction completion, warranty certification and other pertinent documents.

# **Exhibit C**

## **Section 108 Loan Guarantee Program**

### **Introduction**

Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program. Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This makes it one of the most potent and important public investment tools that HUD offers to local governments. It allows them to transform a small portion of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects that can renew entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas. Section 108 loans are not risk-free, however; local governments borrowing funds guaranteed by Section 108 must pledge their current and future CDBG allocations to cover the loan amount as security for the loan.

Regulations governing the Section 108 program may be found at [24 CFR 570](#), Subpart M, Loan Guarantees.

### **Eligible Applicants**

Eligible applicants include the following public entities:

- metropolitan cities and urban counties (i.e. CDBG entitlement recipients);
- nonentitlement communities that are assisted in the submission of applications by States that administer the CDBG program; and
- nonentitlement communities eligible to receive CDBG funds under the HUD-Administered Small Cities CDBG program (Hawaii). The public entity may be the borrower or it may designate a public agency as the borrower.

### **Eligible Activities**

Activities eligible for Section 108 financing include:

- economic development activities eligible under CDBG;
- acquisition of real property;
- rehabilitation of publicly owned real property;
- housing rehabilitation eligible under CDBG;
- construction, reconstruction, or installation of public facilities (including street, sidewalk, and other site improvements);
- related relocation, clearance, and site improvements;
- payment of interest on the guaranteed loan and issuance costs of public offerings;
- debt service reserves;
- public works and site improvements in colonias; and
- in limited circumstances, housing construction as part of community economic development, Housing Development Grant, or Nehemiah Housing Opportunity Grant programs.

For purposes of determining eligibility, the CDBG rules and requirements apply. As with the CDBG program, all projects and activities must either principally benefit low- and moderate-income persons, aid in the elimination or prevention of slums and blight, or meet urgent needs of the community.

### **Maximum Commitment Amount**

Commitments are limited as follows:

1. Entitlement public entities. An entitlement public entity may apply for up to five times the public entity's latest approved CDBG entitlement amount, minus any outstanding Section 108 commitments and/or principal balances of Section 108 loans.
2. State assisted public entities. A nonentitlement public entity may apply for up to five times the latest approved CDBG amount received by its State, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans for which the State has pledged its CDBG funds as security.
3. Nonentitlement public entities eligible under the HUD administered Small Cities Program. For a public entity in Hawaii, the maximum commitment amount is five times the public entity's latest grant under 24 CFR 570, Subpart F, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans.

### **Loan Details**

**Security:** The principal security for the loan guarantee is a pledge by the applicant public entity or the State (in the case of a nonentitlement public entity) of its current and future CDBG funds. Additional security will also be required to assure repayment of guaranteed obligations. The additional security requirements will be determined on a case-by-case basis, but could include assets financed by the guaranteed loan.

**Repayment:** The maximum repayment period for a Section 108 loan is twenty years. HUD has the ability to structure the principal amortization to match the needs of the project and borrower. Each annual principal amount will have a separate interest rate associated with it.

**Financing Source:** Section 108 obligations are financed through underwritten public offerings. Financing between public offerings is provided through an interim lending facility established by HUD.

**Interest Rates:** Interest rates on interim borrowing are priced at the 3 month London Interbank Offered (LIBO) rate plus 20 basis points (0.2%). Permanent financing is pegged to yields on U.S. Treasury obligations of similar maturity to the principal amount. A small additional basis point spread, depending on maturity, will be added to the Treasury yield to determine the actual rate.

**Default:** To date, there has been no default under Section 108 resulting in a repayment by HUD. In the event of default requiring a payment, HUD would continue to make payments on the loan in accordance with its terms. The source of payments by HUD pursuant to its guarantee would almost always be pledged CDBG funds. However, HUD does have borrowing authority with the U.S. Treasury if the pledged funds are insufficient.

**For More Information visit [www.hud.gov](http://www.hud.gov)**

Source: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/communitydevelopment/programs/108](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/108)

# **Exhibit D**

## **CDBG Regulations and Other Program Requirements**

### ***Subpart A—General Provisions***

SOURCE: 53 FR 34437, Sept. 6, 1988, unless otherwise noted.

#### ***§ 570.1 Purpose and primary objective.***

(a) This part describes policies and procedures applicable to the following programs authorized under title I of the Housing and Community Development Act of 1974, as amended:

- (1) Entitlement grants program (subpart D);
- (2) Nonentitlement Funds: HUD-administered Small Cities and Insular Area programs (subpart F);
- (3) State program: State-administered CDBG nonentitlement funds (subpart I);
- (4) Special Purpose Grants (subpart E);
- (5) Urban Development Action Grant program (subpart G); and
- (6) Loan Guarantees (subpart M).

(b) Subparts A, C, J, K, and O apply to all programs in paragraph (a) except as modified or limited under the provisions of these subparts or the applicable program regulations. In the application of the subparts to Special Purpose Grants or the Urban Development Action Grant program, the reference to funds in the form of grants in the term “CDBG funds”, as defined in § 570.3, shall mean the grant funds under those programs. The subparts do not apply to the State program (subpart I) except to the extent expressly referred to.

(c) The primary objective of the programs authorized under title I of the Housing and Community Development Act of 1974, as amended, is described in section 101(c) of the Act (42 U.S.C. 5301(c)).

[53 FR 34437, Sept. 6, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 61 FR 11475, Mar. 20, 1996; 69 FR 32778, June 10, 2004]

#### ***§ 570.3 Definitions.***

The terms *HUD* and *Secretary* are defined in 24 CFR part 5. All of the following definitions in this section that rely on data from the United States Bureau of the Census shall rely upon the data available from the latest decennial census.

*Act* means title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 *et seq.*).

*Age of housing* means the number of year-round housing units, as further defined in section 102(a)(11) of the Act.



*Applicant* means a State or unit of general local government that makes application pursuant to the provisions of subpart E, F, G or M.

*Buildings for the general conduct of government* shall have the meaning provided in section 102(a)(21) of the Act.

*CDBG funds* means Community Development Block Grant funds, including funds received in the form of grants under subpart D, F, or § 570.405 of this part, funds awarded under section 108(q) of the Housing and Community Development Act of 1974, loans guaranteed under subpart M of this part, urban renewal surplus grant funds, and program income as defined in § 570.500(a).

*Chief executive officer* of a State or unit of general local government means the elected official or the legally designated official, who has the primary responsibility for the conduct of that entity's governmental affairs. Examples of the "chief executive officer" of a unit of general local government are: the elected mayor of a municipality; the elected county executive of a county; the chairperson of a county commission or board in a county that has no elected county executive; and the official designated pursuant to law by the governing body of a unit of general local government.

*City* means the following:

(1) For purposes of Entitlement Community Development Block Grant and Urban Development Action Grant eligibility:

(i) Any unit of general local government that is classified as a municipality by the United States Bureau of the Census, or

(ii) Any other unit of general local government that is a town or township and that, in the determination of the Secretary:

(A) Possesses powers and performs functions comparable to those associated with municipalities;

(B) Is closely settled (except that the Secretary may reduce or waive this requirement on a case by case basis for the purposes of the Action Grant program); and

(C) Contains within its boundaries no incorporated places as defined by the United States Bureau of the Census that have not entered into cooperation agreements with the town or township for a period covering at least 3 years to undertake or assist in the undertaking of essential community development and housing assistance activities. The determination of eligibility of a town or township to qualify as a city will be based on information available from the United States Bureau of the Census and information provided by the town or township and its included units of general local government.

(2) For purposes of Urban Development Action Grant eligibility only, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, the counties of Kauai, Maui, and Hawaii in the State of Hawaii, and Indian tribes that are eligible recipients under the State and Local Government Fiscal Assistance Act of 1972 and located on reservations in Oklahoma as determined by the Secretary of the Interior or in Alaskan Native Villages.

*Community Development Financial Institution* has the same meaning as used in the Community Development Banking and Financial Institutions Act of 1994 (12 U.S.C. 4701 note).

*Consolidated plan.* The plan prepared in accordance with 24 CFR part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to HUD programs, including the CDBG program. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

*Discretionary grant* means a grant made from the various Special Purpose Grants in accordance with subpart E of this part.

*Entitlement amount* means the amount of funds which a metropolitan city is entitled to receive under the Entitlement grant program, as determined by formula set forth in section 106 of the Act.

*Extent of growth lag* shall have the meaning provided in section 102(a)(12) of the Act.

*Extent of housing overcrowding* shall have the meaning provided in section 102(a)(10) of the Act.

*Extent of poverty* means the number of persons whose incomes are below the poverty level based on data compiled and published by the United States Bureau of the Census available from the latest census referable to the same point or period in time and the latest reports from the Office of Management and Budget. For purposes of this part, the Secretary has determined that it is neither feasible nor appropriate to make adjustments at this time in the computations of “extent of poverty” for regional or area variations in income and cost of living.

*Family* refers to the definition of “family” in 24 CFR 5.403.

*Household* means all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

*Income.* For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of § 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under § 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under § 570.208(a)(1)(vi). Activities qualifying under § 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The three definitions are as follows:

(1)(i) “Annual income” as defined under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under § 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

(ii) Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

(A) Wages, salaries, tips, commissions, etc.;

(B) Self-employment income from own nonfarm business, including proprietorships and partnerships;

(C) Farm self-employment income;

(D) Interest, dividends, net rental income, or income from estates or trusts;

(E) Social Security or railroad retirement;

(F) Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;

(G) Retirement, survivor, or disability pensions; and

(H) Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

(2) Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable). Estimated annual income shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

*Insular area* shall have the meaning provided in section 102(a)(24) of the Act.

*Low- and moderate-income household* means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

*Low- and moderate-income person* means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

*Low-income household* means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

*Low-income person* means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

*Metropolitan area* shall have the meaning provided in section 102(a)(3) of the Act.

*Metropolitan city* shall have the meaning provided in section 102(a)(4) of the Act except that the term "central city" is replaced by "principal city."

*Microenterprise* shall have the meaning provided in section 102(a)(22) of the Act.

*Moderate-income household* means a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

*Moderate-income person* means a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

*Nonentitlement amount* means the amount of funds which is allocated for use in a State's nonentitlement areas as determined by formula set forth in section 106 of the Act.

*Nonentitlement area* shall have the meaning provided in section 102(a)(7) of the Act.

*Population* means the total resident population based on data compiled and published by the United States Bureau of the Census available from the latest census or which has been upgraded by the Bureau to reflect the changes resulting from the Boundary and Annexation Survey, new incorporations and consolidations of governments pursuant to § 570.4, and which reflects, where applicable, changes resulting from the Bureau's latest population determination through its estimating technique using natural changes (birth and death) and net migration, and is referable to the same point or period in time.

*Small business* means a business that meets the criteria set forth in section 3(a) of the Small Business Act (15 U.S.C. 631, 636, 637).

*State* shall have the meaning provided in section 102(a)(2) of the Act.

*Unit of general local government* shall have the meaning provided in section 102(a)(1) of the Act.

*Urban county* shall have the meaning provided in section 102(a)(6) of the Act. For the purposes of this definition, HUD will determine whether the county's combined population contains the required percentage of low- and moderate-income persons by identifying the number of persons that resided in applicable areas and units of general local government based on data from the most recent decennial census, and using income limits that would have applied for the year in which that census was taken.

*Urban Development Action Grant* (UDAG) means a grant made by the Secretary pursuant to section 119 of the Act and subpart G of this part.

[53 FR 34437, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 60 FR 1915, 1943, Jan. 5, 1995; 60 FR 56909, Nov. 9, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 11475, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004; 77 FR 5675, Feb. 3, 2012]

#### **§ 570.4 Allocation of funds.**

(a) The determination of eligibility of units of general local government to receive entitlement grants, the entitlement amounts, the allocation of appropriated funds to States for use in nonentitlement areas, the reallocation of funds, the allocation of appropriated funds to insular areas, and the allocation of appropriated funds for discretionary grants under the Secretary's Fund shall be governed by the policies and procedures described in sections 106 and 107 of the Act, as appropriate.

(b) The definitions in § 570.3 shall govern in applying the policies and procedures described in sections 106 and 107 of the Act.

(c) In determining eligibility for entitlement and in allocating funds under section 106 of the Act for any federal fiscal year, HUD will recognize corporate status and geographical boundaries and the status of metropolitan areas and principal cities effective as of July 1 preceding such federal fiscal year, subject to the following limitations:

(1) With respect to corporate status as certified by the applicable State and available for processing by the Census Bureau as of such date;

(2) With respect to boundary changes or annexations, as are used by the Census Bureau in preparing population estimates for all general purpose governmental units and are available for processing by the Census Bureau as of such date, except that any such boundary changes or annexations which result in the population of a unit of general local government reaching or exceeding 50,000 shall be recognized for this purpose whether or not such changes are used by the Census Bureau in preparing such population estimates; and

(3) With respect to the status of Metropolitan Statistical Areas and principal cities, as officially designated by the Office of Management and Budget as of such date.

(d) In determining whether a county qualifies as an urban county, and in computing entitlement amounts for urban counties, the demographic values of population, poverty, housing overcrowding, and age of housing of any Indian tribes located within the county shall be excluded. In allocating amounts to States for use in nonentitlement areas, the demographic values of population, poverty, housing overcrowding and age of housing of all Indian tribes located in all nonentitled areas shall be excluded. It is recognized that all

such data on Indian tribes are not generally available from the United States Bureau of the Census and that missing portions of data will have to be estimated. In accomplishing any such estimates the Secretary may use such other related information available from reputable sources as may seem appropriate, regardless of the data's point or period of time and shall use the best judgement possible in adjusting such data to reflect the same point or period of time as the overall data from which the Indian tribes are being deducted, so that such deduction shall not create an imbalance with those overall data.

(e) Amounts remaining after closeout of a grant which are required to be returned to HUD under the provisions of § 570.509, Grant closeout procedures, shall be considered as funds available for reallocation unless the appropriation under which the funds were provided to the Department has lapsed.

[53 FR 34437, Sept. 6, 1988, as amended at 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004]

## **§ 570.5 Waivers.**

HUD's authority for the waiver of regulations and for the suspension of requirements to address damage in a Presidentially declared disaster area is described in 24 CFR part 5 and in section 122 of the Act, respectively.

[61 FR 11476, Mar. 20, 1996]

## **Subpart B [Reserved]**

## **Subpart C—Eligible Activities**

SOURCE: 53 FR 34439, Sept. 6, 1988, unless otherwise noted.

## **§ 570.200 General policies.**

(a) *Determination of eligibility.* An activity may be assisted in whole or in part with CDBG funds only if all of the following requirements are met:

(1) *Compliance with section 105 of the Act.* Each activity must meet the eligibility requirements of section 105 of the Act as further defined in this subpart.

(2) *Compliance with national objectives.* Grant recipients under the Entitlement and HUD-administered Small Cities programs and recipients of insular area funds under section 106 of the Act must certify that their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient under the Entitlement or HUD-administered Small Cities programs, and each recipient of insular area funds under section 106 of the Act must ensure and maintain evidence that each of its activities assisted with CDBG funds meets one of the three national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in § 570.208.

(3) *Compliance with the primary objective.* The primary objective of the Act is described in section 101(c) of the Act. Consistent with this objective, entitlement recipients, non-entitlement CDBG grantees in Hawaii, and recipients of insular area funds under section 106 of the Act must ensure that, over a period of time specified in their certification not to exceed three years, not less than 70 percent of the aggregate of CDBG fund expenditures shall be for activities meeting the criteria under § 570.208(a) or under

§ 570.208(d)(5) or (6) for benefiting low- and moderate-income persons. For grants under section 107 of the Act, insular area recipients must meet this requirement for each separate grant. See § 570.420(d)(3) for additional discussion of the primary objective requirement for insular areas funded under section 106 of the Act. The requirements for the HUD-administered Small Cities program in New York are at § 570.420(d)(2). In determining the percentage of funds expended for such activities:

(i) Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds and, accordingly shall be excluded from the calculation;

(ii) Funds deducted by HUD for repayment of urban renewal temporary loans pursuant to § 570.802(b) shall be excluded;

(iii) Funds expended for the repayment of loans guaranteed under the provisions of subpart M shall also be excluded;

(iv) Funds expended for the acquisition, new construction or rehabilitation of property for housing that qualifies under § 570.208(a)(3) shall be counted for this purpose but shall be limited to an amount determined by multiplying the total cost (including CDBG and non-CDBG costs) of the acquisition, construction or rehabilitation by the percent of units in such housing to be occupied by low and moderate income persons.

(v) Funds expended for any other activities qualifying under § 570.208(a) shall be counted for this purpose in their entirety.

(4) *Compliance with environmental review procedures.* The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable.

(5) *Cost principles.* Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with OMB Circulars A-87, “Cost Principles for State, Local and Indian Tribal Governments”; A-122, “Cost Principles for Non-profit Organizations”; or A-21, “Cost Principles for Educational Institutions,” as applicable.<sup>1</sup> All items of cost listed in Attachment B of these Circulars that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in Attachment A of such circulars and are otherwise eligible under this subpart C, except for the following:

<sup>1</sup> These circulars are available from the American Communities Center by calling the following toll-free numbers: (800) 998-9999 or (800) 483-2209 (TDD).

(i) Depreciation methods for fixed assets shall not be changed without HUD's specific approval or, if charged through a cost allocation plan, the Federal cognizant agency.

(ii) Fines and penalties (including punitive damages) are unallowable costs to the CDBG program.

(iii) Pre-award costs are limited to those authorized under paragraph (h) of this section.

(b) *Special policies governing facilities.* The following special policies apply to:

(1) *Facilities containing both eligible and ineligible uses.* A public facility otherwise eligible for assistance under the CDBG program may be provided with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

(i) The facility which is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and

(ii) The recipient can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility.

Allowable costs are limited to those attributable to the eligible portion of the building or facility.

(2) *Fees for use of facilities.* Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which will have the effect of precluding low and moderate income persons from using the facilities, are not permitted.

(c) *Special assessments under the CDBG program.* The following policies relate to special assessments under the CDBG program:

(1) *Definition of special assessment.* The term “special assessment” means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate, property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

(2) *Special assessments to recover capital costs.* Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

(i) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income.

(ii) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

(3) *Public improvements not initially assisted with CDBG funds.* The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

(i) The installation of the public improvements was carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

(ii) The installation of the public improvement meets a criterion for national objectives in § 570.208(a)(1), (b), or (c); and

(iii) The requirements of § 570.200(c)(2)(ii) are met.

(d) *Consultant activities.* Consulting services are eligible for assistance under this part for professional assistance in program planning, development of community development objectives, and other general professional guidance relating to program execution. The use of consultants is governed by the following:

(1) *Employer-employee type of relationship.* No person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. In no event, however, shall such compensation exceed the equivalent of

the daily rate paid for Level IV of the Executive Schedule. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation.

(2) *Independent contractor relationship.* Consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR 85.36, and are not subject to the compensation limitation of Level IV of the Executive Schedule.

(e) *Recipient determinations required as a condition of eligibility.* In several instances under this subpart, the eligibility of an activity depends on a special local determination. Recipients shall maintain documentation of all such determinations. A written determination is required for any activity carried out under the authority of §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

(f) *Means of carrying out eligible activities.* (1) Activities eligible under this subpart, other than those authorized under § 570.204(a), may be undertaken, subject to local law:

(i) By the recipient through:

(A) Its employees, or

(B) Procurement contracts governed by the requirements of 24 CFR 85.36; or

(ii) Through loans or grants under agreements with subrecipients, as defined at § 570.500(c); or

(iii) By one or more public agencies, including existing local public agencies, that are designated by the chief executive officer of the recipient.

(2) Activities made eligible under § 570.204(a) may only be undertaken by entities specified in that section.

(g) *Limitation on planning and administrative costs.* No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in §§ 570.205 and 570.206, respectively. Recipients of entitlement grants under subpart D of this part shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.

(h) *Reimbursement for pre-award costs.* The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later. For a Section 108 loan guarantee, the effective date of the grant agreement is the date of HUD execution of the grant agreement amendment for the particular loan guarantee commitment.

(1) Prior to the effective date of the grant agreement, a recipient may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:

(i) The activity for which the costs are being incurred is included, prior to the costs being incurred, in a consolidated plan action plan, an amended consolidated plan action plan, or an application under subpart M of this part, except that a new entitlement grantee preparing to receive its first allocation of CDBG funds may incur costs necessary to develop its consolidated plan and undertake other administrative actions necessary to receive its first grant, prior to the costs being included in its consolidated plan;

(ii) Citizens are advised of the extent to which these pre-award costs will affect future grants;



(iii) The costs and activities funded are in compliance with the requirements of this part and with the Environmental Review Procedures stated in 24 CFR part 58;

(iv) The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds;

(v) CDBG payment will be made during a time no longer than the next two program years following the effective date of the grant agreement or amendment in which the activity is first included; and

(vi) The total amount of pre-award costs to be paid during any program year pursuant to this provision is no more than the greater of 25 percent of the amount of the grant made for that year or \$300,000.

(2) Upon the written request of the recipient, HUD may authorize payment of pre-award costs for activities that do not meet the criteria at paragraph (h)(1)(v) or (h)(1)(vi) of this section, if HUD determines, in writing, that there is good cause for granting an exception upon consideration of the following factors, as applicable:

(i) Whether granting the authority would result in a significant contribution to the goals and purposes of the CDBG program;

(ii) Whether failure to grant the authority would result in undue hardship to the recipient or beneficiaries of the activity;

(iii) Whether granting the authority would not result in a violation of a statutory provision or any other regulatory provision;

(iv) Whether circumstances are clearly beyond the recipient's control; or

(v) Any other relevant considerations.

(i) *Urban Development Action Grant.* Grant assistance may be provided with Urban Development Action Grant funds, subject to the provisions of subpart G, for:

(1) Activities eligible for assistance under this subpart; and

(2) Notwithstanding the provisions of § 570.207, such other activities as the Secretary may determine to be consistent with the purposes of the Urban Development Action Grant program.

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded

religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition ( see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[53 FR 34439, Sept. 6, 1988, as amended at 54 FR 47031, Nov. 8, 1989; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56910, Nov. 9, 1995; 61 FR 11476, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 68 FR 56404, Sept. 30, 2003; 69 FR 32778, June 10, 2004; 70 FR 76369, Dec. 23, 2005; 72 FR 46370, Aug. 17, 2007]

### **§ 570.201 Basic eligible activities.**

CDBG funds may be used for the following activities:

(a) *Acquisition.* Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of § 570.207.

(b) *Disposition.* Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in § 570.504.

(c) *Public facilities and improvements.* Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in § 570.207(a), carried out by the recipient or other public or private nonprofit entities. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group

homes for mentally retarded persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients including those specified in § 570.204 may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b).

(d) *Clearance and remediation activities.* Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205.

(e) *Public services.* Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer downpayment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed paragraphs (e) (1) or (2) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from Federal fiscal year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under paragraph (e)(1) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

(f) *Interim assistance.* (1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief executive officer of the recipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and

(iii) The improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions.

(g) *Payment of non-Federal share.* Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) *Urban renewal completion.* Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) *Relocation.* Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) *Loss of rental income.* Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) *Housing services.* Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) *Privately owned utilities.* CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) *Construction of housing.* CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) *Homeownership assistance.* CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o)(1) The provision of assistance either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients) to facilitate economic development by:

(i) Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

(ii) Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

(iii) Providing general support, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

(2) Services provided this paragraph (o) shall not be subject to the restrictions on public services contained in paragraph (e) of this section.

(3) For purposes of this paragraph (o), “persons developing microenterprises” means such persons who have expressed interest and who are, or after an initial screening process are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

(4) Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the recipient or subrecipient to carry out the activities under this paragraph (o).

(p) *Technical assistance.* Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The recipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) *Assistance to institutions of higher education.* Provision of assistance by the recipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under this subpart C.

[53 FR 34439, Sept. 6, 1988, as amended at 53 FR 31239, Aug. 17, 1988; 55 FR 29308, July 18, 1990; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 67 FR 47213, July 17, 2002; 71 FR 30034, May 24, 2006]

## **§ 570.202 *Eligible rehabilitation and preservation activities.***

(a) *Types of buildings and improvements eligible for rehabilitation assistance.* CDBG funds may be used to finance the rehabilitation of:

(1) Privately owned buildings and improvements for residential purposes; improvements to a single-family residential property which is also used as a place of business, which are required in order to operate the business, need not be considered to be rehabilitation of a commercial or industrial building, if the improvements also provide general benefit to the residential occupants of the building;

(2) Low-income public housing and other publicly owned residential buildings and improvements;

(3) Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvement to the exterior of the building, abatement of asbestos hazards, lead-based paint hazard evaluation and reduction, and the correction of code violations;

(4) Nonprofit-owned nonresidential buildings and improvements not eligible under § 570.201(c); and

(5) Manufactured housing when such housing constitutes part of the community's permanent housing stock.

(b) *Types of assistance.* CDBG funds may be used to finance the following types of rehabilitation activities, and related costs, either singly, or in combination, through the use of grants, loans, loan guarantees, interest supplements, or other means for buildings and improvements described in paragraph (a) of this section, except that rehabilitation of commercial or industrial buildings is limited as described in paragraph (a)(3) of this section.

(1) Assistance to private individuals and entities, including profit making and nonprofit organizations, to acquire for the purpose of rehabilitation, and to rehabilitate properties, for use or resale for residential purposes;

(2) Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures and improvements, abatement of asbestos hazards (and other contaminants) in buildings and improvements that may be undertaken singly, or in combination;

(3) Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds if such financing is determined by the recipient to be necessary or appropriate to achieve the locality's community development objectives;

(4) Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment;

(5) Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks;

(6) Connection of residential structures to water distribution lines or local sewer collection lines;

(7) For rehabilitation carried out with CDBG funds, costs of:

(i) Initial homeowner warranty premiums;

(ii) Hazard insurance premiums, except where assistance is provided in the form of a grant; and

(iii) Flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, pursuant to § 570.605.

(8) Costs of acquiring tools to be lent to owners, tenants, and others who will use such tools to carry out rehabilitation;

(9) Rehabilitation services, such as rehabilitation counseling, energy auditing, preparation of work specifications, loan processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in rehabilitation activities authorized under this section, under section 312 of the Housing Act of 1964, as amended, under section 810 of the Act, or under section 17 of the United States Housing Act of 1937;

(10) Assistance for the rehabilitation of housing under section 17 of the United States Housing Act of 1937; and

(11) Improvements designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to buildings and improvements eligible for assistance under paragraph (a) of this section.

(c) *Code enforcement.* Costs incurred for inspection for code violations and enforcement of codes (e.g., salaries and related expenses of code enforcement inspectors and legal proceedings, but not including the cost of correcting the violations) in deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area.

(d) *Historic preservation.* CDBG funds may be used for the rehabilitation, preservation or restoration of historic properties, whether publicly or privately owned. Historic properties are those sites or structures that are either listed in or eligible to be listed in the National Register of Historic Places, listed in a State or local inventory of historic places, or designated as a State or local landmark or historic district by appropriate law or ordinance. Historic preservation, however, is not authorized for buildings for the general conduct of government.

(e) *Renovation of closed buildings.* CDBG funds may be used to renovate closed buildings, such as closed school buildings, for use as an eligible public facility or to rehabilitate such buildings for housing.

(f) *Lead-based paint activities.* Lead-based paint activities pursuant to § 570.608.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 64 FR 50225, Sept. 15, 1999; 71 FR 30035, May 24, 2006]

### **§ 570.203 *Special economic development activities.***

A recipient may use CDBG funds for special economic development activities in addition to other activities authorized in this subpart that may be carried out as part of an economic development project. Guidelines for selecting activities to assist under this paragraph are provided at § 570.209. The recipient must ensure that the appropriate level of public benefit will be derived pursuant to those guidelines before obligating funds under this authority. Special activities authorized under this section do not include assistance for the construction of new housing. Activities eligible under this section may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination. Special economic development activities include:

(a) The acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. Such activities may be carried out by the recipient or public or private nonprofit subrecipients.

(b) The provision of assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project, excluding those described as ineligible in § 570.207(a). In selecting businesses to assist under this authority, the recipient shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods.

(c) Economic development services in connection with activities eligible under this section, including, but not limited to, outreach efforts to market available forms of assistance; screening of applicants; reviewing and underwriting applications for assistance; preparation of all necessary agreements; management of assisted activities; and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities, including the costs of providing necessary training for persons filling those positions.

[53 FR 34439, Sept. 6, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

## **§ 570.204 Special activities by Community-Based Development Organizations (CBDOs).**

(a) *Eligible activities.* The recipient may provide CDBG funds as grants or loans to any CBDO qualified under this section to carry out a neighborhood revitalization, community economic development, or energy conservation project. The funded project activities may include those listed as eligible under this subpart, and, except as described in paragraph (b) of this section, activities not otherwise listed as eligible under this subpart. For purposes of qualifying as a project under paragraphs (a)(1), (a)(2), and (a)(3) of this section, the funded activity or activities may be considered either alone or in concert with other project activities either being carried out or for which funding has been committed. For purposes of this section:

(1) Neighborhood revitalization project includes activities of sufficient size and scope to have an impact on the decline of a geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation; or the entire jurisdiction of a unit of general local government which is under 25,000 population;

(2) Community economic development project includes activities that increase economic opportunity, principally for persons of low- and moderate-income, or that stimulate or retain businesses or permanent jobs, including projects that include one or more such activities that are clearly needed to address a lack of affordable housing accessible to existing or planned jobs and those activities specified at 24 CFR 91.1(a)(1)(iii); activities under this paragraph may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination;

(3) Energy conservation project includes activities that address energy conservation, principally for the benefit of the residents of the recipient's jurisdiction; and

(4) To carry out a project means that the CBDO undertakes the funded activities directly or through contract with an entity other than the grantee, or through the provision of financial assistance for activities in which it retains a direct and controlling involvement and responsibilities.

(b) *Ineligible activities.* Notwithstanding that CBDOs may carry out activities that are not otherwise eligible under this subpart, this section does not authorize:

(1) Carrying out an activity described as ineligible in § 570.207(a);

(2) Carrying out public services that do not meet the requirements of § 570.201(e), except that:

(i) Services carried out under this section that are specifically designed to increase economic opportunities through job training and placement and other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services; and

(ii) Services of any type carried out under this section pursuant to a strategy approved by HUD under the provisions of 24 CFR 91.215(e) shall not be subject to the limitations in § 570.201(e)(1) or (2), as applicable;

(3) Providing assistance to activities that would otherwise be eligible under § 570.203 that do not meet the requirements of § 570.209; or

(4) Carrying out an activity that would otherwise be eligible under § 570.205 or § 570.206, but that would result in the recipient's exceeding the spending limitation in § 570.200(g).

(c) *Eligible CBDOs.* (1) A CBDO qualifying under this section is an organization which has the following characteristics:



(i) Is an association or corporation organized under State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within the jurisdiction of the recipient, or in the case of an urban county, the jurisdiction of the county; and

(ii) Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low and moderate income; and

(iii) May be either non-profit or for-profit, provided any monetary profits to its shareholders or members must be only incidental to its operations; and

(iv) Maintains at least 51 percent of its governing body's membership for low- and moderate-income residents of its geographic area of operation, owners or senior officers of private establishments and other institutions located in and serving its geographic area of operation, or representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation; and

(v) Is not an agency or instrumentality of the recipient and does not permit more than one-third of the membership of its governing body to be appointed by, or to consist of, elected or other public officials or employees or officials of an ineligible entity (even though such persons may be otherwise qualified under paragraph (c)(1)(iv) of this section); and

(vi) Except as otherwise authorized in paragraph (c)(1)(v) of this section, requires the members of its governing body to be nominated and approved by the general membership of the organization, or by its permanent governing body; and

(vii) Is not subject to requirements under which its assets revert to the recipient upon dissolution; and

(viii) Is free to contract for goods and services from vendors of its own choosing.

(2) A CBDO that does not meet the criteria in paragraph (c)(1) of this section may also qualify as an eligible entity under this section if it meets one of the following requirements:

(i) Is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or

(ii) Is an SBA approved Section 501 State Development Company or Section 502 Local Development Company, or an SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or

(iii) Is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).

(3) A CBDO that does not qualify under paragraph (c)(1) or (2) of this section may also be determined to qualify as an eligible entity under this section if the recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization's charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying under paragraph (c)(1) or (2) of this section.

[60 FR 1944, Jan. 5, 1995, as amended at 71 FR 30035, May 24, 2006]

***§ 570.205 Eligible planning, urban environmental design and policy-planning-management-capacity building activities.***

(a) Planning activities which consist of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans, including, but not limited to:

(1) Comprehensive plans;

(2) Community development plans;

(3) Functional plans, in areas such as:

(i) Housing, including the development of a consolidated plan;

(ii) Land use and urban environmental design;

(iii) Economic development;

(iv) Open space and recreation;

(v) Energy use and conservation;

(vi) Floodplain and wetlands management in accordance with the requirements of Executive Orders 11988 and 11990;

(vii) Transportation;

(viii) Utilities; and

(ix) Historic preservation.

(4) Other plans and studies such as:

(i) Small area and neighborhood plans;

(ii) Capital improvements programs;

(iii) Individual project plans (but excluding engineering and design costs related to a specific activity which are eligible as part of the cost of such activity under §§ 570.201-570.204);

(iv) The reasonable costs of general environmental, urban environmental design and historic preservation studies; and general environmental assessment- and remediation-oriented planning related to properties with known or suspected environmental contamination. However, costs necessary to comply with 24 CFR part 58, including project specific environmental assessments and clearances for activities eligible for assistance under this part, are eligible as part of the cost of such activities under §§ 570.201-570.204. Costs for such specific assessments and clearances may also be incurred under this paragraph but would then be considered planning costs for the purposes of § 570.200(g);

(v) Strategies and action programs to implement plans, including the development of codes, ordinances and regulations;

(vi) Support of clearinghouse functions, such as those specified in Executive Order 12372; and

(vii) Analysis of impediments to fair housing choice.

(viii) Developing an inventory of properties with known or suspected environmental contamination.

(5) [Reserved]

(6) Policy—planning—management—capacity building activities which will enable the recipient to:

(1) Determine its needs;

(2) Set long-term goals and short-term objectives, including those related to urban environmental design;

(3) Devise programs and activities to meet these goals and objectives;

(4) Evaluate the progress of such programs and activities in accomplishing these goals and objectives; and

(5) Carry out management, coordination and monitoring of activities necessary for effective planning implementation, but excluding the costs necessary to implement such plans.

[53 FR 34439, Sept. 6, 1988, as amended at 56 FR 56127, Oct. 31, 1991; 60 FR 1915, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

## **§ 570.206 *Program administrative costs.***

Payment of reasonable administrative costs and carrying charges related to the planning and execution of community development activities assisted in whole or in part with funds provided under this part and, where applicable, housing activities (described in paragraph (g) of this section) covered in the recipient's housing assistance plan. This does not include staff and overhead costs directly related to carrying out activities eligible under § 570.201 through § 570.204, since those costs are eligible as part of such activities.

(a) *General management, oversight and coordination.* Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not necessarily limited to, necessary expenditures for the following:

(1) Salaries, wages, and related costs of the recipient's staff, the staff of local public agencies, or other staff engaged in program administration. In charging costs to this category the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The recipient may use only one of these methods during the program year (or the grant period for grants under subpart F). Program administration includes the following types of assignments:

(i) Providing local officials and citizens with information about the program;

(ii) Preparing program budgets and schedules, and amendments thereto;

(iii) Developing systems for assuring compliance with program requirements;

(iv) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;

(v) Monitoring program activities for progress and compliance with program requirements;

- (vi) Preparing reports and other documents related to the program for submission to HUD;
- (vii) Coordinating the resolution of audit and monitoring findings;
- (viii) Evaluating program results against stated objectives; and
- (ix) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i) through (viii) of this section.

(2) Travel costs incurred for official business in carrying out the program;

(3) Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services; and

(4) Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

(b) *Public information.* The provisions of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of activities being assisted with CDBG funds.

(c) *Fair housing activities.* Provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial status or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education, and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons.

(d) [Reserved]

(e) *Indirect costs.* Indirect costs may be charged to the CDBG program under a cost allocation plan prepared in accordance with OMB Circular A-21, A-87, or A-122 as applicable.

(f) *Submission of applications for federal programs.* Preparation of documents required for submission to HUD to receive funds under the CDBG and UDAG programs. In addition, CDBG funds may be used to prepare applications for other Federal programs where the recipient determines that such activities are necessary or appropriate to achieve its community development objectives.

(g) *Administrative expenses to facilitate housing.* CDBG funds may be used for necessary administrative expenses in planning or obtaining financing for housing as follows: for entitlement recipients, assistance authorized by this paragraph is limited to units which are identified in the recipient's HUD approved housing assistance plan; for HUD-administered small cities recipients, assistance authorized by the paragraph is limited to facilitating the purchase or occupancy of existing units which are to be occupied by low and moderate income households, or the construction of rental or owner units where at least 20 percent of the units in each project will be occupied at affordable rents/costs by low and moderate income persons. Examples of eligible actions are as follows:

(1) The cost of conducting preliminary surveys and analysis of market needs;

(2) Site and utility plans, narrative descriptions of the proposed construction, preliminary cost estimates, urban design documentation, and "sketch drawings," but excluding architectural, engineering, and other details ordinarily required for construction purposes, such as structural, electrical, plumbing, and mechanical details;

(3) Reasonable costs associated with development of applications for mortgage and insured loan commitments, including commitment fees, and of applications and proposals under the Section 8 Housing Assistance Payments Program pursuant to 24 CFR parts 880-883;

(4) Fees associated with processing of applications for mortgage or insured loan commitments under programs including those administered by HUD, Farmers Home Administration (FmHA), Federal National Mortgage Association (FNMA), and the Government National Mortgage Association (GNMA);

(5) The cost of issuance and administration of mortgage revenue bonds used to finance the acquisition, rehabilitation or construction of housing, but excluding costs associated with the payment or guarantee of the principal or interest on such bonds; and

(6) Special outreach activities which result in greater landlord participation in Section 8 Housing Assistance Payments Program-Existing Housing or similar programs for low and moderate income persons.

(h) *Section 17 of the United States Housing Act of 1937.* Reasonable costs equivalent to those described in paragraphs (a), (b), (e) and (f) of this section for overall program management of the Rental Rehabilitation and Housing Development programs authorized under section 17 of the United States Housing Act of 1937, whether or not such activities are otherwise assisted with funds provided under this part.

(i) Whether or not such activities are otherwise assisted by funds provided under this part, reasonable costs equivalent to those described in paragraphs (a), (b), (e), and (f) of this section for overall program management of:

(1) A Federally designated Empowerment Zone or Enterprise Community; and

(2) The HOME program under title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 note).

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 54 FR 37411, Sept. 8, 1989; 60 FR 56912, Nov. 9, 1995; 69 FR 32778, June 10, 2004]

## **§ 570.207 *Ineligible activities.***

The general rule is that any activity that is not authorized under the provisions of §§ 570.201-570.206 is ineligible to be assisted with CDBG funds. This section identifies specific activities that are ineligible and provides guidance in determining the eligibility of other activities frequently associated with housing and community development.

(a) The following activities may not be assisted with CDBG funds:

(1) *Buildings or portions thereof, used for the general conduct of government* as defined at § 570.3(d) cannot be assisted with CDBG funds. This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(2) *General government expenses.* Except as otherwise specifically authorized in this subpart or under OMB Circular A-87, expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(3) *Political activities.* CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used

on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

(b) The following activities may not be assisted with CDBG funds unless authorized under provisions of § 570.203 or as otherwise specifically noted herein or when carried out by an entity under the provisions of § 570.204.

(1) *Purchase of equipment.* The purchase of equipment with CDBG funds is generally ineligible.

(i) *Construction equipment.* The purchase of construction equipment is ineligible, but compensation for the use of such equipment through leasing, depreciation, or use allowances pursuant to OMB Circulars A-21, A-87 or A-122 as applicable for an otherwise eligible activity is an eligible use of CDBG funds. However, the purchase of construction equipment for use as part of a solid waste disposal facility is eligible under § 570.201(c).

(ii) *Fire protection equipment.* Fire protection equipment is considered for this purpose to be an integral part of a public facility and thus, purchase of such equipment would be eligible under § 570.201(c).

(iii) *Furnishings and personal property.* The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase or to pay depreciation or use allowances (in accordance with OMB Circular A-21, A-87 or A-122, as applicable) for such items when necessary for use by a recipient or its subrecipients in the administration of activities assisted with CDBG funds, or when eligible as fire fighting equipment, or when such items constitute all or part of a public service pursuant to § 570.201(e).

(2) *Operating and maintenance expenses.* The general rule is that any expense associated with repairing, operating or maintaining public facilities, improvements and services is ineligible. Specific exceptions to this general rule are operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. For example, the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under § 570.201(e), even if no other costs of providing such a service are assisted with such funds. Examples of ineligible operating and maintenance expenses are:

(i) Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with a disabilities, parking and other public facilities and improvements. Examples of maintenance and repair activities for which CDBG funds may not be used include the filling of pot holes in streets, repairing of cracks in sidewalks, the mowing of recreational areas, and the replacement of expended street light bulbs; and

(ii) Payment of salaries for staff, utility costs and similar expenses necessary for the operation of public works and facilities.

(3) *New housing construction.* For the purpose of this paragraph, activities in support of the development of low or moderate income housing including clearance, site assemblage, provision of site improvements and provision of public improvements and certain housing pre-construction costs set forth in § 570.206(g), are not considered as activities to subsidize or assist new residential construction. CDBG funds may not be used for the construction of new permanent residential structures or for any program to subsidize or assist such new construction, except:

(i) As provided under the last resort housing provisions set forth in 24 CFR part 42;

(ii) As authorized under § 570.201(m) or (n);

(iii) When carried out by an entity pursuant to § 570.204(a);

(4) *Income payments.* The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, “income payments” means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 56912, Nov. 9, 1995; 65 FR 70215, Nov. 21, 2000]

## **§ 570.208 *Criteria for national objectives.***

The following criteria shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under § 570.200(a)(2):

(a) *Activities benefiting low- and moderate-income persons.* Activities meeting the criteria in paragraph (a) (1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

(1) *Area benefit activities.* (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) For metropolitan cities and urban counties, an activity that would otherwise qualify under § 570.208(a)(1)(i), except that the area served contains less than 51 percent low- and moderate-income residents, will also be considered to meet the objective of benefiting low- and moderate-income persons where the proportion of such persons in the area is within the highest quartile of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. This exception is inapplicable to non-entitlement CDBG grants in Hawaii. In applying this exception, HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose, as follows:

(A) All census block groups in the recipient's jurisdiction shall be rank ordered from the block group of highest proportion of low and moderate income persons to the block group with the lowest. For urban counties, the rank ordering shall cover the entire area constituting the urban county and shall not be done separately for each participating unit of general local government.

(B) In any case where the total number of a recipient's block groups does not divide evenly by four, the block group which would be fractionally divided between the highest and second quartiles shall be considered to be part of the highest quartile.

(C) The proportion of low and moderate income persons in the last census block group in the highest quartile shall be identified. Any service area located within the recipient's jurisdiction and having a proportion of low and moderate income persons at or above this level shall be considered to be within the highest quartile.

(D) If block group data are not available for the entire jurisdiction, other data acceptable to the Secretary may be used in the above calculations.

(iii) An activity to develop, establish, and operate for up to two years after the establishment of, a uniform emergency telephone number system serving an area having less than the percentage of low- and moderate-income residents required under paragraph (a)(1)(i) of this section or (as applicable) paragraph (a)(1)(ii) of

this section, provided the recipient obtains prior HUD approval. To obtain such approval, the recipient must:

(A) Demonstrate that the system will contribute significantly to the safety of the residents of the area. The request for approval must include a list of the emergency services that will participate in the emergency telephone number system;

(B) Submit information that serves as a basis for HUD to determine whether at least 51 percent of the use of the system will be by low- and moderate-income persons. As available, the recipient must provide information that identifies the total number of calls actually received over the preceding 12-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, block numbering areas, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, HUD will assume that the distribution of income among the callers generally reflects the income characteristics of the general population residing in the same geographic area where the callers reside. If HUD can conclude that the users have primarily consisted of low- and moderate-income persons, no further submission is needed by the recipient. If a recipient plans to make other submissions for this purpose, it may request that HUD review its planned methodology before expending the effort to acquire the information it expects to use to make its case;

(C) Demonstrate that other Federal funds received by the recipient are insufficient or unavailable for a uniform emergency telephone number system. For this purpose, the recipient must submit a statement explaining whether the lack of funds is due to the insufficiency of the amount of the available funds, restrictions on the use of such funds, or the prior commitment of funds by the recipient for other purposes; and

(D) Demonstrate that the percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low- and moderate-income persons in the service area of the system. For this purpose, the recipient must include a description of the boundaries of the service area of the emergency telephone number system, the census divisions that fall within the boundaries of the service area (census tracts or block numbering areas), the total number of persons and the total number of low- and moderate-income persons within each census division, the percentage of low- and moderate-income persons within the service area, and the total cost of the system.

(iv) An activity for which the assistance to a public improvement that provides benefits to all the residents of an area is limited to paying special assessments (as defined in § 570.200(c)) levied against residential properties owned and occupied by persons of low and moderate income.

(v) For purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area.

(vi) In determining whether there is a sufficiently large percentage of low- and moderate-income persons residing in the area served by an activity to qualify under paragraph (a)(1) (i), (ii), or (vii) of this section, the most recently available decennial census information must be used to the fullest extent feasible, together with the section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. Recipients that believe that the census data does not reflect current relative income levels in an area, or where census boundaries do not coincide sufficiently well with the service area of an activity, may conduct (or have conducted) a current survey of the residents of the area to determine the percent of such persons that are low and moderate income. HUD will accept information obtained through such surveys, to be used in lieu of the decennial census data, where it determines that the survey was conducted in such a manner that the results meet standards of statistical reliability that are comparable to that of the decennial census data for areas of similar size. Where there is substantial evidence that provides a clear basis to believe that the use of the decennial census data would substantially overstate the proportion of persons residing there that are low and moderate income, HUD may require that the recipient rebut such evidence in order to demonstrate compliance with section 105(c)(2) of the Act.



(vii) Activities meeting the requirements of paragraph (d)(5)(i) of this section may be considered to qualify under this paragraph, provided that the area covered by the strategy is either a Federally-designated Empowerment Zone or Enterprise Community or primarily residential and contains a percentage of low- and moderate-income residents that is no less than the percentage computed by HUD pursuant to paragraph (a)(1)(ii) of this section or 70 percent, whichever is less, but in no event less than 51 percent. Activities meeting the requirements of paragraph (d)(6)(i) of this section may also be considered to qualify under paragraph (a)(1) of this section.

(2) *Limited clientele activities.* (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv) of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under paragraph (a)(1) of this section;

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under paragraph (a)(1) or (4) of this section; or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under paragraph (a)(3) of this section.

(iii) A microenterprise assistance activity carried out in accordance with the provisions of § 570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(iv) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstance:

(A) In such cases where such training or provision of supportive services assists business(es), the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) *Housing activities.* An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a subrecipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the grouped buildings may be considered for this purpose as a single structure. Where housing activities being assisted meet the requirements of paragraph § 570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining “affordable rents” for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under § 570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under § 570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.

(4) *Job creation or retention activities.* An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

( 1 ) Meets the requirements of paragraph (a)(4)(v) of this section; or

( 2 ) Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section and the job under consideration is to be located within that census tract.

(v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)( 1 ) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:

(A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;

(B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and

(C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:

( 1 ) All block groups in the census tract have poverty rates of at least 20 percent;

( 2 ) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or

( 3 ) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.

(vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:

(A) In certain cases such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the

aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.

(B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during each program year.

(C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during each program year.

(D) Where CDBG funds are used for activities meeting the criteria listed at § 570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.

( 1 ) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than \$10,000 per permanent full-time equivalent job to be created or retained by those businesses.

( 2 ) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)( 1 ) of this section) is \$10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at § 570.209(b).

(b) *Activities which aid in the prevention or elimination of slums or blight.* Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) *Activities to address slums or blight on an area basis.* An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

( 1 ) Physical deterioration of buildings or improvements;

( 2 ) Abandonment of properties;

( 3 ) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;

( 4 ) Significant declines in property values or abnormally low property values relative to other areas in the community; or

( 5 ) Known or suspected environmental contamination.

(B) The public improvements throughout the area are in a general state of deterioration.

(iii) Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation. The recipient shall establish definitions of the conditions listed at § 570.208(b)(1)(ii)(A), and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be redetermined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at § 570.506 (b)(8)(ii).

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

(2) *Activities to address slums or blight on a spot basis.* The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.

(3) *Activities to address slums or blight in an urban renewal area.* An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:

(i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and

(ii) Necessary to complete the urban renewal plan, as then in effect, including *initial* land redevelopment permitted by the plan.

NOTE: Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) *Activities designed to meet community development needs having a particular urgency.* In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the

recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

(d) *Additional criteria.* (1) Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a “change of use” under § 570.505.

(2) Where the assisted activity is relocation assistance that the recipient is required to provide, such relocation assistance shall be considered to address the same national objective as is addressed by the displacing activity. Where the relocation assistance is voluntary on the part of the grantee the recipient may qualify the assistance either on the basis of the national objective addressed by the displacing activity or on the basis that the recipients of the relocation assistance are low and moderate income persons.

(3) In any case where the activity undertaken for the purpose of creating or retaining jobs is a public improvement and the area served is primarily residential, the activity must meet the requirements of paragraph (a)(1) of this section as well as those of paragraph (a)(4) of this section in order to qualify as benefiting low and moderate income persons.

(4) CDBG funds expended for planning and administrative costs under § 570.205 and § 570.206 will be considered to address the national objectives.

(5) Where the grantee has elected to prepare an area revitalization strategy pursuant to the authority of § 91.215(e) of this title and HUD has approved the strategy, the grantee may also elect the following options:

(i) Activities undertaken pursuant to the strategy for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities in the area for which, pursuant to the strategy, CDBG assistance is obligated during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(6) Where CDBG-assisted activities are carried out by a Community Development Financial Institution whose charter limits its investment area to a primarily residential area consisting of at least 51 percent low- and moderate-income persons, the grantee may also elect the following options:

(i) Activities carried out by the Community Development Financial Institution for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities for which the Community Development Financial Institution obligates CDBG assistance during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(7) Where an activity meeting the criteria at § 570.209(b)(2)(v) may also meet the requirements of either paragraph (d)(5)(i) or (d)(6)(i) of this section, the grantee may elect to qualify the activity under either the area benefit criteria at paragraph (a)(1)(vii) of this section or the job aggregation criteria at paragraph

(a)(4)(vi)(D) of this section, but not both. Where an activity may meet the job aggregation criteria at both paragraphs (a)(4)(vi)(D) and (E) of this section, the grantee may elect to qualify the activity under either criterion, but not both.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56912, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 71 FR 30035, May 24, 2006; 72 FR 46370, Aug. 17, 2007]

### ***§ 570.209 Guidelines for evaluating and selecting economic development projects.***

The following guidelines are provided to assist the recipient to evaluate and select activities to be carried out for economic development purposes. Specifically, these guidelines are applicable to activities that are eligible for CDBG assistance under § 570.203. These guidelines also apply to activities carried out under the authority of § 570.204 that would otherwise be eligible under § 570.203, were it not for the involvement of a Community-Based Development Organization (CBDO). (This would include activities where a CBDO makes loans to for-profit businesses.) These guidelines are composed of two components: guidelines for evaluating project costs and financial requirements; and standards for evaluating public benefit. The standards for evaluating public benefit are *mandatory*, but the guidelines for evaluating projects costs and financial requirements are not.

(a) *Guidelines and objectives for evaluating project costs and financial requirements.* HUD has developed guidelines that are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects which are financially viable and will make the most effective use of the CDBG funds. These guidelines, also referred to as the underwriting guidelines, are published as appendix A to this part. The use of the underwriting guidelines published by HUD is not mandatory. However, grantees electing not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business. Where appropriate, HUD's underwriting guidelines recognize that different levels of review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. Recipients are encouraged, when they develop their own programs and underwriting criteria, to also take these factors into account. The objectives of the underwriting guidelines are to ensure:

- (1) That project costs are reasonable;
- (2) That all sources of project financing are committed;
- (3) That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;
- (4) That the project is financially feasible;
- (5) That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
- (6) That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) *Standards for evaluating public benefit.* The grantee is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory. Certain public

facilities and improvements eligible under § 570.201(c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in § 570.208(a)(4)(vi)(F)(2).

(1) *Standards for activities in the aggregate.* Activities covered by these guidelines must, in the aggregate, either:

(i) Create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used; or

(ii) Provide goods or services to residents of an area, such that the number of low- and moderate-income persons residing in the areas served by the assisted businesses amounts to at least one low- and moderate-income person per \$350 of CDBG funds used.

(2) *Applying the aggregate standards.* (i) A metropolitan city, an urban county, a non-entitlement CDBG grantee in Hawaii, or an Insular Area shall apply the aggregate standards under paragraph (b)(1) of this section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities. For Insular Areas, the preceding sentence applies to grants received in program years after Fiscal Year 2004. A grantee under the HUD-administered Small Cities Program, or Insular Areas CDBG grants prior to Fiscal Year 2005, shall apply the aggregate standards under paragraph (b)(1) of this section to all funds obligated for applicable activities from a given grant; program income obligated for applicable activities will, for these purposes, be aggregated with the most recent open grant. For any time period in which a community has no open HUD-administered or Insular Areas grants, the aggregate standards shall be applied to all applicable activities for which program income is obligated during that period.

(ii) The grantee shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, the grantee may elect to count the activity under either the jobs standard or the area residents standard, but not both.

(iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

(v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the grantee's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

(A) Provides jobs exclusively for unemployed persons or participants in one or more of the following programs:

( 1 ) Jobs Training Partnership Act (JTPA);

( 2 ) Jobs Opportunities for Basic Skills (JOBS); or

( 3 ) Aid to Families with Dependent Children (AFDC);

(B) Provides jobs predominantly for residents of Public and Indian Housing units;

(C) Provides jobs predominantly for homeless persons;



(D) Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

(E) Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

(F) Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

(G) Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

(H) Provides assistance to a Community Development Financial Institution that serve an area that is predominantly low- and moderate-income persons;

(I) Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

(J) Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

(K) With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

(L) Provides services to the residents of an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title;

(M) Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title.

(N) Directly involves the economic development or redevelopment of environmentally contaminated properties.

(3) *Standards for individual activities.* Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following, as applicable:

(A) \$50,000 per full-time equivalent, permanent job created or retained; or

(B) \$1,000 per low- and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

(A) General promotion of the community as a whole (as opposed to the promotion of specific areas and programs);

(B) Assistance to professional sports teams;

(C) Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where the recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate-income persons;

(D) Acquisition of land for which the specific proposed use has not yet been identified; and

(E) Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG assistance provided by the recipient.

(4) *Applying the individual activity standards.* (i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(i) of this section.

(ii) The individual activity standards in paragraph (b)(3)(i) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(i) of this section.

(c) *Amendments to economic development projects after review determinations.* If, after the grantee enters into a contract to provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount or terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance.) If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

(d) *Documentation.* The grantee must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the grantee's actual results show a pattern of substantial variation from anticipated results, the grantee is expected to take all actions reasonably within its control to improve the accuracy of its projections. If the actual results demonstrate that the recipient has failed the public benefit standards, HUD may require the recipient to meet more stringent standards in future years as appropriate.

[60 FR 1947, Jan. 5, 1995, as amended at 60 FR 17445, Apr. 6, 1995; 71 FR 30035, May 24, 2006; 72 FR 12535, Mar. 15, 2007; 72 FR 46370, Aug. 17, 2007]

### ***§ 570.210 Prohibition on use of assistance for employment relocation activities.***

(a) *Prohibition.* CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one LMA to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

(b) *Definitions.* The following definitions apply to this section:

(1) *Directly assist.* Directly assist means the provision of CDBG funds for activities pursuant to:

(i) § 570.203(b); or

(ii) §§ 570.201(a)-(d), 570.201(l), 570.203(a), or § 570.204 when the grantee, subrecipient, or, in the case of an activity carried out pursuant to § 570.204, a Community Based Development Organization (CDBO) enters into an agreement with a business to undertake one or more of these activities as a condition of the business relocating a facility, plant, or operation to the grantee's LMA. Provision of public facilities and indirect assistance that will provide benefit to multiple businesses does not fall under the definition of "directly assist," unless it includes the provision of infrastructure to aid a specific business that is the subject of an agreement with the specific assisted business.

(2) *Labor market area (LMA)*. For metropolitan areas, an LMA is an area defined as such by the BLS. An LMA is an economically integrated geographic area within which individuals can live and find employment within a reasonable distance or can readily change employment without changing their place of residence. In addition, LMAs are nonoverlapping and geographically exhaustive. For metropolitan areas, grantees must use employment data, as defined by the BLS, for the LMA in which the affected business is currently located and from which current jobs may be lost. For non-metropolitan areas, an LMA is either an area defined by the BLS as an LMA, or a state may choose to combine non-metropolitan LMAs. States are required to define or reaffirm prior definitions of their LMAs on an annual basis and retain records to substantiate such areas prior to any business relocation that would be impacted by this rule. Metropolitan LMAs cannot be combined, nor can a non-metropolitan LMA be combined with a metropolitan LMA. For the HUD-administered Small Cities Program, each of the three participating counties in Hawaii will be considered to be its own LMA. Recipients of Fiscal Year 1999 Small Cities Program funding in New York will follow the requirements for State CDBG recipients.

(3) *Operation*. A business operation includes, but is not limited to, any equipment, employment opportunity, production capacity or product line of the business.

(4) *Significant loss of jobs*. (i) A loss of jobs is significant if: The number of jobs to be lost in the LMA in which the affected business is currently located is equal to or greater than one-tenth of one percent of the total number of persons in the labor force of that LMA; or in all cases, a loss of 500 or more jobs. Notwithstanding the aforementioned, a loss of 25 jobs or fewer does not constitute a significant loss of jobs.

(ii) A job is considered to be lost due to the provision of CDBG assistance if the job is relocated within three years of the provision of assistance to the business; or the time period within which jobs are to be created as specified by the agreement between the business and the recipient if it is longer than three years.

(c) *Written agreement*. Before directly assisting a business with CDBG funds, the recipient, subrecipient, or a CDBO (in the case of an activity carried out pursuant to § 570.204) shall sign a written agreement with the assisted business. The written agreement shall include:

(1) *Statement*. A statement from the assisted business as to whether the assisted activity will result in the relocation of any industrial or commercial plant, facility, or operation from one LMA to another, and, if so, the number of jobs that will be relocated from each LMA;

(2) *Required information*. If the assistance will not result in a relocation covered by this section, a certification from the assisted business that neither it, nor any of its subsidiaries, has plans to relocate jobs at the time the agreement is signed that would result in a significant job loss as defined in this rule; and

(3) *Reimbursement of assistance*. The agreement shall provide for reimbursement of any assistance provided to, or expended on behalf of, the business in the event that assistance results in a relocation prohibited under this section.

(d) *Assistance not covered by this section*. This section does not apply to:

(1) *Relocation assistance*. Relocation assistance required by the Uniform Assistance and Real Property Acquisition Policies Act of 1970, (URA) (42 U.S.C. 4601-4655);

(2) *Microenterprises*. Assistance to microenterprises as defined by Section 102(a)(22) of the Housing and Community Development Act of 1974; and

(3) *Arms-length transactions*. Assistance to a business that purchases business equipment, inventory, or other physical assets in an arms-length transaction, including the assets of an existing business, provided that the purchase does not result in the relocation of the sellers' business operation (including customer base or list, goodwill, product lines, or trade names) from one LMA to another LMA and does not produce a significant loss of jobs in the LMA from which the relocation occurs.

[70 FR 76369, Dec. 23, 2005]

### ***Subpart K—Other Program Requirements***

SOURCE: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

#### ***§ 570.600 General.***

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in § 570.405 and § 570.440 with the exception of § 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see § 570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

#### ***§ 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.***

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.* ), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

### ***§ 570.602 Section 109 of the Act.***

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

### ***§ 570.603 Labor standards.***

(a) Section 110(a) of the Act contains labor standards that apply to nonvolunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.* ) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

### ***§ 570.604 Environmental standards.***

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decision making, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

### ***§ 570.605 National Flood Insurance Program.***

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

## **§ 570.606 Displacement, relocation, acquisition, and replacement of housing.**

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term “ *displaced person* ” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the “initiation of negotiations” if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

( 1 ) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

( 2 ) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

( 3 ) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term “ *displaced person* -” does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term “ *initiation of negotiations* ” means the execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential antidisplacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

### ***§ 570.607 Employment and contracting opportunities.***

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

### ***§ 570.608 Lead-based paint.***

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

### ***§ 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.***

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

### ***§ 570.610 Uniform administrative requirements and cost principles.***

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and OMB Circulars A-87, A-110 (implemented at 24 CFR part 84), A-122, A-133 (implemented at 24 CFR part 45), and A-128<sup>2</sup> (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at § 570.502.

<sup>2</sup> See footnote 1 at § 570.200(a)(5).

[60 FR 56916, Nov. 9, 1995]

### ***§ 570.611 Conflict of interest.***

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the



recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decisionmaking process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

### **§ 570.612 Executive Order 12372.**

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

### **§ 570.613 Eligibility restrictions for certain resident aliens.**

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. "Benefits" do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* "Covered activities" under this section means activities meeting the requirements of § 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected.* (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

[55 FR 18494, May 2, 1990]

### **§ 570.614 Architectural Barriers Act and the Americans with Disabilities Act.**

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

#### **UPDATE: Effective March 2015**

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates and streamlines requirements from 8 OMB Circulars referenced in Exhibit D - CDBG Regulations and Other Program Requirements:

|         |         |
|---------|---------|
| A - 21  | A - 110 |
| A - 87  | A - 122 |
| A - 89  | A - 133 |
| A - 102 | A - 50  |

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

[www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf](http://www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf)

## **Exhibit E**

### **Audit Findings or Exceptions**

(N/A - No audit findings or exceptions)



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                       |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1112 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to unseal the sole bid received for RFB No. 2016-17-26. and possibly award bid to the sole bidder, Mr. Victor's LTD Co., for the purchase of the two Recycling Trailers in a total amount not to exceed \$30,000.00. Possible action. (Staffed by Public Works.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                              |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                          | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b><br>Mayor's Signature<br>Budget Amendment                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                     |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                    |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                        |                 |                                                              |  |
| Olga Garza                                                                                                                                                                                                                                                                                                       |                 | Created/Initiated                                            |  |
| Pete Garcia                                                                                                                                                                                                                                                                                                      |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                                                       |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                       |                 |                                                              |  |
| <b>Attachments, if any:</b>                                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                           |                 |                                                              |  |



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                            |                 |                                                              |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                 |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1132 |  |
| <b>From:</b>                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to approve the Certificate of Formation and Bylaws to the Hidalgo County Foreign Trade Zone and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager's Office.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                        |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                    | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                               |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                              |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                  |                 |                                                              |  |
| Elizabeth Walker                                                                                                                                                                                                                                           |                 | Created/Initiated                                            |  |
| Mike Perez                                                                                                                                                                                                                                                 |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Certificate of Formation FTZ, Bylaws Hidalgo County Regional FTZ                                                                                                                                                            |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                     |                 |                                                              |  |

**CERTIFICATE OF FORMATION  
FOR  
THE HIDALGO COUNTY REGIONAL FOREIGN TRADE ZONE**

We, the undersigned natural persons, of the age of 18 years or more, acting as incorporators of a nonprofit corporation under the Texas Nonprofit Corporation Law adopt the following Certificate of Formation:

**ARTICLE I - NAME**

The name of the Corporation is Hidalgo County Regional Foreign Trade Zone.

**ARTICLE II - DURATION**

The period of duration of the Corporation is perpetual.

**ARTICLE III - PURPOSE**

The Corporation is organized and shall be operated exclusively as a business league, is not organized for profit, and no part of the net earnings will inure to the benefit of any private shareholder or individual, within the meaning of 26 U.S. Code, Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws); hereinafter referred to as Section 501 (c) (6) and within such limits, to operate as a foreign trade zone (the "HCRFTZ") in accordance with applicable state and federal statutes for the following purposes:.

1. To promote the competitiveness of businesses within HCRFTZ;
2. To promote activities involving domestic operations within the HCRFTZ;
3. To facilitate and expedite trade, retain and create jobs, encourage investment, manufacturing and logistics within the HCRFTZ;
4. Improve business conditions of international commerce within the meaning of Section 501 (c) (6);
5. Improving channels of communication and understanding between the municipalities of Donna, Pharr, Edinburg, Weslaco, and the County of Hidalgo and their executive departments and agencies, and HCRFTZ operators and users;
6. Promoting, stimulating and improving the HCRFTZ and its usage as an integral and valuable tool in the international commerce of the United States.

## **ARTICLE IV - MEMBERS**

The Corporation shall have five (5) members.

## **ARTICLE V - ASSETS**

No part of the assets or net earnings of the corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered to the HCRFTZ and to make payments and distributions in furtherance of the purpose and objects set forth in Article III hereof. The only distributions made are those allowable under 501 (c) (6).

## **ARTICLE VI - BOARD OF DIRECTORS**

The regulation of the internal affairs of the corporation shall be carried on through its Board of Directors and prescribed according to its Bylaws; the manner of their election or appointment, other than the initial Board of Directors provided for herein, shall be provided in the Bylaws. In furtherance and not in limitation of the powers conferred by statute, the corporation is expressly authorized to carry on its business and to hold annual or special meetings of its Board of Directors.

## **ARTICLE VII - PRIVATE PROPERTY**

The private property of the incorporators, directors and officers shall not be subject to the payment of corporate debts to any extent whatever.

## **ARTICLE VIII - NONPROFIT**

Notwithstanding any other provision of these Articles, the corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(6) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws or the Texas Nonprofit Corporation Act.

## **ARTICLE IX - DISSOLUTION**

Upon dissolution of the corporation, all of its assets and property of every nature and description remaining after the payment of all liabilities and obligations of the corporation (but not including assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution) shall be paid over and transferred to the HCRFTZ, or if this entity is no longer in existence to



one or more organizations which engage in activities substantially similar to those of the corporation and which are then qualified for exemption from federal income taxes as organizations described in Section 501(c)(3) or Section 501(c)(6) of the Internal Revenue Code of 1986 (or corresponding provisions of any subsequent federal tax laws).

## **ARTICLE X - REGISTERED AGENT AND REGISTERED OFFICE**

The street address of the initial registered office is: 100 East Cano, Suite 204 Edinburg, Texas 78537 and the registered agent of the Corporation is Ramon Garcia.

## **ARTICLE XI - AMENDMENTS**

The corporation reserves the right to amend, change or repeal any provision contained in these Articles or to merge or consolidate this corporation with any other nonprofit corporation in the manner now or hereafter prescribed by statute, provided, however, that any such action shall be calculated exclusively to carry out the objects and purposes for which the corporation is formed, and all rights herein conferred or granted shall be subject to this reservation. Any amendment, change or repeal of any provision in these Articles will be by a simple majority of the members.

## **ARTICLE XII-MANAGEMENT**

The management of the affairs of the Corporation is vested in the Board of Directors. The number of directors constituting the initial board of directors is six (6). The number of directors may be changed in the manner set forth in the Bylaws, provided that the number shall not be less than three (3). The names and addresses, of the persons who are to serve as the directors until the first annual meeting of members or until their successors are elected and qualified are:

1. David Suarez (Mayor, City of Weslaco)  
255 S. Kansas  
Weslaco, Texas 78596
2. Richard Garcia (Mayor, City of Edinburg)  
415 W. University Dr.  
Edinburg, Texas 78541
3. Ambrosio Hernandez (Mayor, City of Pharr)  
118 S. Cage  
Pharr, Texas 78577
4. Irene Munoz (Mayor, City of Donna)  
307 S. 12<sup>th</sup> Street

Donna, Texas 78537

5. Ramon Garcia (County Judge, County of Hidalgo)  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78549
6. \_\_\_\_\_ (City Commissioner, City of Weslaco)  
255 S. Kansas  
Weslaco, Texas 78596

### **ARTICLE XIII - INCORPORATORS**

The name and address, including street and number, of each incorporator is:

1. David Suarez-255 S. Kansas, Weslaco, Texas 78596
2. Richard Garcia-425 W. University Drive, Edinburg, Texas 78541
3. Ambrosio Hernandez-118 S. Cage, Pharr, Texas 78577
4. Irene Munoz – 307 S. 12<sup>th</sup> Street, Donna, Texas, 78537
5. Ramon Garcia – 100 E. Cano, 2<sup>nd</sup> Floor, Edinburg, Texas 78549

**IN WITNESS WHEREOF**, the undersigned have executed these Articles  
as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

### **INCORPORATORS:**

\_\_\_\_\_

**David Suarez**

\_\_\_\_\_

**Richard Garcia**

\_\_\_\_\_

**Ambrosio Hernandez**

---

**Irene Munoz**

---

**Ramon Garcia**



# **BYLAWS OF THE HIDALGO COUNTY REGIONAL FOREIGN TRADE ZONE**

|                      |                                                                                           |
|----------------------|-------------------------------------------------------------------------------------------|
| <b>ARTICLE I.</b>    | <b>PURPOSES</b>                                                                           |
| <b>ARTICLE II.</b>   | <b>MEMBERSHIP</b>                                                                         |
| <b>ARTICLE III.</b>  | <b>MEETINGS</b>                                                                           |
| <b>ARTICLE IV.</b>   | <b>BOARD OF DIRECTORS</b>                                                                 |
| <b>ARTICLE V.</b>    | <b>OFFICERS</b>                                                                           |
| <b>ARTICLE VI.</b>   | <b>RESIGNATIONS AND REMOVALS</b>                                                          |
| <b>ARTICLE VII.</b>  | <b>VACANCIES</b>                                                                          |
| <b>ARTICLE VIII.</b> | <b>PAYMENT OF DUES AND SUSPENSION OR EXPULSION<br/>OF MEMBERS</b>                         |
| <b>ARTICLE IX.</b>   | <b>AMENDMENTS</b>                                                                         |
| <b>ARTICLE X.</b>    | <b>FISCAL YEAR</b>                                                                        |
| <b>ARTICLE XI.</b>   | <b>INSPECTION OF RECORDS</b>                                                              |
| <b>ARTICLE XII.</b>  | <b>REGISTERED AGENT AND OFFICE</b>                                                        |
| <b>ARTICLE XIII</b>  | <b>PARLIAMENTARY PROCEDURE</b>                                                            |
| <b>ARTICLE XIV</b>   | <b>ACQUISITION AND INVESTMENT OF PROPERTY AND<br/>POWER TO CONTRACT ; INDEMNIFICATION</b> |
| <b>ARTICLE XV</b>    | <b>COMPENSATION</b>                                                                       |
| <b>ARTICLE XVI</b>   | <b>CONFLICT OF INTEREST AND NEPOTISM</b>                                                  |
| <b>ARTICLE XVII</b>  | <b>BUDGET</b>                                                                             |
| <b>ARTICLE XVIII</b> | <b>DISSOLUTION</b>                                                                        |

## **ARTICLE I. PURPOSES**

A. The Hidalgo County Regional Foreign Trade Zone (the "Corporation") is organized and shall be operated exclusively as a business league, is not organized for profit, and no part of the net earnings will inure to the benefit of any private shareholder or individual, within the meaning of 26 U.S. Code, Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any subsequent federal tax laws); hereinafter referred to as Section 501(c)(6), and within such limits, to operate as a foreign trade zone (the "HCRFTZ") in accordance with applicable state and federal statutes for the following purposes:

1. To promote the competitiveness of businesses within HCRFTZ;
2. To promote activities involving domestic operations within the HCRFTZ;
3. To facilitate and expedite trade, retain and create jobs, encourage investment, manufacturing and logistics within the HCRFTZ;
4. Improve business conditions of international commerce within the meaning of Section 501(c)(6);
5. Improving channels of communication and understanding between the municipalities of Donna, Pharr, Edinburg, Weslaco, and the County of Hidalgo and their executive departments and agencies, and HCRFTZ operators and users;
6. Promoting, stimulating and improving the HCRFTZ and its usage as an integral and valuable tool in the international commerce of the United States.

B. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be conducted or carried on by an organization exempt from federal income tax under Section 501(c)(6).

## **ARTICLE II. MEMBERSHIP**

A. Membership shall be restricted to the following entities:

- i. City of Donna
- ii. City of Weslaco
- iii. City of Edinburg
- iv. City of Pharr
- v. Hidalgo County

B. Each Member has a single vote with respect to matters put to the Members for a vote. Member's voting rights are limited to:

- i. Approval of any fundamental action as such term is defined in Section 22.164 of the Texas Nonprofit Corporation Law; and
- ii. Any other matter the Board of Directors opts to put to the Members.

The Members as a group do not vote, however, on the appointment of Directors, which are appointed as set forth in Article IV below.

### **ARTICLE III. MEETINGS**

A. Board of Directors Meetings. The Board of Directors shall meet quarterly, or more frequently as necessary, to conduct its affairs. In the event that such quarterly meeting is omitted by oversight or otherwise on the date herein provided for, the Board of Directors shall cause a meeting in lieu thereof to be held as soon thereafter as convenient, and any business transacted at such meeting shall be valid. Such subsequent meeting shall be called in the same manner as provided for the quarterly meeting.

B. Annual Meeting of Members. Annual meetings of the Members shall be held each year during the fourth quarter of the year (or at such other time as may be determined by the Chairman of the Board of Directors). The annual meeting of the Members may be held immediately before a meeting of the Board of Directors. As each Member has the right to appoint at least one Director (and as it is anticipated that the mayor or county judge of each Member entity, who is a Director, would also represent the Member at the Annual meeting), the Board of Directors may opt not to hold an annual meeting of the Members unless either (i) there is a matter to be voted on by the Members at that year's meeting or (ii) two Members request in writing a meeting of the Members.

C. Special Meetings of Board or Members. Special meetings of the Board of Directors or of the Members shall be held whenever called by the Chairman of the Board or by a majority of the Board of Directors. If not specified, a meeting will be deemed to be a meeting of the Board of Directors. Special meetings of the Members shall also be held whenever called by a majority of the Members.

D. Notice of Meetings. Written notice of all meetings of the Board of Directors stating the time, place and purposes for which such meeting is called, shall be given by or at the direction of the Chairman of the Board or Vice Chairman of the Board by mail and/or electronic transmission to each Director. Written notice of any special meeting of the Members stating the time, place and purposes for which such meeting is called, shall be given by or at the direction of the Chairman of the Board or by a Member calling such meeting to each Member. All meetings, notices and deliberations must be in compliance with the Open Meetings Act as set forth in Chapter 551 of the Texas Government Code.

E. Quorum; Voting. At any meeting of the Board of Directors a majority of all voting Directors shall constitute a quorum for the transaction of business. At any meeting of the Members, a majority of the Members shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, a majority of the vote of those present shall be required for the passage of any motion, resolution or other matter put to a vote unless a higher percentage is required by these Bylaws. Unless the provision expressly provides that it is a vote of a certain percentage of all Directors or all Members, a provision calling for the vote of a certain percentage of the Board of Directors or of the Members shall mean a vote of that percentage of the Directors or Members, as the case may be, present at a meeting at which a quorum is present.

#### **ARTICLE IV. BOARD OF DIRECTORS**

A. Number: The Board of Directors shall consist of six (6) Directors, or such other number not less than three (3) as may be determined from time to time by a three-fourths (3/4<sup>ths</sup>) vote of the Board of Directors; provided, however, that the number of Directors shall at least equal the number of Members.

B. Qualification; Term: Except as otherwise specified herein, each Director must be the Mayor or County Judge of a Member or, with respect to the sixth slot on the Board of Directors, a City Commissioner of the City of Weslaco. The initial Board of Directors is comprised of persons holding the following offices:

- i. Mayor, City of Weslaco
- ii. Mayor, City of Edinburg
- iii. Mayor, City of Pharr
- iv. Mayor, City of Donna
- v. County Judge, County of Hidalgo
- vi. City Commissioner, City of Weslaco

Each person's term as a Director shall end upon the end of such person's service in the office set forth above. With respect to the positions on the Board of Directors held by the officials listed in i. through v. above, the next person holding such office for the respective city or the county shall, without other action by the Board of Directors, become the next Director holding such position immediately upon taking such office. The sixth slot, which may only be held by a Weslaco City Commissioner, will be appointed by the City Commission of Weslaco, and such person shall hold the sixth slot on the Board of Directors until the earlier of the end of such person's service as a city commissioner of the City of Weslaco or the appointment by the City Commission of Weslaco of a different City Commissioner to such Director's slot. In the event of a vacancy, in accordance with Article VI and VII below, only the governing body of the respective Member may appoint a replacement to a Director's slot on the Board.

C. Management. The business and affairs of the Corporation shall be managed by the Board of Directors. The Board of Directors shall have the power to delegate its authority



over the day-to-day management of the Corporation to any officer or agent upon such terms as the Board of Directors shall determine, including to an Executive Director. The Board of Directors shall establish the policies of the Corporation and oversee the administration of the HCRFTZ by the Executive Director. The Board shall interpret these Bylaws when necessary. The Board shall decide on any matter that may be referred to it by the Chairman of the Board, Vice Chairman of the Board, Secretary/Treasurer, or by written communication and /or electronic transmission signed by any Director.

D. Initial Delegation to County. The County of Hidalgo will conduct the initial management of the Corporation. Such management services shall be provided through the Office of the Hidalgo County Judge or such other personnel as deemed appropriate by the County Judge. The County of Hidalgo shall be (i) compensated by the Corporation for its services at a rate agreed upon by the County of Hidalgo and the Board of Directors, (ii) reimbursed by the Corporation for any expenses and (iii) indemnified by the Corporation for its actions to the fullest extent allowed by law.

E. Executive Director. At such time as the County determines it is necessary to hire staff to conduct the business of the Corporation or otherwise declines to provide management services, the Board of Directors shall employ an Executive Director to serve as the Chief Operating Officer of the HCRFTZ. The Executive Director may employ, with the concurrence of the Board of Directors, such other full-time employees as may be necessary to conduct the business of the HCRFTZ. The Board of Directors shall control and approve funding for staff salaries. The Executive Director shall serve at the pleasure of the Board of Directors and pursuant to the terms of the Executive Director's written contract with the Corporation. The Executive Director shall supervise and control all of the business and affairs of the HCRFTZ and such duties as may be prescribed by the Board of Directors from time to time.

D. Attorney. The Board of Directors shall employ an attorney to represent the Corporation and advise the Board on all legal issues coming before the Board of Directors. The attorney must be independent of all Member entities and shall report directly to the Board of Directors. The Board of Directors shall approve funding, rate of pay and all other terms of the contract for the attorney.

E. Audit. An audit shall be conducted by a certified public accountant annually in accordance with standard accounting procedures. Said audit will be prepared in cooperation with the Hidalgo County Auditor. The Board of Directors shall select the accounting firm for the annual audit and shall approve funding, rate of pay and all other terms of the contract for the firm.

## **ARTICLE V. OFFICERS**

A. Corporate Officers. Except as otherwise provided in these Bylaws or by the Board of Directors, each officer is elected by the Board of Directors. The officers of the Corporation shall consist of:

- i. Chairman of the Board (also known as the Chief Executive Officer or the President),
- ii. Vice Chairman of the Board (also known as the Vice President),
- iii. Secretary/Treasurer;
- iv. Executive Director (also known as the Chief Operating Officer), if any, and
- v. such other officers as the Board of Directors, shall, from time to time, deem necessary.

B. Term and Election. Other than the Executive Director, only a Director may be an officer. Each officer shall hold office until the first to occur of:

- i. the election of a successor to such office by the Board of Directors;
- ii. the end of such officer's term on the Board of Directors (except with respect to the Executive Director); or
- iii. until such officer's death, resignation or removal.

The Board of Directors may, but is not required, to hold elections of officers annually.

C. Chairman. It shall be the duty of the Chairman of the Board, in such person's capacity as the Chief Executive Officer, and in cooperation with the other officers, to oversee the implementation of the policies established by the Board of Directors. The Chairman of the Board shall enforce the provisions of the Bylaws and directives of the Board of Directors, and shall preside over all meetings of the Board of Directors and of the Members. The Chairman of the Board shall execute necessary agreements and contracts of the HCRFTZ following approval by the Board. The Chairman of the Board shall appoint the members of all committees and task forces and render an annual report to the Members. The Chairman of the Board shall perform all the duties commonly incident to the office and shall perform such other duties as the Board of Directors may designate.

D. Vice Chairman. It shall be the duty of the Vice Chairman of the Board to assist the Chairman of the Board to oversee the implementation of the policies established by the Board of Directors and be responsible for specific assignments delegated by the Chairman of the Board. The Vice Chairman of the Board shall carry out the duties of the Chairman of the Board whenever the Chairman of the Board is unable or unwilling to do so, including executing agreements approved by the Board.

E. Secretary/Treasurer. It shall be the duty of the Secretary/Treasurer to keep a record of all meetings of the Board of Directors and of the Members. The Secretary/Treasurer shall ensure that copies of minutes of all such meetings are prepared and mailed to the Directors as directed by the Chairman of the Board or Board of Directors. The Secretary/Treasurer shall serve as an elected officer, ensure that a list of Members, Directors and officers is maintained, and arrange for the publication of such lists as requested. The Secretary/Treasurer shall:

- i. cause to be kept full and accurate accounts of receipts and disbursements of the funds of the Corporation,
- ii. cause to be deposited all monies received in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors, and
- iii. submit monthly financial reports and quarterly reports to the Board of Directors.

The Secretary/Treasurer shall cause an audit, in accordance with Section IV.E. above, to be conducted annually in accordance with generally accepted accounting standards and provide the audit report to the Board of Directors not later than 30 days after receipt from the independent auditor.

F. Other Officers; Additional Duties. Officers shall have such authority and perform such duties in the management of the Corporation as are provided in these Bylaws or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

## **ARTICLE VI. RESIGNATIONS AND REMOVALS**

A. Any Director may resign as a Director and/or officer at any time by giving written notice to the Board of Directors. Any such resignation shall take effect at the time specified therein, or, if the time be not specified therein, upon its acceptance by the Board of Directors.

B. Any Director may be removed for cause from such person's position as a Director if the person misses three (3) consecutive meetings without a valid excuse. Written notice of such removal shall be sent to the governing body of the Member having the right to appoint a successor, informing the Member of the termination of such person's position as a Director and requesting that the elected body of the Member appoint another elected official who is a member of the governing body to fill the remainder of the term as Director in accordance with Article VII below.

## **ARTICLE VII. VACANCIES**

A. Directors. As the office of any Director becomes vacant by reason of death, resignation, removal, disqualification, or otherwise, if the office designated in Article IV is not, for any reason, filled by another individual, then the elected governing body of the Member whose slot on the Board of Directors is open shall select an elected official from that Member's elected governing body to fill the Member's open slot on the Board of Directors. The Board of Directors, by a majority vote, shall approve the successor who shall fill such vacancy until the next annual meeting.

B. Officers. Any vacancy occurring in any office of the Corporation by death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors.

## **ARTICLE VIII. PAYMENT OF DUES AND SUSPENSION OR EXPULSION OF MEMBERS**

A. The amount of annual membership dues and due date for payment of such dues shall be determined by the Board of Directors. The amount of dues and the due date shall be the same for each Member.

B. Written notice of failure to pay dues shall be sent to any Member whose dues remain unpaid after thirty (30) days from the due date. Any Member that has received such written notice whose dues remain unpaid after ninety (90) days from the date due may be expelled from membership and its Director removed by the affirmative three-fourths (3/4<sup>ths</sup>) vote of the Board of Directors.

C. A Member may be suspended or expelled from the Corporation for cause (other than nonpayment of dues) upon the affirmative three-fourths (3/4<sup>ths</sup>) vote of the Board of Directors. The Member shall be given notice of the grounds for removal and an opportunity to be heard by the Board of Directors prior to the vote of the Board of Directors.

D. When a Member is expelled or suspended from the Corporation, the Member's Director (or in the case of Weslaco, Directors) will automatically be removed from the Board of Directors (and a quorum will be determined as if such slot on the Board of Directors did not exist). The Member will not be represented on the Board of Directors and will not be considered to be a Member for purposes of meetings or voting of Members. With respect to any such action pursuant to Section VIII.B. above, once the Member entity pays their fees, then, without the need for further action by the Board of Directors, the Director will be reinstated to the slot on the Board of Directors and the Member will regain their right to vote at a meeting of the Members. With respect to any other expelled or suspended Member, such membership may only be reinstated upon the affirmative a three-fourths (3/4<sup>ths</sup>) vote of the Board of Directors.

## **ARTICLE IX. AMENDMENTS**

These Bylaws may be amended or repealed by a three-fourths (3/4<sup>ths</sup>) vote of the Board of Directors, provided notice of the proposed change is provided in the meeting agenda and a text of the proposed amendment is provided to each Director at least thirty (30) days prior to the meeting.

## **ARTICLE X. FISCAL YEAR**

The fiscal year of the Corporation shall be January 1 through December 31.

## **ARTICLE XI. INSPECTION OF RECORDS**

All books and records of the HCRFTZ shall be open for inspection to any Directors and Members. The public may request records but all responses to said information shall be subject to the terms of the Public Information Act as set forth in Chapter 552 of the Texas Government Code in effect at the time the request is received.

## **ARTICLE XII. REGISTERED AGENT AND OFFICE**

The Corporation will continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Nonprofit Corporation Law. The name of the registered agent and address of the registered office may be changed from time to time by the Board of Directors. Provided the person consents to serve as registered agent, the registered agent shall be the County Judge of the County of Hidalgo.

## **ARTICLE XIII. PARLIAMENTARY PROCEDURE**

The proceedings of Board of Directors and Members meetings shall be governed by, and conducted according to the latest edition of Robert's Rules of Order.

## **ARTICLE XIV. ACQUISITION AND INVESTMENT OF PROPERTY AND POWER TO CONTRACT; INDEMNIFICATION**

A. The Corporation shall have the power and authority to acquire by purchase, gift or devise any character of property and shall have the power to obtain funds for the purpose of acquiring said property and paying the compensation thereof by issuing bonds or notes or other types of indebtedness.

B. Unless otherwise determined by the Board of Directors, to the extent allowed by law, any contractors of the Corporation will defend, indemnify, and hold harmless the Corporation and its Board of Directors from all damages, costs, expenses, and attorney fees for all claims and suits including claims and suits for death, personal injury and property damage, arising out of, or connected with, the work under the contract whether or not caused in whole or in part by the negligence of the Corporation, its Board of Directors, its agents or employees.

C. The Corporation may purchase, sell, and invest its funds and funds under its control in investments authorized under Subchapter 2256 of the Texas Government Code, otherwise known as the Public Funds Investment Act. The Board of Directors shall adopt, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

## **ARTICLE XV.        COMPENSATION**

Directors are not entitled to any compensation for serving on the Board of Directors but may be reimbursed for any necessary expenses incurred in conducting HCRFTZ business, including but not limited to travel, meals and housing or any other expenses, provided such necessary expenses are approved in advance by the Board of Directors. Any reimbursement must be in compliance with Section 501(c)(6) and the Texas Nonprofit Corporation Law.

## **ARTICLE XVI        CONFLICT OF INTEREST AND NEPOTISM**

A. If a Director has a substantial interest, as that term is defined in Chapter 171 of the Texas Local Government Code, in a business entity or real property, that Director shall file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest, and shall abstain from further participation in the matter if: (i) the action will have a special economic effect on the value of the business entity that is distinguishable from its effect on the public; or (ii) it is reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public. This affidavit must be filed with the Secretary/Treasurer of the Corporation. The Board of Directors must also comply with any and all other conflict of interest provisions in any applicable state or federal law or regulations.

B. The Board of Directors may not appoint or confirm any person to a paid position of any kind with the Corporation if that person is related to any Director within the third degree by affinity or the fourth degree by consanguinity as those terms are defined under Chapter 573 of the Texas Government Code. The Board of Directors may not make such an appointment even if the related Director abstains from voting. The Board of Directors must comply with any and all applicable state and federal laws or regulations concerning nepotism or any amendments thereof.

## **ARTICLE XVII        BUDGET**

Each year, by October 31, the Board of Directors or a committee appointed by the Board shall prepare and submit a draft of the next year's annual budget to the Members and the Board of Directors for review. After a public hearing, the Board of Directors shall approve the budget, with such revisions as determined by the Board of Directors, on or before December 31 for the upcoming year.

## **ARTICLE XVIII.       DISSOLUTION**

In the event of the winding up and termination of the Corporation, no Director shall be entitled to any distribution or division of its remaining property or proceeds, and the

balance of all money and other property received by the Corporation from any source, after the payment of all debts and obligations of the Corporation, shall be used or distributed exclusively for the purposes within the intent of Section 501(c)(6).

-----  
DIRECTOR



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                |                 |                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                     |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1138 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                   |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to adopt a policy for the Tower (El Tinaco) Light Annual Schedule and Tower Light Request Guidelines, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) |                 |                                                              |  |
| <b>Background:</b><br>We are creating a schedule to have the tower lights on schedule throughout the year.                                                                                                                                                                     |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                            |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                        | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                             |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                   |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                  |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                      |                 |                                                              |  |
| David Arce                                                                                                                                                                                                                                                                     |                 | Created/Initiated                                            |  |
| David Arce                                                                                                                                                                                                                                                                     |                 | Approved                                                     |  |
| Mike Perez                                                                                                                                                                                                                                                                     |                 | Final Approval                                               |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Approval upon Commission review.                                                                                                                                                                                                               |                 |                                                              |  |
| <b>Attachments, if any:</b><br>TOWER LIGHTING REQUEST GUIDLINES, TOWER LIGHT HOLIDAYS, TOWER LIGHT CANCER AWARENESS                                                                                                                                                            |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                         |                 |                                                              |  |



## **TOWER LIGHTING REQUEST**

The City of Weslaco lights the Water Tower for City events, traditions and National events/holidays such as Veteran's Day, Memorial Day, and Christmas.

In addition to lighting for annual holidays and national/citywide events, the City also will consider special occasion lighting requests that meet the following criteria:

- Application must support a local, national or international awareness issue that builds local community or is related to community health (Breast Cancer Awareness)
- Application must support an event of local, regional or national significance (such as Flag Day or Veterans Day)
- Application must support a local festival that is formally supported by the City or an event that positively impacts local community spirit (such as Onion Fest or National Night Out)
- Lighting is limited to a 24-hour period, typically from dusk until dawn, subject to the operational parameters of the light feature.

The City maintains traditional lightings for the religious holidays of Easter and Christmas. The City will not light for religious figures, religious organizations, or additional religious holidays.

The City of Weslaco has sole discretion over which lighting requests are approved.

The City is under no obligation to provide specific feedback to an individual/organization regarding the status, merit and/or denial of its application.

**The City will not consider requests that contradict a City policy or bylaw, or requests that are personal, political or commercial in nature.**

Requests must be turned in more than two weeks in advance for review to the Parks and Recreation Department. The City of Weslaco does not accept lighting requests more than 6 months in advance of the requested lighting date.

**In the case that a request is made with short notice (less than 2 weeks), the Mayor has authority to approve or deny such request(s).**

Lighting is limited to observance of a single occasion or event per day, except two Weslaco football teams may be recognized concurrently subject to the operational ability.

In the event that there are multiple requests for the same day, the earliest request received (that meets the criteria) will be selected. The Mayor may approve no more than two occasions for a single day. Lighting style will be subject to the operational parameters of the light feature.

## SUGGESTED TOWER LIGHTING SCHEDULE

JAN 9 - **BLUE** – NATIONAL LAW ENFORCEMENT APPRECIATION DAY

FEB 4 - **ORANGE** AND **BLUE** – AMERICAN CANCER SOCIETY AND WORLD CANCER DAY

**\*\* FEB 14 – RED – VALENTINE’S DAY \*\***

FEB 20 - **RED**, **WHITE** AND **BLUE** - PRESIDENTS DAY

MARCH 2 - **RED**, **WHITE** AND **BLUE** - TEXAS INDEPENDENCE DAY /FLAG DAY

**\*\* MARCH 17 – GREEN – ST. PATRICKS DAY \*\***

APRIL 2 – **BLUE** - AUTISM SPEAKS AND WORLD AUTISM AWARENESS DAY

**\*\*WEEKEND OF EASTER (FRI-SUN) – PASTELS –EASTER \*\***

APRIL 22 – **GREEN** - EARTH DAY

MAY 4 - **RED** AND **BLUE** - INTERNATIONAL FIREFIGHTERS' DAY

MAY 5 - **BLUE** AND **PURPLE** - POLICE MEMORIAL WEEK

WEEKEND OF MEMORIAL DAY (FRI-MON) - **RED**, **WHITE** AND **BLUE** - MEMORIAL DAY

JUNE 1, 2017 – **ORANGE** – NATIONAL GUN VIOLENCE AWARENESS DAY

JULY 2-4 – **RED**, **WHITE** AND **BLUE** - INDEPENDENCE DAY

AUG 7 – **PURPLE** – PURPLE HEART DAY

WEEKEND OF LABOR DAY (FRI-MON) - **RED**, **WHITE** AND **BLUE** - LABOR DAY

SEP 11 – **RED**, **WHITE** AND **BLUE** - PATRIOT DAY

**\*\* SEPT 16 - RED, WHITE AND GREEN – MEXICAN INDEPENDENCE DAY \*\***

**\*\* Sept 21 - PURPLE – World Alzheimer’s day \*\***

OCT 3 – **BLUE** – STOMP OUT BULLING AND WORLD DAY OF BULLYING PREVENTION

**\*\*Oct 10 – GREEN – WORLD MENTAL HEALTH DAY\*\***

NATIONAL ELECTION DAY – **RED**, **WHITE** AND **BLUE** - ELECTION DAY

NOV 11 - **RED**, **WHITE** AND **BLUE** - VETERANS DAY

**\*\*NOV 14 – BLUE - WORLD DIABETES DAY \*\***

DEC 24-25 – **RED** AND **GREEN** OR **RED** AND **WHITE** – CHRISTMAS

# CITY TRADITIONS

## HIGH SCHOOL FOOTBALL VARSITY GAMES (THURS –SUN)

### BEFORE GAME

**PURPLE (WEST SIDE)** – WESLACO PANTHERS

**WHITE** (EAST SIDE) – WESLACO EAST WILD CATS

### WHEN BOTH TEAMS WIN ON THE SAME NIGHT

**PURPLE (WEST SIDE)** – WESLACO PANTHERS

**WHITE** (EAST SIDE) – WESLACO EAST WILD CATS

**IF ONLY ONE TEAM WINS THE ENTIRE TOWER WILL BE LITE WITH THE COLOR OF THE SCHOOL.**

# CANCER AWARENESS

**JANUARY** – **TEAL**/ **WHITE** – CERVICAL CANCER

**FEBRUARY** – **KELLY GREEN** - NATIONAL CANCER PREVENTION MONTH /  
GALLBLADDER AND BILE DUCT CANCER

**MARCH** – **DARK BLUE** -COLORECTAL / **ORANGE** - KIDNEY / **BURGANDY** - MULTIPLE  
MYELOMA CANCER

**APRIL** - **ORCHID** -Testicular/ **PERIWINKLE** –Esophageal / (**BURGANDY**/Ivory)- Head  
and Neck

**MAY** – **GREY**- BRAIN / **BLACK** – MELANOMA AND SKIN / **MARIGOLD**, **BLUE** AND **PURPLE**-  
BLADDER

**JUNE** – NATIONAL CANCER SURVIOR MONTH

**JULY** – **YELLOW**- SARCOMA CANCER

**SEP.** – **GOLD** – CHILDHOOD CANCER / **PEACH** – GYNECOLOGIC / **VIOLET** – HODGKIN’S  
LYMPHOMA / **ORANGE** – LEUKEMIA / **LIME GREEN** – LYMPHOMA / **TEAL** – OVARIAN /  
**TEAL, PINK AND BLUE** – THYROID / **LIGHT BLUE** – PROSTATE CNACER

**OCT** – **PINK** – BREAST/ **EMERALD GREEN** – LIVER CANCER

**NOV** – **WHITE** – LUNG / **ZEBRA STRIPE** – CARCINOID / **PURPLE** – PANCREATIC /  
**PERIWINKLE** – STOMACH CANCER



## Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                                 |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1148 |  |
| <b>From:</b><br>Claudia Galnares                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to negotiate and enter into agreement with Roger Garza, Valley Risk Consulting, for Professional Consulting Services related to insurance coverage's for the City and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.) |                 |                                                              |  |
| <b>Background:</b><br>Professional services to assist with insurance RFPs, evaluation, and recommendation.                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                        |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                    | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                                                         |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                               |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                              |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                  |                 |                                                              |  |
| Claudia Galnares<br>Veronica Ramirez<br>Mike Perez                                                                                                                                                                                                                                                                         |                 | Created/Initiated<br>Approved<br>Final Approval              |  |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Staff Recommendation:</b><br>Staff recommends approval.                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Valley Risk Consulting                                                                                                                                                                                                                                                                      |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                                                                                                                                                     |                 |                                                              |  |

# City of Weslaco

*"The City on the Grow"*



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

Mike R. Perez, City Manager

## INTERNAL MEMO HUMAN RESOURCES DEPARTMENT

**DATE:** August 10, 2017

**TO:** Mayor and City Commission

**CC:** Mike Perez, City Manager

**FROM:** Veronica Ramirez, Human Resources Director

**Subject:** Professional Services Agreement

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Requesting approval to enter into agreement with Roger Garza, Valley Risk Consulting Services related to insurance coverages. Staff recommends approval.



# Standardized Agenda Request Form

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                              |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1149 |  |
| <b>From:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to select a name for the City of Weslaco 311 app, a mobile citizen service request application. Possible action. (Staffed by IT Department.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>Background:</b><br>The City of Weslaco selected Accela for our mobile citizen service request application on June 6th, 2017. We are now in the process of configuring departmental work orders and citizen requests but are also needing to select a name for the mobile application. I provided multiple options to department directors to choose from or submit their own and the first three options below were most popular.<br><br><ol style="list-style-type: none"> <li>1. My Weslaco</li> <li>2. Weslaco Works</li> <li>3. Go Weslaco</li> <li>4. I Am Weslaco</li> <li>5. Weslaco Momentum</li> <li>6. Weslaco 311</li> <li>7. Own Weslaco</li> </ol> <p>This app will not just be for submitting issues, we will also have buttons for the following:<br/>         News/Press Releases<br/>         Job Opportunities<br/>         Event Calendar<br/>         City Officials<br/>         After Hour Contacts<br/>         Brush Collection<br/>         Facebook links – City, PD, FD, Airport, Library<br/>         Possibly – Valley Metro Bus Routes<br/>         Possibly – Chamber Think Weslaco App</p> |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                                                              |  |
| Amount:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                              |  |
| Jose Peña                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | Created/Initiated                                            |  |
| Jose Peña                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | Approved                                                     |  |

|                                                                                                                                                                                       |                |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Mike Perez                                                                                                                                                                            | Final Approval |
| <b>City Manager Comments:</b><br>Approve.                                                                                                                                             |                |
| <b>Staff Recommendation:</b><br>Staff recommends selection of an App Name so that developer can begin process on app development and City staff working on icon and graphics for app. |                |
| <b>Attachments, if any:</b>                                                                                                                                                           |                |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                |                |





## Standardized Agenda Request Form

|                                                                                                                                                                                                    |                 |                                                              |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------|--|
| <b>Date of Meeting:</b><br>August 15, 2017                                                                                                                                                         |                 | <b>Agenda Item No.</b> (to be assigned by CSO):<br>2017-1157 |  |
| <b>From:</b>                                                                                                                                                                                       |                 |                                                              |  |
| <b>Subject:</b><br>Discussion and consideration to approve Resolution 2017-55 opposing the Border Wall at Santa Ana National Wildlife Refuge. Possible action. (Staffed by City Manager's Office.) |                 |                                                              |  |
| <b>Background:</b>                                                                                                                                                                                 |                 |                                                              |  |
| <b>Funding Source</b> (budget code, if applicable):                                                                                                                                                |                 |                                                              |  |
| Amount:                                                                                                                                                                                            | Term of Impact: | Identified in Current Budget:                                |  |
| <b>Additional Action Prompted:</b>                                                                                                                                                                 |                 |                                                              |  |
| <b>If item previously considered, provide date and action by Commission:</b>                                                                                                                       |                 |                                                              |  |
| <b>If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:</b>                                      |                 |                                                              |  |
| <b>Advisory Review, if any</b> (name of board/committee, date of action, recommendation):                                                                                                          |                 |                                                              |  |
| Aida Vega<br>Mike Perez                                                                                                                                                                            |                 | Created                                                      |  |
| <b>City Manager Comments:</b><br>May have revised Resolution prepared for meeting                                                                                                                  |                 |                                                              |  |
| <b>Staff Recommendation:</b>                                                                                                                                                                       |                 |                                                              |  |
| <b>Attachments, if any:</b><br>Resolution 2017-55                                                                                                                                                  |                 |                                                              |  |
| <b>Responsibilities upon Approval:</b>                                                                                                                                                             |                 |                                                              |  |

**RESOLUTION NO. 2017-55**

**A RESOLUTION OF THE CITY OF WESLACO OPPOSING BORDER WALLS AND FENCES IN THE RIO GRANDE VALLEY OF TEXAS**

WHEREAS border walls and fences are a symbol of hate and fear and have no place in this country or our communities;

WHEREAS border walls and fences have never been shown to be an effective deterrent to illegal migration or smuggling;

WHEREAS advanced information technology solutions can effectively provide border security with more efficient use of taxpayer funding and eliminate the drastic measure of taking of public and private lands;

WHEREAS border walls will damage our nature-tourism economy and will cause irreparable harm to our refuges and parks to include Santa Ana National Wildlife Refuge along the Rio Grande River;

**NOW, THEREFORE, BE IT RESOLVED** that we, the duly elected Commissioners of the City of Weslaco, do declare and resolve on this 15<sup>th</sup> day, August, 2017, an unequivocal opposition to any further border walls or fences in the Rio Grande Valley of Texas.

PASSED AND APPROVED this the 15<sup>th</sup> day of August, 2017.

CITY OF WESLACO

\_\_\_\_\_  
David Suarez, MAYOR

ATTEST:

\_\_\_\_\_  
Elizabeth M. Walker, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Juan E. Gonzalez, CITY ATTORNEY