



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, SEPTEMBER 5, 2023**

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, September 5, 2023 at 5:30 PM for the purpose of discussing the following items:

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

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

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Roll Call.
- E. Mayoral recognition.
 - 1) Recognition of the retirement of Officer Alex Casares from the Weslaco Police Department.
 - 2) Weslaco East High School ROTC Certificate Presentation.

II. PUBLIC COMMENTS

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

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

III. REPORTS

- A. Presentation by Engineering Interns.

- B. Weslaco Chamber of Commerce.
- C. Weslaco Economic Development Corporation.

IV. PUBLIC HEARING

- A. Public Hearing to solicit input from the public regarding the City of Weslaco's Proposed Budget for Fiscal Year 2023-2024 commencing October 1, 2023 and ending on September 30, 2024, pursuant to Local Government Code 102.006. (Staffed by Finance Department.) Attachment.
- B. Public Hearing to solicit input from the public regarding the City of Weslaco proposed ad valorem property tax rate of .6967 per \$100 valuation, pursuant to Texas Tax Code Section 26.05(d). (Staffed by Finance Department.) Attachment.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

- A. Approval of the Minutes of the Regular Meeting on August 15, 2023. (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2023-32 to rezone 109 W Esplanada also being Lot 15 and 16, Block 7, Esplanada Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading held August 15, 2023. (Staffed by Planning & Code Enforcement Department.) Attachment.
 - 2) Ordinance 2023-33 to rezone 500 S Iowa also being Lot 1, Block 44, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading held August 15, 2023. (Staffed by Planning & Code Enforcement Department.) Attachment.
 - 3) Ordinance 2023-34 for the Voluntary Annexation of EMC Subdivision– being a 1.79-acre tract of land out of Farm Tract 771, West Tract Subdivision, Hidalgo County, Texas located 750' west of Pleasantview along the south side of E 18th St. and authorize the Mayor to execute any related documents. First reading held August 15, 2023. (Staffed by Planning & Code Enforcement Department.) Attachment.
 - 4) Ordinance 2023-35 for the Voluntary Annexation of Parma Subdivision– being a West Tract BNC an IRR TR S330'-N660'-E660' FT 109 5.0 AC Net, West Tract

Subdivision, Hidalgo County, Texas located North Texas approximately 1,600 feet south of Mile 10 North and authorize the Mayor to execute any related documents. First reading held August 15, 2023. (Staffed by Planning & Code Enforcement Department.) Attachment.

- C. Approval on Resolution 2023-52 of the annual request to host the Weslaco Lighted Christmas Parade on Saturday, December 9, 2023 along with Santa Dash fun run by the Chamber & RGV Theme Runs from 4:00 to 9:00 pm; request for street closures on Texas Blvd from Pike Street to Sixth Street, approval of the use of City Hall parking lot to stage fun run participants for start and end of run, request for support from Weslaco PD, Public Works and Parks & Recreation Departments. Request to waive any required fees and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for a proposed street closure affecting state right-of-way. (Staffed by Engineering/Weslaco Chamber of Commerce.) Attachment.
- D. Approval to allow Honorably Retired Peace Officer Alex Casares to purchase his service weapon, a Glock Gen 4 with engraving "WESLACO PD" Model 22, caliber .40 with serial #WXN025 for an amount of \$255.00 as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- E. Approval to submit an application to D&M Leasing Buy Board Contract 652-21 to lease 10 police units (eight marked police units and two unmarked units) and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- F. Approval of a Memorandum of Understanding with Region One for provision of free GED, ESL, and other adult education classes within the library and authorize the Mayor to execute any related documents. (Staffed by Library Department.) Attachment.
- G. Approval of Interlocal Agreement(s) with the following entities for Animal Care Services:
 - 1. City of Alamo
 - 2. City of Donna
 - 3. City of Edcouch
 - 4. City of Elsa
 - 5. City of La Villa
 - 6. City of Mercedes
 - 7. City of Penitas
 - 8. City of Pharr
 - 9. City of San Juan
 - 10. Willacy Countyand authorize the Mayor to execute any related documents. (Staffed by Weslaco Animal Care Services.) Attachment.

- H. Approval on renewal of a lease agreement with the Mid-Valley Soccer Association for the Judge Gilbert Garza Park Soccer Complex as requested from September 2023 through April 2024 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.) Attachment.
- I. Approval on renewal of a lease agreement with the Weslaco Youth Football League for the use of Harlon Block Sports Park as requested from September 2023 through February 2024, and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.) Attachment.

VI. APPOINTMENTS

- A. Discussion and consideration on Resolution 2023-53 appointing a member to the Parks and Recreation Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.

VII. OLD BUSINESS

- A. Discussion and consideration to award the Worker's Compensation Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (There was no action on August 15, 2023; staffed by Human Resources Department.) Attachment.
- B. Discussion and consideration to approve and award the Depository Services Contract to the most advantageous respondent from RFP 2022-23-24 for a three-year contract beginning October 1, 2023 and ending September 30, 2026 with an option to renew the contract for two (2) years and authorize the Mayor to execute any related documents. Possible action. (There was no action August 15, 2023; staffed by Finance Department.) Attachment.

VIII. NEW BUSINESS

- A. Discussion and consideration to approve Ordinance 2023-37, adopting the City of Weslaco's budget appropriations for Fiscal Year 2023-2024 commencing October 1, 2023 and ending September 30, 2024 and authorize the Mayor to execute any related documents. **ROLL CALL VOTE REQUIRED.** First reading of Ordinance 2023-37. Possible action. (Staffed by Finance Department.) Attachment.
- B. Discussion and consideration on Ordinance 2023-38, adopting and levying the ad valorem tax rate for Fiscal Year 2023-2024 and authorize the Mayor to execute any related documents. **ROLL CALL VOTE REQUIRED.** First reading of Ordinance 2023-38. Possible action. (Staffed by Finance Department.) Attachment.
- C. Discussion and consideration on Ordinance 2023-39 amending Ordinance 2022-05 the Master Fee Schedule and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-39. Possible action. (Staffed by Finance

Department.) Attachment.

- D. Discussion and consideration to approve the Fiscal Year 2023 Interlocal Agreement with the County of Hidalgo under the Urban County Program setting the amount for the city at \$294,597 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.) Attachment.
- E. Discussion and consideration for staff to proceed with asbestos abatement at the Weslaco Service Center and former Parks & Recreation office located at 1200 E. 6th Street and convert buildings to open air pavilions and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation.) Attachment.
- F. Discussion and consideration on Ordinance 2023-40 amending the Code of Ordinances Chapter 134 Traffic Article III, Stopping, Standing and Parking amending Section 134-133 prohibiting stopping and parking during certain hours on certain streets and authorizing the Mayor to execute any related documents. First and final reading of Ordinance 2023-40. Possible action. (Staffed by the Engineering Department.) Attachment.
- G. Discussion and consideration of Ordinance 2023-41 for a proposed multi-way stop at the intersection of 18th Street and Airport Drive and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-41. Possible action. (Staffed by the Engineering Department.) Attachment.
- H. Discussion and consideration on the purchase of Provision to be used for interview/interrogation rooms in the new police department for the amount of \$21,840.00 and an annual recurring cost of \$3,360.00, the most advantageous quote, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)
- I. Discussion and consideration to authorize staff to solicit Request for Qualifications for Professional Services - Graphic Designer to refresh the City of Weslaco logo and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Relations Officer.)
- J. Discussion and consideration to declare city vehicles and other miscellaneous items as surplus and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.) Attachment.
- K. Discussion and consideration to contract with GovDeals for use of the online auction portal, to sell city surplus vehicles and miscellaneous items and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- L. Discussion and consideration to approve the Economic Development Corporation of Weslaco annual budget and work plan for fiscal year 2023-2024 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco

Economic Development Corporation.) 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 Section §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the goals, objectives, and evaluation of the Assistant City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- C. Personnel - Discussion regarding the decision of the arbitrator for Fire Department Personnel as authorized by Section §551.074 of the Texas Government Code.
- D. Personnel - Discussion regarding request for arbitration for Police Department personnel as authorized by Section §551.074 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by Section §551.071 of the Texas Government Code.
- F. Legal Consultation - Discussion regarding potential litigation regarding the construction of a driveway in adjoining commercial developments as authorized by Section §551.071 of the Texas Government Code.
- G. Real Property - Consultation with City Attorney on the sale, purchase, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by section

§551.072 of the Texas Local Government Code.

- H. Real Property - Consultation with City Attorney on the sale, purchase, exchange, lease or value of real property legally described as Lots 4, 5, Block 4, James M. Black Subdivision, Weslaco, Hidalgo County, Texas as authorized by section §551.072 of the Texas Local Government Code.
- I. Real Property - Consultation with City Attorney on the sale, purchase, exchange, lease or value of real property legally described as Lots 6, 7, 8, Block 4, James M. Black Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.
- J. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Beauty and the Beast as authorized by Section §551.087 of the Texas Local Government Code.

X. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

XI. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 1st day of September 2023 on or before 5:00 pm and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

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

Removed from Bulletin Board	Date:	Initials:
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PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN".

“DE ACUERDO CON LA SECCION 30.06 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA OCULTA”.

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT

CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

“DE ACUERDO CON LA SECCION 30.07 DEL CODIGO PENAL (INGRESO SIN AUTORIZACION DE UN TITULAR DE UNA LICENCIA CON UNA PISTOLA A LA VISTA), UNA PERSONA CON LICENCIA SEGUN EL SUBCAPITULO H, CAPITULO 411, CODIGO DEL GOBIERNO (LEY SOBRE LICENCIAS PARA PORTAR PISTOLAS), NO PUEDE INGRESAR A ESTA PROPIEDAD CON UNA PISTOLA A LA VISTA”.



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2022-6122	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Steven Parker from First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge and Mission updated 11.18.22			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

The Pledge of Allegiance to the Flag

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

The Pledge of Allegiance to the State Flag

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

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

Preamble to the Constitution of the United States of America

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

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

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



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6826	
From:			
Subject: Presentation by Engineering Interns.			
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):			
Albert Aldana Albert Aldana Martin Garza		Created	
City Manager Comments: Presentation only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6845	
From:			
Subject: Weslaco Chamber of Commerce.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Monthly report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6846	
From:			
Subject: Weslaco Economic Development Corporation.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Monthly report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6852	
From:			
Subject: Public Hearing to solicit input from the public regarding the City of Weslaco's Proposed Budget for Fiscal Year 2023-2024 commencing October 1, 2023 and ending on September 30, 2024, pursuant to Local Government Code 102.006. (Staffed by Finance Department.)			
Background: In compliance with the Local Government Code, the city has to hold a public hearing to solicit input from the public as per LGC 102.006.			
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: Publication of the Notice of Public Hearing was done in the Advance News Journal on August 23, 2023, and the City's Website.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Solicit public comments.			
Attachments, if any: 090523 Public Hearing Memo - Budget, Notice of Public Hearing			
Responsibilities upon Approval: Adopt the budget			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: August 30, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: 2024 Proposed Budget Public Hearing

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The City of Weslaco is required to hold one public hearing on the proposed budget as per Local Government Code Section 102.0065(a) denoting also that any person may attend and participate.

Furthermore, Sec.102.0065 '(c) specifies that a public notice of date, time and location of the hearing must be provided. The City has complied with this by posting a notice at City Hall and publishing it in the Advance News Journal on Wednesday, August 23, 2023 as well on the city's website.

Public hearing is scheduled for September 5th, 2023 at 5:30PM in the Legislative Chambers.



NOTICE OF PUBLIC HEARING

The City of Weslaco will hold a Public Hearing on Tuesday, September 5th, 2023, at 5:30 p.m. for the purpose of receiving public comments on the Fiscal Year 2023-2024 Proposed Budget.

The hearing will be held at the Legislative Chambers of City Hall located on 255 S. Kansas Avenue, Weslaco, Texas 78596.

This budget will raise more revenue from property taxes than last year's budget by an amount of \$2,705,670 which is a 17.58% increase from last year's budget, and of that amount \$662,293 is tax revenue to be raised from new property added to the tax roll this year. The proposed budget is available for inspection at the office of the City Secretary. Interested citizens are invited to participate and may make oral or written comments.

Persons unable to participate in this meeting may submit their views and proposals via email to Mr. Martin Garza, City Manager, at mgarza@weslacotx.gov and/or Norma A. Cantu, City Secretary at nacantu@weslacotx.gov. Persons with disabilities who require auxiliary aids or service for this meeting should contact City Hall (956)968-3181 at least two days before the meeting so that appropriate arrangements can be made.



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6850	
From:			
Subject: Public Hearing to solicit input from the public regarding the City of Weslaco proposed ad valorem property tax rate of .6967 per \$100 valuation, pursuant to Texas Tax Code Section 26.05(d). (Staffed by Finance Department.)			
Background: The City Commission was presented with the No-New-Revenue and Voter-Approval tax rate at the meeting of August 15, 2023. A proposed rate of .6967 per \$100 valuation was presented and approved by the Commission present at the meeting. Mayor Pro-Tem was absent and did not vote.			
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: The rate was approved at a meeting on August 15, 2023.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: A notice for the public hearing was published in the Advance News Journal on August 23, 2023, as well as posted on the City's website.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends conducting public hearings and receiving input from the public.			
Attachments, if any: 090523 Public Hearing Memo, 2023-08-21 CWL Notice of Public Hearing			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: August 30, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: 2023 Tax Rate Calculations

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The City of Weslaco is required to hold one public hearing on the proposed tax rate as per Tax Code Section 26.05(d) as enacted with Senate Bill 2.

The proposed tax rate of .6967 per \$100 valuation has been published in the Advance News Journal on Wednesday, August 23, 2023 and posted on the City's Website.

Staff is complying with Tax Code Section 26.05(d) and holding the public hearing on September 5th, 2023.

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.6967 per \$100 valuation has been proposed by the governing body of City of Weslaco.

PROPOSED TAX RATE	\$0.6967 per \$100
NO-NEW-REVENUE TAX RATE	\$0.6134 per \$100
VOTER-APPROVAL TAX RATE	\$0.6971 per \$100

The no-new-revenue tax rate is the tax rate for the 2023 tax year that will raise the same amount of property tax revenue for City of Weslaco from the same properties in both the 2022 tax year and the 2023 tax year.

The voter-approval rate is the highest tax rate that City of Weslaco may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Weslaco is proposing to increase property taxes for the 2023 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 5, 2023 AT 5:30pm AT City Hall Legislative Chamber 255 S. Kansas Ave., Weslaco, TX 78596.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Weslaco is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Commission of City of Weslaco at their offices or by attending the public hearing mentioned above.

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

Property tax amount= (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor David Suarez	Commissioner At Large Israel Gonzalez, Jr
	Commissioner at Large Greg Kerr	Commissioner District 1 Josh Pedraza
	Commissioner District 2 Letty Lopez	Commissioner District 4 Adrian Farias

AGAINST the proposal:

PRESENT and not voting:

ABSENT: Mayor Pro-Tem District 3 Jose

Visit [Texas.gov/PropertyTaxes](https://www.texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Weslaco last year to the taxes proposed to be imposed on the average residence homestead by City of Weslaco this year.

	2022	2023	Change
Total tax rate (per \$100 of value)	\$0.6967	\$0.6967	increase of 0.0000, or 0.00%
Average homestead taxable value	\$132,873	\$150,317	increase of 17,444, or 13.13%
Tax on average homestead	\$925.73	\$1,047.26	increase of 121.53, or 13.13%
Total tax levy on all properties	\$15,388,950	\$18,094,620	increase of 2,705,670, or 17.58%

For assistance with tax calculations, please contact the tax assessor for City of Weslaco at 956-318-2157 or propertytax@hidalgocountytax.org, or visit www.hidalgocountytax.org for more information.



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2022-6127	
From:			
Subject: Approval of the Minutes of the Regular Meeting on August 15, 2023. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action at the regular commission meeting of August 15, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as submitted subject to any comments from the governing body.			
Staff Recommendation: Approve as submitted.			
Attachments, if any: 230815 minutes draft			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
AUGUST 15, 2023**

On Tuesday, August 15, 2023, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Greg Kerr
	Commissioner	Adrian Farias

ABSENT:	Mayor Pro Tem	JP Rodriguez
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STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez Jr.	City Attorney

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Luz Galindo, HR Director, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Albert Aldana, City Engineer, Director, Rosa Badillo, Court Coordinator, and other staff members.

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, August 11, 2023.

B. Invocation.

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

C. Pledge of Allegiance.

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

D. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting at the time of roll call the absence of Mayor Pro Tem Rodriguez and a quorum present.

1) Recognition of Weslaco Texas Amateur Athletic Federation (TAAF).

Mayor Suarez and the Weslaco City Commission recognized and congratulated the Weslaco TAAF athletes for their work, commitment, dedication representing Weslaco at the State tournament TAAF Summer Games.

2) Recognition of Weslaco Little League.

Mayor Suarez and the Weslaco City Commission recognized the hard work, dedication and achievements of the Weslaco Little League organization, players, coaches, and families.

II. PUBLIC COMMENTS

None.

III. REPORTS

A. Inframark.

George Quilantan, Inframark, presented the water flow comparison for the month of July that were consistent; the Water Treatment Plant was 6.9mgd, North Wastewater Treatment Plant was 2.4mgd and South Wastewater Treatment Plant was 1.7mgd; preventative maintenance work orders for all facilities to include lift stations was 408 opened and closed 239; went over repairs done at the South Wastewater Treatment Plant received a new return activated sludge pump, rotor shaft and bearing also done, North Wastewater Treatment Plant rotor repair done; lift station pumps and float cleaning continues for various lift stations; presented the lift station call out log for July and pointed out for lift station 5 during rehab, a portable pump was on site and monitored; lift stations 11 and 28 also being worked on and were monitored.

B. Animal Care Services.

Milva Orellana, Animal Control Officer, went over the monthly live release rates for July that increased and reported live release for dogs was 77% and cats at 100%; a new partner formed with La Michelada Y Mas; August is "Clear the Shelters" with a goal of 30 adoptions that was reached in seven days and currently at 41 adopted dogs; events continued for Clear the Shelters (dogs) at Farmers Market: Delta Oaks Wildflower Ranch 4 adoptions, Eatery 8 adoptions and PetSmart 8 adoptions with 2 kittens; upcoming events Alfresco August 17 will be doing adoptions, vaccine and microchip, adoption event August 25 at Library and Petco on August 26; fundraiser at Peter Piper Pizza; reported on special cases that included an animal cruelty case (cat), abandonment case (dog) and a special adoption case (dog) taken to its forever home as the adopter could not come. Reported on a new program ShelterLuv to be implemented, if approved, that will streamline services, can be used as a donation platform and will automatically update city website.

IV. PUBLIC HEARING

Commissioner Pedraza seconded by Commissioner Lopez moved to open the public hearing at 6:05 p.m. The motion carried; Mayor Suarez was present and voting.

A. To solicit input on behalf of Alma D Berrones to rezone 109 W Esplanada also being Lot 15 and 16, Block 7, Esplanada Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.

No comments.

B. To solicit input on behalf of David & Dora Ybarra to rezone 500 S Iowa also being Lot 1, Block 44, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District.

No comments.

C. To solicit input on behalf of April Lugo and Andrew Bermudez to approve a Conditional Use Permit to operate an Event Center, at 300 N Texas, also being Lot 10 and 11, Block 4, Tenn-Tex, Subdivision, Weslaco, Hidalgo County, Texas.

No comments.

Commissioner Farias seconded by Commissioner Lopez moved to close the public hearing at 6:06 p.m. The motion carried; Mayor Suarez was present and voting.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material on each item and will be acted by one motion. Any Commissioner may remove items from the consent agenda by making such request prior to a motion and voting on the Consent Agenda.

A. Approval of the Minutes of the Regular Meeting on August 1, 2023 (Staffed by City Secretary Department.)

B. Approval of six-month extension for the Final Plat for The Woods Subdivision—being a 0.75 gross acre out of Farm Tract 1076, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 600 ft west of FM 1015 along the North side of Hernandez St. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

C. Approval of six-month extension for the Final Plat for Pablo Pena Jr. No. 2 Subdivision—being 5.57 acres out of Farm Tract 145, Block 179, The West and Adams Tracts, Weslaco, Hidalgo County, Texas located on the Northwest corner of N Westgate Dr. & Canyon Rd. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

D. Approval of six-month extension for the Final Plat for Plaza De Paz Subdivision—being a 3.00-acre out of Lot 13, Block 137, West Tract Subdivision, Weslaco, Hidalgo County, Texas located at 1406 W. Pike Blvd. and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)

E. Approval to renew the Federal Work-Study America Reads Challenge and Community Service Challenge agreements with the University of Texas Rio Grande Valley and authorize the Mayor to execute any related documents. (Staffed by Library Department.)

F. Approval to authorize solicitation of bids for the delivery of fuel, to include gasoline, diesel, and DEF for all city units and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

G. Approval to authorize solicitation of bids for various street sign supplies and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

H. Approval of the renewal of the Host Agency Agreement with AARP Foundation for the Senior Community Service Employment Program at no cost to the city and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)

I. Approval to modify the date of a contractual Interlocal Agreement between the City of Weslaco and the City of Mercedes to commence January 1, 2023 regarding housing prisoners in the City of Weslaco's municipal jail and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Commissioner Pedraza seconded by Commissioner Lopez moved to approve consent agenda as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Alma D Berrones on Ordinance 2023-32 to rezone 109 W Esplanada also being Lot 15 and 16, Block 7, Esplanada Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-32. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, stated twenty-seven property owners were notified and no objection was received; applicant proposed use will be duplex type. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Ordinance 2023-32 to rezone 109 W Esplanada as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of David & Dora Ybarra on Ordinance 2023-33 to rezone 500 S Iowa also being Lot 1, Block 44, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-33. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated twenty-one property owners were notified and no objection was received and proposed use will be duplex type. The Planning and Zoning Commission and staff recommended approval based on the surrounding land use.

Commissioner Gonzalez Jr. seconded by Commissioner Pedraza moved to approve Ordinance 2023-33 to rezone 500 S Iowa as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of April Lugo and Andrew Bermudez to approve a Conditional Use Permit to operate an Event Center, at 300 N Texas, also being Lot 10 and 11, Block 4, Tenn-Tex, Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated thirty-nine property owners were notified and no objection was received and proposed use will be an event center for small functions such as bridal and baby showers. The Planning and Zoning Commission and staff recommended approval.

Commissioner Gonzalez Jr. seconded by Commissioner Pedraza moved to approve a Conditional Use Permit to operate an Event Center, at 300 N Texas as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to approve the Final Plat for J&P Estates Subdivision being 4.00 acres out of the South 20.00 acres out of Farm Tract 130, Block 162, West Tract Subdivision, Weslaco, Hidalgo County, Texas located on the southwest corner of Cypress and North Border Ave and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed four lot subdivision for single family use; inside city limits and serviced with water and sewer by the city. The Planning and Zoning Commission and staff recommended approval of the final plat.

Commissioner Gonzalez Jr. seconded by Commissioner Lopez moved to approve the Final Plat for J&P Estates Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve the Final Plat for Highland Manor Phase 3 Subdivision being 12.90 acres out of Farm Tract 238, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 900 ft. North of the intersection of W Mile 11 N Road & North Mile 5 ½ W Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed nineteen lot subdivision for single family use; outside city limits; serviced with water by North Alamo Water Supply Corporation and sewer by the city; variances requested to allow on-site sanitary sewer (OSSF), rear setbacks and off-site drainage and has provided letters of support from the irrigation and drainage districts. The Planning and Zoning Commission recommended approval of the final plat, variance for off-site

drainage and OSSF but denied the variance for 15-foot rear setbacks as the lot sizes can comply with the required 25-foot rear setback. Staff recommended approval of the final plat and compliance with the ordinance on the variances.

In response to Mayor Suarez, Rebekah stated the recommendation from the Planning and Zoning Commission to deny the variance for the rear setbacks was because the lots can comply with the 25-foot setback as the depth for the lots ranged from 170 to 195.

Commissioner Farias seconded by Commissioner Pedraza moved to approve the Final Plat for Highland Manor Phase 3 Subdivision with variance for off-site drainage and OSSF but denied the variance for 15-foot rear setback as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve Ordinance 2023-34 for the Voluntary Annexation of EMC Subdivision– being a 1.79-acre tract of land out of Farm Tract 771, West Tract Subdivision, Hidalgo County, Texas located 750’ west of Pleasantview along the south side of E 18th St. and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-34. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the proposed development is outside city limits and is serviced with water by the city. The Planning and Zoning Commission and staff recommended approval as the development is contiguous to the existing city limits line.

Commissioner Lopez seconded by Commissioner Farias moved to approve Ordinance 2023-34 for the Voluntary Annexation of EMC Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration to approve Ordinance 2023-35 for the Voluntary Annexation of Parma Subdivision– being a West Tract BNC an IRR TR S330’-N660’-E660’ FT 109 5.0 AC Net, West Tract Subdivision, Hidalgo County, Texas located North Texas approximately 1,600 feet south of Mile 10 North and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-35. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the proposed development is outside city limits and is serviced with water by North Alamo Water Supply and sewer by the city. The Planning and Zoning Commission and staff recommended approval as the development is contiguous to the existing city limits line along the West, North and South property lines.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve Ordinance 2023-35 for the Voluntary Annexation of Parma Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to authorize staff to utilize Shelterluv software for shelter operations and adoptions and authorize staff to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this program will replace the current animal control program; offers additional platforms not currently offered such as Shelter to Rescue transfer of digital records, Adoption platform, Field services, Text notifications, Unlimited Users, Donation platform and live updates onto the City Website and automatic uploads to pet sites such as Petfinder, Adopt-a-Pet, and Petco Love Lost. Staff recommended approval as it will make operations more efficient and is a lower cost than the current software.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve staff to utilize Shelterluv software for shelter operations and adoptions as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to accept the calculation of the No-New-Revenue and Voter-Approval tax rates for the 2023 tax year by the Hidalgo County Tax Assessor-Collector Pablo Villarreal and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated Julio Espinoza, Property Manager from the Hidalgo County Tax office, will present the calculation tax rates.

Mr. Julio Espinoza stated the No-New Revenue at \$0.6134 per \$100 valuation tax rate and would produce the same revenue as last year; Voter Approval Rate at \$0.6971 per \$100 valuation is the highest tax rate the city could adopt without voter approval and stated last year's tax rate was \$0.6967.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve accept the calculation of the No-New-Revenue and Voter-Approval tax rates for the 2023 tax year as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration to approve Resolution 2023-50 proposing an ad valorem tax rate and setting dates on which the Commission will hold a public hearing, and a date to adopt the 2023-2024 ad valorem tax rate and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. Possible action. (Staffed by Finance Department.)

Rosie Cavazos stated the proposed budget took into consideration the projected revenues to meet the expenditures; staff recommendation was a tax rate of \$0.6967 (current) per \$100 valuation; recommended the public hearing be held September 5, 2023, and adopt the FY 2023-2024 ad valorem tax rate. Staff recommended approval stating roll call vote required.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve an ad valorem tax rate of \$0.6967, a public hearing and adoption of tax rate to be held September 5, 2023, as presented. By roll call vote, the motion carried; Mayor Suarez was present and voting.

K. Discussion and consideration to approve and award the Depository Services Contract to the most advantageous respondent from RFP 2022-23-24 for a three-year contract beginning October 1, 2023 and ending September 30, 2026 with an option to renew the contract for two (2) years and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Martin Garza, City Manager, requested no action to allow staff more time to evaluate and back to the commission at the next regular meeting.

L. Discussion and consideration on Resolution 2023-51 supporting the Rio Grande Valley Partnership "One Region, One Voice" initiative to foster economic growth, job creation, community development and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza stated meetings have been held with several Mayors and discussed economic development; Resolution would support the participation and partnership of a "One Region, One Voice" initiative for regional marketing. Staff recommended approval of the resolution that would support the Rio Grande Valley Partnership efforts and endorse them as the designated regional economic development marketing entity as our voice to identify joint initiatives for infrastructure development, workforce training programs and business retention and expansion.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Resolution 2023-51 supporting the Rio Grande Valley Partnership "One Region, One Voice" initiative as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to purchase Ticket on the Go software from ADCOMP Systems Inc. (New in Blue Inc.) and Apple iPads for an amount not to exceed \$25,000 with an annual recurring cost of \$16,000 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Joel Rivera, Police Chief, recommended approval stating Ticket on the Go was the most advantageous for the department.

In response to Commissioner Pedraza, Chief Rivera stated although their proposal did not itemize the training, it is included and this vendor offered more built in features that will increase efficiency for the officer and municipal court.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve to purchase Ticket on the Go software from ADCOMP Systems Inc. (New in Blue Inc.) and Apple iPads for an amount not to exceed \$25,000 with an annual recurring cost of \$16,000 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to approve final payment for RFP No.: 2021-22-28 Splash Pad for Gibson Park to South Texas Pools for an amount not to exceed \$13,425 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

Omar Rodriguez, Parks and Recreation Director, recommended approval of final payment to South Texas Pools for the completion and staff was satisfied with the project.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve final payment for RFP No.: 2021-22-28 Splash Pad for Gibson Park to South Texas Pools for an amount not to exceed \$13,425 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

O. Discussion and consideration to solicit Request for Qualifications for Professional Engineering Services to complete the planning, design, procurement preparation, permitting and construction administration for expansion of the City's Southside Wastewater Treatment Plant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer, stated existing flows at the plant has reached 70-75% capacity; TCEQ requires the city begin the process for expansion of the plant to accommodate growth; the RFQ would be for the planning, design, procurement preparation, permitting and construction administration. Staff recommended approval.

Martin Garza stated Homer Rhodes, Albert Aldana, Andrew Munoz, David Arce and Marcelo Cosme would review and any member of the commission was welcomed to participate. Commissioner Pedraza volunteered.

Commissioner Farias seconded by Commissioner Lopez moved to approve solicitation for Request for Qualifications for Professional Engineering Services to complete the planning, design, procurement preparation, permitting and construction administration for expansion of the city's Southside Wastewater Treatment Plant as presented. The motion carried unanimously; Mayor Suarez was present and voting.

P. Discussion and consideration to solicit Request for Qualifications for Professional Engineering/Consulting Services for the evaluation/analysis of infrastructure related to water and wastewater facilities and for utility management services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated recent conversations on the water and wastewater plants existing infrastructure has prompted staff to request a consultant to assess the existing infrastructure and needs of the plants and develop a utility management plan for servicing the plants. Staff recommended approval.

Martin Garza stated Homer Rhodes, Albert Aldana, Andrew Munoz, David Arce and Marcelo Cosme would review and any member of the commission was welcomed to participate. Commissioner Farias volunteered.

Commissioner Farias seconded by Commissioner Lopez moved to approve solicit Request for Qualifications for Professional Engineering/Consulting Services for the evaluation/analysis of infrastructure related to water and wastewater facilities and for utility management services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Q. Discussion and consideration to approve on first and final reading of Ordinance 2023-36 to establish a one-way traffic flow for the newly constructed Railroad Street between Witmer Street and Bridge Avenue with traffic flowing in a southern direction and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-36. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated the newly constructed Railroad Street is from Witmer Street to Bridge Avenue; fire department vehicles will need to be accessing the road and to better provide safer maneuvering staff recommended a one-way traffic flow and would allow staff to monitor the traffic from Bridge Street onto Railroad Street to get emergency vehicles out as needed to the intersection.

In response to Commissioner Farias, Albert Aldana stated road would be restricted to Fire and Police Department and signage would be installed.

Commissioner Farias seconded by Commissioner Lopez moved to approve first and final reading of Ordinance 2023-36 to establish a one-way traffic flow for the newly constructed Railroad Street between Witmer Street and Bridge Avenue as presented. The motion carried unanimously; Mayor Suarez was present and voting.

R. Discussion and consideration to declare old and expired fire equipment as surplus, such as retired ladders, Retired EMS stretcher, bunker coats/pants and other items and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated annually housekeeping is done to determine those items as old gear and retired equipment. Staff recommended approval these items be declared as surplus.

Commissioner Farias seconded by Commissioner Lopez moved to approve and declare old and expired fire equipment as surplus, such as retired ladders, Retired EMS stretcher, bunker coats/pants and other items as presented. The motion carried unanimously; Mayor Suarez was present and voting.

S. Discussion and consideration to donate surplus fire equipment such as retired ladders, retired EMS stretcher, bunker coats/pants and other items to Edcouch-Elsa Independent School District Fire Academy and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez stated a request from Edcouch-Elsa ISD was received for any surplus fire equipment; the school has an in-house Fire Academy and any equipment considered surplus would be appreciated especially a fire ladder. Chief noted recently the city held a fire fighter entry level exam that had 5-6 graduates from this fire academy that is a much-needed program.

Commissioner Farias seconded by Commissioner Lopez moved to approve and donate surplus fire equipment such as retired ladders, retired EMS stretcher, bunker coats/pants and other items to Edcouch-Elsa Independent School District Fire Academy as presented. The motion carried unanimously; Mayor Suarez was present and voting.

T. Discussion and consideration to purchase lift station pumps from buyboard vendor Zone Industries, in the amount not to exceed \$33,391.20 for lift stations, #3 and #10, with ARPA funds, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

Marcelo Cosme, Water/Wastewater Superintendent, recommended approval on the purchase of pumps for lift stations 3 and 10 that will supplement the original design of the lift stations in having two pumps.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the purchase lift station pumps from buyboard vendor Zone Industries, in the amount not to exceed \$33,391.20 for lift stations, #3 and #10, with ARPA funds as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

U. Discussion and consideration to purchase pumps for lift stations #35 and #36 from sole source vendor Xylem Water Solutions USA for the amount of \$51,448.30 with ARPA funds and authorize Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Marcelo Cosme recommended approval; stated similar to subsequent item presented whereby the purchase of the pumps will supplement the original design of the lift stations in having two pumps; considered a sole source vendor as a result of the original design of the pump basins.

Commissioner Farias seconded by Commissioner Lopez moved to approve the purchase pumps for lift stations #35 and #36 from sole source vendor Xylem Water Solutions USA for \$51,448.30 with ARPA funds as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. Discussion and consideration to award the Worker's Compensation Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Martin Garza requested no action to allow further review by staff and back to the commission at the next regular meeting.

W. Discussion and consideration to award the Commercial Insurance Package to the best qualified, most advantageous bidder and authority to negotiate with the selected bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Commissioner Farias abstained from discussion and vote.

Luz Galindo, Human Resources Director, stated TML was the sole respondent; comparative costs and proposal were reviewed and stated there was an 11% increase in the property line for a cost of \$83,379.36 attributed to additional assets of the city. The City Manager stated some of these assets included the splash pad at Gibson Park and Boys and Girls Club facility but did not include the new police and fire facility since they are not yet occupied buildings.

In response to Mayor Suarez, this was the only respondent and current policy expires September 30, 2023. In response to Commissioner Pedraza, Roger Garza, Consultant, stated concerns with cities in providing coverage is for the unusual liabilities such as Airport, Police and Fire Stations and results in less respondents. He stated the 11% increase was viable compared to school districts that were seeing an average of 60-70% citing WISD had a 72% increase in their property rates.

His recommendation was to award as the proposal was competitive, covers all the risks of the city that included new valuations. The commission can choose not to award, there is time to solicit proposals, but a risk could be none as participation is limited, one sole respondent, more of an increase then the 11% and valuable time could be lost. Staff can negotiate with TML for any other credits to the city.

Commissioner Pedraza seconded by Commissioner Lopez moved to award the Commercial Insurance Package to TML and authority to negotiate as presented. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 6:56 p.m. Commissioner Farias seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:32 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

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

Commissioner Pedraza seconded by Commissioner Lopez moved to authorize the City Attorney obtain a breakdown of numbers and information relating to the lawsuit with CDM as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by section §551.071 of the Texas Government Code.

Commissioner Pedraza seconded by Commissioner Lopez moved to authorize the City Attorney to retain the Law Offices of William Haggard and proceed as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

D. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Pike and Vo-Tech as authorized by §551.072 of the Texas Local Government Code.

Commissioner Pedraza seconded by Commissioner Lopez moved to authorize staff to accept the offer presented as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

VIII. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Lopez moved to adjourn the meeting of August 15, 2023, at 8:33 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6836	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-32 to rezone 109 W Esplanada also being Lot 15 and 16, Block 7, Esplanada Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading held August 15, 2023. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District. Twenty-seven (27) property owners within 200 feet of the applicant's property were notified by letter on July 21, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on July 19, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of August 2, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on comp plan, which calls for R-2 to serve as a buffer between R-1 and Commercial.			
Attachments, if any: Rezone-109 W Esplanada St. - Memo, 109 W Esplanada St- Application, Notice & Radius map, 109 W Esplanada-Aerial, O2023-32 rezone 109 W Esplanada St			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 109 W Esplanada St

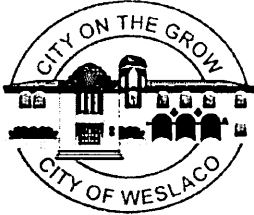
DATE: August 8, 2023

The proposed use of the property will be for a duplex type of use. The owner has not submitted any plans for construction at this time but will need to meet all the departments requirements. There are existing commercial used to the west of this property. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the surrounding land use.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 15 + 16 Block 7

Subdivision Name Esplanada

Street Address 109 W. Esplanada St.

Existing Zoning Residential Existing Land Use Family Home

Proposed Zoning Residential Proposed Land Use Duplex

- _____ \$305.00 non-refundable filing fee.
 _____ Detailed dimensioned site plan/map must be submitted with this request.
 _____ Survey and metes and bounds if the legal description is a portion of a lot.
 _____ City and school tax receipts attached.
 _____ I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name Alma D. Berrones Phone 956-684-3209

Address 615 W. 4th St. Fax: _____

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

OWNER

Name Alma D. Berrones Phone _____

Address _____ Fax: _____

City _____ State _____ Zip Code _____ E-Mail: _____

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

Signature Alma Berrones Date _____
Owner

Signature Alma Berrones Date _____
Applicant

Signature Alma Berrones Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____

_____ Date Paid _____

Notice of Public Hearing **CITY OF WESLACO**
200' of Proposed Si 956-968-3181

Date _____

P & Z Notice of Pub REC#: 03046734 6/22/2023 4:37 PM
OPER: NV TERM: 041
REF#:
PAID BY:

Date _____

City Commission N ACCT #: XXXX-XXXX-XXXX-9004
AUTH #: 003717

Date _____

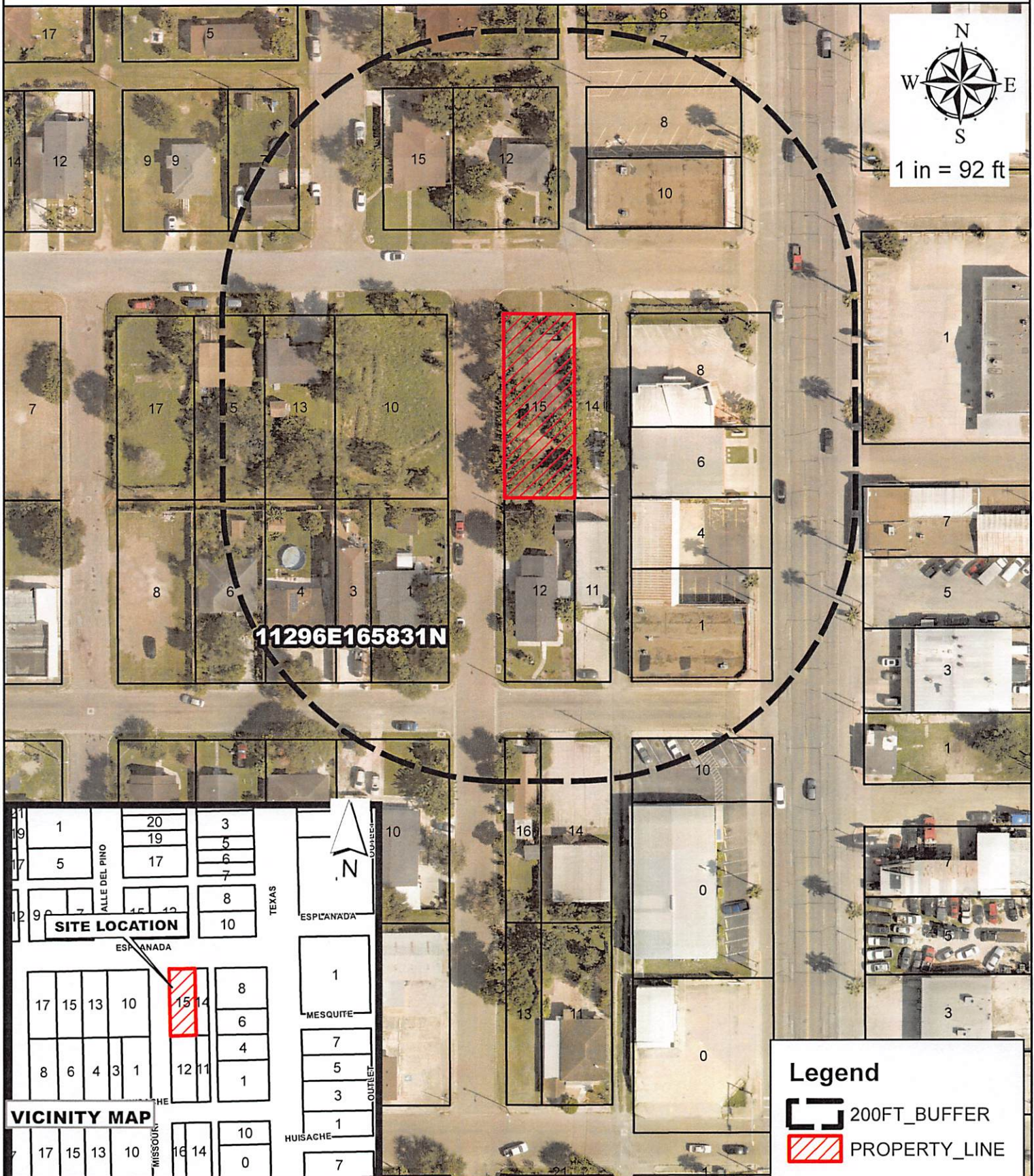
Presented to P & Z TRAN #: 000000002861
Approved _____ [TYPE: PURCHASE

Date _____

Presented to City C TRAN: 800.0000 ENERGOV PAYMENT
Approved _____ [INV-00013598 305.00CR
BERRONES, ALMA
CAINVOICEFEE 300.00CR
CAINVOICEFEE 5.00CR

Date _____

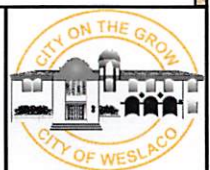
Ordinance No. _____ TENDERED: 305.00 CREDIT CARD
APPLIED: 305.00-
CHANGE: 0.00



Alma Berrones
109 W Esplanada
Esplanada Blk 7
Lot 15-16

Purpose for the Rezone Request

Existing zoning: R-1
Existing land use: Vacant Land
Prop Zone: R-2



JUN 27, 2023

JOBISU LTD 1508 IVY LN EDINBURG TX 78539	E7200-00-001-0010-00 ESPLANADA BLK 1 LOT 10 0 TEXAS BLVD	L: 32818 B: 5400
ROBLES, REYNALDO & ALMA PO BOX 476 WESLACO TX 78599-0476	E7200-00-001-0015-00 ESPLANADA BLK 1 LT 15 0 W HUISACHE ST	L: 13650 B: 0
ESPINOZA SANTOS JUAN JAVIER ESPINOZA 111 W HUISACHE ST WESLACO TX 78596	E7200-00-001-0016-00 ESPLANADA BLK 1 LT 16 111 W HUISACHE	L: 11538 B: 16229
FLORES HERMINIA 7030 CORTEZ ST WESLACO TX 78599	E7200-00-002-0010-00 ESPLANADA BLK 2 LTS 10-11-12 515 N MISSOURI AVE	L: 36920 B: 37752
CARDENAS RUBEN 603 N TEXAS BLVD WESLACO TX 78596	E7200-00-007-0001-00 ESPLANADA BLK 7 LTS 1-2-3 603 N TEXAS BLVD	L: 72800 B: 153204
CARDENAS RUBEN 603 N TEXAS BLVD WESLACO TX 78596	E7200-00-007-0004-00 ESPLANADA BLK 7 LTS 4-5 605 N TEXAS BLVD	L: 45750 B: 14087
MORENO ISRAEL 613 N TEXAS BLVD WESLACO TX 78596	E7200-00-007-0006-00 ESPLANADA LOT 6 & 7 BLK 7 611 N TEXAS BLVD	L: 45750 B: 95458
MORENO, ISRAEL 613 N TEXAS BLVD WESLACO TX 78596	E7200-00-007-0007-00 ESPLANADA BLK 7 LT 7 613 N TEXAS BLVD	L: 12500 B: 0
MALFAVON MANAGEMENT GROUP 619 N TEXAS WESLACO TX 78596	E7200-00-007-0008-00 ESPLANADA BLK 7 LT 8.9 & 10 BLK 7 617 N TEXAS BLVD	L: 56000 B: 107728
R & A REAL ESTATE LLC 6400 N FM 88 WESLACO TX 78599	E7200-00-007-0011-00 ESPLANADA BLK 7 LT 11 108 W HUISACHE ST	L: 13813 B: 32536
OLIVO JOSE 110 W HUISACHE ST WESLACO TX 78596	E7200-00-007-0012-00 ESPLANADA BLK 7 LTS 12-13 110 W HUISACHE ST	L: 23075 B: 26131
MALFAVON MANAGEMENT GROUP 619 N TEXAS WESLACO TX 78596	E7200-00-007-0014-00 ESPLANADA BLK 7 LT 14 105 W ESPLANADA ST	L: 11538 B: 0

JUN 27, 2023

BERRONES ALMA DELIA 615 W 4TH ST WESLACO, TX 78596-5842	E7200-00-007-0015-00 ESPLANADA BLK 7 LTS 15-16 109 W ESPLANADA ST	L: 23075 B: 30133
VALADEZ GRACIELA MEDRANO 600 N MISSOURI WESLACO TX 78596	E7200-00-008-0001-00 ESPLANADA BLK 8 LTS 1-2 600 N MISSOURI AVE	L: 25383 B: 33129
FLORES GABRIEL JR 206 W HUISACHE ST WESLACO TX 78596	E7200-00-008-0003-00 ESPLANADA BLK 8 LT 3 206 W HUISACHE ST	L: 11538 B: 76159
LIRA NANCY G RODRIGUEZ & JUAN R 208 W HUISACHE ST WESLACO TX 78596	E7200-00-008-0004-00 ESPLANADA LTS 4 & 5 BLK 8 208 W HUISACHE ST	L: 23075 B: 61346
ESQUEDA MARIA D 212 W HUISACHE ST WESLACO TX 78596	E7200-00-008-0006-00 ESPLANADA BLK 8 LT 6-7 212 E HUISACHE	L: 23075 B: 46062
R & A REAL ESTATE INVESTMENTS 6400 N FM 88 WESLACO, TX 78599-3240	E7200-00-008-0010-00 ESPLANADA BLK 8 LTS 10-11-12 613 N MISSOURI AVE	L: 36920 B: 0
RAMOS PETRA L MARIA LUISA LOZANO 209 W ESPLANADA ST WESLACO TX 78596	E7200-00-008-0013-00 ESPLANADA BLK 8 LTS 13-14 209 W ESPLANADA ST	L: 23075 B: 21182
MANCIAS EDUARDO 211 W ESPLANADA ST WESLACO TX 78596	E7200-00-008-0015-00 ESPLANADA BLK 8 LTS 15-16 211 W ESPLANADA ST	L: 23075 B: 19936
BELTRAN CARLOS ALBERTO & 200 W ESPLANADA ST WESLACO TX 78596	E7200-00-015-0007-00 ESPLANADA BLK 15 LTS 7-8 200 W ESPLANADA ST	L: 17750 B: 20513
SANDOVAL MELBA 1514 VANCE ST EDINBURG TX 78539	E7200-00-016-0007-00 ESPLANADA BLK 16 LT 7 701 N TEXAS BLVD	L: 32313 B: 1595
SANDOVAL MELBA 1514 VANCE ST EDINBURG TX 78539	E7200-00-016-0008-00 ESPLANADA BLK 16 LTS 8-9	L: 50325 B: 3190
SANDOVAL MELBA 1514 VANCE ST EDINBURG TX 78539	E7200-00-016-0010-00 ESPLANADA BLK 16 LTS 10-11 701 N TEXAS BLVD	L: 50325 B: 146760

JUN 27, 2023

HERNANDEZ ALICIA H & LUIS 110 W ESPLANADA ST WESLACO TX 78596	E7200-00-016-0012-00 ESPLANADA BLK 16 LTS 12-13-14 110 W ESPLANADA ST	L: 26625 B: 18931
REYES CARLOS M 4521 TYLER AVE MCALLEN TX 78503	E7200-00-016-0015-00 ESPLANADA LOTS 15 & 16 BLK 16 116 W ESPLANADA ST	L: 17750 B: 24732
AYALA LIDIA TREVINO 712 NORTH PINO ST WESLACO TX 78596	E7200-00-016-0017-00 ESPLANADA BLK 16 LTS 17-18 712 N PINO ST	L: 26625 B: 39267

2022 TAX STATEMENT



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

Certified Owner:
DE LOS SANTOS ESMERALDA
400 E 18TH ST LOT 123
WESLACO, TX 78596-8089

Legal Description:
ESPLANADA BLK 7 LTS 15-16

Account No: E7200-00-007-0015-00

Appr. Dist. No.: 171207

Legal Acres: .1492

Parcel Address: 109 W ESPLANADA ST

As of Date: 06/22/2023

Print Date: 06/22/2023

Market Value		Appraised Value	Assessed Value	Capped Value	Homesite Value	Agricultural Market Value	Non-Qualifying Value
Land	Improvement						
\$23,075	\$30,133	\$53,208	\$53,208	\$0	\$0	\$0	\$53,208
Taxing Unit		Assessed Value (100%)	Exemptions		Taxable Value	Tax Rate	Tax
			Code	Amount			
HIDALGO COUNTY		\$53,208		\$0.00	\$53,208	0.5750000	\$305.95
DRAINAGE DIST #1		\$53,208		\$0.00	\$53,208	0.1179000	\$62.73
CITY OF WESLACO		\$53,208		\$0.00	\$53,208	0.6967000	\$370.70
WESLACO ISD		\$53,208		\$0.00	\$53,208	0.9593000	\$510.42
SOUTH TEXAS ISD		\$53,208		\$0.00	\$53,208	0.0492000	\$26.18
SOUTH TEXAS COLLEGE		\$53,208		\$0.00	\$53,208	0.1615000	\$85.93

Total Tax: \$1,361.91
Total Tax Paid to date: \$1,361.91
Total Tax Remaining: \$0.00

Exemptions:

AMOUNT DUE IF PAID BY:

06/30/2023 15%	07/31/2023 18 + up to 15%	08/31/2023 19 + up to 15%	10/02/2023 20 + up to 15%	10/31/2023 21 + up to 15%	11/30/2023 22 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01/01/2024 23 + up to 15%	01/31/2024 24 + up to 15%	02/29/2024 25 + up to 15%	04/01/2024 26 + up to 15%	04/30/2024 27 + up to 15%	05/31/2024 28 + up to 15%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

School Information:

WESLACO ISD 2022 M&O .92330000 I&S .03600000 Total .95930000 2021 M&O .94070000 I&S .04000000 Total .98070000

PLEASE CUT AT THE DOTTED LINE AND RETURN THIS PORTION WITH YOUR PAYMENT.

4.1.74



Print Date: 06/22/2023

PLEASE NOTE YOUR ACCOUNT NUMBER ON YOUR CHECK AND MAKE CHECKS PAYABLE TO:

PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540
(956) 318-2157



E7200-00-007-0015-00

DE LOS SANTOS ESMERALDA
400 E 18TH ST LOT 123
WESLACO, TX 78596-8089

AMOUNT PAID:

\$ _____

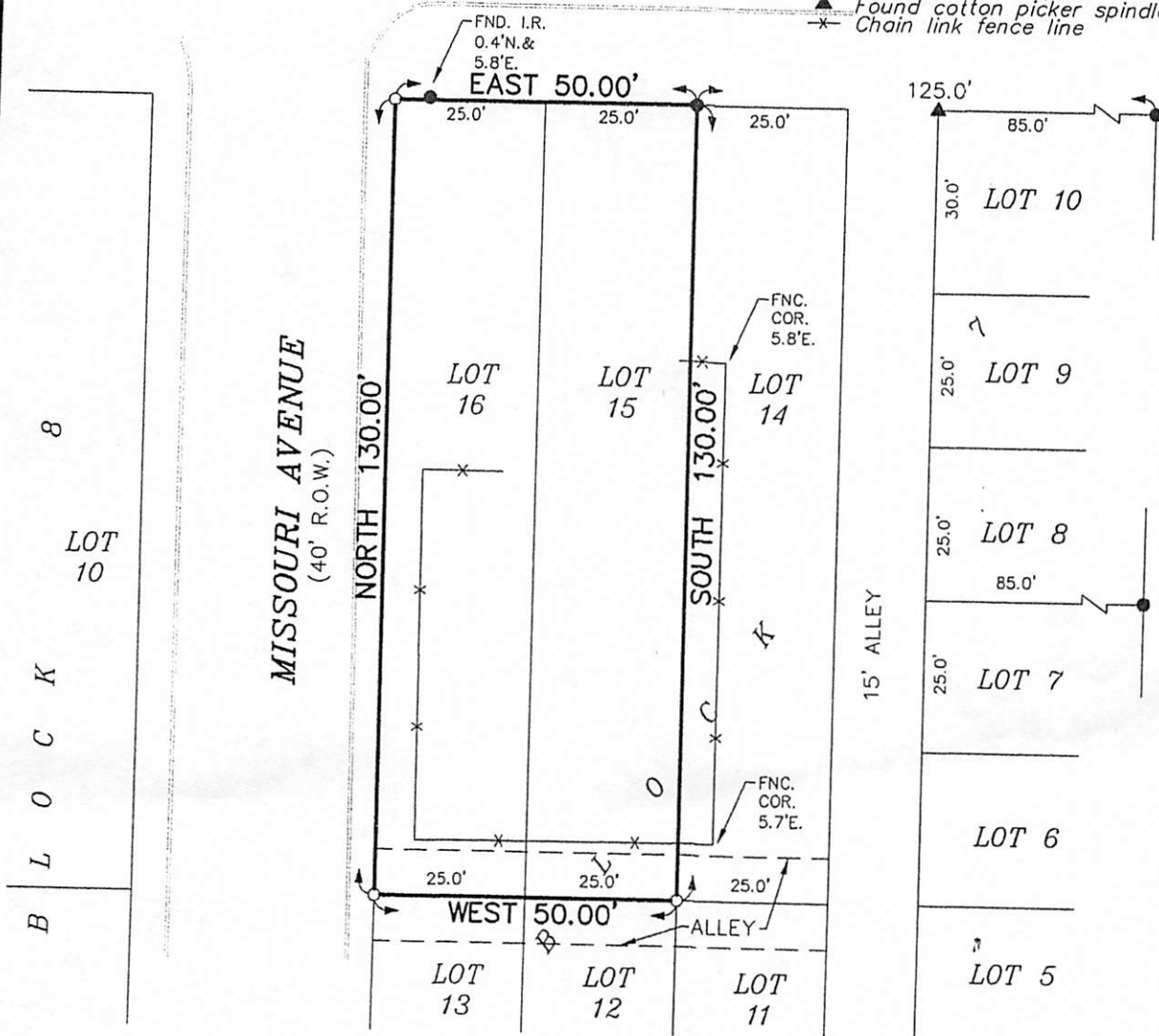
00001712070000000000

ABSTRACT OF TITLE ON THE ABOVE PROPERTY. EASEMENTS OF RECORD MAY AFFECT SUBJECT PROPERTY.

21375

- Found 1/2" iron rod
- Found 1/2" iron rod with cap
- Set 1/2" iron rod with a plastic cap stamped "R&A"
- ▲ Found cotton picker spindle
- ✱ Chain link fence line

BASIS OF BEARINGS: I.R.
END. FOR THE N.E. COR. LOT
10 AND N.E. COR. LOT 15



SURVEY PLAT OF
LOTS 15 AND 16, BLOCK 7,
ESPLANDA SUBDIVISION,
HIDALGO COUNTY, TEXAS
AS PER MAP RECORDED IN VOLUME 8, PAGE 26, H.C.M.R.

PROPERTY ADDRESS: 109 W. ESPLANADA STREET
WESLACO, TEXAS 78596

PREPARED FOR: ALMA DELIA BERRONES

I, REYNALDO ROBLES, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY LIES IN FLOOD ZONE "AH" (AREAS OF 100-YR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN 1 AND 3 FEET; BASE FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED) OF FIRM COMMUNITY PANEL NO. 480349 0005 B, DATED MARCH 4, 1980.

REYNALDO ROBLES, R.P.L.S. #4032

RA ROBLES &
ASSOCIATES, PLLC

PROFESSIONAL LAND SURVEYORS

P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78596

PHONE (956) 968-2422
FAX (956) 969-2011
FIRM No. 10096700

SURVEYED: 01-17-23

DRAWN BY: JR/01-18-23

SCALE: 1"=30'

JOB No. 21375

TITLE
COMMITMENT No.

REVISÉ:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
EMBOSSSED SEAL OF SURVEYOR OF RECORD.

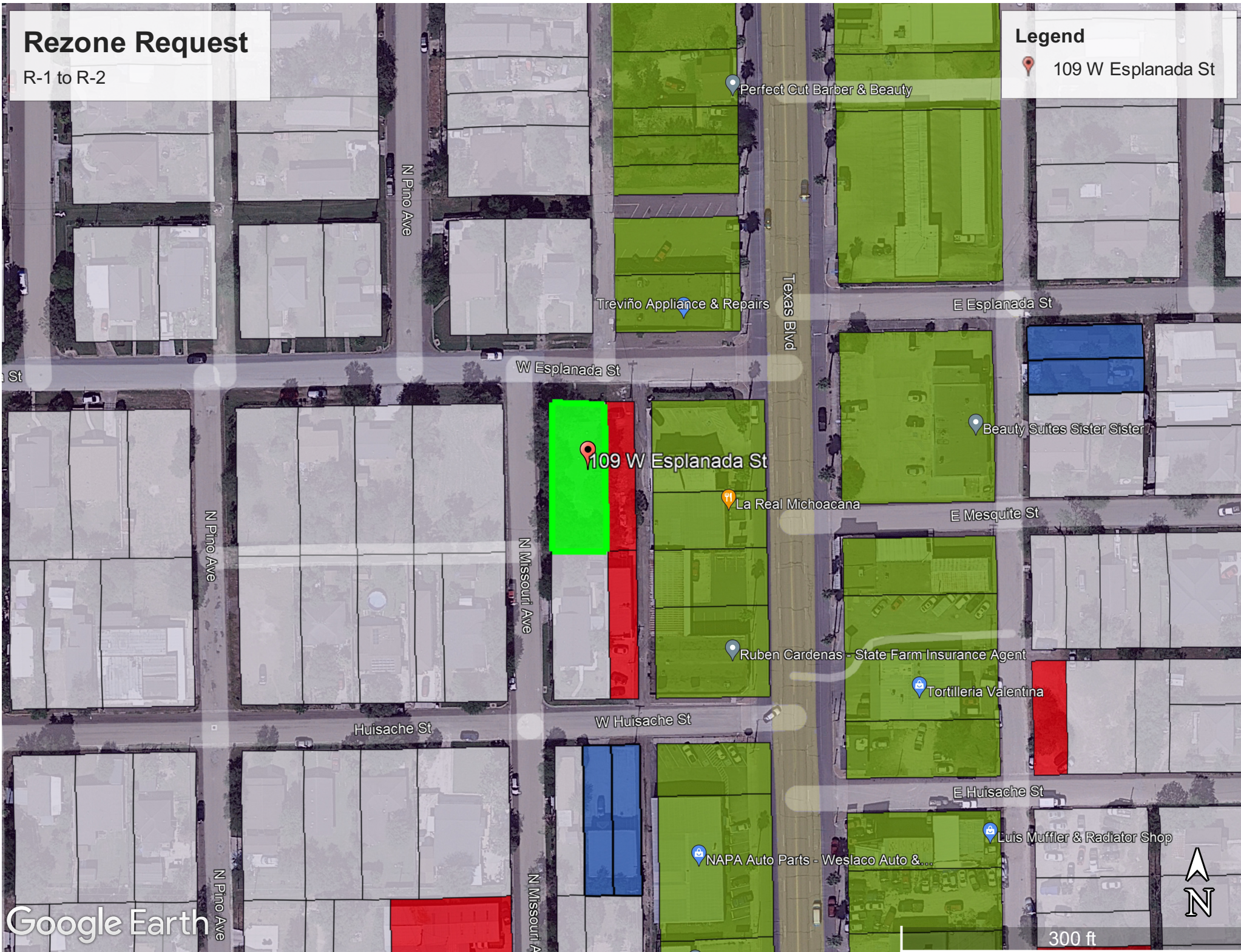
© COPYRIGHT 2023

Rezone Request

R-1 to R-2

Legend

 109 W Esplanada St



Google Earth

ORDINANCE NO. 2023-32

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 109 W ESPLANADA ALSO BEING LOT 15 AND 16, BLOCK 7, ESPLANADA SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-Family Dwelling District to R-2 Duplex and Apartment District located at 109 W Esplanada also being Lot 15 and 16, Block 7, Esplanada Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of August 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of September 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6837	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-33 to rezone 500 S Iowa also being Lot 1, Block 44, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District and authorize the Mayor to execute any related documents. First reading held August 15, 2023. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One-Family Dwelling District to R-2 Duplex and Apartment District. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on July 21, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on July 19, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the rezone at their regular meeting of August 2, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval based on surrounding land use.			
Attachments, if any: Rezone-500 S Iowa- Memo, 500 S Iowa -Application, Notice & Radius map, 500 S Iowa- Aerial, O2023-33 rezone 500 S Iowa			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Rezone- 500 S Iowa St

DATE: August 8, 2023

The proposed use of the property will be for a duplex type of use. The owner has not submitted any plans for construction at this time but will need to meet all the departments requirements. There are existing apartment and duplex zoned located along 5th Street in this area. Staff has not received any petitions for or against the rezone request.

The Planning & Zoning Commission recommended approval based on the surrounding land use.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING



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

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

FILE NO. RZNE-000481-2023

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot 1 Block 44

Subdivision Name 500 S Iowa

Street Address 309 East 5th Street, Weslaco, TX

Existing Zoning Original Townsite Existing Land Use Empty Lot

Proposed Zoning _____ Proposed Land Use _____



\$305.00 non-refundable filing fee.

Detailed dimensioned site plan/map must be submitted with this request.

Survey and metes and bounds if the legal description is a portion of a lot.

City and school tax receipts attached.

I have received a copy of "The Intent of Zoning Application Instructions".

APPLICANT

Name David/DORA Ybarra Phone 956-968-7477

Address 313 East Sugar Cane Drive Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: dybarra

OWNER

Name DORA Alicia Ybarra Phone 956-968-7477

Address 313 East Sugar Cane Drive Fax: _____

City Wes State TX Zip Code 78599 E-Mail: dpena2004@yahoo.com

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

Signature Dora Alicia Ybarra Date 7-11-2023
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Site _____ Date _____
 200' of Proposed Site

P & Z Notice of Public Hearing _____ Date _____

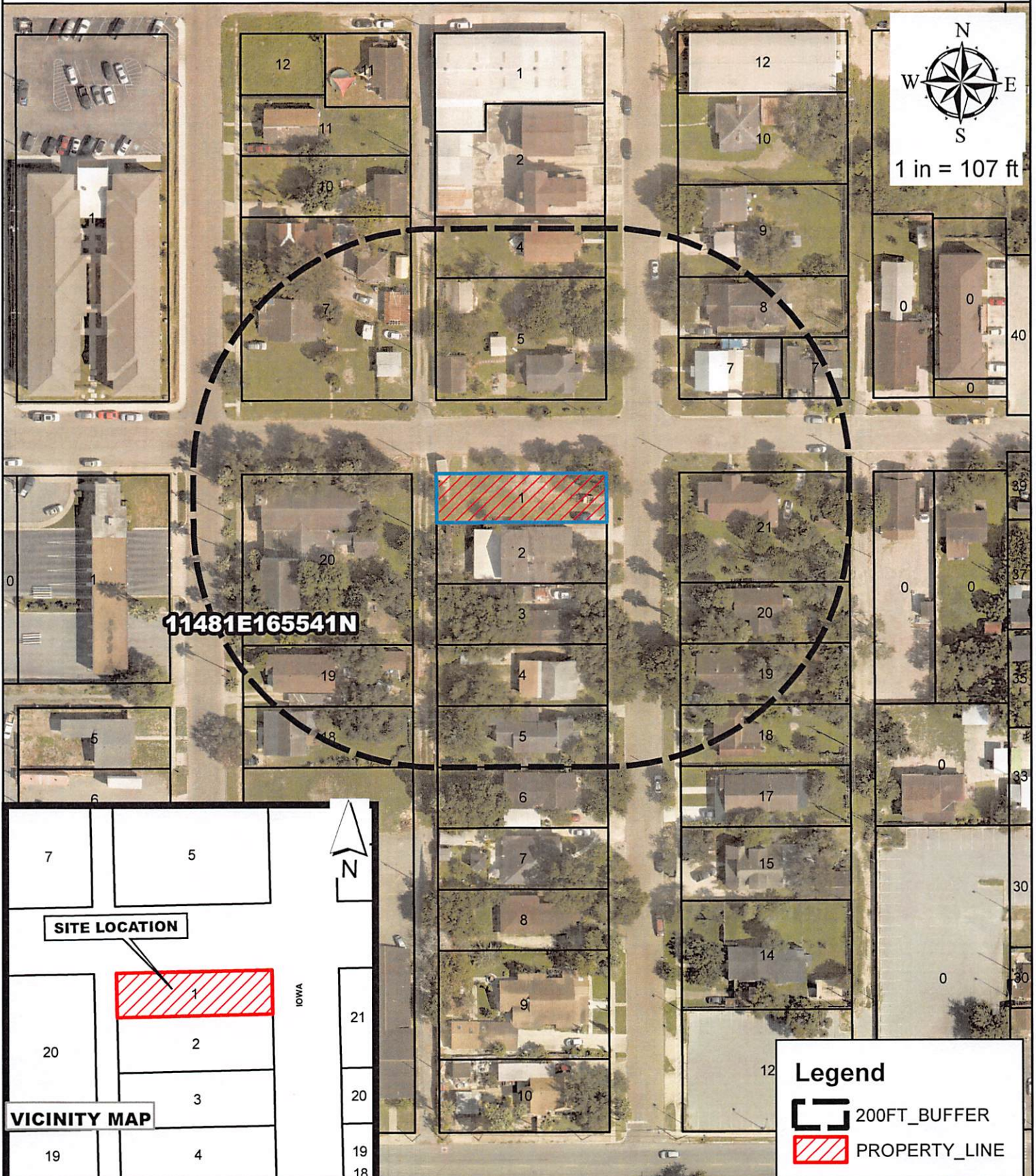
City Commission Notice of _____ Date _____

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

Presented to City Commission _____ Date _____
 Approved _____ Disapproved _____

Ordinance No. _____

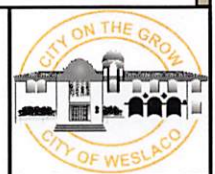
CITY OF WESLACO
 956-968-3181
 ***** REPRINT RECEIPT *****
 REC#: 03053789 7/11/2023 4:27 PM
 OPER: SS TERM: 040
 REF#: 1960
 PAID BY:
 TRAN: 800.0000 ENERGY PAYMENT
 INV-00013888 305.00CR
 YBARRA, DAVID
 CAINVOICEFEE 300.00CR
 CAINVOICEFEE 5.00CR
 TENDERED: 305.00 CHECK
 APPLIED: 305.00-
 CHANGE: 0.00



David & Dora Ybarra
500 S. Iowa
Weslaco Original Townsite
BLK44 Lots 1

Purpose for the Rezone Request

Existing zoning: R-1
Existing land use: Vacant
Prop Zone: R-2



JUL 11, 2023

WILD AUGUST LLC 260 S TEXAS BLVD STE 400 WESLACO TX 78596	W2300-00-030-0007-00 WESLACO ORIGINAL TOWNSITE BLK 30 409 S IOWA AVE	L: 15088 B: 21739
VASQUEZ FIDEL 4030 SPARROW ST ORANGE TX 77630	W2300-00-030-0007-01 WESLACO ORIGINAL TOWNSITE BLK 30 0 W 5TH ST	L: 9763 B: 19533
VALERIO - SALINAS IRMA 530 S BRIDGE AVENUE WESLACO TX 78596	W2300-00-030-0008-00 WESLACO ORIGINAL TOWNSITE BLK 30 407 S IOWA AVE	L: 24850 B: 80648
SILVA NOE & SYLVIA Q 405 S IOWA AVE WESLACO TX 78596	W2300-00-030-0009-00 WESLACO ORIGINAL TOWNSITE BLK 30 405 S IOWA AVE	L: 37275 B: 29120
TORRES ESTHER L AKA ESTER MANUEL DE JESUS & ALESSANDRA V 406 S IOWA WESLACO TX 78596	W2300-00-031-0004-00 WESLACO ORIGINAL TOWNSITE BLK 31 406 S IOWA AVE	L: 24850 B: 26002
CAMPOS GILBERTO I & DELICIA 410 S IOWA AVE WESLACO TX 78596	W2300-00-031-0005-00 WESLACO ORIGINAL TOWNSITE BLK 31 410 S IOWA AVE	L: 49700 B: 44946
RODRIGUEZ DOMINGA C 407 S ILLINOIS AVE WESLACO TX 78596	W2300-00-031-0007-00 WESLACO ORIGINAL TOWNSITE LOTS 7 407 S ILLINOIS AVE	L: 74550 B: 118150
YBARRA DORA ALICIA PENA 502 S IOWA AVE WESLACO TX 78596	W2300-00-044-0001-00 WESLACO ORIGINAL TOWNSITE BLK 44	L: 18760 B: 0
YBARRA DAVID C & DORA A 502 S IOWA AVE WESLACO TX 78596	W2300-00-044-0002-00 WESLACO ORIGINAL TOWNSITE BLK 44 502 S IOWA AVE	L: 24850 B: 138935
CASARES GEOFREDO JR 506 S IOWA AVE WESLACO TX 78596	W2300-00-044-0003-00 WESLACO ORIGINAL TOWNSITE BLK 44 506 S IOWA AVE	L: 24850 B: 37428
PEREZ JERRY & VANESSA E LINARES 508 S IOWA AVE WESLACO TX 78596	W2300-00-044-0004-00 WESLACO ORIGINAL TOWNSITE BLK 44 508 S IOWA AVE	L: 24850 B: 39020
HALL RAMONA & MARIA G GARCIA 510 S IOWA AVE WESLACO TX 78596	W2300-00-044-0005-00 WESLACO ORIGINAL TOWNSITE BLK 44 510 S IOWA AVE	L: 24850 B: 39892

City of Weslaco Code Enforcement Dept.

JUL 11, 2023

GUERRA EVA T & JOSE LUIS JR ET AL 512 S IOWA AVE WESLACO TX 78596	W2300-00-044-0006-00 WESLACO ORIGINAL TOWNSITE BLK 44 512 S IOWA AVE	L: 24850 B: 40138
DOLPHIN RENTALS LLC 2301 E BUSINESS HWY 83 DONNA TX 78537	W2300-00-044-0018-00 WESLACO ORIGINAL TOWNSITE BLK 44 509 S ILLINOIS AVE	L: 24850 B: 27155
INFANTE JUAN RAMON & ANA 507 S ILLINOIS AVE WESLACO TX 78596	W2300-00-044-0019-00 WESLACO ORIGINAL TOWNSITE BLK 44 507 S ILLINOIS AVE	L: 24850 B: 46115
JIMENEZ TERESA Q 509 S IOWA AVE WESLACO TX 78596	W2300-00-045-0018-00 WESLACO ORIGINAL TOWNSITE BLK 45 509 S IOWA AVE	L: 24850 B: 28612
VILLARREAL LINA G PAULA T CASTILLEJA 1900 TOMATILLO DR WESLACO TX 78596	W2300-00-045-0019-00 WESLACO ORIGINAL TOWNSITE BLK 45 507 S IOWA AVE	L: 24850 B: 35048
ADAMS JACOB 9415 MCAFEE DR HOUSTON TX 77031	W2300-00-045-0020-00 WESLACO ORIGINAL TOWNSITE BLK 45 505 S IOWA AVE	L: 24850 B: 41827
LOPEZ MARCO ANTONIO 501 S IOWA AVE WESLACO TX 78596	W2300-00-045-0021-00 WESLACO ORIGINAL TOWNSITE BLK 45 501 S IOWA AVE	L: 44730 B: 66209
FIRST UNITED METHODIST CHURCH OF WESLACO 520 S ILLINOIS AVE WESLACO TX 78596	W2300-00-044-0012-00 WESLACO ORIGINAL TOWNSITE ALL & 17 BLK 44	L: 182700 B: 188550
REORGANIZED CHURCH OF JESUS PO BOX 1059 INDEPENDENCE MO 64051	W2300-00-044-0020-00 WESLACO ORIGINAL TOWNSITE LOTS	L: 101850 B: 209799

E 4th St

Rezone Request

R-1 to R-2

Legend



University Apartments

The Detail Guy's Car Wash Auto Detail... V & M PRINTS HTV, ADHESIVE...

E 5th St

E 5th St

500 S Iowa Ave

S Illinois Ave

S Iowa Ave

S Garza Ave

S Garza Ave

Mayor Joe V Sánchez Public Library

Google Earth



300 ft

ORDINANCE NO. 2023-33

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 500 S IOWA ALSO BEING LOT 1, BLOCK 44, WESLACO ORIGINAL TOWNSITE SUBDIVISION, WESLACO HIDALGO COUNTY, TEXAS. FROM R-1 ONE-FAMILY DWELLING DISTRICT TO R-2 DUPLEX AND APARTMENT DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from a R-1 One-Family Dwelling District to R-2 Duplex and Apartment District located at 500 S Iowa also being Lot 1, Block 44, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of August 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of September 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6838	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-34 for the Voluntary Annexation of EMC Subdivision– being a 1.79-acre tract of land out of Farm Tract 771, West Tract Subdivision, Hidalgo County, Texas located 750' west of Pleasantview along the south side of E 18 th St. and authorize the Mayor to execute any related documents. First reading held August 15, 2023. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through a 6" waterline and sewer by OSSF. The property is within a Flood Zone "AH".			
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): The Planning and Zoning Commission recommended approval of the Annexation request at their regular meeting of August 2, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: EMC - Memo, EMC subd. - Application annexation, EMC-Survey, EMC - Aerial, E.M.C Subd.-PLAT 08-08-23, O2023-34 Annexation Ordinance-EMC			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: EMC Subdivision – Voluntary Annexation

DATE: August 8, 2023

The proposed subdivision will be a four (4)- lot subdivision will be for Single family homes and is located just outside the City of Weslaco city limits 18th Street just to the south of the proposed Ranchettes on 18th St. The property is within a Flood Zone "AH" and will need to be removed from the Flood Zone and approved by FEMA. This subdivision is being serviced with water by City of Weslaco and is proposing sanitary sewer by OSSF. The development is contiguous to the existing city limits line.

Thank you,

Rebekah de la Fuente, CFM



ANN X-000485-2023
APPLICATION FOR VOLUNTARY ANNEXATION

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: WEST TRACT SUBD.

Location: 1/4 750' WEST OF PLEASANTVIEW ALONG THE S. SIDE OF

Legal Description: 1.79 AC. 0/0 A 4.0 AC. TR. 0/0 E 18TH ST.
F.T. 771, WEST TRACT SUBD., D.C.T.

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

OWNER INFORMATION

Owner's Name: LUIS REYES Telephone: 778-0140

Address: 1904 PLEASANTVIEW DR. Fax: _____

City: WESLACO State: TX Zip: 78596 E-mail: LUISREYES034@yahoo.com

ENGINEER INFORMATION

Name: DAVID O. SALINAS Telephone: 682-9081

Address: 2221 DAFFODIL AVE. Fax: 686-1489

City: MESQUITE State: TX Zip: 78501 E-mail: dsalinas@salinasengineering.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Luis Reyes

Owner Signature: Luis Reyes Date: 7/17/23

_____ is the authorized agent

Authorized Agent Signature: [Signature] Date: 7/17/23

Authorized Agent Printed Name: DAVID DUAR SILVA

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____

METES AND BOUNDS DESCRIPTION

BEING A 1.79 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 4.0 ACRE TRACT CARVED OUT OF AND BEING A PART OF THE WEST 10.0 ACRES OF THE EAST 15.0 ACRES OF THE NORTH 20.0 ACRES OF FARM TRACT 771, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.79 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID FARM TRACT 771 LOCATED IN THE CENTER OF E. 18TH. STREET; THENCE, AS FOLLOWS:

EAST, COINCIDENT WITH THE NORTH TRACT 771, AT DISTANCE OF 360.0 FEET PASS A NAIL SET ON THE NORTHWEST CORNER OF SAID 4.0 ACRES TRACT, CONTINUING AT A DISTANCE OF 420.0 FEET IN ALL TO A NAIL SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, EAST, CONTINUING COINCIDENT WITH THE NORTH LINE OF SAID TRACT 771 AND THE NORTH LINE OF SAID 4.0 ACRE TRACT LOCATED IN THE CENTER OF SAID E. 18TH. STREET, A DISTANCE OF 204.0 FEET TO A NAIL SET ON THE NORTHEAST CORNER OF SAID 4.0 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID 4.0 ACRE TRACT, A DISTANCE OF 30.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 18TH. STREET, AT A DISTANCE OF 370.29 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (3) THENCE, WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID 4.0 ACRE TRACT, A DISTANCE OF 204.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (4) THENCE, NORTH, ALONG A LINE PARALLEL TO AND 60.0 FEET EASTERLY FROM THE WEST LINE OF SAID 4.0 ACRE TRACT, A DISTANCE OF 340.29 FEET PASS A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 18TH. STREET, AT A DISTANCE OF 370.29 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 1.79 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 30.0 FEET (OR 0.14 ACRES, MORE OR LESS), ARE LOCATED WITH THE EXISTING RIGHT-OF-WAY OF SAID E. 18TH. STREET, LEAVING 1.65 NET ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: WARRANTY DEED TO 4.0 ACRE TRACT
N:/SUBDIVISIONPLATS/EMC.SUB/1.79.0710233

DAVID OMAR SALINAS, RPLS
SALINAS ENGINEERING & ASSOCIATES, INC.
2221 DAFFODIL AVE., MCALLEN, TEXAS, 78501
(956) 682-9081 dsalinas@salinasengineering.com

DATE: JULY 10, 2023
JOB NO.: EMC SUBDIVISION



TAX CERTIFICATE



PABLO (PAUL) VILLARREAL JR., PCC
HIDALGO COUNTY TAX ASSESSOR - COLLECTOR
PO BOX 178
EDINBURG, TEXAS 78540

Issued To:

REYES LUIS III & EDITH
1906 S PLEASANTVIEW
WESLACO, TX 78596-9546

Legal Description

WEST TRACT 4 AC-W 10 AC-E 15 AC-N 20 AC
FT 771

Parcel Address: 2202 E 18TH ST

Legal Acres: 4.0000

Account Number: W3800-00-771-0000-80

Deposit No.: WS23191112TC

Print Date: 07/10/2023 12:45:41 PM

Certificate No: 248650241

Paid Date: 07/10/2023

Certificate Fee: \$10.00

CASH

Issue Date: 07/10/2023

Operator ID: JANET112

TAX CERTIFICATES ARE ISSUED WITH THE MOST CURRENT INFORMATION AVAILABLE. ALL ACCOUNTS ARE SUBJECT TO CHANGE PER SECTION 26.15 AND 11.43(I) OF THE TEXAS PROPERTY TAX CODE. THIS IS TO CERTIFY THAT ALL TAXES DUE ON THE ABOVE DESCRIBED PROPERTY HAVE BEEN EXAMINED, UP TO AND INCLUDING THE YEAR 2022, AND THERE ARE NO TAXES DUE ON THIS PROPERTY.

Exemptions:

CAPPED DEFERRAL HOMESTEAD OVER 65 OPEN
SPACE 1-D-1 100% EXEMPT VET

Certified Owner:

REYES LUIS III & EDITH
1906 S PLEASANTVIEW
WESLACO, TX 78596-9546

Certified Tax Unit(s):

1 HIDALGO COUNTY
2 DRAINAGE DIST #1
3 EMS DIST #1
53 WESLACO ISD
54 SOUTH TEXAS ISD
55 SOUTH TEXAS COLLEGE

2022 Value:	174,695
2022 Levy:	\$75.32
2022 Levy Balance:	\$0.00
Prior Year Levy Balance:	\$0.00
Total Levy Due:	\$0.00
P&I + Attorney Fee:	\$0.00
Total Amount Due:	\$0.00

PROPERTY OMITTED FROM THE APPRAISAL ROLL AS DESCRIBED UNDER TAX ROLL SECTION 25.21 IS NOT INCLUDED IN THE CERTIFICATE [TAX ROLL SECTION 31.08(B)].

THE ABOVE PROPERTY HAS RECEIVED AN OVER 65, DISABILITY OR 100% VETERAN EXEMPTION FOR THE CURRENT YEAR. ADDITIONAL TAXES MAY BECOME DUE BASED ON THE QUALIFICATIONS OF THE SELLER/BUYER OF THIS PROPERTY. DUE TO ITS ASSIGNED USAGE, THE ABOVE LEGAL PROPERTY MAY HAVE RECEIVED SPECIAL VALUATION, AND ADDITIONAL ROLLBACK TAXES MAY BECOME DUE BASED ON THE PROVISIONS OF THE SPECIAL VALUATION.

Reference (GF) No: N/A

Issued By:

PABLO (PAUL) VILLARREAL JR., PCC

HIDALGO COUNTY TAX ASSESSOR - COLLECTOR

This certification does not include any mineral interests in and to said land where severance thereof has been affected by sales, reservation lease, pooling agreement, unitization or otherwise.



9
9
TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78573 (512) 239-5263

SCALE: 1" = 60'

P.O.B.

— E. 18TH. ST.
(60.0'—80.0' R.O.W.)

N.E.C
4.0 AC.
TRACT

ADJOINER:
OWNER: LUIS REYES, III
EDITH MARIZA REYES
4.0 AC.
DOCUMENT NO.: 3384164, H.C.

TRACT I

- 0.29 AC. E. 18TH ST.
1.38 AC. NET GROSS

ADJOINER:
SOUTHERN OAKS RANCH PHASE II
SUBDIVISION
DOCUMENT NO. 2752210, H.C.D.R.

ADJOINER:
OWNER: LUIS REYES, III
EDITH MARIZA REYES
4.0 AC.
DOCUMENT NO.: 3384164, H.C.D.R.

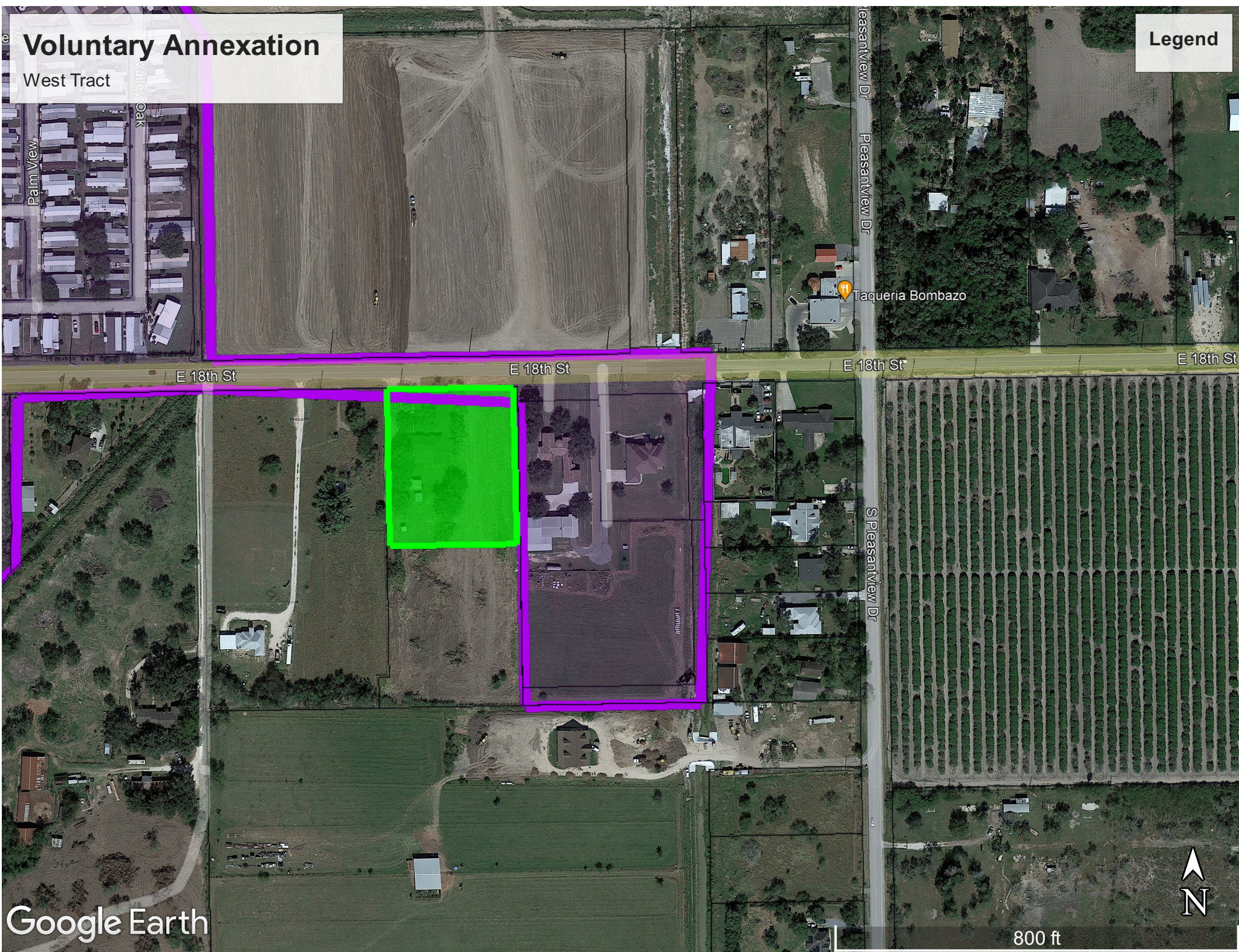
A professional land surveyor seal for David Omar Salinas, State of Texas, No. 5782. The seal is an octagon with a decorative border. Inside, it says "STATE OF TEXAS" at the top, "REGISTERED" below it, a star in the center, "DAVID OMAR SALINAS" below the star, "5782" below the name, and "PROFESSIONAL LAND SURVEYOR" at the bottom.

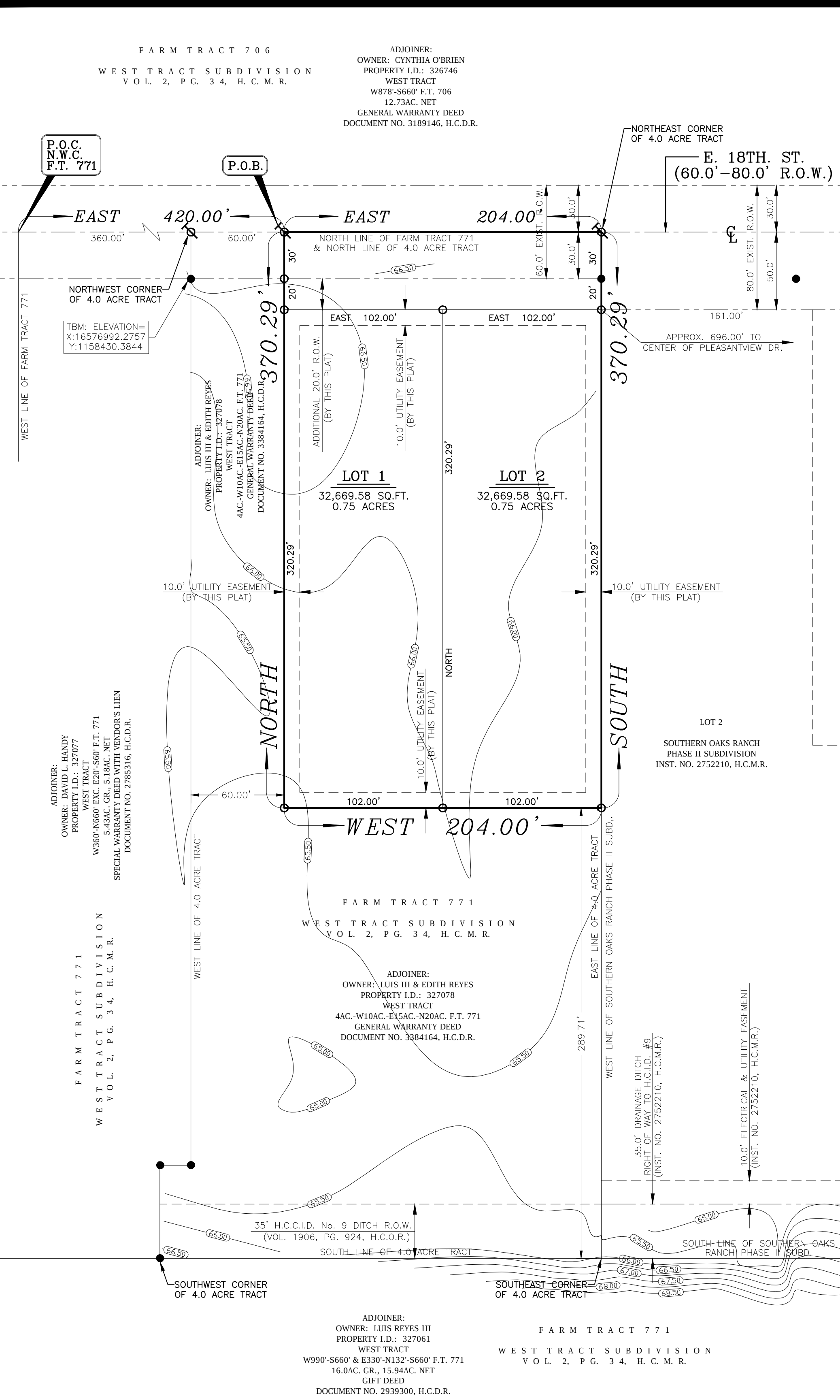
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5782

Voluntary Annexation

West Tract

Legend





LEGEND

●

FOUND 1/2" IRON ROD

○

SET 1/2" IRON ROD WITH YELLOW CAP MARKED "SEA 5782"

○

SET NAIL

○

CENTERLINE

○

F.T. FARM TRACT

○

PG. PAGE

○

VOL. VOLUME

○

SQ.FT. SQUARE FEET

○

N.W.C. NORTHWEST CORNER

○

R.O.W. RIGHT OF WAY

○

P.O.C. POINT OF COMMENCEMENT

○

P.O.B. POINT OF BEGINNING

○

H.C.D.R. HIDALGO COUNTY DEED RECORDS

○

H.C.M.R. HIDALGO COUNTY MAP RECORDS

○

H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS

○

H.C.C.I.D. HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT

○

TBM TEMPORARY BENCHMARK

↑

SCALE: 1"=50'

↑

BASIS OF BEARING

↑

NAD 1983 STATE PLANE TEXAS

↑

SOUTH FIPS 4205 FEET

- GENERAL PLAT NOTES:
1. MINIMUM SETBACKS:
FRONT: 25.00' OR GREATER FOR EASEMENTS.
REAR: 10.00' OR GREATER FOR EASEMENTS.
SIDE: 6.00' OR GREATER FOR EASEMENTS.
GARAGE: 18.00' OR GREATER FOR EASEMENTS.

2. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "AH".

ZONE "AH": AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD PLAIN.
COMMUNITY PANEL NUMBER: 480334 0525 B EFFECTIVE DATE: 01/02/81.

AREAS OF 100-YEAR SHALLOW FLOODING WHERE DEPTHS ARE BETWEEN ONE (1) AND THREE (3) FEET; BASED FLOOD ELEVATIONS ARE SHOWN, BUT NO FLOOD HAZARD FACTORS ARE DETERMINED.

3. FINISHED FLOOR ELEVATIONS ESTABLISHED MUST BE HIGHER THAN 69.0' OR 18" ABOVE TOP OF CURB OR CENTER LINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.

4. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 3,953.18 CUBIC FEET (0.09 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.

5. UNLESS OTHERWISE NOTED ON THIS PLAT, THE LOTS ARE MONUMENTED BY 1/2 INCH WIDE BY 18 INCH LONG IRON RODS.

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

7. EACH PURCHASED CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

8. BENCHMARK NOTE: BM 6
GRID ZONE: TEXAS SOUTH (4205)
SOUTHEAST CORNER OF THE INTERSECTION OF MILE 5 NORTH RD. AND FM 88
HORIZONTAL DATUM: NAD 83
VERTICAL DATUM: NAVD 88
LAT.: 26° 07' 34.18407" N LONG.: 97° 05' 24.57008" W
ELEVATION: 67.629

9. THIS SUBDIVISION WAS DESIGNED FOR 50-YEAR FLOOD USING MODIFIED RATIONAL METHOD.

10. A FIVE (5.0) FOOT SIDEWALK ALONG E. 18TH STREET IS REQUIRED AT BUILDING PERMIT STAGE AND SHALL BE PROVIDED BY EACH LOT OWNER.

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

12. ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AT A 0.5% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES' APPENDIX 3.1.4.

13. STREETLIGHT MUST BE LOCATED EVERY 300 FEET.

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

15. NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

16. LANDSCAPING IS REQUIRED PER CITY ORDINANCE.

17. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY.
A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

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

19. LUIS REYES, THE OWNER & SUBDIVIDER OF E.M.C. SUBDIVISION, RETAINS A BLANKET EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET 2 OF THIS PLAT.

STATE OF TEXAS
COUNTY OF HIDALGO

PLAT APPROVED FOR RECORD

I, LUIS REYES, AS OWNER TO THE LAND SHOWN ON THIS PLAT DESIGNATED AS E.M.C. SUBDIVISION HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY EASEMENT TO THE USE OF THE PUBLIC OR ENTERS ALL STREETS, WATER WAYS, WATER COURSES, ALLEYS, EASEMENTS, AND RIGHTS-OF-WAY HEREIN SHOWN OR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED, AND, FURTHER, HEREBY CERTIFY THAT THE REQUIREMENTS OF SECTION 232.032 OF THE TEXAS LOCAL GOVERNMENT CODE, PAGE 440, 2000 EDITION, HAVE BEEN MET AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(B) SANITARY SEWER CONNECTIONS TO ALL LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;

(D) GAS CONNECTIONS, IF AVAILABLE AND IF PROVIDED AS AN ALTERNATE SOURCE OF ENERGY, PROVIDED TO EACH LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

OWNER: LUIS REYES
1906 PLEASANTVIEW DR.
WESLACO, TEXAS 78596

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS - CITY OF WESLACO

I, THE UNDERSIGNED, MAYOR OF THE CITY OF WESLACO, DO HEREBY CERTIFY THAT E.M.C. SUBDIVISION, PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF HIDALGO

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

CHAIRMAN, PLANNING AND ZONING COMMISSION

DATE

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.M.C. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSION ON _____, 2023.

HIDALGO COUNTY JUDGE

DATE

HIDALGO COUNTY CLERK

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.M.C. SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____, 2023.

HIDALGO COUNTY ENVIRONMENTAL HEALTH DIVISION MANAGER

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, DAVID OMAR SALINAS, P.E., A REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF TEXAS, REGISTRATION NUMBER TX 71973, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN GIVEN PROPER AND ADEQUATE ENGINEERING CONSIDERATION.

DAVID OMAR SALINAS, P.E.
REG. PROFESSIONAL ENGINEER #71973

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

DAVID O. SALINAS, R.P.L.S.
REG. PROFESSIONAL LAND SURVEYOR #5782

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCOD #9.

2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

3. HCOD #9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCOD #9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL BE AT THE DISTRICT'S EXPENSE.

4. HCOD #9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

5. HCOD #9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

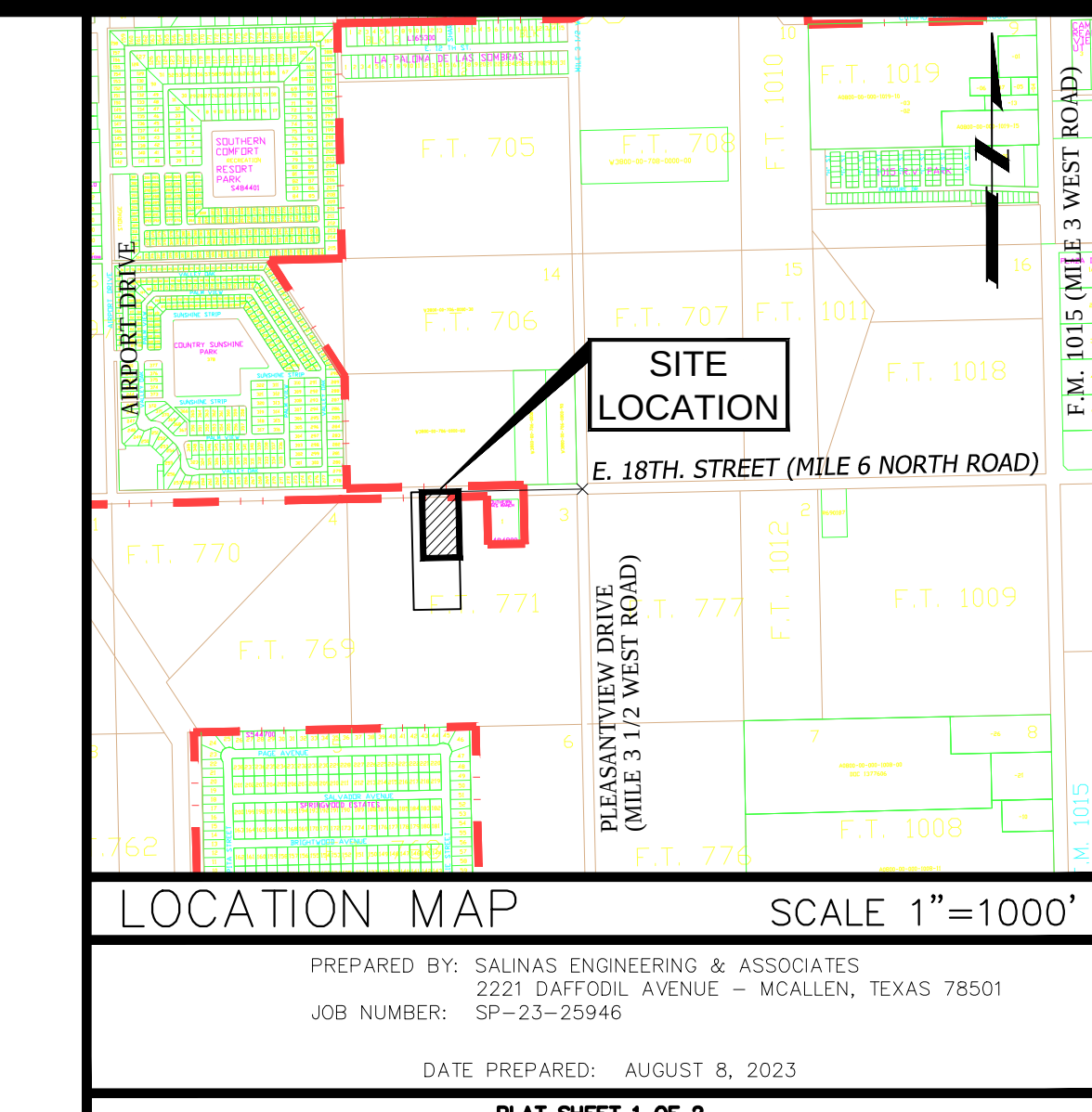
APPROVED BY DRAINAGE DISTRICT:

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

DATE



LOCATION MAP

SCALE 1"=1000'

PREPARED BY: SALINAS ENGINEERING & ASSOCIATES
2221 DAFFODIL AVENUE - MCALLEN, TEXAS 78501
JOB NUMBER: SP-23-25946

DATE PREPARED: AUGUST 8, 2023

PLAT SHEET 1 OF 2

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

E.M.C. SUBDIVISION IS LOCATED ON THE SOUTH SIDE OF E. 18TH ST. AND APPROXIMATELY 696.0 FEET WEST FROM THE CENTER LINE OF PLEASANTVIEW DRIVE. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF WESLACO (POPULATION 42,038 AS PER THE 2020 CENSUS).

E.M.C. SUBDIVISION DOES NOT LIE ADJACENT TO OR CONTIGUOUS WITH THE CITY LIMITS OF WESLACO. IT IS WITHIN THE 2 MILE EXTRATERRITORIAL JURISDICTION OF WESLACO UNDER LOCAL GOVERNMENT CODE 42.021, PRESCRIPT NO. 1.

METES AND BOUNDS DESCRIPTION

BEING A 1.73 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 4.0 ACRE TRACT CARVED OUT OF AND BEING A PART OF THE WEST 10.0 ACRES OF THE EAST 15.0 ACRES OF THE NORTH 20.0 ACRES OF FARM TRACT 771, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.73 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

- COMMENCING AT THE NORTHWEST CORNER OF SAID FARM TRACT 771 LOCATED IN THE CENTER OF E. 18TH STREET; THENCE, AS FOLLOWS:
- EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT 771, AT A DISTANCE OF 360.0 FEET PASS A NAIL SET ON THE NORTHWEST CORNER OF SAID 4.0 ACRE TRACT, CONTINUING AT A DISTANCE OF 420.0 FEET IN ALL TO A NAIL SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;
- (1) THENCE, EAST, CONTINUING COINCIDENT WITH THE NORTH LINE OF SAID TRACT 771 AND THE NORTH LINE OF SAID 4.0 ACRE TRACT LOCATED IN THE CENTER OF SAID E. 18TH STREET, A DISTANCE OF 204.0 FEET TO A NAIL SET ON THE NORTHEAST CORNER OF SAID 4.0 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID 4.0 ACRE TRACT, A DISTANCE OF 30.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 18TH STREET, AT A DISTANCE OF 370.29 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (3) THENCE, WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID 4.0 ACRE TRACT, A DISTANCE OF 204.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (4) THENCE, NORTH, ALONG A LINE PARALLEL TO AND 60.0 FEET EASTERLY FROM THE WEST LINE OF SAID 4.0 ACRE TRACT, A DISTANCE OF 340.29 FEET PASS A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 18TH STREET, AT A DISTANCE OF 370.29 FEET IN ALL TO THE POINT OF BEGINNING, CONTAINING 1.73 GROSS ACRES OF LAND, MORE OR LESS, OF WHICH THE NORTH 30.0 FEET (OR 0.14 ACRES, MORE OR LESS), ARE LOCATED WITHIN THE EXISTING RIGHT-OF-WAY OF SAID E. 18TH STREET, LEAVING 1.59 NET ACRES OF LAND, MORE OR LESS.

BASIS OF BEARING: WARRANTY DEED TO 4.0 ACRE TRACT N/SUBDIVISION/PLATS/EMC.SUB/1.73.080823

DISCLAIMER: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW BY THE CITY OF WESLACO ONLY & BY NO OTHERS UNDER THE AUTHORITY OF DAVID OMAR SALINAS, P.E., TX. REG. NO. 71973 ON AUGUST 8, 2023. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.

INDEX SHEET OF E.M.C. SUBDIVISION

SHEET 1

HEADING; INDEX; LOCATION MAP PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS, AND EASEMENT DESIGNATIONS; LEGAL DESCRIPTION (METES & BOUNDS); SURVEYORS AND ENGINEERS CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNERS DEDICATION, CERTIFICATION; AND ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL; DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE E.T.L. OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; H.C.O.D. CERTIFICATION; IRRIGATION DISTRICT CERTIFICATE OF APPROVAL; HIDALGO COUNTY HEALTH DEPT. CERTIFICATE OF APPROVAL; REVISION NOTES.

SHEET 2

WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSION); SAMPLE OF LOG BORE FOR OSSF SYSTEM; TYPICAL WATER SERVICE CONNECTION; SUBDIVISIONS CERTIFICATE AND STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT; MAP OF TOPOGRAPHY AND DRAINAGE.

SEA

SALINAS ENGINEERING & ASSOC.

(P-6675) (TBPLS-10065700)

CONSULTING ENGINEERS & SURVEYORS

2221 DAFFODIL AVENUE, MCALLEN, TEXAS 78501

(956) 682-9081 (956) 686-1489 (FAX)

TBPLS 12100 PARK 35 CIRCLE BLDG. A, SUITE 156, MC-230, AUSTIN, TEXAS 78753 (512) 239-5263

E.M.C. SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A 1.73 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 4.0 ACRE TRACT CARVED OUT OF AND BEING A PART OF THE WEST 10.0 ACRES OF THE EAST 15.0 ACRES OF THE NORTH 20.0 ACRES OF FARM TRACT 771, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

PRINCIPAL CONTACTS					
NAME	ADDRESS	CITY & ZIP	PHONE	FAX	
OWNER: LUIS REYES	1906 PLEASANTVIEW DR.	WESLACO, TEXAS 78596	(956) 778-0140	NONE	
ENGINEER: DAVID O. SALINAS	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489	
SURVEYOR: DAVID O. SALINAS	2221 DAFFODIL AVE.	MCALLEN, TEXAS 78501	(956) 682-9081	(956) 686-1489	

ORDINANCE NO. 2023-34

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 7.73 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 1.73 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

BEING A 1.73 GROSS ACRE TRACT OF LAND, MORE OR LESS, OUT OF THAT CERTAIN 4.0 ACRE TRACT CARVED OUT OF AND BEING A PART OF THE WEST 10.0 ACRES OF THE EAST 15.0 ACRES OF THE NORTH 20.0 ACRES OF FARM TRACT 771, WEST TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 02, PAGE 34, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 1.73 ACRE TRACT OF LAND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID FARM TRACT 771 LOCATED IN THE CENTER OF E. 18TH. STREET; THENCE, AS FOLLOWS:

EAST, COINCIDENT WITH THE NORTH LINE OF SAID TRACT 771, AT A DISTANCE OF 360.0 FEET PASS A NAIL SET ON THE NORTHWEST CORNER OF SAID 4.0 ACRE TRACT, CONTINUING AT A DISTANCE OF 420.0 FEET IN ALL TO A NAIL SET FOR THE NORTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

- (1) THENCE, EAST, CONTINUING COINCIDENT WITH THE NORTH LINE OF SAID TRACT 771 AND THE NORTH LINE OF SAID 4.0 ACRE TRACT LOCATED IN THE CENTER OF SAID E. 18TH. STREET, A DISTANCE OF 204.0 FEET TO A NAIL SET ON THE NORTHEAST CORNER OF SAID 4.0 ACRE TRACT FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (2) THENCE, SOUTH, COINCIDENT WITH THE EAST LINE OF SAID 4.0 ACRE TRACT, A DISTANCE OF 30.0 FEET PASS A ½ INCH DIAMETER IRON ROD FOUND ON INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 18TH. STREET, AT A DISTANCE OF 370.29 FEET IN ALL TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
- (3) THENCE, WEST, ALONG A LINE PARALLEL TO THE NORTH LINE OF SAID 4.0 ACRE TRACT, A DISTANCE OF 204.0 FEET TO A ½ INCH DIAMETER IRON ROD WITH YELLOW CAP MARKED "SEA 5782" SET FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
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SECTION 3. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Weslaco.

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of August, 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of September 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

NORMA A. CANTU, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6839	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2023-35 for the Voluntary Annexation of Parma Subdivision– being a West Tract BNC an IRR TR S330'-N660'-E660' FT 109 5.0 AC Net, West Tract Subdivision, Hidalgo County, Texas located North Texas approximately 1,600 feet south of Mile 10 North and authorize the Mayor to execute any related documents. First reading held August 15, 2023. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by North Alamo Water Supply Company through a 6" waterline and sewer by OSSF. The property is within a Flood Zone "X". The property is contiguous to the Weslaco City limits along the westside.			
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): The Planning and Zoning Commission recommended approval of the Annexation request at their regular meeting of August 2, 2023.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Parma - Memo, Parma subd.-letter, Parma subd.- Application, Parma- Metes & Bounds, Parma- Aerial, O2023-35 voluntary annexation Parma			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

MEMO

TO: Mayor and City Commission

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

RE: Parma Subdivision– Voluntary Annexation

DATE: August 8, 2023

The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through a 6" waterline and sanitary sewer by the City of Weslaco through the new lift station located along the Southwest corner of this property. The property is within a Flood Zone "AH" and will need to be removed from the Flood Zone and approved by FEMA. The development is contiguous to the existing city limits line along the West, North and South property lines.

Thank you,

Rebekah de la Fuente, CFM

Voluntary Annexation Request

Dear City Council,

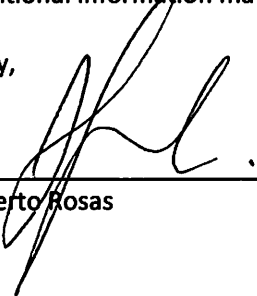
As the owner(s) of the below-referenced property, I (we) would like the City of Weslaco to consider my (our) request for annexation. The legal description of the property is located on N Texas Blvd, approximately 1,600 feet South of Mile 10 N, and has the legal description WEST TRACT BNG AN IRR TR S330'-N660'-E660' FT 109 5.0AC NET. The property is currently undeveloped. The size of the tract is 5.0 acres. The reason for this annexation request is (e.g., connect to city sewer, as a condition of a developer's agreement, subdivide the property, etc.):

To rezone and subdivide the property as part of a larger subdivision.

Owner(s) as listed on Deed Parma Ventures, LLC

Any additional information may be obtained by contacting Javier Mendez at (510) 290-7140.

Sincerely,



Luis Alberto Rosas



APPLICATION FOR VOLUNTARY ANNEXATION

ANNX-000484-2023

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: Parma Subdivision

Location: N TEXAS BLVD

Legal Description: WEST TRACT BNG AN IRR TR S330'-N660'-E660' FT 109 5.0AC NET

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

OWNER INFORMATION

Owner's Name: Parma Ventures LLC Telephone: (956) 340-4633
Address: 4900 N 10th St, Ste. B9 Fax: (956) 627-4278
City: McAllen State: TX Zip: 78504 E-mail: management@troyocg.net

ENGINEER INFORMATION

Name: George Lazaro Telephone: (956) 797-3411
Address: 133 E Magnolia Ave Fax: _____
City: La Feria State: TX Zip: 78559 E-mail: gelazaro@aol.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Luis Alberto Rosas

Owner Signature: _____ Date: 07/17/2023

_____ is the authorized agent

Authorized Agent Signature: _____ Date: 07/17/2023

Authorized Agent Printed Name: Eduardo Gamba

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____

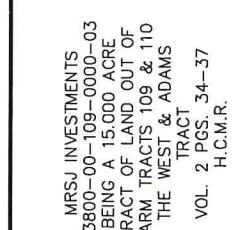
Staff Review Date: _____

P & Z Commission Approval: _____

City Commission Approval on First Reading: _____

City Commission Approval on Final Reading: _____

APPROXIMATELY 1,878.00 FEET
SOUTH FROM MILE 10 NORTH ROAD



	H. N/A	I. N/A	J. N/A
1. <i>Chlorophyll a</i>	1.0	1.0	1.0
2. <i>Chlorophyll b</i>	1.0	1.0	1.0
3. <i>Chlorophyll c</i>	1.0	1.0	1.0
4. <i>Chlorophyll d</i>	1.0	1.0	1.0
5. <i>Chlorophyll e</i>	1.0	1.0	1.0
6. <i>Chlorophyll f</i>	1.0	1.0	1.0
7. <i>Chlorophyll g</i>	1.0	1.0	1.0
8. <i>Chlorophyll h</i>	1.0	1.0	1.0
9. <i>Chlorophyll i</i>	1.0	1.0	1.0
10. <i>Chlorophyll j</i>	1.0	1.0	1.0
11. <i>Chlorophyll k</i>	1.0	1.0	1.0
12. <i>Chlorophyll l</i>	1.0	1.0	1.0
13. <i>Chlorophyll m</i>	1.0	1.0	1.0
14. <i>Chlorophyll n</i>	1.0	1.0	1.0
15. <i>Chlorophyll o</i>	1.0	1.0	1.0
16. <i>Chlorophyll p</i>	1.0	1.0	1.0
17. <i>Chlorophyll q</i>	1.0	1.0	1.0
18. <i>Chlorophyll r</i>	1.0	1.0	1.0
19. <i>Chlorophyll s</i>	1.0	1.0	1.0
20. <i>Chlorophyll t</i>	1.0	1.0	1.0
21. <i>Chlorophyll u</i>	1.0	1.0	1.0
22. <i>Chlorophyll v</i>	1.0	1.0	1.0
23. <i>Chlorophyll w</i>	1.0	1.0	1.0
24. <i>Chlorophyll x</i>	1.0	1.0	1.0
25. <i>Chlorophyll y</i>	1.0	1.0	1.0
26. <i>Chlorophyll z</i>	1.0	1.0	1.0
27. <i>Chlorophyll aa</i>	1.0	1.0	1.0
28. <i>Chlorophyll ab</i>	1.0	1.0	1.0
29. <i>Chlorophyll ac</i>	1.0	1.0	1.0
30. <i>Chlorophyll ad</i>	1.0	1.0	1.0
31. <i>Chlorophyll ae</i>	1.0	1.0	1.0
32. <i>Chlorophyll af</i>	1.0	1.0	1.0
33. <i>Chlorophyll ag</i>	1.0	1.0	1.0
34. <i>Chlorophyll ah</i>	1.0	1.0	1.0
35. <i>Chlorophyll ai</i>	1.0	1.0	1.0
36. <i>Chlorophyll aj</i>	1.0	1.0	1.0
37. <i>Chlorophyll ak</i>	1.0	1.0	1.0
38. <i>Chlorophyll al</i>	1.0	1.0	1.0
39. <i>Chlorophyll am</i>	1.0	1.0	1.0
40. <i>Chlorophyll an</i>	1.0	1.0	1.0
41. <i>Chlorophyll ao</i>	1.0	1.0	1.0
42. <i>Chlorophyll ap</i>	1.0	1.0	1.0
43. <i>Chlorophyll aq</i>	1.0	1.0	1.0
44. <i>Chlorophyll ar</i>	1.0	1.0	1.0
45. <i>Chlorophyll as</i>	1.0	1.0	1.0
46. <i>Chlorophyll at</i>	1.0	1.0	1.0
47. <i>Chlorophyll au</i>	1.0	1.0	1.0
48. <i>Chlorophyll av</i>	1.0	1.0	1.0
49. <i>Chlorophyll aw</i>	1.0	1.0	1.0
50. <i>Chlorophyll ax</i>	1.0	1.0	1.0
51. <i>Chlorophyll ay</i>	1.0	1.0	1.0
52. <i>Chlorophyll az</i>	1.0	1.0	1.0
53. <i>Chlorophyll ba</i>	1.0	1.0	1.0
54. <i>Chlorophyll bb</i>	1.0	1.0	1.0
55. <i>Chlorophyll bc</i>	1.0	1.0	1.0
56. <i>Chlorophyll bd</i>	1.0	1.0	1.0
57. <i>Chlorophyll be</i>	1.0	1.0	1.0
58. <i>Chlorophyll bf</i>	1.0	1.0	1.0
59. <i>Chlorophyll bg</i>	1.0	1.0	1.0
60. <i>Chlorophyll bh</i>	1.0	1.0	1.0
61. <i>Chlorophyll bi</i>	1.0	1.0	1.0
62. <i>Chlorophyll bj</i>	1.0	1.0	1.0
63. <i>Chlorophyll bk</i>	1.0	1.0	1.0
64. <i>Chlorophyll bl</i>	1.0	1.0	1.0
65. <i>Chlorophyll bm</i>	1.0	1.0	1.0
66. <i>Chlorophyll bn</i>	1.0	1.0	1.0
67. <i>Chlorophyll bo</i>	1.0	1.0	1.0
68. <i>Chlorophyll bp</i>	1.0	1.0	1.0
69. <i>Chlorophyll bq</i>	1.0	1.0	1.0
70. <i>Chlorophyll br</i>	1.0	1.0	1.0
71. <i>Chlorophyll bs</i>	1.0	1.0	1.0
72. <i>Chlorophyll bt</i>	1.0	1.0	1.0
73. <i>Chlorophyll bu</i>	1.0	1.0	1.0
74. <i>Chlorophyll bv</i>	1.0	1.0	1.0
75. <i>Chlorophyll bw</i>	1.0	1.0	1.0
76. <i>Chlorophyll bx</i>	1.0	1.0	1.0
77. <i>Chlorophyll by</i>			

LEGEND

H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS

● SET 1 1/2" IRON ROD
W/CAN STAMPED 2291

○ FOUND 1/2" IRON ROD
○ FOUND C.P.S.
○ SET NAIL

○ O.W. RIGHT OF WAY
○ B.O.B. POINT OF BEGINNING
○ D.O.C. POINT OF COMMENCEMENT
○ M.R. HIDALGO COUNTY MAP RECORDS

○ D.D.R. HIDALGO COUNTY DEED RECORDS

○ POWER POLE
○ AT&T PEDESTAL

○ MINIMUM SETBACK LINES

○ S.E.C. SOUTHEAST CORNER
○ N.E.C. NORTHEAST CORNER
○ N.W.C. NORTHWEST CORNER
○ S.W.C. SOUTHWEST CORNER

○ E-EDGE OF ASPHALT TO
P-EDGE OF ASPHALT TO
E-EDGE OF ASPHALT
P-EDGE OF ASPHALT

○ EXIST EXISTING

○ WATER METER

HOMERO LUIS GUTIERREZ, R.P.L.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2791
DATE: 02/04/23

**P.O. Box 548
McAllen, Texas 78505
(956) 369-0988**

JOB# 23-008
DATE: 02/4/23

DRAWN BY: I.F.

EXHIBIT "A"

**METES AND BOUNDS
(8.749-Acre Tract)**

AN 8.749-ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF THE SOUTH 10.00 ACRES OF THE NORTH 20.00 ACRES OUT OF FARM TRACT 109, BLOCK 144, THE WEST & ADAMS TRACT SUBDIVISION, MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND AS FURTHER DESCRIBED IN COMMITMENT FOR TITLE INSURANCE T-7 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY VIA GF NO. 23014200, REFERENCES TO WHICH ARE HERE MADE FOR ALL PURPOSES, LOCATED IN THE CITY OF WESLACO ON THE EAST SIDE OF TEXAS ROAD (HIGHWAY FM 88) APPROXIMATELY 1,878 FEET SOUTH OF MILE 10 NORTH ROAD, IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE **POINT OF COMMENCEMENT (P.O.C.)** BEING AT A POINT OF REFERENCE (**N: 16596675.09, E: 1151054.92**) ON THE APPARENT EXISTING 100-FOOT RIGHT-OF-WAY CENTERLINE OF SAID TEXAS ROAD FOR THE APPARENT NORTHWEST CORNER OF SAID FARM TRACT 109, **THENCE**, SOUTH 01 DEGREES 11 MINUTES 41 SECONDS EAST, WITH THE SAID TEXAS ROAD EXISTING 100-FOOT RIGHT-OF-WAY CENTERLINE AND THE APPARENT WEST LOT LINE OF SAID FARM TRACT 109, A DISTANCE OF 558.00 FEET TO A POINT FOR THE APPARENT NORTHWEST CORNER OF SAID 8.749-ACRE TRACT, AND ALSO BEING THE **POINT OF BEGINNING (P.O.B.)** OF SAID 8.749-ACRE TRACT OF LAND HEREIN DESCRIBED:

THENCE, NORTH 88 DEGREES 48 MINUTES 19 SECONDS EAST (EAST STATED IN SAID GF NO. 23014200), PARALLEL WITH THE APPARENT NORTH LOT LINE OF SAID FARM TRACT 109, AND WITH THE APPARENT WESTERNMOST NORTH LOT LINE OF SAID 8.749-ACRE TRACT, A DISTANCE OF 50.00 FEET PAST A NO. 4 REBAR FOUND ON THE APPARENT EXISTING EAST RIGHT-OF-WAY LINE OF SAID TEXAS ROAD, CONTINUING FOR A TOTAL DISTANCE OF 216.00 FEET TO A SET NO. 4 REBAR WITH PLASTIC CAP STAMPED 2791, BEARING 6.16 FEET NORTH OF AND 10.00 FEET EAST OF A NO. 4 REBAR FOUND, FOR AN INTERIOR CORNER OF SAID 8.749-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 01 DEGREES 11 MINUTES 41 SECONDS WEST (NORTH STATED IN SAID GF NO. 23014200), WITH THE APPARENT NORTHERNMOST WEST LOT LINE OF SAID 8.749-ACRE TRACT, A DISTANCE OF 147.00 FEET TO A SET NO. 4 REBAR PLASTIC CAP STAMPED 2791 FOR AN EXTERIOR CORNER OF SAID 8.749-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 56 DEGREES 40 MINUTES 49 SECONDS EAST (NORTH 56 DEGREES 40 MINUTES 49 SECONDS EAST STATED IN SAID GF NO. 23014200), WITH THE APPARENT NORTHWEST LOT LINE OF SAID 8.749-ACRE TRACT, A DISTANCE OF 152.32 FEET TO A SET NO. 4 REBAR PLASTIC CAP STAMPED 2791 FOR AN EXTERIOR CORNER OF SAID 8.749-ACRE TRACT OF LAND HEREIN DESCRIBED;

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THENCE, SOUTH 01 DEGREES 11 MINUTES 41 SECONDS EAST (SOUTH STATED IN SAID GF NO. 23014200), WITH THE APPARENT EAST LOT LINE OF SAID FARM TRACT 109, AND OF SAID SOUTH 10.00 ACRES OF THE NORTH 20.00 ACRES AND OF SAID 8.749-ACRE TRACT, A DISTANCE OF 330.00 FEET TO A POINT WITHIN EXISTING DRAIN DITCH UNABLE TO SET FOR THE APPARENT SOUTHEAST CORNER OF SAID SOUTH 10.00 ACRES OF THE NORTH 20.00 ACRES AND OF SAID 8.749-ACRE TRACT OF LAND HEREIN DESCRIBED;

METES AND BOUNDS
8.749-Acre TRACT
(continue)

THENCE, SOUTH 88 DEGREES 48 MINUTES 19 SECONDS WEST (SOUTH STATED IN SAID GF NO. 23014200), PARALLEL TO THE SAID NORTH LOT LINE OF FARM TRACT 109, AND WITH THE APPARENT SOUTH LOT LINE OF SAID SOUTH 10.00 ACRES OF THE NORTH 20.00 ACRES AND OF SAID 8.749 ACRE TRACT, A DISTANCE OF 42.00 FEET PAST A SET NO. 4 REBAR PLASTIC CAP STAMPED 2791 FOR OFFSET REFERENCE, THENCE ANOTHER 1,228.00 FEET PAST A NO. 4 REBAR FOUND ON THE SAID TEXAS ROAD EXISTING EAST RIGHT-OF-WAY LINE, CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE SAID TEXAS ROAD EXISTING 100-FOOT RIGHT-OF-WAY CENTERLINE FOR THE APPARENT SOUTHWEST CORNER OF SAID SOUTH 10.00 ACRES OF THE NORTH 20.00 ACRES AND OF SAID 8.749-ACRE TRACT OF LAND HEREIN DESCRIBED;

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Bearing basis as per NAD 1983 State Plane Coordinates Texas South FIPS 4205 Feet.

THE STATED DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON FEBRUARY 04, 2023. SEE ACCOMPANIED SURVEY PLAT OF SAID 30.000-ACRE TRACT OF LAND.



Homero Luis Gutierrez

Homero Luis Gutierrez – R.P.L.S. # 2791

February 04, 2023
Date

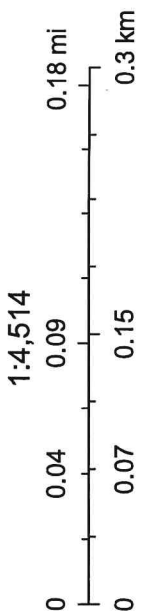
Hidalgo CAD Web Map



7/17/2023, 2:28:43 PM

-  Parcels
-  Abstracts

Streets



© OpenStreetMap (and) contributors, CC-BY-SA

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

Hidalgo County Appraisal District, BIS Consulting -

EXHIBIT "A"

METES AND BOUNDS (8.749-Acre Tract)

AN 8.749-ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF THE SOUTH 10.00 ACRES OF THE NORTH 20.00 ACRES OUT OF FARM TRACT 109, BLOCK 144, THE WEST & ADAMS TRACT SUBDIVISION, MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND AS FURTHER DESCRIBED IN COMMITMENT FOR TITLE INSURANCE T-7 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY VIA GF NO. 23014200, REFERENCES TO WHICH ARE HERE MADE FOR ALL PURPOSES, LOCATED IN THE CITY OF WESLACO ON THE EAST SIDE OF TEXAS ROAD (HIGHWAY FM 88) APPROXIMATELY 1,878 FEET SOUTH OF MILE 10 NORTH ROAD, IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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METES AND BOUNDS

8.749-Acre TRACT

(continue)

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Bearing basis as per NAD 1983 State Plane Coordinates Texas South FIPS 4205 Feet.

THE STATED DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON FEBRUARY 04, 2023. SEE ACCOMPANIED SURVEY PLAT OF SAID 30.000-ACRE TRACT OF LAND.



Homero Luis Gutierrez

Homero Luis Gutierrez – R.P.L.S. # 2791

February 04, 2023

Date

Voluntary Annexation

Iglesia Bautista Las Palmas
Parma Subdivision

Legend

El Perico

Mile 10 N

E Mile 10 N

Eagle Insurance

Galvan's Tire Service

Victor Garcia Dr

ATM (Quik Sak Stores)

Texas Blvd

Ranchel Ave

Charlotte

Google Earth

Texas Heights

1000 ft



ORDINANCE NO. 2023-35

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 8.749 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 8.749 acres and are more specifically described as follows, to-wit:

METES AND BOUNDS DESCRIPTION

AN 8.749-ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF THE SOUTH 10.00 ACRES OF THE NORTH 20.00 ACRES OUT OF FARM TRACT 109, BLOCK 144, THE WEST & ADAMS TRACT SUBDIVISION, MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND AS FURTHER DESCRIBED IN COMMITMENT FOR TITLE INSURANCE T-7 ISSUED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY VIA GF NO. 23014200, REFERENCES TO WHICH ARE HERE MADE FOR ALL PURPOSES, LOCATED IN THE CITY OF WESLACO ON THE EAST SIDE OF TEXAS ROAD (HIGHWAY FM 88) APPROXIMATELY 1,878 FEET SOUTH OF MILE 10 NORTH ROAD, IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of August, 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 5th day of September 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

NORMA A. CANTU, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6831	
From: Albert Aldana			
Subject: Approval on Resolution 2023-52 of the annual request to host the Weslaco Lighted Christmas Parade on Saturday, December 9, 2023 along with Santa Dash fun run by the Chamber & RGV Theme Runs from 4:00 to 9:00 pm; request for street closures on Texas Blvd from Pike Street to Sixth Street, approval of the use of City Hall parking lot to stage fun run participants for start and end of run, request for support from Weslaco PD, Public Works and Parks & Recreation Departments. Request to waive any required fees and authorize the Mayor to execute any related documents as may be required by the Texas Department of Transportation for a proposed street closure affecting state right-of-way. (Staffed by Engineering/Weslaco Chamber of Commerce.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: TxDOT Agreement for Temporary Closure of State ROW_2023, R2023-52 closure of street XMAS parade			
Responsibilities upon Approval: Execute and retain.			

STATE OF TEXAS §

COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT-OF-WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of _____, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "City."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including _____, FM 88, in _____, Hidalgo, County; and

WHEREAS, the City has requested the temporary closure of _____, FM 88, between IH-2 WBFR and 7th St _____, for the purpose of _____, Lighted Christmas Parade _____, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirements; and

WHEREAS, on the 5th day of _____, September, 2023, the _____, Weslaco, City Council passed Resolution / Ordinance No. _____, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- A.** The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B.** The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.
- C.** The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- D.** The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E.** The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F.** The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

- A.** This agreement may be terminated by any of the following conditions:
 - (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.
- B.** The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City

must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

City:	State:
City of Weslaco	Texas Department of Transportation
255 South Kansas	Pharr District
Weslaco, TX 78596	600 W. Expressway 83
	Pharr, TX 78577

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF Weslaco

Executed on behalf of the City by:

By _____ Date _____
City Official

Typed or Printed Name and Title David Suarez
Mayor

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

- **LETTER (LETTERHEAD) WITH EVENT NAME, DATE(S), ETC.**

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

DATE: September 5, 2023

TO: Texas Department of Transportation (TxDOT)
Pharr District Office

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

RE: **Annual Weslaco Lighted Christmas Parade & Santa Dash**
Saturday, December 9, 2023
Proposed Street Closure of Texas Blvd from IH-2 to Seventh St

This is an official request to close Texas Blvd (FM 88) between IH-2 Westbound Frontage Rd and 7th Street for our annual Weslaco Lighted Christmas Parade and Santa Dash. This year the Lighted Christmas Parade will be held on Saturday, December 9, 2023, between the hours of 2:30 PM and 10:00 PM.

This event is free to the public and includes a Santa Dash Fun Run.
Please let me know if you need anything else or require additional information as you review this request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldana", with a stylized flourish at the end.

Exhibit B

- **CITY COUNCIL RESOLUTION**

RESOLUTION NO.: _____

**A RESOLUTION OF THE CITY OF WESLACO, TEXAS, AUTHORIZING THE CITY TO ENTER
INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION
FOR PUBLIC EVENT IN THE CITY LIMITS OF WESLACO**

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

That the City of Weslaco wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for public event.

That the closure of **Texas Boulevard from Pike Boulevard to Seventh Street for the Weslaco Lighted Christmas Parade to be held on Saturday, December 9, 2023, between 2:30 PM and 10:00 PM.**

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this the 5th day of September 2023, by the City Commissioners of the City of Weslaco, Texas.

CITY OF WESLACO

DAVID SUAREZ
MAYOR

ATTEST:

NORMA A. CANTU
CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

- **LETTER FROM THE LAW ENFORCEMENT OFFICE PROVIDING THE TRAFFIC CONTROL PLANS.**

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Josh Pedraza, Mayor Pro-Tem, District 1
Leo Muñoz, Commissioner, At-Large
Greg Kerr, Commissioner, At-Large
Letty Lopez, Commissioner, District 2
Jose "JP" Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4

Martin Garza, Interim City Manager

DATE: September 5, 2023

TO: Texas Department of Transportation (TxDOT)
Pharr District Office

FROM: Chief Joel Rivera
Chief of Police

RE: **2023 Weslaco Lighted Christmas Parade & Santa Dash
Temporary Road Closure of Texas Blvd**

This is to advise you that the City of Weslaco Police Department pledges to provide traffic control for the proposed closure of Texas Blvd (FM 88) between IH-2 Westbound Frontage Road and 6th St for the annual Weslaco Lighted Christmas Parade and Santa Dash Fun Run which will be held on Saturday, December 9, 2023, between the hours of 2:30 PM and 10:00 PM.

Let me know if you have any questions or require additional information as you review the permit for this proposed event and roadway closure.

Sincerely,

A handwritten signature in black ink, appearing to be "JR" or "Joel Rivera", written in a cursive style.

Exhibit D

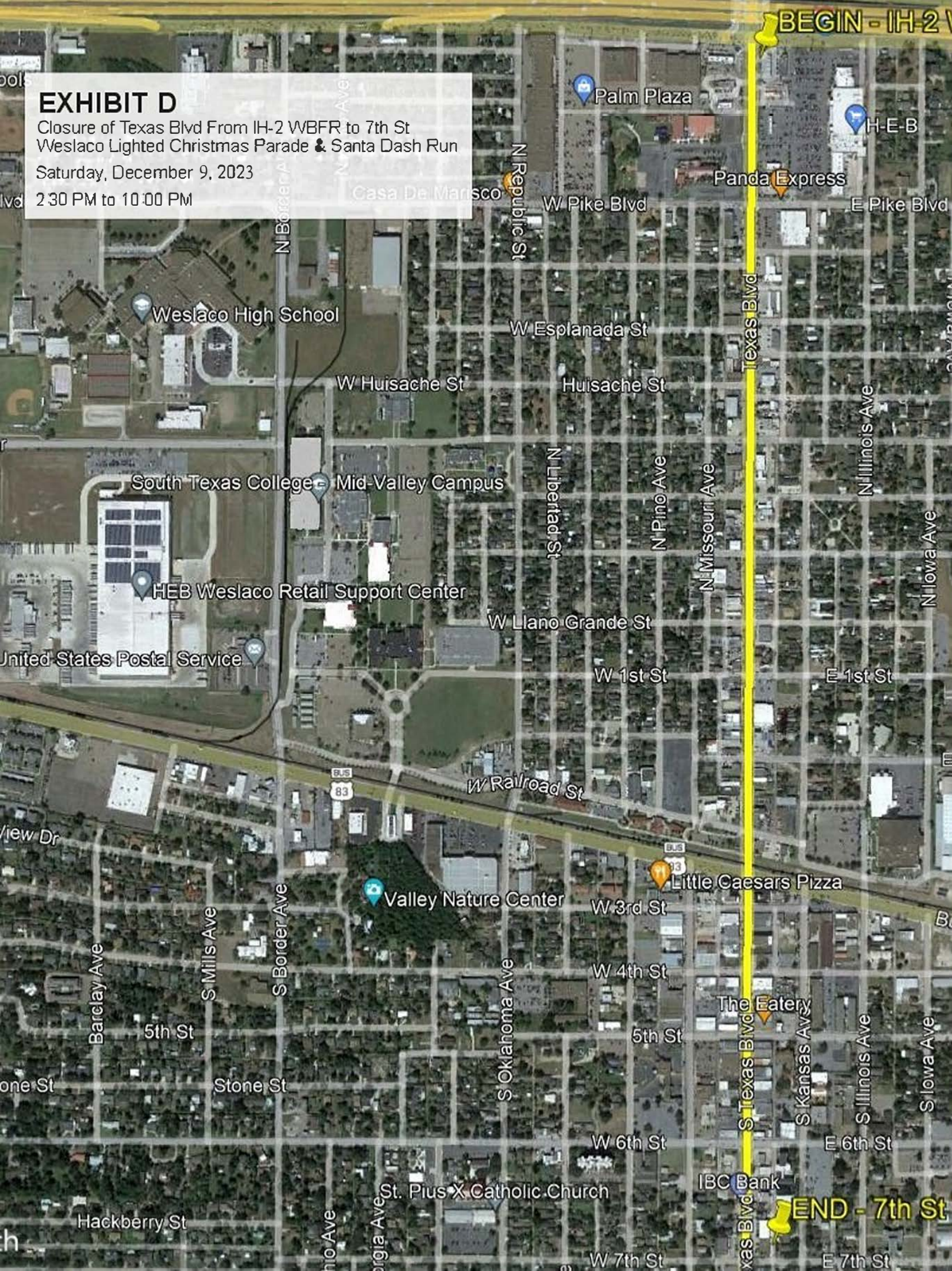
- **MAP REFLECTING LOCATION(S) WHERE CLOSURE WILL TAKE PLACE.**

EXHIBIT D

Closure of Texas Blvd From IH-2 WBFR to 7th St
Weslaco Lighted Christmas Parade & Santa Dash Run

Saturday, December 9, 2023

2:30 PM to 10:00 PM



RESOLUTION NO.: 2023-52

A RESOLUTION OF THE CITY OF WESLACO, TEXAS, AUTHORIZING THE CITY TO
ENTER
INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC
TRANSPORTATION
FOR PUBLIC EVENT IN THE CITY LIMITS OF WESLACO

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

That the City of Weslaco wishes to enter into an agreement with the State of Texas, acting by and
through the Texas Department of Transportation for temporary closure of a street for public event.

That the closure of Texas Boulevard from Pike Boulevard to Sixth Street for the Weslaco Lighted
Christmas Parade to be held on Saturday, December 9, 2023 between 2:30 PM and 9:00 PM.

That all rules and procedures of 43 Tex., Adm. Code, Section 22.12 have been established for the
temporary closure of a segment of the State highway system and this agreement has been
developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this the 5th day of September 2023, by the City Commission
of the City of Weslaco, Texas.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6833	
From: ROBERT LOPEZ			
Subject: Approval to allow Honorably Retired Peace Officer Alex Casares to purchase his service weapon, a Glock Gen 4 with engraving "WESLACO PD" Model 22, caliber .40 with serial #WXN025 for an amount of \$255.00 as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: Tex. Gov't Code Section 614.051, Purchase of Firearm by Honorably Retired Peace Officer(a)An individual may purchase a firearm from a governmental entity if: (1) the individual was a peace officer commissioned by the entity; (2) the individual was honorably retired from the individual's commission by the entity; (3) the firearm had been previously issued to the individual by the entity; and (4) the firearm is not a prohibited weapon under Section 46.05 (Prohibited Weapons), Penal Code. (b) An individual may purchase only one firearm from a governmental entity under this section.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ ROBERT LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6861	
From: ROBERT LOPEZ			
Subject: Approval to submit an application to D&M Leasing Buy Board Contract 652-21 to lease 10 police units (eight marked police units and two unmarked units) and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Local Government Purchasing Cooperative (BuyBoard) awarded D&M Leasing Company a contract under Vehicle Fleet Leasing and Management Services, Contract 652-21 effective October 1, 2021 through September 30, 2022, with two possible one-year renewals. The BuyBoard renewed their contract through September 30, 2023. D&M is the sole vendor under the Vehicle Fleet Leasing and Management Services through Buyboard.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ROBERT LOPEZ JOEL RIVERA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: D&M Leasing Company - 652-21, Govt App			
Responsibilities upon Approval:			



August 3, 2022

Sent via email to: cpaine@dmautoleasing.com

Christi Paine
D&M Leasing Company
2730 N. HWY. 360
Grand Prairie TX 75050

Re: Vehicle Fleet Leasing and Management Services
BuyBoard Contract 652-21

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicle Fleet Leasing and Management Services, Contract 652-21 effective October 1, 2021 through September 30, 2022, with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through September 30, 2023.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at melonie.perry@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at melonie.perry@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Melonie Perry
Contract Administrator

1st renewal v.02.13.2020



Government Lease Account Information

GOVERNMENT ENTITY INFORMATION

GOVERNMENT ENTITY'S LEGAL NAME		ADDRESS		
CITY	STATE & ZIP CODE	COUNTY	PHONE	FAX
FEDERAL TAX ID	TAX EXEMPT CERTIFICATE (Must Provide)	TAX EXEMPTION FOR:		STATE ORGANIZED
		Federal	☐	
		State	☐	
		County	☐	
PRIMARY CONTACT		E-MAIL ADDRESS		PHONE NUMBER
BILLING ADDRESS (IF DIFFERENT FROM ABOVE)		CITY		STATE ZIP
BILLING CONTACT		E-MAIL ADDRESS		PHONE NUMBER

COMMERCIAL LEASING REQUEST

TYPES OF VEHICLES/EQUIPMENT:	
HOW MANY (12 MONTH FORECAST)?:	
EXPECTED DELIVERY DATES:	
USE OF VEHICLES/EQUIPMENT (sales, deliv, field, etc):	

FLEET INSURANCE INFORMATION

CURRENT FLEET SIZE	SELF-INSURED (if YES, please provide certificate of self-insurance)		
	YES ☐	NO ☐	
INSURANCE PROVIDER		INSURANCE BROKER/AGENCY	PHONE NUMBER
FLEET POLICY NUMBER	EXPIRATION DATE	INSURANCE CONTACT NAME	

AUTHORIZED SIGNERS OF LEASES/CONTRACTS

NAME	TITLE	SIGNATURE	DATE
NAME	TITLE	SIGNATURE	DATE
NAME	TITLE	SIGNATURE	DATE

ADDITIONAL INFORMATION REQUIRED

1. Entity's W-9			
2. Tax Exemption Certificate (if applicable)			
3. Certificate of Self-Insurance (if applicable)			
4. Entity's Delegation of Authority for Authorized Signers			
X			
SIGNATURE	NAME	TITLE	DATE
X			
SIGNATURE	NAME	TITLE	DATE

IMPORTANT: A duly authorized officer for the government entity must sign.



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6834	
From: ARNOLDO BECHO			
Subject: Approval of a Memorandum of Understanding with Region One for provision of free GED, ESL, and other adult education classes within the library and authorize the Mayor to execute any related documents. (Staffed by Library Department.)			
Background: For greater than 9 years now the library has partnered with Region One to provide free GED and ESL classes to the public. The classes provided by Region One have a proven track record of success and the partnership has been mutually beneficial. There are no financial obligations, and the staff commitment is minimal. The program is administered on a first come first serve basis and has helped many local residents attain their GED and learn English.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time			
MariCarmen Garcia ARNOLDO BECHO Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Memo on Memorandum of Understanding with Region One, MOU agreement with Region One			
Responsibilities upon Approval: The library will provide the space for the classes and assist with the needs of instructors.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

August 2, 2023

To: David Suarez, Mayor; Jose "JP" Rodriguez, Mayor Pro-Tem; Greg Kerr, Commissioner; Israel Gonzalez, Jr. Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Adrian Farias Commissioner; Martin Garza, City Manager
CC: MariCarmen Garcia, Rosalinda Cavazos, Luz Galindo
Fr: Arnoldo Becho, Library Director
Re: Request to approve a Memorandum of Understanding with Region One for provision of free ESL and GED classes and other adult education opportunities within the library

For greater than 9 years now, the library has partnered with Region One to provide free GED classes to the public. The classes provided by Region One have a proven track record of success and the partnership has been mutually beneficial. The Memorandum of Understanding (MOU) in question outlines the responsibilities of both parties for execution of the partnership.

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

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

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



Memorandum of Understanding

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

This Agreement is entered into between the Region One Education Service Center's Adult Education Program, hereinafter as "Region One ESC" and City of Weslaco-Mayor Joe V. Sanchez Public Library, a nonprofit organization hereinafter referred to as City of Weslaco-Mayor Joe V. Sanchez Public Library to establish an adult education and literacy program for eligible participants under provisions of the Adult Education and Family Literacy Act, Title II of the Workforce Innovation and Opportunity Act for a period beginning July 1, 2023 and ending June 30, 2024.

I. SCOPE OF SERVICES

Region One ESC agrees to provide:

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

City of Weslaco-Mayor Joe V. Sanchez Public Library agrees to provide:

- Safe and secure facilities for the implementation of instructional services to adult learners.
- Assistance to Region One staff with recruitment of adult learners, within and outside of their service area. If the program is housed at a school system facility, adult learners are not required to reside and/or be zoned to the system to attend adult classes provided by Region One.
- Access to Internet services and facilities as deemed necessary for the program.

Facility to be used 2023-2024:

City of Weslaco-Mayor Joe V. Sanchez Public Library
525 S. Kansas Ave.
Weslaco, TX 78596

II. CIVIL RIGHTS STATEMENT

The parties to this agreement shall: Comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), The American Disabilities Act of 1990 (P.L. 101-336), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the parties agree to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no person shall, on the grounds of race, color, national origin, sex, age, disability, political, or religious beliefs be excluded from participation in, or denied, any aid, care, service, or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination and the Texas Revised Civil Statutes Article 4419b-4, Section 5.03 and 5.04 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

III. TERMINATION OF MEMORANDUM OF UNDERSTANDING

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

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

Executed this ____ day of _____, 20____.

Grantor:

Contractor:

City of Weslaco

Mayor Joe V. Sanchez Public Library

Address: 525 S. Kansas Ave.

City/St/Zip: Weslaco, TX 78596

Region One Education Service Center

1900 W. Schunior

Edinburg, TX 78541

Sign: _____

Print: _____

Authorized Designee

Dr. Daniel P. King, Executive Director

Region One Education Service Center



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6860	
From: JOSE PEDRAZA			
Subject: Approval of Interlocal Agreement(s) with the following entities for Animal Care Services: 1. City of Alamo 2. City of Donna 3. City of Edcouch 4. City of Elsa 5. City of La Villa 6. City of Mercedes 7. City of Penitas 8. City of Pharr 9. City of San Juan 10. Willacy County and authorize the Mayor to execute any related documents. (Staffed by Weslaco Animal Care Services.)			
Background: Yearly renewal of municipal contracts with Animal Shelter services. The rate for services has increased from \$65 per animal to \$150 per animal. Proposed contracts have been sent out to the partnering cities and have until September 31, 2023 to submit fully executed contracts for continued service.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA JOSE PEDRAZA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval of the contract renewals			
Attachments, if any: Animal Shelter Contract Alamo 2023, Animal Shelter Contract Donna 2023, Animal Shelter Contract Edcouch 2023, Animal Shelter Contract elsa 2023, Animal Shelter Contract la villa 2023, Animal Shelter Contract Mercedes 2023,			

Animal Shelter Contract penitas 2023, Animal Shelter Contract pharr 2023, Animal Shelter Contract san juan 2023, Animal Shelter Contract willacy 2023

Responsibilities upon Approval:

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2023, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF ALAMO** a Home Rule Municipal Corporation, hereinafter referred to as “**ALAMO**”, located at 420 N. Tower Rd. Alamo, Hidalgo County, Texas 78516.

RECITALS

WHEREAS, ALAMO desires to engage with CITY for the provision of certain professional services, therefore CITY and ALAMO mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide ALAMO Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to ALAMO. Intake limits will be addressed in an administrative memo.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and ALAMO must provide individual door tags for each animal brought into CITY’S facility.

D. ALAMO must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. ALAMO must give CITY prompt written notice whenever ALAMO observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Alamo may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF ALAMO
Robert L Salinas, City Manager
420 N Tower Rd.
Alamo, Texas 78516

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from ALAMO may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

ALAMO agrees to pay CITY for services contracted herein as follows:

- A. ALAMO shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. ALAMO shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. ALAMO citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. ALAMO citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. ALAMO shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. ALAMO shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with ALAMO'S invoice.

ALAMO will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If ALAMO cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to ALAMO.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of Alamo agrees to indemnify and hold harmless and defend City, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or

that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and ALAMO have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF ALAMO

BY: _____
Diana Martinez, Mayor

City Of Alamo
420 N Tower Rd.
Alamo, Texas 78516
956-787-0006

ATTEST:

BY: _____
Alexandra Rangel, City Secretary

APPROVED AS TO FORM ONLY:

Rick Palacios, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2023, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF DONNA** a Home Rule Municipal Corporation, hereinafter referred to as “**DONNA**”, located at 307 S. 12TH Street Donna, Hidalgo County, Texas 78537.

RECITALS

WHEREAS, DONNA desires to engage with CITY for the provision of certain professional services, therefore CITY and DONNA mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide DONNA Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to DONNA. Intake limits will be addressed in an administrative memo.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and DONNA must provide individual door tags for each animal brought into CITY’S facility.

D. DONNA must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. DONNA must give CITY prompt written notice whenever DONNA observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Donna may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF DONNA
Carlos Yerena, City Manager.
307 S 12TH Street
Donna, Texas 78537

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from DONNA may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

DONNA agrees to pay CITY for services contracted herein as follows:

- A. DONNA shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. DONNA shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. DONNA citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. DONNA citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. DONNA shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. DONNA shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with DONNA'S invoice.

DONNA will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If DONNA cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to DONNA.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of Donna agrees to indemnify and hold harmless and defend City, its agents, employees and officers from

and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and DONNA have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

255 S Kansas

Weslaco, Texas 78596

Phone: 956.968.3181

Fax: 956.973.3128

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez

Attorney at Law

City Attorney

CITY OF DONNA

BY: _____

Rick Morales, Mayor

City Of Donna

307 S 12TH Street
Donna, Texas 78537
956-464-3314

ATTEST:

BY: _____
Norma Yanez, City Secretary

APPROVED AS TO FORM ONLY:

Javier Villalobos, City Attorney

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF EDCOUCH
Victor Hugo De La Cruz, City Manager.
211 W Southern Ave.
Edcouch, Texas 78538

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from EDCOUCH may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

EDCOUCH agrees to pay CITY for services contracted herein as follows:

- A. EDCOUCH shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. EDCOUCH shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. EDCOUCH citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. EDCOUCH citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. EDCOUCH shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. EDCOUCH shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with EDCOUCH'S invoice.

EDCOUCH will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If EDCOUCH cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to EDCOUCH.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of Edcouch agrees to indemnify and hold harmless and defend City, its agents, employees and officers from

and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and EDCOUCH have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF EDCOUCH

BY: _____
Virginio Gonzalez Jr, Mayor

City Of Edcouch
211 W Southern Ave.

Edcouch, Texas 78538
956-262-2140

ATTEST:

BY: _____
Victor Hugo De La Cruz, City Manager

APPROVED AS TO FORM ONLY:

Roel Gutierrez, City Attorney

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

- Citizens of Elsa may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF ELSA
Heriberto Bravo, Public Works Director
P.O. BOX 1447
Elsa, Texas 78538

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from ELSA may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

ELSA agrees to pay CITY for services contracted herein as follows:

- A. ELSA shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. ELSA shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. ELSA citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. ELSA citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. ELSA shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. ELSA shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with ELSA'S invoice.

ELSA will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If ELSA cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to ELSA.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of Elsa agrees to indemnify and hold harmless and defend City, its agents, employees and officers from and

against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and ELSA have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF ELSA

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

City Of Elsa
P.O. BOX 1447

Elsa, Texas 78538
956-262-2127

ATTEST:

APPROVED AS TO FORM ONLY:

Gustavo Acevedo, City Attorney

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

- Citizens of La Villa may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

CITY OF LA VILLA
Alma Moron, Mayor.
916 South Mike Chapa St.
La Villa, Texas 78562

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from LA VILLA may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

LA VILLA agrees to pay CITY for services contracted herein as follows:

- A. LA VILLA shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. LA VILLA shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. LA VILLA citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. LA VILLA citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. LA VILLA shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. LA VILLA shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with LA VILLA'S invoice.

LA VILLA will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If LA VILLA cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to LA VILLA.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of La Villa agrees to indemnify and hold harmless and defend City, its agents, employees and officers from

and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and LA VILLA have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF LA VILLA

BY: _____
Alma Moron, Mayor

City Of La Villa
916 South Mike Chapa St.
La Villa, Texas 78562

956-262-2122

ATTEST:

Lupita Suarez, City Secretary

APPROVED AS TO FORM ONLY:

Roberto Salinas, City Attorney

SERVICE CONTRACT §

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF MERCEDES

Javier Ramirez, Interim Public Works Director
400 South Ohio St.
Mercedes, Texas 78570

ii) CITY OF WESLACO

Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from MERCEDES may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

MERCEDES agrees to pay CITY for services contracted herein as follows:

- A. MERCEDES shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. MERCEDES shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. MERCEDES citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. MERCEDES citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. MERCEDES shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. MERCEDES shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with MERCEDES'S invoice.

MERCEDES will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If MERCEDES cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to MERCEDES.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of Mercedes agrees to indemnify and hold harmless and defend City, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and MERCEDES have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____

David Suarez, Mayor

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

ATTEST:

BY: _____

Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF MERCEDES

BY: _____

Oscar Montoya, Mayor

City Of Mercedes
400 S Ohio St.
Mercedes, Texas 78570
956-565-3114

ATTEST:

BY: _____
Joselynn Castillo, City Secretary

APPROVED AS TO FORM ONLY:

Alberto Perez, City Manager

SERVICE CONTRACT §

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF PENITAS
Omar X Moreno, City Manager.
1111 S. F.M. 1427
Penitas, TX 78576

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from PENITAS may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

PENITAS agrees to pay CITY for services contracted herein as follows:

- A. PENITAS shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. PENITAS shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. PENITAS citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. PENITAS citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. PENITAS shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. PENITAS shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with PENITAS invoice.

PENITAS will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If PENITAS cannot appropriate sufficient funding to fulfill it's contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to PENITAS.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of Penitas agrees to indemnify and hold harmless and defend City, its agents, employees and officers from

and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and PENITAS have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF PENITAS

BY: _____
Ramiro Loya, Mayor

City Of Penitas
1111 S. F.M. 1427

Penitas, Texas 78576
956-581-3345

ATTEST:

BY: _____
Martha Munoz, Interim City Secretary

APPROVED AS TO FORM ONLY:

City Attorney Frank Garza

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2023, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **CITY OF PHARR** a Home Rule Municipal Corporation, hereinafter referred to as “**PHARR**”, located at 118 S. Cage Blvd. Pharr, Hidalgo County, Texas 78577.

RECITALS

WHEREAS, PHARR desires to engage with CITY for the provision of certain professional services, therefore CITY and PHARR mutually agree as follows:

SECTION I CONTRACT AGREEMENT

CITY agrees to provide PHARR Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to PHARR. Intake limits will be addressed in an administrative memo.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and PHARR must provide individual door tags for each animal brought into CITY'S facility.

D. PHARR must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. PHARR must give CITY prompt written notice whenever PHARR observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of Pharr may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i) CITY OF PHARR
Luis Marin, Public Works Director.
1015 E Ferguson Ave.
Pharr, Texas 78577

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from PHARR may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

PHARR agrees to pay CITY for services contracted herein as follows:

- A. PHARR shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. PHARR shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. PHARR citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. PHARR citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. PHARR shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. PHARR shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with PHARR'S invoice.

PHARR will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If PHARR cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to PHARR.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of Pharr agrees to indemnify and hold harmless and defend City, its agents, employees and officers from and

against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and PHARR have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF PHARR

BY: _____
Dr. Ambrosio "Amos" Hernandez, Mayor

City Of Pharr
118 S Cage Blvd.

Pharr, Texas 78577
956-402-4000

ATTEST:

BY: _____
Hilda Pedraza, City Clerk

APPROVED AS TO FORM ONLY:

Ricardo Rodriguez, City Attorney

SERVICE CONTRACT §

RECITALS

SECTION I CONTRACT AGREEMENT

CITY agrees to provide SAN JUAN Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to SAN JUAN. Intake limits will be addressed in an administrative memo.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and SAN JUAN must provide individual door tags for each animal brought into CITY'S facility.

D. SAN JUAN must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. SAN JUAN must give CITY prompt written notice whenever SAN JUAN observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of San Juan may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)CITY OF SAN JUAN
Benjamin Arjona, City Manager
709 S Nebraska Avenue
San Juan, Texas 78589

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from SAN JUAN may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

SAN JUAN agrees to pay CITY for services contracted herein as follows:

- A. SAN JUAN shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. SAN JUAN shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. SAN JUAN citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. SAN JUAN citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. SAN JUAN shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. SAN JUAN shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with SAN JUAN'S invoice.

SAN JUAN will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If SAN JUAN cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to SAN JUAN.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas City Of San Juan agrees to indemnify and hold harmless and defend City, its agents, employees and officers from

and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and SAN JUAN have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

CITY OF SAN JUAN

BY: _____
Mario Garza, Mayor

City Of San Juan
709 N Nebraska

San Juan, Texas 78589
956-223-2200

ATTEST:

BY: _____
Brenda Escalante, City Secretary

APPROVED AS TO FORM ONLY:

Ricardo Palacios and Cricelda Palacios, City Attorney

STATE OF TEXAS § INTERLOCAL AGREEMENT

COUNTY OF HIDALGO §

SERVICE CONTRACT §

THIS AGREEMENT is made this ____ day of _____, 2023, by and between the **CITY OF WESLACO**, a Home Rule Municipal Corporation, hereinafter referred to as “**CITY**” located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas 78596 and **WILLACY COUNTY** a County in the state of Texas hereinafter referred to as “**COUNTY**”, located at 576 W. Main St. Raymondville, Willacy County, Texas 78580.

RECITALS

WHEREAS, COUNTY desires to engage with CITY for the provision of certain professional services, therefore CITY and COUNTY mutually agree as follows:

SECTION I
CONTRACT AGREEMENT

CITY agrees to provide COUNTY Animal Control Operations and Impoundment as follows:

A. Impoundment services and all available information pertinent to said services, including reports and any other related data. CITY shall be responsible for the professional quality, technical accuracy, and the coordination of services furnished to COUNTY. Intake limits will be addressed in an administrative memo.

B. CITY shall perform the professional services necessary to accomplish the work specified in this Agreement in accordance with all applicable State and Federal requirements in effect on the date of execution.

C. CITY will provide blank door tags and COUNTY must provide individual door tags for each animal brought into CITY’S facility.

D. COUNTY must submit all documentation needed for owner relinquished animals and quarantine animals, which include owner relinquish forms and dog bite reports.

E. COUNTY must give CITY prompt written notice whenever COUNTY observes or otherwise becomes aware of any deficiencies in CITY services.

F. Hours of operation:

- Citizens of the COUNTY may drop off animals at the shelter from 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 11:00 a.m. Saturdays and Sundays.

SECTION II
CALL NOTIFICATION / REPRESENTATIVE

Each party will have a designated representative to receive any notices under this agreement and to act on their behalf as follows:

i)WILLACY COUNTY
Aurelio Guerra, County Judge
576 W. Main Street
Raymondville, Texas 78580

ii) CITY OF WESLACO
Jose Angel Pedraza, Health Official.
255 S. Kansas Avenue
Weslaco, Texas 78596

No other representative from COUNTY may request services from CITY.

All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party whom notice is to be given at the address set forth above or to such address as either party hereto may designate to the other by notice from time to time for the purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.

SECTION III
PAYMENTS AND FEES

COUNTY agrees to pay CITY for services contracted herein as follows:

- A. COUNTY shall pay CITY \$150.00 per animal impounded at CITY'S shelter.
- B. COUNTY shall pay CITY \$85.00 per deceased animal taken to CITY'S shelter.
- C. COUNTY citizens seeking to reclaim animals shall pay fees as set by CITY.
- D. COUNTY citizens who drop off animals at the Weslaco Animal Care Facility will not be assessed a fee.
- E. COUNTY shall pay CITY \$150.00 to tranquilize or euthanize an animal on site
- F. COUNTY shall pay CITY \$250.00 to quarantine an animal.

Invoicing shall be completed in accordance with CITY'S Finance Department regulations and an activity log will be provided with COUNTY invoice.

COUNTY will approve all work submitted and authorize all payments made for services within 30 days from receipt of CITY'S invoice.

SECTION IV CHOICE OF LAW

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

SECTION V TERM OF AGREEMENT AND TERMINATION

- A. This Agreement shall be for an initial term of one year, effective _____, 2023 and shall continue in full-force and effect through October 1, 2024.
- B. Either party to this Agreement shall have the right to terminate this Contract at any time without cause after 30 days written notice and upon payment to CITY for services rendered and obligations incurred to date.

SECTION VI NON-APPROPRIATIONS

If COUNTY cannot appropriate sufficient funding to fulfill its contractual obligations under this agreement, then CITY has the right to terminate this contract by providing ten (10) days written notice to COUNTY.

SECTION VII MEDIATION

It is the intent of the parties that litigation be avoided, and in order to allow for the quick resolution of any and all disputes, if any, the parties hereby agree that any claims, demands or disputes that cannot be amicably resolved between the parties upon written request by either party shall be submitted within two (2) weeks to a neutral, trained third party for assistance in dispute resolution by means of non-binding mediation. The parties agree to share cost of mediation equally.

SECTION VIII HOLD HARMLESS

To the extent permitted under the Constitution and laws of the State of Texas Willacy County agrees to indemnify and hold harmless and defend City, its agents, employees and officers from

and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

IN WITNESS WHEREOF, CITY and COUNTY have executed three (3) copies of this Agreement as of the date set forth above.

CITY OF WESLACO

BY: _____
David Suarez, Mayor

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

ATTEST:

BY: _____
Norma Cantu, City Secretary

APPROVED AS TO FORM ONLY:

Juan E. Gonzalez
Attorney at Law

City Attorney

WILLACY COUNTY

BY: _____
Aurelio Guerra, County Judge

Willacy County
576 W. Main St.
Raymondville, Texas 78580

956-689-3393



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6863	
From:			
Subject: Approval on renewal of a lease agreement with the Mid-Valley Soccer Association for the Judge Gilbert Garza Park Soccer Complex as requested from September 2023 through April 2024 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ		Created/Initiated	
OMAR RODRIGUEZ		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: MID VALLEY YOUTH SOCCER 23-24 lease			
Responsibilities upon Approval:			

STATE OF TEXAS *

COUNTY OF HIDALGO * LEASE AGREEMENT

CITY OF WESLACO *

On this ____ day of ____, 2023 THE CITY OF WESLACO, a home rule Municipal Corporation located in Hidalgo County, Texas hereinafter referred to as "CITY" and the MID VALLEY YOUTH SOCCER CLUB, 620 S. TEXAS BLVD SUITE A, Weslaco, Texas 78596 hereinafter referred to as "LEAGUE" enter into this agreement as follows:

1. The CITY leases to the "LEAGUE" certain real property and improvements physically located in the JUDGE GILBERT GARZA PARK, described as NORTH and SOUTH Field located at 320 East Mile 11 Road, Weslaco, Texas as described in Exhibit "A", hereinafter referred to as the lease premises.
2. The Term of this lease shall be for a period beginning September 1, 2023, and ending April 30, 2024, hereinafter referred to as the lease term.

In consideration of the lease of the property and improvements described in Exhibit "A", the "CITY" and "LEAGUE" agree as follows:

1. The "LEAGUE" will not construct any permanent buildings or improvements on the lease premises.
2. The "LEAGUE" will not sublet the leased property or assign this lease to any other party without the written consent of the "CITY."
3. The "LEAGUE" agrees and understands that lease premises will be used exclusively for "LEAGUE" activities.
4. The "LEAGUE" will hold the "CITY" harmless for any type of injury or harm sustained by any person involved in "LEAGUE" activity on the lease premises.
5. The "LEAGUE" will maintain liability insurance in a sufficient amount to protect the "CITY'S" interest and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation of said insurance policy.
6. The "LEAGUE" will be entitled to possession of the lease premises 30 (30) minutes before and thirty (30) minutes after the beginning of each game/practice as set forth in the schedule described in Paragraph 7 of this Agreement. At all other times the general public shall have access to leased premises and the City will have authority to lease them out to third parties. Any disputes as to possession of leased premises shall be resolved and decided by the City Manager or his designee.
7. The "LEAGUE" will provide a schedule of "LEAGUE" activities to the City at least two (2) weeks prior to start of such activities.
8. The "LEAGUE" is responsible for expenses for any "LEAGUE" activities including but not limited to out-of-town games, play-offs, or tournaments. "CITY" is not responsible for any expenses or maintenance of the "LEAGUE".
9. The "LEAGUE" is obligated to assist the city in providing a clean complex for participants and spectators. If "LEAGUE" does not maintain a clean complex "CITY" staff and equipment will clean and maintain the lease premises and "LEAGUE" is obligated to reimburse "CITY" for costs of such services at that "CITY" employees rate of pay plus any fringe benefits.

10. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY". The "LEAGUE" is responsible for ensuring there is **NO PARKING ON GRASS ISLANDS OR ANY OTHER GRASS AREAS** of the lease premises.
11. The "LEAGUE" will provide the "CITY" and accounting of all monies collected in registration fees, concession stand revenues and expenses incurred in operating its activities. This accounting must be prepared by a certified public accountant and must be prepared in accordance with accepted accounting principles. The accounting will be due on or before June 30, 2023. The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.
12. The "LEAGUE" shall be responsible for the registration of individual participants and for the accounting of registration fees for each participant and will hold the "CITY" harmless from any claims arising out of any improprieties or acts of embezzlement, fraud, or theft of "LEAGUE" funds.
13. The "LEAGUE" will be responsible for any and all expenses incurred in obtaining officials necessary for conducting "LEAGUE" activities.
14. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all scheduled soccer games and practices and will hold the "CITY" harmless for any claims arising out of inappropriate acts by any of the "LEAGUE'S" employees, volunteers, or contractors.
15. The "CITY" shall have the right to decide when the fields are unplayable due to current or anticipated weather conditions and the "LEAGUE" must abide by any "CITY" decisions concerning cancellation or rescheduling of "LEAGUE" activities.
16. The "LEAGUE" will provide it's by-laws, organization structure, officers, and appropriate contact phone numbers to the "CITY" for the purpose of addressing or directing public inquires to the proper authorities regarding "LEAGUE" activities.
17. The "LEAGUE" shall report any necessary repairs or potential hazards to the Parks and Recreation Department immediately. However, the reporting of these hazards does not in way, shape or form make the "CITY" liable for any injuries or damages resulting from said hazards.
18. The "CITY" will maintain the fields, including mowing and marking. Maintenance scheduling will be determined by "CITY" upon receipt of written practice and league games schedules.
19. The "CITY" is under no obligation and undertakes no responsibility to obtain sponsors for "LEAGUE" activities.
20. "CITY" employees will not be allowed to participate in "LEAGUE" activities as officers, board members, bookkeepers, or in any other official capacity.
21. The "LEAGUE" will remove all sponsor signs on or before April 30, 2024.
22. The "LEAGUE" affirms that the person signing this agreement on behalf of the "LEAGUE" is authorized to execute this agreement with the "CITY".
23. The person signing on behalf of the "LEAGUE" will receive one (1) "CITY" issued key for the concession stands and this key may not be duplicated by the "LEAGUE".
24. The "CITY" may cancel this agreement without cause by providing thirty "30" days written notice to the "LEAGUE" by personal delivery to the person signing this agreement of behalf of "LEAGUE".

(SIGNATURE PAGE NEXT)

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

ATTEST:

Norma A. Cantu, City Secretary

CITY OF WESLACO

David Suarez, Mayor

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

MID VALLEY YOUTH SOCCER CLUB

Robert Gonzalez, President

EXHIBIT "A"





Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6864	
From:			
Subject: Approval on renewal of a lease agreement with the Weslaco Youth Football League for the use of Harlon Block Sports Park as requested from September 2023 through February 2024, and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
OMAR RODRIGUEZ OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Request Use of Park Letter Fall 2023, WYFL FALL LEASE 2023			
Responsibilities upon Approval:			

WESLACO YOUTH FOOTBALL LEAGUE

P.O. Box 1261; Weslaco, Texas 78599; Phone (956) 246-9927

TAX ID # 32002732454

July 20, 2023

City of Weslaco Parks and Recreation Dept.
Attn: Mr. Omar Rodriguez, Director
255 S. Kansas Ave.
Weslaco, TX 78596

Re: 2023 Fall Flag & Tackle Season- Request for Use of Harlon Block Park

City of Weslaco Parks and Recreation:

The Weslaco Youth Football League board and community would like to thank our City of Weslaco Commissioners, City Manager and Parks & Rec director and staff for their continued support of our youth football program. Your generosity and consideration have allowed us to continue being an active part of our community.

It is once again time for our Fall Flag & Tackle Football program to begin and we are respectfully requesting the use of Harlon Block Park East and West fields and baseball fields and concession stand for practices and games during the period of Sept. 1, 2023, thru Feb. 16, 2023. Harlon Block Park will be utilized Monday-Thursday for our Weslaco Youth Football League teams' practices and games. If you have any additional questions, please do not hesitate to reach out to one of our executive board members. I have included our contact information below for your records.

Thank you for your support!

Respectfully yours,



Belinda Ibarra, President (956)463-3127
Al Ibarra, Vice President (956)200-3972
Christine Fajardo, Secretary
Alex Fajardo, Board Member/Athletic Dir.
Rolando Alvarez, Board Member
Javier Villa, Board Member
Johnny Reyna, Board Member
Robert Lopez, Board Member/Grants

STATE OF TEXAS *

COUNTY OF HIDALGO * **LEASE AGREEMENT**

CITY OF WESLACO *

On this ____ day of ____, 2023 THE CITY OF WESLACO, a home rule Municipal Corporation located in Hidalgo County, Texas hereinafter referred to as “CITY” and the WESLACO YOUTH FOOTBALL LEAGUE hereinafter referred to as “LEAGUE” enter into this agreement as follows:

1. The CITY leases to the “LEAGUE” certain real property and improvements physically located in the Isaac Rodriguez Park, described as the Multi-Purpose Field and Minor Field located 1200 E. 6th Street, Weslaco, Texas as described in Exhibit “A”; and Harlon Block Sports Complex, described as Fields 1, 2, 3, and 4 located at 1020 West 18th Street, Weslaco, Texas as described in Exhibit “B”, hereinafter referred to as the lease premises.
2. The Term of this lease shall be for a period beginning September 1, 2023, and ending February 18, 2024, hereinafter referred to as the lease term.

In consideration of the lease of the property and improvements described in Exhibit “A” and Exhibit “B”, the “CITY” and “LEAGUE” agree as follows:

1. The “LEAGUE” will not construct any permanent buildings or improvements on the lease premises.
2. The “LEAGUE” will not sublet the leased property or assign this lease to any other party without the written consent of the “CITY.”
3. The “LEAGUE” agrees and understands that lease premises will be used exclusively for “LEAGUE” activities.
4. The “LEAGUE” will hold the “CITY” harmless for any type of injury or harm sustained by any person involved in “LEAGUE” activity on the lease premises.
5. The “LEAGUE” will maintain liability insurance in a sufficient amount to protect the “CITY’S” interest and said insurance shall name the “CITY” as an additional insured with the requirement that said insurance provider shall provide the “CITY” notice of any cancellation of said insurance policy.

6. The "LEAGUE" will be entitled to possession of the lease premises immediately upon execution of this agreement.
7. The "LEAGUE" will provide a schedule of "LEAGUE" activities to the City at least two (2) weeks prior to start of such activities.
8. The "LEAGUE" is responsible for expenses for any "LEAGUE" activities including but not limited to out of town games, play-offs, or tournaments. "CITY" is not responsible for any expenses or maintenance of the "LEAGUE".
9. The "LEAGUE" is obligated to assist the city in providing a clean complex for participants and spectators. If "LEAGUE" does not maintain a clean complex "CITY" staff and equipment will clean and maintain the lease premises and "LEAGUE" is obligated to reimburse "CITY" for costs of such services at that "CITY" employees rate of pay plus any fringe benefits.
10. There shall be no parking of automobiles or other vehicles in any area other than areas designated for such purpose by "CITY". The "LEAGUE" is responsible for ensuring there is **NO PARKING ON GRASS ISLANDS OR ANY OTHER GRASS AREAS** of the lease premises.
11. The "LEAGUE" will provide the "CITY" and accounting of all monies collected in registration fees, concession stand revenues and expenses incurred in operating its activities. This accounting must be prepared by a certified public accountant and must be prepared in accordance with accepted accounting principles. The accounting will be due on or before December 31, 2023. The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.
12. The "LEAGUE" shall be responsible for the registration of individual participants and for the accounting of registration fees for each participant and will hold the "CITY" harmless from any claims arising out of any improprieties or acts of embezzlement, fraud or theft of "LEAGUE" funds.
13. The "LEAGUE" will be responsible for any and all expenses incurred in obtaining officials necessary for conducting "LEAGUE" activities.
14. The "LEAGUE" is responsible for scheduling all games and providing adult supervision at all scheduled football games and practices and will hold the "CITY" harmless for any claims arising out of inappropriate acts by any of the "LEAGUE'S" employees, volunteers or contractors.

15. The “CITY” shall have the right to decide when the football fields are unplayable due to current or anticipated weather conditions and the “LEAGUE” must abide by any “CITY” decisions concerning cancellation or rescheduling of “LEAGUE” activities.
16. The “LEAGUE” will provide its By – Laws, Organization structure, officers, and appropriate contact phone numbers to the “CITY” for the purpose of addressing or directing public inquiries to the proper authorities regarding “LEAGUE” activities.
17. The “LEAGUE” shall report any necessary repairs or potential hazards to the Parks and Recreation Department immediately. However, the reporting of these hazards does not in way, shape or form make the “CITY” liable for any injuries or damages resulting from said hazards.
18. The “CITY” will maintain the football fields, including mowing and marking. Maintenance scheduling will be determined by “CITY” upon receipt of written practice and league games schedules.
19. The “CITY” is under no obligation and undertakes no responsibility to obtain sponsors for “LEAGUE” activities.
20. “CITY” employees are NOT be allowed to participate in “LEAGUE” activities as officers, board members, bookkeepers, or in any other official capacity.
21. The “LEAGUE” will remove all sponsor signs on or before February 18, 2023.
22. The “LEAGUE” affirms that the person signing this agreement on behalf of the “LEAGUE” is authorized to execute this agreement with the “CITY”.
23. The person signing on behalf of the “LEAGUE” will receive one (1) “CITY” issued key for the concession stands and lights and this key may not be duplicated by the “LEAGUE”.
24. The “CITY” may cancel this agreement without cause by providing thirty “30” days written notice to the “LEAGUE” by personal delivery to the person signing this agreement on behalf of “LEAGUE”.

(SIGNATURE PAGE NEXT)

In WITNESS WHEREOF, the undersigned hereby execute this lease agreement on the ____ day of _____2023.

ATTEST:

Norma A. Cantu, City Secretary

CITY OF WESLACO

David Suarez, Mayor

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

WESLACO YOUTH FOOTBALL LEAGUE

Belinda Ibarra, President

EXHIBIT "A"

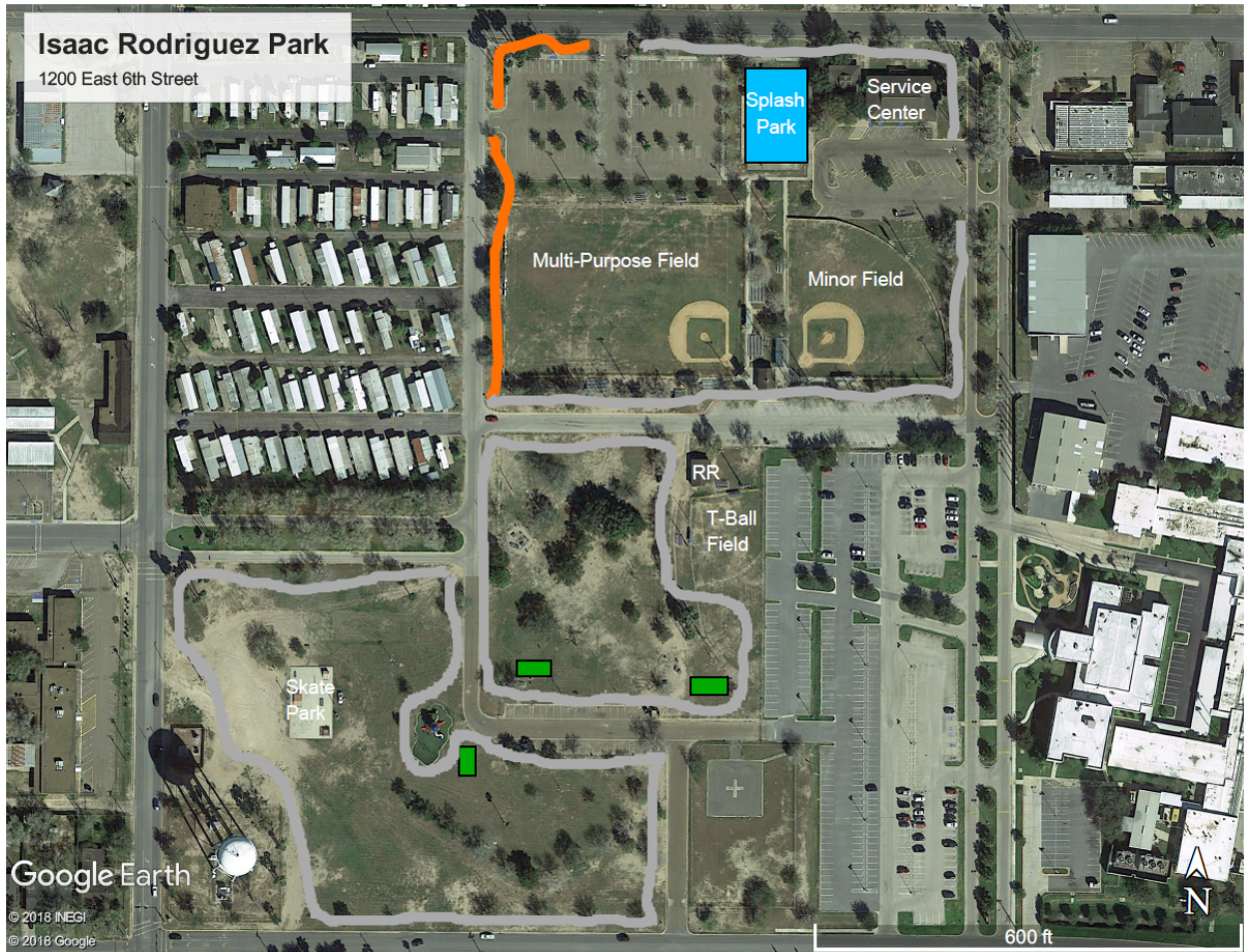


EXHIBIT "B"





Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6767	
From:			
Subject: Discussion and consideration on Resolution 2023-53 appointing a member to the Parks and Recreation Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Approve the nominee as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Lillian Cisneros Ochoa Redacted, R2023-53 Parks and Rec appointment			
Responsibilities upon Approval: Execute, retain and notify the appointee and department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Lillian Cisneros Ochoa DATE: 08-23-23

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

MAILING ADDRESS: _____

TELEPHONE: (Residence) [REDACTED] (Cell) [REDACTED]

E-MAIL ADDRESS: cisnerosfinejewelry@gmail.com

OCCUPATION: (If retired, indicate former occupation or profession.)
Managing Partner at Cisneros Fine Jewelry

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
Early Childhood Educator for twelve years, Member of the Rotary club of Weslaco,
Director of service projects for Rotary Club of Weslaco
Director of Veterans Day Celebration w/ Rotary Club of Weslaco and Weslaco ISD, Paul Harris Fellow recognition,
Member of the Weslaco Chamber of Commerce, sponsor for the Weslaco EDC Alfresco

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

AMBULANCE ADVISORY BOARD _____	WESLACO RECYCLING TASK FORCE <u>2</u>
ANIMAL SHELTER ADVISORY BOARD _____	PARKS & RECREATION ADVISORY BOARD <u>1</u>
BOARD OF ADJUSTMENTS - BUILDING _____	MAYOR JOE V. SANCHEZ PUBLIC LIBRARY _____
BOARD OF ADJUSTMENTS - ZONING _____	PLANNING & ZONING COMMISSION _____
CITIZENS DRAINAGE ADVISORY BOARD _____	TOWER OF HONOR _____
CIVIL SERVICE BOARD _____	WESLACO AIRPORT COMMITTEE _____
ECONOMIC DEVELOPMENT CORPORATION _____	
HOTEL OCCUPANCY TAX ADVISORY BOARD _____	

RETURN FORM & DISCLOSURE FORM TO:

CITY OF WESLACO
CITY SECRETARY
255 S. KANSAS AVENUE
WESLACO, TX 78596
nacantu@weslacotx.gov
Phone: (956) 968-3181
Fax: (956) 968-6717

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS ☐ YES
☐ NO

RESOLUTION NO. 2023-53

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

WHEREAS, the City of Weslaco established the Parks & Recreation Board pursuant to the Weslaco Municipal Code of Ordinance codified as Part II Chapter 98 – Parks and Recreation; and

WHEREAS, The Parks and Recreation board shall be an advisory board and make recommendations to the city commission. The city commission shall have final approval of all goals and objectives that will be implemented within the parks and playgrounds of the city; and

WHEREAS, Article IV, Section 98-86 Parks and Recreation Board states members shall be appointed for terms of three years; provided that where the appointment is to fill a vacancy of an existing member prior to the expiration of the term, such appointment shall be for the remainder of the term of the predecessor and will not be considered a full term served.

WHEREAS, the Parks & Recreation Board members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS that the following member is appointed with term to expire on the first (1st) day August of each year in compliance with Ordinance 83-15, Section 98-86 for the Parks & Recreation Board.

NAME

TERM EXPIRES

08/01/2026

PASSED AND APPROVED on this 5th day of August 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6822	
From:			
Subject: Discussion and consideration to award the Worker's Compensation Insurance to the best qualified, most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (There was no action on August 15, 2023; staffed by Human Resources Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Luz Galindo Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of best qualified, most advantageous bidder.			
Attachments, if any: MEMO COMMISSION RFP Worker's Compensation Ins, MONTALVO bid, TML-IRP bid, HardingConleyDrawertTinch Ins Agency quote			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

HUMAN RESOURCES DEPARTMENT

DATE: August 09, 2023

TO: Mayor and City Commission

CC: Martin Garza, City Manager

FROM: Luz Galindo, Human Resources Director

SUBJECT: RFP #2022-23-09 Workers Compensation

RFP for workers' compensation insurance was posted on BidNet, we received a total of 3 responses from various carriers. Proposals were reviewed by committee of 5. (Roger Garza – Consultant Firm, Martin Garza – City Manager, Luz Galindo – HR Director, and Rosalinda Cavazos - Finance Director and Andrew Munoz – Asst City Manager)

Quotes received from Texas Municipal League (TML), Montalvo Insurance, and Harding-Conley-Drawert-Tinch Ins Agency.

Recommendations will be presented and discussed at meeting.

Quote no.	Quote issue date	Proposed coverage period	Version
Q004660666	7/12/23	10/1/23 to 10/1/24	1
Applicant	Producer	Renewal of	
City of Weslaco	MONTALVO INS AGCY INC	0002053107	

Quote Invoice

Applicant copy

The earliest effective date of coverage will be the date a complete submission and the proper deposit premium are received by Texas Mutual Insurance Company, unless a future effective date has been requested. This does not apply to Start policies.
Please return this form and your check payable to Texas Mutual Insurance Company for the amount of this quote to the address below.
Please help us more quickly process your payment by writing your quote number on your check.
Payment is due immediately upon receipt. Payment received does not guarantee coverage.

Please check one option below to indicate policy choice.

Out-of-network

☐

Estimated annual premium: \$475,500.00

Amount due: \$71,325.00

Reporting mode:
Monthly 15% - 11 Reports

In-network

☐

Estimated annual premium: \$418,930.00

Amount due: \$62,839.50

Please note: This policy is not eligible for premium financing.

Please mail this form along with the amount due for the above selected option to:

Texas Mutual Insurance Company
PO Box 841843
Dallas, TX 75284-1843

Please include your quote number Q004660666 on your check for prompt handling.
Please do not use the above address for other correspondence.

Thank you for your business!

Quote no. Q004660666
 Quote issue date 7/12/23
 Proposed coverage period 10/1/23 to 10/1/24

Underwriting Quote Sheet Summary Page

Applicant copy

Applicant
 City of Weslaco
 255 S KANSAS AVE
 WESLACO TX 78596-6158

Underwriter ALYONA
 HANSEN
Phone (956) 968-5521
Producer 20590
Fax (956) 969-9198

MONTALVO INS AGCY INC
 PO BOX 2
 WESLACO TX 78599-0002

Entity Government Entity
Group
SIC code 9199 General government, N.E.C.*

Quote generated in Austin, TX

Part one: workers' compensation insurance

Premium quote summary - Texas only

See attached **Premium Calculation**

		Payroll		Premium	
Total payroll and estimated manual premium		19,257,899.00		727,992.00	
Prorate factor 1.00		Out-of-Network		In-Network	
		Factor	Amount	Factor	Amount
Increased Limits Factor 1,000,000/1,000,000/1,000,000		0.014	10,192.00	0.014	10,192.00
Experience Modifier			(59,055.00)		(59,055.00)
Schedule Modifier		0.79	(142,617.00)	0.79	(142,617.00)
Healthcare Network Option				0.12	(64,381.00)
Premium Discount		0.114	(61,162.00)	0.113	(53,351.00)
Expense Constant			150.00		150.00
Minimum premium	250.00	Estimated annual premium		418,930.00	
Audit frequency	Monthly 15% - 11 Reports	Deposit premium		62,839.50	
		71,325.00			

Part two: employers' liability insurance

Standard

Bodily injury by accident \$1,000,000.00
 Bodily injury by disease policy limit \$1,000,000.00
 Bodily injury by disease each employee \$1,000,000.00

Endorsements made part of this quotation

See attached **Endorsement Schedule**

Notice of terrorism insurance coverage

Coverage for acts of terrorism is already included in workers' compensation policies. Losses resulting from certified acts of terrorism, as defined under the Terrorism Insurance Act of 2002, as amended ("the Act"), would be partially reimbursed by the U.S. Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the U.S. Government would pay 80% of our Insured Losses that exceed our Insurer Deductible. The Act provides an annual cap on liability that limits the U.S. Government's payment as well as our liability for any amount of losses from certified acts of terrorism that, in the aggregate for the industry, exceeds \$100,000,000,000 in a calendar year. The portion of your quoted premium that is attributable to coverage for acts of terrorism is \$0 and does not include any charges for the portion of losses covered by the U.S. Government under the Act.

Quote no. Q004660666
 Quote issue date 7/12/23
 Proposed coverage period 10/1/23 to 10/1/24

Underwriting Quote Sheet Out-of-Network Premium Calculation

Applicant copy

Class codes for primary applicant

State	Location	Code	Classification	Premium basis total estimated remuneration	Rate per \$100 of remuneration	Estimated premium
10/1/23 to 10/1/24						
42	00001	5191	Computer and Data Processing Services: Maintenance and Repair	284,849.00	0.880	2,507.00
42	00001	5506	Street or Road-Roadside Mowing & Maintenance-& Drivers	654,654.00	7.020	45,957.00
42	00001	7423	Aircraft Ground Support Equipment Repair & Drivers	117,814.00	3.780	4,453.00
42	00001	7520	Waterworks Operation & Drivers	662,041.00	2.900	19,199.00
42	00001	7580	Sewage Disposal Plant Operation & Drivers	57,066.00	3.580	2,043.00
42	00001	7704	Fire Fighters & Drivers	5,566,436.00	7.540	419,709.00
42	00001	7720	Police Officers & Drivers	5,756,999.00	2.900	166,953.00
42	00001	8391	Automobile Repair Shop & Parts Department Employees, Drivers	244,239.00	2.050	5,007.00
42	00001	8601	Architect or Engineer-Consulting	123,268.00	0.340	419.00
42	00001	8720	Inspection of Risks For Insurance or Valuation Purposes NOC	410,472.00	0.320	1,314.00
42	00001	8742	Salespersons or Collectors-Outside	353,140.00	0.320	1,130.00
42	00001	8810	Clerical Office Employees NOC	3,196,698.00	0.110	3,516.00
42	00001	8831	Animal Shelters & Drivers	209,655.00	1.440	3,019.00
42	00001	8838	Museum or Public Library-Professional Employees	507,237.00	1.060	5,377.00
42	00001	9015	Buildings NOC-Operation By Owner or Lessee-& Drivers	332,790.00	2.810	9,351.00
42	00001	9101	Museum or Public Library-All Other Employees-& Drivers	If any	3.800	0.00
42	00001	9102	Park NOC-All Employees-& Drivers	366,995.00	2.860	10,496.00
42	00001	9402	Garbage, Ashes or Refuse Collection & Drivers	413,546.00	6.660	27,542.00
42	00002	7720	Police Officers & Drivers	If any	2.900	0.00
42	00003	7720	Police Officers & Drivers	If any	2.900	0.00
42	00004	7720	Police Officers & Drivers	If any	2.900	0.00
42	00005	7720	Police Officers & Drivers	If any	2.900	0.00
42	00006	7720	Police Officers & Drivers	If any	2.900	0.00
Estimated manual premium						727,992.00
	9812	Increased Limits Factor 1,000,000/1,000,000/1,000,000			0.014	10,192.00
	9898	Experience Modifier of 0.92			0.920	(59,055.00)
	9887	Schedule Modifier			0.790	(142,617.00)
	0063	Premium Discount			0.114	(61,162.00)
	0900	Expense Constant				150.00
Total payroll and Texas total premium				\$19,257,899.00		\$475,500.00

Quote no. Q004660666
Quote issue date 7/12/23
Proposed coverage period 10/1/23 to 10/1/24

Underwriting Quote Sheet Endorsement Schedule

Applicant copy

Endorsements

TM LRC 2008	Limited Reimbursement for Texas Employees Injured in Other Jurisdictions
TM MV 2011	Mutuals - Membership and Voting Notice
TM PC 2003	Policy Conditions Endorsement
WC 00 00 00 C	Policy Conditions Form
WC 00 00 01 B	Policy Coverage Document (Declarations Page)
WC 00 04 06	Premium Discount Endorsement
WC 00 04 14 A	Notification of Change in Ownership Endorsement
WC 00 04 22 C	Terrorism Risk Insurance Act Coverage Endorsement
WC 00 04 25	Experience Rating Modification Factor Revision Endorsement
WC 42 03 01 L	Texas Amendatory Endorsement
WC 42 04 08 A*	Network Discount Endorsement

* Only applicable if In-Network option purchased

Workers' Compensation and Employer's Liability Policy

DNE-1A

Quote number Quote issue date Proposed coverage period
Q004660666 7/12/23 10/1/23 to 10/1/24

Applicant copy

Deductible Notice of Election

Texas law permits an employer to obtain workers' compensation insurance with a deductible. The insurance applies only to benefits payable under Texas workers' compensation law. When a deductible is elected, the policyholder is required to reimburse the insurance carrier for benefits payable under the law up to the deductible amount and a credit is applied to the policy. Premium credits are determined based on the deductible selected and the hazard group. The hazard group is determined by the classification that produces the largest amount of estimated Texas standard premium.

You are not required to choose a deductible. If you do choose one, your insurance company will pay the deductible amount for you, but you must reimburse the insurance company within 30 days after they send you notice that payment is due. If you fail to reimburse the insurance company, they may cancel the policy upon ten days written notice, and any resulting premium may be applied to the deductible amount owed.

If a deductible amount is desired, please indicate below.

☐ Yes, I want a deductible of (select only one):

1. _____ per accident
2. _____ per claim
3. _____ medical only

applied to benefits payable under the Texas Workers' Compensation Law. I understand that the company will pay the deductible amount and seek reimbursement

Monthly

(monthly, quarterly or other)

☐ No, I do not want a deductible applied to benefits payable under the Texas Workers' Compensation Law.

☐ Yes, I do want a deductible policy, but am unable to obtain one for the following reason: _____

The deductible plans have been explained to me.

Signature and Title

Date

Employer Name (print or type)

Address

Texas Mutual Insurance Company

Q004660666

10/1/23

Insurance Company

Policy No.

Effective Date

Bid / Proposal Summary

Date: 07/02/2023

Member Name: Weslaco
Member ID: 9874

Proposed
Effective Date
10/01/2023

Proposed
Anniversary Date
10/01/2024

Types of Coverage	Limit	Deductible	Annual Contribution
Workers Compensation	Statutory	\$0	\$408,498

TOTAL ANNUAL:	\$408,498.00
2% Annual Payment Discount ¹² :	\$8,169.96
Total Annual Contribution:	\$400,328.04
Quarterly Payment:	\$102,124.50

12. Annual Payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier 1 members.)

Proposal Acceptance Form Workers' Compensation

Member Name: Weslaco
Member ID: 9874

Directions: This form must be completed, signed and returned. The Interlocal Agreement must also be completed and returned if you are not a current Workers' Compensation Fund participant. If time is of the essence, you may wish to use an express mail service or facsimile copier. In the event you submit these documents by facsimile, the originals must still be returned.

Indicate with [X] the coverages and method of payment that you are accepting. Forward all documents to:

Texas Municipal League Intergovernmental Risk Pool
Underwriting Department
PO Box 149194
Austin, Texas 78714-9194
Phone: (800) 537-6655 or FAX: (512) 491-2404

Workers' Compensation Coverages Elected:

☒	All Paid Employees	Mandatory
☐	Outside Volunteers	Optional
☐	Volunteer Firefighters	Optional
☐	Volunteer Ambulance/EMS	Optional
☐	Police Reserves	Optional
☐	Elected/Apptd Officials-Governing Board Only	Optional
☐	Elected/Apptd Officials-All Boards/Comms	Optional
☐	Inside Volunteers	Optional
☐	Police Reserves-Motorcycle	Optional

Deductible Options:
No Deductible

Contribution as Proposed: \$408,498 Contribution as Accepted: _____

Method of Payment: [] Quarterly [] Annually(2% DISCOUNT)

Effective Date: _____ Anniversary Date: _____

I, the undersigned, as an authorized representative of:

(Name of Political Subdivision)

do hereby accept on behalf of the above named political subdivision the portions of the proposal as indicated above.

Signature of Authorized Official: _____

Title: _____

Date: _____

**The Signed Interlocal Agreement
Must Accompany This Form**

(Exception: Current Workers' Compensation Fund participants
are not required to submit a new Interlocal Agreement.)

OFFICE USE ONLY

Contribution: \$ _____ Member ID : 9874

Verification:

() New () Re-awarding () Adding Coverage

Texas Municipal League Intergovernmental Risk Pool
1821 Rutherford Lane, First Floor, Austin, Texas 78754
(512) 491-2300 | (800) 537-6655

Workers' Compensation Payroll Schedule

Member Name: Weslaco
 Member ID: 9874
 Effective Date: 10/01/2023
 Anniversary Date: 10/01/2024
 Date Generated: 07/02/2023

Location 1: 255 S Kansas Ave, Weslaco, TX

Classification	Description	Estimated Payroll	Rate	# of Emp.	Estimated Contribution
4511	Building Inspectors, County Appraisal District, Analytical Chemists	224,757	0.87	5	1,955
5191	Computer Device Installation, Inspection, Servicing or Repair	293,145	1.10	6	3,225
5506	Street & Road Repair	673,721	7.62	28	51,338
7423	Airport Operations	121,246	3.66	4	4,438
7520	Waterworks Operation, Flood Control System Maintenance, Irrigation Control	681,325	4.50	13	30,660
7580	Sewage Treatment & Collection	58,728	4.50	6	2,643
7704	Firefighters – Paid	5,728,565	6.02	68	344,860
7720	Police Officers – Paid (excluding Motorcycle Officers)	5,924,678	5.33	70	315,785
8391	Automobile Garage	251,353	4.18	7	10,507
8601	Surveyors, Engineers & Architects	126,859	0.84	1	1,066
8742	Messengers and Social Workers	363,425	0.83	7	3,016
8810	Clerical – Office	3,289,806	0.41	92	13,488
8831	Animal Shelters	215,762	6.38	5	13,766
8838	Public Library or Museum Professional Employees & Clerical	522,011	0.55	20	2,871
9015	Building Operations	342,483	5.52	11	18,905
9102	Parks & Recreation	377,684	3.60	15	13,597
9402	Street Cleaning	425,591	11.34	22	48,262
Subtotals		19,621,139		380	880,382

Volunteers and Elected Officials:

3724O	Outside Volunteers	No Exposure	0	Not Covered
7704V	Volunteer Firefighters	No Exposure	0	Not Covered
7720E	Volunteer Ambulance/EMS	No Exposure	0	Not Covered
7720V	Police Reserves	No Exposure	0	Not Covered
8742E	Elected/Apptd Officials-Governing Board	No Exposure	0	Not Covered
8742F	Elected/Apptd Officials-All Boards/Commissions	No Exposure	0	Not Covered
8742I	Inside Volunteers	No Exposure	0	Not Covered
8888V	Police Reserves-Motorcycle	No Exposure	0	Not Covered
Subtotals		0	0	0

Texas Municipal League Intergovernmental Risk Pool
 1821 Rutherford Lane, First Floor, Austin, Texas 78754
 (512) 491-2300 | (800) 537-6655

Workers' Compensation Payroll Schedule

Member Name: Weslaco
Member ID: 9874
Effective Date: 10/01/2023
Anniversary Date: 10/01/2024
Date Generated: 07/02/2023

Totals	19,621,139	380	880,382
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Workers' Compensation Payroll Schedule

Member Name: Weslaco
Member ID: 9874
Effective Date: 10/01/2023
Anniversary Date: 10/01/2024
Date Generated: 07/02/2023

Total Manual Contribution	880,382
Experience Modifier	0.58
Total Standard Contribution	510,622
Fund Discount (20.00%)	0.80
Discounted Standard Contribution	408,498
Deductible Credit	0
Net Contribution	408,498
Waiver of Subrogation	0
Total Contribution	408,498



Deep East Texas Self Insurance Fund

Workers' Compensation Self – Insurers' Fund

WORKERS' COMPENSATION PROPOSAL

PARTICIPANT:
Weslaco, City of
Proposal Number 276

DATE PREPARED: 07/24/2023
CONTRACT PERIOD: 10/1/2023 to 10/1/2024

Estimated Billing

Code	Classification of Operations	Payroll	Rate	Modified Premium
5191	COMPUTER DEVICE INSTALLATION, REPAIR	276,552.00	0.55	\$1,521.00
5506	STREET CONST/HVY EQ OPERATORS	635,586.00	2.05	\$13,030.00
7423	AIRPORT OPERATORS	114,383.00	1.40	\$1,601.00
7520	WATERWORKS	642,759.00	1.74	\$11,184.00
7580	SEWAGE DISPOSAL	55,404.00	0.64	\$355.00
7704	FIREMEN	5,404,307.00	2.43	\$131,325.00
7720	LAW ENFORCEMENT	5,589,319.00	1.08	\$60,365.00
8391	AUTOMOTIVE REPAIR	237,125.00	1.42	\$3,367.00
8601	TIMBER CRUISER/SURVEYOR	119,678.00	0.47	\$562.00
8742	HOUSING MANAGER/APPRaiser	342,854.00	0.39	\$1,337.00
8810	CLERICAL OFFICE EMPLOYEES	3,103,591.00	0.45	\$13,966.00
8831	HOSPITALS - VETERINARY	203,549.00	2.98	\$6,066.00
8838	PUBLIC LIBRARIES-PROF & CLER	492,463.00	0.46	\$2,265.00
9015	BUILDING NOC-OPERATION BY OWNER OR LESSEE	323,097.00	3.56	\$11,502.00
9102	PARKS & RECREATION - ALL EMP	356,306.00	2.91	\$10,369.00
9402	GARBAGE DISPOSAL	401,501.00	3.12	\$12,527.00
Total Manual Premium				\$281,342.00
Experience Modification				1.00
Modified Premium				\$281,342.00
Schedule Rating Factor				-25.00%
Schedule Rating Amount				\$-70,335.50
Manual Premium Adjustment				\$0.00
Annual Premium				\$211,006.00



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6779	
From:			
Subject: Discussion and consideration to approve and award the Depository Services Contract to the most advantageous respondent from RFP 2022-23-24 for a three-year contract beginning October 1, 2023 and ending September 30, 2026 with an option to renew the contract for two (2) years and authorize the Mayor to execute any related documents. Possible action. (There was no action August 15, 2023; staffed by Finance Department.)			
Background: The City received five proposals. Linda Patterson, of Meeder Investment was retained to perform a thorough evaluation of the proposals. Attached is her evaluation and recommendation which shows PNC being the most advantageous proposal.			
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: Publication was in the Monitor on June 28 and July 5th, 2023. It was also published on the City's website and BIDNET throughout the period.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve PNC as the most responsive and advantageous bidder.			
Staff Recommendation: Staff recommends PNCs Bank.			
Attachments, if any: 090523 DEPOSITORY CONTRACT, Executive Evaluation City of Weslaco 2023-07, Evaluation City of Weslaco 2023-07, COMBO Weslaco 2023			
Responsibilities upon Approval: Execute depository agreement			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: August 30, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Depository Contract

.....

We received five (5) bids for the City of Weslaco's Bank Depository Services. Attached is a spreadsheet showing the analysis of the bids from the banking institutes. In addition, we are attaching a report from Meeder Investment who helped us through the bidding process. We used them before (formerly Patterson & Associates) when we bid these services out in July 2019.

The RFP was for the city to get the maximum services while also earning all possible potential interest.

The table below shows a summarization of the services offered by each bank.

	Lonestar National Bank	Plains Bank	PNC	Texas National Bank	Texas Regional Bank
Balanced Based Fee			X		
Sweep to Money Market	N/A		X	N/A	N/A
Sweep to ICS	N/A	X		N/A	N/A
Basic Services Tabulation	537	551	574	471	524
Location Tracking Deposits	X	X	X	N/A	N/A
Commercial Cards -P-Cards	N/A	X	X	N/A	N/A
Commercial Cards	X	X	X	X	X
Dual Control - Wires & Transfers	N/A	X	X	N/A	N/A
Safekeeping	X	X	X	N/A	X

SERVICES:

The balanced based fee that PNC will be eliminated if we use the sweep account as recommended by Linda, but no other banks are charging balanced based fees.

Only PNC is offering to sweep to a Money Market Mutual Fund (MMMF), while Plains Capital is offering to sweep into an Insured Cash Sweeps account (limits withdrawals to 6 times a month).

Both PNC and Plains Capital offer P-Cards, which are limited to certain uses and volume, rather than commercial cards, which do not have the same limitations as P-Cards.

Texas National Bank and Texas Regional bank do not offer dual control on wires and transfers.

EARNINGS:

	Lonestar National Bank	Plains Bank	PNC	Texas National Bank	Texas Regional Bank
INTEREST RATES:	*Bank rates will not equal or exceed the outside (pools/securities) rates				
Earnings Credit Rate (ECR)		5.00%	1.65%		1.00%
Interest Bearing (IB)	3.50%	4.90%	4.15%	3.46%	3.50%
Money Market Account (MMA)	4.75%	4.90%	4.90%		3.50%
Sweeps to Money Market			4.65%		
Mutual fund (MMMF)					

	Lonestar National Bank	Plains Bank	PNC	Texas National Bank	Texas Regional Bank
*Based on 5M in Monthly Balance					
Investable Balance	\$ 5,000,020	\$ 4,997,496	\$ 4,997,457	\$ 5,000,063	\$ 5,000,301
FEES:	\$ -	\$ 2,504	\$ 2,543	\$ -	\$ -
Earnings:					
IB:	\$ 14,583.39	\$ 20,406.44	\$ 17,282.87	\$ 14,416.85	\$ 14,584.21
MMA	\$ 19,791.75	\$ 20,406.44	\$ 20,406.28	0	\$ 14,584.21
Sweeps to MMMF	0	0	\$ 19,365.15	0	0

The table below shows the potential interest earned in the first 12 months of the contract. Each bank has an estimated cost deduction of \$15,000 for the transition, except for our current depository bank.

Lonestar National Bank	Plains Bank	PNC	Texas National Bank	Texas Regional Bank
\$ 237,500.95	\$ 244,877.30	\$ 232,381.75	\$ 173,002.18	\$ 175,010.54
(15,000.00)	(15,000.00)	-	(15,000.00)	(15,000.00)
\$ 222,500.95	\$ 229,877.30	\$ 232,381.75	\$ 158,002.18	\$ 160,010.54

- LSNB – has offered a 4.50%, but only if our balance is greater than 30 million and has a floor of .10% and capped at 3.50% if less than 30 million.
- Plains Capital – is offering 4.90% in an interest bearing and money market account, but those rates will fluctuate with the fed rates. If rates drop in the future, those rates will follow the same trend.
- PNC – has also offered interest bearing and money market account rates but have included a sweep to a Money Market Mutual Fund, which will be collateralized, and the interest rates will not drop as quickly.
- Texas National – offered an interest-bearing rate of 3.46%
- Texas Regional – offered an interest-bearing rate and money market account rate of 3.50%.

While using the Money Market Account rates for all bank except for Texas National, PNC and Plain's Capital are very close in potential earnings, but the transition costs create a separation between both. Linda is recommending the Sweep account for PNC, so I have utilized those potential earnings in the above table, and with the utilization of the sweep account proposed, PNC gives us the maximum earning potential.

RECOMMENDATION:

Her recommendation along with staff is to award the bid to the most advantageous and responsive bidder, PNC Bank.

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CITY OF WESLACO

Executive Summary of Bank Depository Service Proposals

August 2023

The City of Weslaco solicited proposals for banking services in June 2023 to serve the City with efficient and cost-effective banking services. The City intends for its banking partner to provide premium service and state-of-the-art technology to assure that its current banking needs would be met and allow the City to continue to incorporate technological changes and improvements into its operations. The City received five proposals for banking services in response to its Request for Proposal (RFP). The proposals were made by Lone Star Bank, Plains Bank, PNC (the incumbent), Texas National Bank and Texas Regional Bank.

Key issues in the comparing and evaluating the banks included (a) the services offered, (b) the fees and (c) the earnings potential.

Basic services provided by these banks are similar, but the technology and online services flexibility and range are materially broader at Plains and PNC. Service scores based on all points of the proposals were:

Lone Star	537
Plains	551
PNC	574
Texas National	471
Texas Regional	524

In addition to technological benefits at PNC, the major difference between the banks service regards the structuring of accounts to benefit the City in changing interest rates which also naturally reduces costs. Only PNC is sweeping into a money market fund which follows market rates and historically has over time outperformed bank rates. The other banks sweep into a spread account (ICS) into money market accounts.

Three of the banks – Lone Star, Texas National and Texas Regional have offered to waive all fees making it appear to be services without fees. Of course no service is free. The cost is reflected therefore in the earnings rates available at these “free” banks. The rates at these banks are lower and will be tied to spread bank rates.

The two banks proposing on a fee basis are Plains Bank and PNC with gross per month costs over the potential contract period essentially the same. When proposed incentives are added the Plains has lower monthly fees.

- With the incentives proposed Plains’ monthly fee would be \$ 1,920
- With the incentives proposed PNC’s monthly fee would be \$ 2,504

Although on a strict fee basis, the decision would be to award the contract to Plains, the ability to garner the higher service level at PNC and the better earnings potential over the entire contract period is higher at PNC in the sweep. In addition, a factor not included or estimated in this analysis is the internal cost of the transition to the City. Only the City can estimate its impact but it is generally estimated at \$20,000-\$30,000.

It is recommended that the City award the banking contract to PNC on the condition that it utilize PNC’s daily automated sweep function to the money market fund to assure the best fees and rates.

CITY OF WESLACO

Analysis of Bank Depository Service Proposals

July 2023

The City of Weslaco solicited proposals for banking services in June 2023 to serve the City with efficient and cost-effective banking services replacing the current depository. 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 allow the City to continue to incorporate technological changes and improvements into its operations over the period of the contract. The term of this five-year contract is to begin October 1, 2023.

The City received five proposals for banking services in response to its Request for Proposal (RFP). The proposals were made by Lone Star Bank, Plains Bank, PNC (the incumbent), Texas National Bank and Texas Regional Bank. All the banks can fulfill the basic needs of the City for banking services but certain services and technologies are available only at Plains and PNC Bank. The major differences in service, fees and earnings potential have been identified in this report.

The current banking situation is controlled by three main elements (a) increased banking regulations which have changed collateral alternatives, (b) regulatory balance based fees and (c) an increasing interest rate environment.

Banking regulators are globally attempting to assure that liquidity remains available in the markets and ensure that bank leverage is reduced. The collateral which must be pledged to public accounts is from the banks' own portfolios so providing that collateral lowers the banks' liquidity ratios and raises the banks' leverage ratios in contradiction of the regulatory guidelines. Only Lone Star Bank has noted that a letter of credit might be used as collateral.

A second change generated from the regulations is the application of a *balance-based fee*. Only PNC is applying this fee (which can through PNC be eliminated with the use of a sweep). The balance-based fee is collected as a direct fee based on the average ledger balance of funds in the bank.

The RFP was structured to allow the use of a sweep allowing the City to reduce the balance (and hence any balance-based fee) which then moves all collected funds to a higher yielding money market mutual fund daily. This will allow the City to get better rates than available in the bank. Only PNC has the sweep capability to go to a money market fund. Plains sweeps to ICS. to ZBA (zero balance the accounts). The option to move between compensating balance basis and fee basis was also written into the RFP and therefore the resulting contract is applicable as the interest rates move over the term of the contract.

The confluence of these factors and their impacts play a major role in choosing the best banking solution. The evaluation looks at the best situation and account structures which might arise. Ultimately the City must be able to get and maintain maximum services while also earning all possible potential interest.

Key issues in evaluating bank services include (a) the services themselves and the automation capabilities which support those services as technology has developed and will undoubtedly continue to develop over the contract period. Consideration is also based on (b) the fees charged for those services. Finally, (c) the earnings potential in and through the banks is considered because the City must maintain balances of working capital in the banking system. Each of these elements is discussed separately below. Detailed backup has been prepared on matrices which accompany this report upon which the analysis was based. The key factors defining and differentiating the proposals are discussed in this report.

BANKING SERVICES

Basic services provided by these banks are similar, but the technology and online services flexibility and range are materially broader at Plains and PNC. To evaluate services each question in the RFP was weighted as to its importance in providing a particular service and each response was rated. The resulting objective score for each bank indicates the differences between the banks and gives an indication of overall service expectations. The banks scores for services were:

	Required Services
Lone Star	537
Plains	551
PNC	574
Texas National	471
Texas Regional	524

Only the major differences in service levels are cited below in the various service categories. Full details on all questions and responses are provided on the matrices attached to this report.

CREDITWORTHINESS

All the banks are highly creditworthy and highly rated on their credit although Lone Star and Texas Regional are not rated due to having no debt.

CUSTOMER SERVICE

All the banks focus on service through a local team approach and all have branches in Weslaco. None require a vault service.

ACCOUNT STRUCTURE ALTERNATIVES

There is a major difference between the banks regarding the options available on structuring accounts to benefit the City in changing interest rates.

Lone Star, Texas National and Texas Regional have no ability to sweep funds. These rely on interest bearing accounts only. Plains and Lone Star are proposing to *sweep* into ICS (Insured Cash Sweep) which is not a true sweep but a money market account alternative.¹ All have the option to use an interest-bearing account or a money market account (except Texas Regional) in the banks. The interest rates on these accounts are all managed and a further discussion of the rate impacts will be made below.

PNC has a sweep function and zero balanced account (ZBA) structures in place in addition to the standard interest-bearing and money market accounts. Such a sweep allows all money in the bank to be *swept* to a money market fund daily (offering considerably higher interest rates based on the market). All debits and credits in every account are accounted for and reported daily so no information detail is lost. The sweep is used because rates are almost always higher than those that can be provided by the bank. It is authorized under the City's investment policy.

AUTOMATION (ONLINE SERVICES)

Plains, PNC and Texas Regional have provided a link to their online services for review purposes. Lone Star has offered a demo and Texas National has provided sample screen shots. All provide the basic required services. There are some advanced services however.

- Texas Regional has the longest online retention period but all extend past one year and by banking regulations they must be kept 7 years although access differs by bank.
- The most extensive and customizable reporting is from PNC.

¹ ICS is a spread product in which funds are deposited through the bank and *spread* across the Promontory Network. It restricts withdrawals to six per month and there is a delay in the deposit process.

- Control of access to City information is the City comes from Lone Star, Plains and PNC. At Texas National and Texas Regional the bank controls the security module.
- Mobile services vary between banks with the widest range of services at Plains and PNC. Only balances are available at Lone Star and approvals are also available at Texas Regional. Texas National simply refers to a third-party used for mobile services.
- Cash forecasting

DEPOSIT SERVICES

- All the banks have local branches for deposit purposes and none require vault service.
- Handling differs slightly on deposits at each. Cut-off time at Lone Star, Plains and Texas Regional is 6:00 PM but 3:00 at PNC and 4:30 at Texas National. All the banks provide remote deposit service which is highly recommended for the City.
- Only Plains and PNC provide e-receivables service which consolidates incoming funds.
- All the banks except Texas National and Texas Regional have location tracking for deposits.
- All the banks provide remote deposit services. Lone Star and Texas National have offered free scanners. Cut-off times vary with Lone Star and PNC the longest at 9:00PM, Plains at 6:00PM, Texas Regional at 5:30Pm, and Texas National at 4:00PM.

DISBURSEMENTS

Balances are updated real-time intra-day at all the banks with info available online. Retention has not been provided by Prosperity but they do memo-post transactions throughout the day.

Only PNC offers e-payables services which allows the City to send all payables to the bank electronically which then disburses as a virtual card payment, ACH or check. E-Payables consolidates and facilitates the fastest disbursements based on the City's chosen schedules.

Commercial cards are offered at all the banks with a rebate offer at Lone Star. Purchasing cards, which can be limited to certain uses and volumes, is offered only at Plains and PNC. (It may be available at Texas National but the description was inadequate to determine the range of the service.)

STOP PAYS

All the banks offer online stop pay services. PNC has a 12 month stop whereas the others are all 6 months stops. All the banks require the City to re-issue the stop rather than renew or extend it. The longest cut-off times are at Lone Star and PNC at 9:00PM then Plains at 6:00PM.

POSITIVE PAY

All the banks offer positive pay services and all are handled online. The difference lies in the times allowed for City research and review. The windows for review vary:

- Lone Star 7AM – 3PM
- Plains 9AM – 2PM
- PNC alerts as exceptions found – 2:PM
- Texas National 8:00 AM – noon
- Texas Regional 8:00Am – 11AM

All the banks provide partial reconciliation services but full reconciliation is available only at Plains and PNC.

WIRES AND TRANSFERS

Processing for wires is online at all the banks and all provide for template storage.

Dual initiation and approval is required only at Plains and PNC. Mobile approval is available only at PNC, Texas National and Texas Regional. The latest cut-off is at Lone Star, Plains and PNC.

ACH

Since all ACH transactions are controlled by NACHA to there are few differences between the banks. All have same day, one day, and two-day options. All can block on company IDs but filters are more extensive at Lone Star, Plains and PNC for security. Addenda are shown online but not on the reports at Lone Star, Texas National or Texas Regional.

SAFEKEEPING

Assuming that the City will invest in securities in the future safekeeping/custody services were included in the RFP. Texas National will not provide this service.

FHLB is used by Lone Star and Texas Regional for safekeeping. Plains and uses BNY and PNC is held in their safekeeping department. Monitoring is available at all banks. Fees are hard charged by Lone Star and Plains and on the analysis at PNC. There is no fee at Texas Regional.

COLLATERAL

The banks have agreed in varying degrees to collateral requirements.

- Lone Star as noted above is reserving the right to use letters of credit. And, worrisome is that they state they “share responsibility” for the collateral (and values) with the City,
- Plains limits collateral to \$10million above the City’s historical balances.
- PNC has stated it will only use par-to-par substitution which does not allow at all for market prices. They also state that they follow the “general guidelines of the PFCA” which has no margin as required by the city. *This critically creates the situation that if PNC is used it should be only under a sweep structure to eliminate collateral needs.*
- Texas National and Texas Regional agree to all collateral conditions.

ACCOUNT ANALYSES AND STATEMENTS

The account analysis is online available at all banks. Retention varies with Lone Star at 3 years, Plains 7years, PNC at 13 months, Texas National and Texas Regional at 18 months.

The statements are all provided online with the same online retention as the analyses as shown above.

OVERDRAFTS

All the banks except Texas National consider all accounts in the aggregate when considering overdrafts. Texas National considers each account as a stand-alone.

COMPANY BANKING

Only Plains and PNC have established company banking programs for the City employees but all offer standard banking for all.

BANK COSTS AND EARNINGS

The banks were requested to provide all service fees that would be required to provide the services required. Three of the banks – Lone Star, Texas National and Texas Regional are offering to waive all fees making it appear to be services without fees. However in such a scenario the fees being directly charged (which the City can monitor and determine specifically) the cost is reflected in the earnings rates available at these “free” banks.

It is perhaps best to first explain these two payment methodologies to focus on the elements and rate which are key to the evaluation. There are basically two ways to pay for banking services.

- (A) **Compensating Balances Basis.** The City leaves a balance of funds in the bank which constitute the *compensating balance* (sometimes called a target balance) in that it compensates the bank for the services used. That compensating balance earns at a particular rate of interest called and Earnings Credit Rate (ECR) and the earnings from those funds at the ECR go directly to the bank to pay services. The higher the rate of the ECR then it generates more interest and can pay the bank for the same service fee with less of a compensating balance. The ECR is a *managed* rate which means the bank sets it.
- (B) **Fee Basis.** On a fee basis the City does not have to keep funds I the bank because it will get charged on the fees of services it actually uses and once reviewed monthly allows the bank to debit the designated account for those fees, i.e., pays its invoice (its account analysis).

In a *compensating balance basis* the City will be required or expected to retain a balance in the bank. The bank then uses (invests) those funds at what is known as the ECR (earnings credit rate) to earn the money for the service fees. This is why fees and earnings potential must be considered together as we will below.

The bank costs therefore when presented on a “no fee” basis versus specific fees hinges largely on the rates the banks are willing to give. Basically, banks rates will not equal or exceed the outside (pools or securities) rates available so we look at the banks rates and what is otherwise available to determine the best option for the City. The City will always have the option to move funds further to a pool which would be the highest liquid rate available (primarily due to the lower expenses).

The two banks which are offering the services on a fee basis are Plains Bank and PNC.

Plains	\$ 2,503 per month
PNC	\$ 2,542 per month

The differences between these two banks on cost is centered on a few specific services namely deposits and ACH entries. The monthly automation module services are slightly higher at Plains and wires higher at PNC. The EDI services at Plains are considerably higher.

Earnings

The rates to be concerned with in this evaluation are:

- ECR or Earnings Credit Rate (used when a compensating balance basis is in place)
- Interest bearing (IB) accounts rate for additional funds left in the bank
- Money market account rate for accounts with restricted withdrawals from the bank (6 per month)
- Sweep to a spread product such as Plains is proposing
- Sweeps to a money market mutual fund (available only at PNC) is the rate on the money market mutual fund into which the funds are *swept* daily

The rates given by these banks vary considerably. It is good to remember that most of these are “managed” rates which are set by the bank itself and do not reflect market conditions.

- Lone Star is proposing IB at 4.5% for \$30M but under that \$30M it reverts to a managed rate with a floor of 0.10% and a cap of 3.50%. They are proposing the money market accounts at the ICS rate and quote a current rate of 4.95% but less 0.20%.
- Plains has set its ECR rate at the lower of the Fed Funds range (currently 5.00-5.25%) so 5.00%. For all other funds in interest bearing and money market accounts they quote ICS at 4.90% (slightly lower than Lone Star).
- PNC has proposed based on March 2023 statistics (which would lag the other rates) an ECR of 1.65%, interest bearing 4.15%, money market account at 4.90% and sweep of 4.65%.
- Texas National has proposed only interest bearing account at the current rate of 3.46%.

- Texas Regional has proposed only interest bearing accounts at the current rate of 3.5% and an ECR if it was used but wouldn't be with fees waived) of 1%.

Fees for safekeeping/custody have not been incorporated into this analysis because the City is not investing in securities and therefore is not in need of safekeeping/custody services.

In addition, to ascertain the net effect/cost proposed to the City we must first look at the incentives offered by the banks. The banks were asked if they were offering any transition or retention incentives.

- Lone Star has proposed no incentives instead citing that they are waiving fees but offers two free scanners
- Plains has proposed a 12 month waiver of fees and \$5,000 supply credit
- PNC has proposed a \$1,500 supply credit to be used in the first year and two free scanners
- Texas National has proposed a \$2,000 supply credit and three free scanners
- Texas Regional has proposed a \$10,000 supply credit for each term (at initial period and at the 4th year) *There is a question from the proposal if the bank is offering free scanners but at a lease of \$40/month.*

On the COMBO sheet attached the impact of the incentives on the two banks proposing on a fee basis has been incorporated into the net monthly fee.

- With the incentives proposed Plains' monthly fee would be \$ 1,920
- With the incentives proposed PNC's monthly fee would be \$ 2,504

The fees are \$584 lower at Plains due in large part to the waiving of 12 months of fees. The fees calculated here for PNC require that the City maintain the sweep into the money market fund which eliminates the balance-based fee at the bank (if funds are maintained in interest bearing or money market accounts).

On a strict fee basis, the decision would be to award the contract to Plains. The other three banks which are proposing "waiving fees" when considered with the earnings rates at those banks are actually more expensive because of the lower earnings rates at each and the caps placed on earnings. For example, Lone Star is quoting a 4.50% but only for the first three months of the contract then earnings are capped at 3.5% if not in ICS. Texas National and Texas Regional have quoted rates of 3.5%. Based on \$12M balance that difference (4.9% to 3.5%) equates to approximately \$168,000 a year in earnings.

SUMMARY AND RECOMMENDATION

It is clear from the service scores that PNC (574) has the broadest range and depth of services available followed closely by Plains (551).

In addition, the most effective account structure for earnings occurs at PNC because it is tied to market rates and not bank rates. The sweep being used at Lone Star and Plains is going into the ICS (Insured Cash Sweep) which is tied to bank rates which will fall more directly on Fed action which is estimated to cut rates during this contract period. In addition, the ICS is a money market account which is limited to six withdrawals per month. This should be sufficient but is not as flexible as a true sweep to a money market fund which gives total liquidity daily. This combination of fees and earnings in two very different earning vehicles makes the choice difficult.

One factor not included or estimated in this analysis is also the internal cost of the transition to the City. Only the City can estimate this impact.

Because of the close estimation of fees between Plains and PNC but incorporating the earnings vehicles and anticipated potential moves in rates during the contract period, it is recommended that the City award the banking contract to PNC on two conditions. (2) It is strongly recommended that the City utilize PNC's daily sweep function. This will in the long run not only consistently offer market rates but will also avoid the balance based fee proposed by the bank on any funds left in the bank. (2) The sweep must be used to avoid the bank's condition of a par-to-par substitution on collateral. Par-to-par substitution will not guarantee that collateral is maintained at the 102% margin required by the law.

If the City does not use the sweep function to a money market fund at PNC for the reasons given above then the contract should be awarded to Plains.

FEE ANALYSIS
CITY OF WESLACO

SERVICE	VOLUME	Lone Star Bank all fees waived 0.00				Plains Bank 2,503.69				PNC 2,542.64				TX National all fees waived 0.00				TX Regional all fees waived 40.00			
		FEE	TOTAL	NOTES		FEE	TOTAL	NOTES		FEE	TOTAL	NOTES		FEE	TOTAL	NOTES		FEE	TOTAL	NOTES	
BALANCE BASED FEE-412,148,251											0.00	0.0142									
											assume use of sweep										
DEMAND DEPOSIT SERVICES																					
100200 REGULAR DEPOSIT TICKET	153	0.00				0.5000	76.50	branch deposit		1.5000	229.50			0.00					0.00		
100220 DEPOSIT ITEMS ONLINE	293	0.00				0.1000	29.30			0.0700	17.71			0.00					0.00		
100200 DEPOSITED ITEMS - TRANSIT	1,600	0.00				0.1000	160.00			0.0900	144.00			0.00					0.00		
150100 PAID ITEMS	412	0.00				0.2000	82.40			0.1500	61.80			0.00					0.00		
010000 HYBRID CHECKING MAINT.	7	0.00				5.0000	35.00			8.0000	56.00			0.00					0.00		
100400 RETURNS	3	0.00				4.0000	12.00			16.0000	48.00			0.00					0.00		
100402 RECLEARS	0	0.00				0.0000	0.00			9.0000	0.00			0.00					0.00		
ICS	1	0.00				50.0000	50.00	WHY???			0.00			0.00					0.00		
ZBA MASTER	1	0.00				10.0000	10.00				0.00			0.00					0.00		
ZBA SUB ACCOUNT	6	0.00				5.0000	30.00				0.00			0.00					0.00		
REMOTE DEPOSIT SERVICES																					
109999 DEPOSIT ON-SITE MONTHLY FEE	1	0.00				25.0000	25.00	per location		35.0000	35.00			0.00				40.0000	40.00	monthly	
MULTIFEED SCANNER	2					50.0000	100.00	per location			0.00			0.00					0.00		
CAPTURE TICKETS	20					0.2500	5.00				0.00			0.00					0.00		
CHECK IMAGES	200					0.0500	10.00				0.00			0.00					0.00		
EXTENDED STORAGE						10.0000	0.00				0.00			0.00					0.00		
OVERDRAFT HANDLING FEE																					
150340 OVERDRAFT HANDLING	0	0.00				20.0000	0.00			50.0000	0.00			35.0000	0.00				0.00		
OVERDRAFT COMPENSATION FEE								11.75% - prime +3.5%													
BRANCH SERVICES																					
100048 CURRENCY FURNISHED (\$10 UNITS-\$50K)	73	0.00				1.0000	73.00	curr \$1 per 1.000		0.4200	30.66			0.00					0.00		
100044 COIN FURNISHED - ROLLS	19	0.00				0.1000	1.90			0.5800	11.02			0.00					0.00		
100000 OTC DEPOSIT TICKETS	152	0.00				0.5000	76.00	branch deposit		1.5000	0.00	broken down below		0.00					0.00		
100005 NIGHT DROP BAG DEPOSIT	0	0.00				0.0000	0.00			2.0000	0.00			0.00					0.00		
100015 CASH VERIFICATION OTC - 10.00 UNITS	16,738	0.00				1.0000	16.74	deposited per \$1,000		0.0120	2.01			0.00					0.00		
100015 CASH VERIFICATION NIGHT DROP - 10.00	6	0.00				1.0000	6.00	deposited per \$1,000		0.0325	0.20			0.00					0.00		
CASH ONLY DEPOSIT	54	0.00				0.5000	27.00			1.5000	81.00			0.00					0.00		
MIXED DEPOSIT	91	0.00								1.5000	136.50			0.00					0.00		
CHECK ONLY DEPOSIT	8	0.00								1.5000	12.00			0.00					0.00		
ON US CHECKS CASHED	4	0.00								0.0000	0.00			0.00					0.00		
ACCOUNT RECONCILIATION SERVICES																					
200010 FULL RECON MONTHLY MAINT	1	0.00				30.0000	30.00			10.0000	10.00			0.00					0.00		
200110 FULL RECON ELEMENT ITEM	405	0.00				0.0000	0.00			0.0000	8.10			0.00					0.00		
200999 REJECTED INPUT FILE	0	0.00				0.0000	0.00			60.0000	0.00			0.00					0.00		
200000 TELLER POSITIVE PAY MAINT	1	0.00				0.0000	0.00			12.0000	12.00			0.00					0.00		
999999 POSITIVE PAY MONTHLY MAINT	1	0.00				10.0000	10.00			12.0000	12.00			0.00					0.00		
999999 ONLINE POS PAY EXCEPTIONS LOADED	2	0.00				0.0500	0.10			0.2500	0.50			0.00					0.00		
999999 ONLINE ISSUE FILE IMPORT	4	0.00				0.0000	0.00			5.0000	20.00			0.00					0.00		
209999 ONLINE PER STOP INDIVIDUAL ENTRY	4	0.00				15.0000	120.00			8.0000	64.00			0.00					0.00		
999999 ONLINE CHECK INQUIRY	8	0.00				0.0000	0.00			0.1000	0.80			0.00					0.00		
999999 ONLINE ISSUE ADD/CANCEL	32	0.00				0.0500	1.60			0.0500	1.60			0.00					0.00		
999999 ONLINE ISSUE FILE IMPORT ITEM	435	0.00				0.0500	21.75			0.0200	8.70			0.00					0.00		
209999 ONLINE IMAGE VIEWED	32	0.00				0.1000	3.20			1.1500	36.80			0.00					0.00		
150400 ONLINE CHECK INQUIRY RANGE	198	0.00				0.0000	0.00			0.0800	15.84			0.00					0.00		
150410 ONLINE PER STOP RANGE ENTRY	18	0.00				15.0000	270.00			5.2500	94.50			0.00					0.00		
150410 ONLINE PER STOP IMPORTED ENTRY	18	0.00				0.0000	0.00			12.0000	216.00			0.00					0.00		
ACCT RECON MODULE	1	0.00				10.0000	10.00				0.00			0.00					0.00		
PP RETURNED ITEMS	1	0.00				3.0000	3.00				0.00			0.00					0.00		
ACH SERVICES																					
250000 ACH MONTHLY MAINT	2	0.00				15.0000	30.00			15.0000	30.00			0.00					0.00		
250505 ONLINE ACH FILE PROCESSED	2	0.00				5.0000	10.00			5.0000	10.00			0.00					0.00		
250102 ONLINE ACH DROR ORIGINATED	2,454	0.00				0.1500	368.10			0.0800	196.32			0.00					0.00		
250120 ADDENDA ORIGINATED/RECEIVED	150	0.00				0.1500	22.50			0.0200	3.00			0.00					0.00		
250200 DEBITS RECEIVED	39	0.00				0.1000	3.90			0.1500	5.85			0.00					0.00		
250201 CREDITS RECEIVED	328	0.00				0.1000	32.80			0.1500	49.20			0.00					0.00		
250501 CREDIT EXPRESS FILES	5	0.00				5.0000	25.00			5.0000	25.00			0.00					0.00		
250400 ACH RETURN ITEM	12	0.00				4.0000	48.00			4.0000	48.00			0.00					0.00		
251070 ACH NOC ITEM	28	0.00				1.0000	28.00			2.0000	56.00			0.00					0.00		
250302 UNPAID/AUTHORIZED ACH RETURN ITEM	1	0.00				5.0000	5.00			5.0000	5.00			0.00					0.00		
251050 ACH POSITIVE PAY MONTHLY SVC	7	0.00				10.0000	70.00			5.0000	35.00			0.00					0.00		
250312 ACH FRAUD PROTECTION RETURNS	0	0.00				4.0000	0.00			5.0000	0.00			0.00					0.00		
ACH FILE UPLOAD	1	0.00				10.0000	10.00			0.0000	0.00			0.00					0.00		
ACH FILE INPUT FTP TRANSMISSION						5.0000	0.00				0.00			0.00					0.00		
ACH REPORTING	1					10.0000	10.00				0.00			0.00					0.00		
SAME DAY COMPANY ID	1					10.0000	10.00				0.00			0.00					0.00		
SAME DAY ORIGINATED ITEM						0.1500	0.15				0.00			0.00					0.00		
FUNDS TRANSFER SERVICES																					
350109 ONLINE DOMESTIC WIRE TRANSFER	10	0.00				7.0000	70.00			10.0000	100.00			0.00					0.00		
350300 INCOMING WIRE TRANSFER	1	0.00				5.0000	5.00			10.0000	10.00			0.00					0.00		
WIRE MODULE	1					10.0000	10.00				0.00			0.00					0.00		
INTERNATIONAL MODULE						10.0000	0.00				0.00			0.00					0.00		
ONLINE INTERNATIONAL WIRE						30.0000	0.00				0.00			0.00					0.00		
BRANCH OUTGOING WIRE	1					15.0000	15.00				0.00			0.00					0.00		
BRANCH OUTGOING INTERNATIONAL						55.0000	0.00				0.00			0.00					0.00		
WIRE ADVISE EMAIL	1					0.0000	0.00				0.00			0.00					0.00		
INFORMATION SERVICES																					
400222 PREVIOUS DAY ACCOUNT	7	0.00				5.0000	35.00			5.0000	35.00			0.00					0.00		
400225 CURRENT DAY ACCOUNT	7	0.00				0.0000	0.00	in prior day		5.0000	35.00			0.00					0.00		
350551 ONLINE TEMPLATE STORAGE	21	0.00				0.0000	0.00			1.0000	21.00			0.00					0.00		
400272 ONLINE INFO REPORTING MONTHLY	1	0.00				0.0000	0.00	in prior day		50.0000	50.00			0.00					0.00		
400271 ONLINE PREVIOUS DAY TRANSACTION	1,267	0.00				0.0000	0.00	waived		0.0100	12.67			0.00					0.00		
400274 ONLINE CURRENT DAY TRANSACTION	1,055	0.00				0.0000	0.00	waived		0.0100	10.55			0.00					0.00		
409999 ONLINE EVENT NOTIFICATION SMS TEXT	42	0.00				0.0000	0.00			0.1000	4.20			0.00					0.00		
409999 ONLINE EMAILED STATEMENTS	1	0.00				0.0000	0.00			0.1000	0.10			0.00					0.00		
4099																					

CITY OF WESLACO

		Total			637			Total			551			Total			574			Total			471			Total			524		
		Lone Star Bank			Plains Bank			PNC			TX National			TX Regional																	
Service Description	Wgt.	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes
1 CREDITWORTHINESS																															
a LINK TO STATEMENTS - CONFIRM	1	2	2	attached and confirms	2	2	link provided	2	2	link on website	2	2	link provided	2	2	link provided	2	2	provided	2	2	provided	2	2	provided	2	2	provided	2	2	provided
b CRA	1	2	2	satisfactory and confirms	2	2	outstanding- svc low satisfactory	2	2	outstanding	2	2	outstanding	2	2	outstanding	2	2	satisfactory	2	2	satisfactory	2	2	satisfactory	2	2	satisfactory	2	2	satisfactory
c DEBT RATINGS	3	2	6	no debt - no ratings	2	6	A/A- Fitch	2	6	A3/A- A3/BBB+	2	6	5 star Bauer	2	6	5 star Bauer	2	6	no debt nor rating	2	6	no debt nor rating	2	6	no debt nor rating	2	6	no debt nor rating	2	6	no debt nor rating
d CHANGE IN CREDIT	3	2	6	agreed	2	6	confirms	2	6	agreed	2	6	agreed	2	6	agreed	2	6	agrees	2	6	agrees	2	6	agrees	2	6	agrees	2	6	agrees
2 CUSTOMER SERVICE																															
a SATISFACTION FOR SERVICE	2	2	4	dedicated PF section - direct contacts	2	4	team for PF - liaison to bank depts	2	4	personalize frm team general and treasury	2	4	genuine service	2	4	genuine service	2	4	cell #s to all reps	2	4	cell #s to all reps	2	4	cell #s to all reps	2	4	cell #s to all reps	2	4	cell #s to all reps
b LOCAL REP SUPPORT	3	2	6	corp in McAllen - 2 banks in Weslaco	2	6	team - tracks calls	2	6	regular calls for problems, training, challenges	2	6	8 in Weslaco local	2	6	8 in Weslaco local	2	6	full staff support and PF support	2	6	full staff support and PF support	2	6	full staff support and PF support	2	6	full staff support and PF support	2	6	full staff support and PF support
c SERVICE STRUCTURE	2	2	4	local team	2	4	two local reps	2	4	team and two main reps	2	4	dedicated reps	2	4	dedicated reps	2	4	cell #s - 24/7	2	4	cell #s - 24/7	2	4	cell #s - 24/7	2	4	cell #s - 24/7	2	4	cell #s - 24/7
d HOLDING COMPANY SERVICES	1	2	2	equal services	2	2	lending	2	2	all but Brinks	2	2	TNB Bancshares - no holding co involvement	2	2	TNB Bancshares - no holding co involvement	2	2	Texas States Bankshares from Harlingen	2	2	Texas States Bankshares from Harlingen	2	2	Texas States Bankshares from Harlingen	2	2	Texas States Bankshares from Harlingen	2	2	Texas States Bankshares from Harlingen
e SUPPORT LOCAL COMMUNITY	2	2	4	bonds, various groups	2	4	ECO and CRA multiple	2	4	PNC Foundation, sponsorships and community efforts	2	4	lists several (9)	2	4	lists several (9)	2	4	Chamber, Co/C, EDC	2	4	Chamber, Co/C, EDC	2	4	Chamber, Co/C, EDC	2	4	Chamber, Co/C, EDC	2	4	Chamber, Co/C, EDC
f REGULAR MEETINGS?	3	2	6	semi-annual	1	3	bi-annually or as needed	1	3	consistent team - when needed	2	6	will establish regular meetings	1	3	will establish regular meetings	1	3	periodic and correspondence on new svcs	1	3	periodic and correspondence on new svcs	1	3	periodic and correspondence on new svcs	1	3	periodic and correspondence on new svcs	1	3	periodic and correspondence on new svcs
g ESCALATION OF PROBLEMS	2	2	4	team works with depts to solve	2	4	tracks thru software with case #s	2	4	all team members to depts, primary point of contact	2	4	talk to rep	2	4	talk to rep	2	4	direct to staff in branch	2	4	direct to staff in branch	2	4	direct to staff in branch	2	4	direct to staff in branch	2	4	direct to staff in branch
h MONITORING SERVICE	2	2	4	semi-annual meetings	3	6	tracks thru software with case #s - plus annual meet	2	4	feedback, surveys	2	4	team	2	4	team	2	4	primary rep	2	4	primary rep	2	4	primary rep	2	4	primary rep	2	4	primary rep
i NEW SERVICES?	1	1	1	none - will communicate as available	2	2	DPX payment services for check prnting	3	3	ETE payables, integrated receivables, immediate pays (Fed), integrated digital	1	1	no	1	1	no	1	1	no	1	1	no	1	1	no	1	1	no	1	1	no
j INCENTIVES OFFERED	3	2	6	waiving all fees - only incentive	3	9	12 mo wavier and \$5,000 supply CR	2	6	\$1,500 for supplies in first yr	1	3	\$2,000 for supplies & 3 scanners free	2	6	\$10,000 for supplies per contract term	2	6	diversified backups and redundant cell #s	2	6	diversified backups and redundant cell #s	2	6	diversified backups and redundant cell #s	2	6	diversified backups and redundant cell #s	2	6	diversified backups and redundant cell #s
k DISASTER SUPPORT	2	1	2	redundancy nightly and recover semi-annually	2	4	analysis and tests redundancy	2	4	full support-multiple data centers, disaster plan	2	4	recovery plan	2	4	recovery plan	2	4	recovery plan	2	4	recovery plan	2	4	recovery plan	2	4	recovery plan	2	4	recovery plan
l 3RD PARTY AUDITOR	1	2	2	yes	2	2	agrees	2	2	subject to negotiation - limit scope	2	2	agreed	2	2	agreed	2	2	yes	2	2	yes	2	2	yes	2	2	yes	2	2	yes
m AUDIT CONFIRM FEE?	1	2	2	no fee	2	2	no fee	1	1	\$20,00 per request	2	2	no fee	2	2	no fee	2	2	no fee	2	2	no fee	2	2	no fee	2	2	no fee	2	2	no fee
n SPECIAL EVENT SUPPORT	2	2	4	night drop and change provided	2	4	will support	2	4	comm deposit ATM, night drop	2	4	night deposit and change orders in 24	2	4	night deposit and change orders in 24	2	4	yes	2	4	yes	2	4	yes	2	4	yes	2	4	yes
3 REFERENCES					51			56			51			50																	
REFERENCES	1		0	Pharr, Hidalgo, Alton		0	McAllen, Donna, Port Isabel		0	Brownsville, Laredo, S Texas College		0	Edinburg, Missions, Mercedes, Elsa		0	Weslaco EDC, Falfurrias, San Benito		0													
4 AGREEMENTS																															
	2	2	4	attached but keeps right to review and propose changes if chosen	2	4	includes IntraFi ??	2	4	Att C - provided	2	4	provided	2	4	provided	2	4	ok	2	4	ok	2	4	ok	2	4	ok	2	4	ok
5 IMPLEMENTATION																															
a TIMETABLE PROVIDED	2	2	4	checklist - about 2-3 weeks	2	4	dedicated rep - doc/train	2	4	incumbent	2	4	about 2 weeks testing ACH, training - can make it if awarded by 8/4	2	4	will plan with City - less than 90 days	2	4		2	4		2	4		2	4		2	4	

		Total		537		Total		551		Total		574		Total		471				524	
		Lone Star Bank				Plains Bank		PNC				TX National		TX Regional							
Service Description		Wgt.	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes	
REQUIRED SERVICES																					
1	Account Structure				all fees waived			A- ECR to \$10M at lower FedFd limit or B-sweep to ICS - or C-peg then roll to ICS						all IB - 65% of closing 3-mo for lastday prior mo						no sweep	
a	ZBA TO SWEEP CAPABILITY	3	1	3	no sweep - interest on all CB - 4.5% 1st 6mos then 65% of 13 week - only to \$12M	1	3	yes to ICS	3	9	sweep in place - auto to MMMF	1	3	no	1	3	IB rate on all accounts				
b	SWEEP REPORTING	3	1	3	no real answer - says check online reports/transactions	2	6	from ICS online	3	9	daily report for detail and summary	1	3	no	1	3	no - interest on each account though				
c	INTEREST APPLICATION	2	2	4	separate accounts - no sweep	2	4	monthly	2	4	master	2	4	no	1	2	account				
d	ALTERNATIVES	2	1	2	no sweep - interest on all CB - 4.5% 1st 6mos then 65% of 13 week - only to \$12M	2	4	above -	2	4	hybrid with ECR then IB rate but says no balance based fee on required	1	2	IB only	1	2	no options				
e	IB/MMA RATE BASIS	1	1	1	no sweep - interest on all CB - 4.5% 1st 6mos then 65% of 13 week - only to \$12M	2	2	lower of FedFds - for ICS lower minus 0.10 bps	2	2	managed	1	1	all IB - 65% of closing 3-mo for prior mo - CAP 3.5%	2	2	managed				
f	PROSPECTUS	2	0	0	none - no sweep	0	0	not applicable	0	0	PNC Nassau Sweep and MMDA Sweep options	1	2	all IB - 65% of closing 3-mo for prior mo - CAP 3.5%	0	0	no sweep				
g	SWEEP LAST TRANSACTION	1	1	1	by 10:30 to transfer to/for ICS	1	1	held in bank then swept next day	2	2	EOD	1	1	n/a	1	1	no sweep				
h	ICS AND CDARS	2	2	4	yes - doesn't say which one	2	4	yes both	0	0	currently not	1	2	CDARS	0	0	no				
i	NEW ACCOUNTS	2	2	4	agreed	2	4	agreed	2	4	agreed	2	4	agreed	2	4	agrees				
j	NEW SERVICES	3	0	0	none	0	0	none	1	3	negotiated at time - eager to show	2	6	agreed	0	0	none				
k	BALANCE BASED FEE	3	3	9	all waived	3	9	no	1	3	yes	3	9	no	3	9	no fee				
l	RATES	3	2	6	4.50% fixed first 6 mos then 65% of 13-week bill from prior mo auction	2	6	ECR plus ICS	2	6		1	3	only IB	1	3	rate review at each of each contract erm				
	ECR				waived fees			lower range offFedFds range now 5%			1.65%									1%	
	IB				4.5% proposed 1 take over \$30M or goes to managed rate - floor 0.10% and cap 3.50% on floating rates						4.15%			3.46%			IB lesser of 3.5% or 3-mo plus 0.20%				
	MMA				ICS at 4.95% not sweep less 20bps			4.90%			4.90%									3.50%	
	SWEEPS				ICS at 4.95% not sweep less 20bps 4.75			4.9% ICS			4.85%									3.50%	
2	Automation					37			43			46			40					29	
a	LINK	3	1	3	no link - will demo on Webex	2	6	link provided	2	6	Pinnacle - City has it - will demo further as well as mobile	2	6	no link - can demo-screen samples given - as well as mobile	2	6	link and can do live				
b	ONLINE SERVICES	2	2	4	detail, transfer, stops, PP, ACH	2	4	reports/transfers/pays/admin/mobile	2	4	listed in Treasury attachment	2	4	balances, detail, transfers, bill pay, ACH, wires, stops PP, remote, approvals	2	4	online ACH/stops/transfers/reports download to CSV/transfers				
c	HISTORIC INFO	3	3	9	from start of contract	3	9	18 months - statements 7 yrs	3	9	images, returns, transactions	3	9	statements and check images	3	9	7 years				
d	CUSTOMIZATION	2	1	2	special handling thru Jack Henry (?)	1	2	programmers will help - not online for City	3	6	City creates custom, accts grps, time range	2	4	customize by date/type/\$orig then pdf	0	0	available for download - no answer				
e	PRIOR DAY INFO	3	2	6	opening - intra-day real-time	2	6	SAM, ee and ACH real time	2	6	4:00AM, wires and crrnt by 11:00- notices by 4:00AM	2	6	7AM then real time	2	6	both real time				
f	RETENTION SCHEDULE	3	2	6	10 yrs checks, slip, items - statements 3 yrs	2	6	18 months - statements 7 yrs	2	6	2 years	2	6	18 months	2	6	7 year on images - statements 7 yrs				
g	OFF-SITE	2	2	4	nightly off-site	2	4	alternative delivery by email or file share	2	4	multiple centers	2	4	disaster recovery plan in place	1	2	banking center will handle				
h	SECURITY PROTOCOL	3	3	9	City as administrator	3	9	City admin - rec dual - 1st time authentication	3	9	Security Trustee Rapport software as tool download, multiple levels of security, customize by user, dept, \$, type	3	9	approvals/limits/tokens/passwords	3	9	authentication, token and password - dual recommended for transfers and wires				
i	SECURITY CONTROL	3	3	9	City as administrator - new users need bank	3	9	authentication/suspicious acts/secire message/encryption	3	9	levels for dual on operations, templates and batch approval	1	3	by bank	1	3	bank will be administrator - will need doc				
j	TECH SUPPORT HOURS	2	2	4	8-5:30 through team not IT	2	4	8 to 5:30	2	4	no real answer gives access times- assuming regular open hours	2	4	8 to 6 M-F, Sat 9-1 - training available	2	4	8-6:00 and Sat 8-12				
k	WHAT IS IMAGED	2	2	4	paid chks,slips, items, returns, statements, ACH, wire notices	2	4	paid checks/slips/items - 1 yr on remote	2	4	cecks, slips, statements, items	2	4	all items - 18 months	2	4	all items and online				
l	EVENT ALERT PROCESS	2	3	6	email text or online	3	6	email or text or both set by City	3	6	customize by City text or online	3	6	email and text	2	4	emailed				
m	LIST OF ERP	1	0	0	no answer says reports downloadable only see balances and history no treasury functions	0	0	not tracked	3	3	10 ERPs listed	1	1	CSV, pdf, Quicken	0	0	none				
n	MOBILE SERVICES	1	1	1		3	3	all transactions - security with ID	2	2	talks re safety not services	1	1	provider, no service description	2	2	approvals ACH/wires, secure only on retail with alerts, expense categories, spend alerts				
o	CASH FORECASTING	1	0	0	team will help - not online	1	1	basic tool	3	3	module with AI	0	0	none	0	0					
3	DEPOSITS AND COLLECTION					67			73			81			67					59	
a	CUTOFF	3	3	9	6pm	3	9	branch same day to 6PM from armored car	2	6	3:00PM	2	6	9-4:30 M-Th, Fri 9-6, Sat 9-1, plus night	3	9	6:00PM				
b	BRANCH SERVICES DEPOSIT	3	2	6	yes	2	6	at all branches	2	6	yes, Weslaco Expressway and 2 ATMs	2	6	yes at any location	2	6	all locations				
c	VAULT REQUIRED	2	2	4	no	2	4	not required - offered	2	4	no- cash and checks in same bag- may have to separate for night drop	2	4	no	2	4	no				
d	E-RECEIVABLES	1	0	0	remote and lockbox only	1	1	e-lockbox(bill-pay)	3	3	eLockbox, printmail	0	0	none	0	0	not offered				
e	ADVICES	2	2	4	usps OR CAN ONLINE	2	4	return in bag - also online	2	4	CR/DR reporting, same and prior day	2	4	same day at branch	2	4	next day online				
f	WHAT IMAGES ON LINE	1	2	2	next day	2	2	paid check, slips, items, lockbox, remote rpt	2	2	online current and prior-retained 60 days onintegrated reec. Could get CD	2	2	check and deposit online next day, mo CD or download	2	2	paid checks, items, slips next day				
g	DISCREPANCIES	1	2	2	OTC only	2	2	email on remote, notice by email	2	2	notify and adjust all	1	1	bank can process as it or City calls	2	2	errors corrected next day - no decision				
h	RETURN ADVICE	2	2	4	email of returned then log on to fix	2	4	EOD for returns	2	4	reporting	2	4	email same day	2	4	mail with copy USPS - info online				
i	RETURN CHECK RETURNS	1	2	2	notice mailed	2	2	reason included with reclear options	3	3	online with options check return	2	2	notice with image	2	2	advice notice mailed and reason - City then decides				
j	BAG TYPES	2	3	6	tamper evident - provided by bank	2	4	tamper proof or locking - at cost to City	2	4	security tamper proof bag	2	4	plastic - available at cost	2	4	traditional lock and zip available free other order thru bank				
k	LOCATION TRACKING	1	2	2	put on deposit slips	2	2	print on deposit slips	3	3	deposit carries location # and is reported within DDA statement	0	0	no	0	0	no answer				
l	CHANGE ORDER ADVANCE INFO	2	2	4	at bank or online but if "sizeable" not defined	2	4	branch and vault online same or next day	2	4	1 day unless large (?)	2	4	large \$\$ 24-48 - call into bank for next day	1	2	2-day advance to bank				
m	BANK LOCATIONS	2	3	6	2 in Weslaco	3	6	one in Weslaco and one within 5 miles	3	6	Weslaco Expressway Branch and Weslaco 105	3	6	Weslaco and Mercedes	3	6	one in weslaco, edinburg, fallfurrias, mission, san benoit				
n	FRADULENT CHECK RECOVERY	2	2	4	bank will report it and return to orig bank	2	4	dept will help - built in	2	4	PP and recon	2	4	multiple systems' and alerts	2	4	dedicated fraud dept				
o	REMOTE CAPABILITIES	3	2	6	Office Banker	2	6	yes with image archive 12 months	2	6	Deposit ON-Site	2	6	available with confirm email after deposit	2	6	has it				
p	EQUIPMENT NEEDS	3	3	9	2 free scanners	2	6	lease offered on several types - no costs stated	1	3	bank certified scanner - buy through bank	2	6	pannini	2	6	\$40 monthly fee thru AA - equipment provided				
q	FINAL CUTOFF	3	3	9	9PM	2	6	6:00PM	3	9	9:00PM	2	6	4:00PM	2	6				5:30	
r	BATCH REPORT	1	2	2	provided	2	2	provided	2	2	okay	2	2	okay - 18 months online	3	3	ok				
s	CURRENT SCANNER	0	1	0	Epsons	1	0	several available for lease or City purchase	1	0	two free	3	0	3 free	0	0					
t	PROVIDE SCANNER	3	3	9	2 free scanners	0	0	lease offered on several types - no costs stated	3	9	offering 2 scanners	3	9	3 free	3	9	yes				
						90			74			84			76					79	

		Total			537			Total			551			Total			574			Total			471			Total			524		
		Lone Star Bank			Plains Bank			PNC			TX National			TX Regional																	
Service Description		Wgt.	Points	Score	Notes			Points	Score	Notes			Points	Score	Notes			Points	Score	Notes			Points	Score	Notes						
4 DISBURSEMENTS																															
a	INTRA-DAY INFO	3	2	6	periodically thru day - back to bgin of contract			2	6	online real time - available 18 mos			2	6	standard Fed clearing			2	6	real time - image next day			2	6	daily available real time - 7 years						
b	FREE CHECKING	2	2	4	all			2	4	yes			2	4	agrees			2	4	agreed			2	4	agreed						
c	POSITIVE PAY - PAYEE	3	2	6	yes			2	6	yes			2	6	yes			2	6	yes			2	6	yes						
d	E-PAYABLES	3	1	3	purchasing card			3	9	integrated through FIS, card also			3	9	ePayments and Zelle			0	0	no			2	6	lockbox and eLocbox						
e	VIRTUAL CARDS CAPABILITY	1	0	0	purchasing card			0	0	talks re comm card			1	1	says yes but not clear			0	0	no			0	0	no						
f	COMMERCIAL CARD PROGRAM	2	3	6	OneCard Solution Visa - rebate @\$1M			2	4	Elan - T&E or purchasing			2	4	T&E or purchasing, Visa, Activepay, City controls, limits - no mention of rebate			2	4	business Cr/DR cards			2	4	available						
					25			29			30			20			26														
5 STOP PAYMENTS																															
a	TIME PERIODS AVAILABLE	2	2	4	180 days			2	4	6 months			3	6	one year			2	4	at branch or phone 8-5, can do online			2	4	6 months						
b	EXTENSION/RENEWAL	2	0	0	need new one - no renewal/extension			0	0	create new for 6 months			0	0	new manual addition			0	0	6 months			2	4	online extend - renew by email bank						
c	HOW TO EXTEND	2	0	0	n/a need new one			0	0	new one required - just repeat			0	0	new one online			0	0	call branch or online - new			2	4	email						
d	STO PPAY THRU PP	2	2	4	upload file troug PP			2	4	yes as void			2	4	yes on file as void			2	4	voided on file			2	4	online set as void						
e	DEADLINE SAME DAY	2	2	4	9PM			2	4	6:00PM			2	4	Full recon			2	4	online			2	4	4:00PM						
f	INFO ONLINE?	2	2	4	active stops, date #, \$ and expiration date			2	4	online full info on stop			2	4	yes noted online			2	4	payee, date, \$, check # and reason			2	4	any stop previously inpu online						
g	VERIFICATION OF CLEARING	3	3	9	yes			3	9	yes			3	9	City should review - shows reject if already paid			0	0	City must search			3	9	yes						
6 RECON AND PP																															
a	TRANSMISSION	2	2	4	file upload			2	4	online - recommends dual control - separate file SFTP or FTP may have extra fee			2	4	same day before 9PM - can do intra-day			2	4	file			2	4	CSV format or online						
b	MANUAL CHECKS PP	2	2	4	yes but how not defined			2	4	yes - dual recommended			2	4	online			2	4	online -			2	4	yes						
c	ALL ONLINE?	3	2	6	yes, notification			2	6	image also			2	6	all			2	6	yes			2	6	exceptions emailed						
d	TIME RECEIVED	3	3	9	7AM			2	6	1:00:00 AM but available by 9AM			2	6	all online - receive by 10AM - email alert			2	6	email by 8AMnoon			1	3	8:00AM						
e	TIME FOR EXCEPTIONS	2	3	6	3PM			2	4	2:00			3	6	2:00PM			2	4	noon			1	2	11:00AM						
f	SCRUB	2	1	2	no - City pays then informs bank team			1	2	no			2	4	MICR codes and misreads			2	4	all verified			2	4	yes						
g	OTC VERIFICATION	3	2	6	yes			2	6	yes			2	6	yes all			2	6	yes			2	6	not checked at Teller but City will "not be liable for transaction"						
h	PARTIAL AND FULL RECON	1	2	2	can download - full is all checks submitted and cleared			3	3	full info on Full			3	3	standard			1	1	partial only			1	1	says available online no details						
7 TRANSFERS AND WIRES																															
a	PROCESS ONLINE	2	2	4	yes			2	4	online or direct request with PIN			2	4	online, phone thru Pinnacle			2	4	online			2	4	all online						
b	ONLINE MONITORING	2	2	4	alerts			3	6	real time on line - email notification available			3	6	yes by status online if initiated online - otherwise emailed			1	2	not available - notifications by email			3	6	yes monitor and notices						
c	TEMPLATES	2	2	4	yes			2	4	yes			2	4	yes with standard available - dual control required			2	4	yes			2	4	yes no fee						
d	SECURITY PROTOCOLS	3	2	6	log on and Pin and token - can set up dual			3	9	dual required with token			3	9	dual and City assigns			1	3	City can authorize but done by bank			2	6	reptitive authentications - no note on dual						
e	FUTURE DATING	2	2	4	3 days			2	4	no limit			1	2	no real answer - shows deadlines			2	4	no limit			2	4	2 days						
f	INTERNATIONAL AND DOMESTIC	1	1	1	domestic only online - int'l requires signed doc			3	3	in USD			3	3	yes same dept			3	3	yes			3	3	yes						
g	REPORTING DETAIL	2	2	4	sender/receivor			3	6	full Fed reference			3	6	sum/dayail, future audit FX rates			3	6	email notice with full info			2	4	reports online and notification						
h	MOBILE ACCESS	2	1	2	only through web browser			0	0	not on mobile			2	4	approvals and decisions and says other but not defined			2	4	approve or review only			2	4	on mbile view and approve						
i	CUTOFFS	2	3	6	5PM			3	6	domestic 3:30, int'l 3:00 - online 5:00PM			3	6	basically 5:42			3	6	3PM			3	6	3PM						
j	BOOK DR/CR	2	2	4	same as wire			2	4	real time online			2	4	like wires, templates			2	4	CR post immediately - DR memo post for next day			2	4	download cpability						
k	LEDGER BALANCE USE	1	1	1	collected			1	1	collected			2	2	collected but managed - wire roll-over available			1	1	collected			1	1	collected						
l	INTERNAL ACCOUNT TRANSFERS	3	2	6	yes			2	6	yes if it is City requirements - dual			2	6	origination services between accounts same day			2	6	online real time			2	6	online no fee						
8 ACH																															
a	TRANSMISSION - SINGLE AND FILE	3	2	6	yes			2	6	templates, file upload or direct send			2	6	transmission or other means or online			2	6	both available			2	6	yes						
b	SAME, ONE AND TWO DAY	2	3	6	yes			3	6	yes			3	6	all			3	6	all plus future - 3:00PM deadline			3	6	yes						
c	INITIATION OR SETTLEMENT	3	3	9	memo post on initiation - debit on settlement			3	9	City will chose			3	9	settlement			1	3	initiation			3	9	settlement						
d	ACH RETURNS PROCESS	2	2	4	notice online or mailed			2	4	charge back to acct			3	6	summary on day and debit to acct, can go to other acct, auto redeposit avaiable			2	4	email from bank advises			2	4	return to debited acct - notic emailed						
e	FUTURE DATING	2	2	4	10 days			2	4	yes - no time given			2	4	365 days			2	4	14 days			2	4	one month						
f	FILTERS AND BLOCKS	3	2	6	blocks, filter IS, name,amt range			2	6	amt, max \$, company or ACHPP			2	6	amt, max \$, company or ACHPP			2	6	block, company on filter			2	6	block and company filter						
g	REVERSES AND DELETIONS	3	2	6	file delete			2	6	best effort			2	6	if not released			2	6	reversal within 5 days			2	6	online						
h	ADDENDA	2	1	2	only online for CCD transactions - otherwise ask banker			3	6	limited EDI on statements - EDI is optional service			3	6	two lines or then goes to EDI report			1	2	entire online not on reports			3	6	EDI reports online						
i	FRAUD PROTECTION	1	1	1	recommends PP			2	2	filters			2	2	authentication, verify files, special reports module, ACH summary reports			2	2	NACHA and ACH PP			2	2	dedicated fraud dept						
9 SAFEKEEPING																															
a	PROVIDED SERVICE	2	2	4	uses FHLB - at COST TO CITY			2	4	thru Wealth Mgmt/Trust - BNY no onlinebut monitoring - plans to implement 2023			2	4	yes PNC			0	0	service not available			2	4	yes						
b	AUTOMATED SYSTEM	1	2	2	yes - see FHLB Guide			2	2				3	3	input online or email, dual not required			0	0	service not available			2	2	FHLB - dual required						
c	ONLINE MONITORING	2	2	4	yes FHLB			2	4	monitor only			3	6	yes portal-confirms, advices, statements, daily extracts			0	0	service not available			2	4	no monitoring - reort at mo-end						
d	ACCESS TO HOLDINGS	1	2	2	FHLB Guide			2	2	updated monthly			3	3	yes portal			0	0	service not available			2	2	report						
e	CORRESPONDENT USE	3	2	6	Guide			2	6	BNY thru Plains			2	6	no correspondent			0	0	service not available			2	6	no fee						
f	CHARGE CATEGORIES	2	2	4	attached			2	4	added to fee tab			2	4	given			0	0	service not available			2	4	yes at rate and mo-end from bank						
g	HARD CHARGE OR AA	2	2	4	hard charge to City directly			2	4	hard direct debit			2	4	AA			0	0	service not available			3	6	no fee						
h	NOTIFICATIONS	1	2	2	Guide			2	2	bank issues s/k receipt after BNY notice			2	2	on portal next day			0	0	service not available			2	2	yes at rate and mo-end from bank						
i	INSTRUCTION TIME LIMITS	1	2	2	Guide			2	2	10:00AM same day trans			2	2				0	0	service not available			2	2	4PM						
10 COLLATERAL																															
					they can use LOC and cost at >\$30M will be passed on to city - 48 hour notification required			aggregate collateral apers to be top \$10M			CURRENT PAR-TOPAR AGREEMENT!! - says they require this stay									waiving fees if balance kept above \$2M, under then flat dee of \$1,000/month											
a	CONFIRMATION OF CONDITIONS	3	1	3	\$12M basis - may be LOC - no marked - CONTROL SHARED WITH CITY - wants prompt response on releases			1	3	aggregate max \$10M collateral			0	0	CURRENT PAR-TOPAR AGREEMENT!! - says they require this stay, says they follow general rules of PFCA			3	9	agrees to all conditions			3	9	all accepted						
b	CUSTODIAN?	3	2	6	FHLB			2	6	Fed			2	6	FRB			2	6	Frost Bank			2	6	FHLB Dallas						
c	BLANKET APPROVAL SUBS	3	3	9	not needed - will request			3	9	doc from City			1	3	yes			1	3	yes			3	9	yes						
d	REPORTS FROM CUSTODIAN?	3	2	6	reports monthly			2	6	monthly email or USPS			2	6	FRB monthly			2	6	monthly report from bank by 5th			2	6	yes						
					24			24			15			24			30														

	Total	537	Total	551	Total	574	Total	471	Total	524
	Lone Star Bank	Plains Bank	PNC	TX National	TX Regional					
Service Description	Wgt.	Points	Score	Notes	Points	Score	Notes	Points	Score	Notes
11 ACCOUNT ANALYSIS				account analysis fees waived but not safekeeping						
a WHEN AVAILABLE	2	2	4	can send but no fees	2	4	9th bus day - charges on 15th	2	4	10 days
b ONLINE HOW LONG	2	2	4	3 years	2	4	7 years	2	4	18 months
c SAMPLE	1	2	2	given	2	2	provided	2	2	ok
12 STATEMENTS										
a WHEN AVAILABLE	2	2	4	first day	2	4	1-3 days	2	4	1-2 days
b ONLINE HOW LONG	2	2	4	3 years	2	4	7 years	2	4	18 months
c SAMPLE	1	2	2	okay	2	2	provided	2	2	ok
13 ACCOUNT REPRESENTATIVE										
a CONTACT MEETINGS	2	2	4	PF Liaison	2	4	local reps and meet bi-annually	2	4	as required by City
b NAME AND TITLE	2	2	4	Vanessa Ochoa	2	4	Jesse Santana	2	4	Alex Meade
14 OVERDRAFTS										
a AGGREGATION?	1	2	2	if City can cover in aggregate	2	2	acct level but considered in aggregate	1	1	yes
b RATE BASIS	1	2	2	waived	2	2	only on o/n prime + 3.5%	1	1	n/a
15 COMPANY BANKING										
a AVAILABLE	1	1	1	no program but checking and savings accounts	2	2	Bank at Work	1	1	no program but available
b BENEFITS	1	2	2	no program but checking and savings accounts	2	2	some perks	2	2	standard account holder
TOTAL POINTS			537			551			471	524
ADDITIONAL SERVICES							Acct Verification (AVS) Integrated payables Cash Logistics tracking			merchant services

COMBINED FINANCIAL ANALYSIS
CITY OF WESLACO (WITHOUT CUSTODY FEES)

	Lone Star Bank		Plains Bank		PNC		TX National		TX Regional	
Bank Service Scores	537		551		574		471		524	
	<i>waiving fees</i>						<i>waiving fees</i>		<i>waiving fees</i>	
Proposed Gross Bank Fees/Mo	0		2,504		2,543		0		40	
Incentive Impact										
Scanner cost										
Supplies*			5,000		1,500		2,000		10,000	
Scanners	1,200				1,200		1,800			
Waived Fees			30,044							
Total Incentive Value	1,200		35,044		2,700		3,800		10,000	
Per year cost 1st year	-1,200		-5,000		27,812		-3,800		-9,520	
2nd year	0		30,044		30,512		0		480	
3rd year	0		30,044		30,512		0		480	
4th year	0		30,044		30,512		0		-10,000	
5h year	0		30,044		30,512		0		480	
Avg Mo Cost (over 5 years)	-20		1,920		2,498		-63		-301	
	<i>cap at 3.5% if not ICS</i>		<i>sweep to ICS -lower range FDFD</i>		<i>sweep to MMMF/hybrid 4.65%</i>		<i>all IB</i>		<i>all IB</i>	
Rates	<i>4.5% first 6 mos then 65% of 3mo</i>									
ECR			5.00%		1.65%				1.00%	
Interest Bearing	4.50%		4.90%		4.15%		3.50%		3.50%	
Money Market Account	4.75%		4.90%		4.90%				3.50%	
Sweeps			4.90%		4.65%					
	<i>ICS is rate-20bps</i>									
Avg Balance	12,148,251		12,148,251		12,148,251		12,148,251		12,148,251	
Estimated Target Balance										
	<i>assumes \$12M</i>		<i>max collateral \$0M</i>							
Compensating Balance Basis										
Mo. Comp Balance Req.	12,148,251		0		0		12,148,251		12,148,251	
Balance Avail for Invest	0		12,148,251		12,148,251					
Mo Earnings in Interest Bearing Accts	0		49,605		42,013		0		0	
Fee Basis										
Fee per Month	-20		1,920		2,498		-63		-301	
Balance for Earnings	12,148,271		12,146,331		12,145,753		12,148,314		12,148,552	
Mo Earnings in Interest Bearing per Month	45,556		49,598		49,595		0		35,433	
Mo Earnings at MMA rated			49,598		47,065		0		0	
Mo Earnings at Sweep					47,065					
Incentives Offered	<i>deposit bags free</i>		<i>first 12 months waived</i>		<i>\$1,500 in 1st yr for supplies</i>		<i>\$2,000 for supplies</i>		<i>\$10,000 for supplies at start of each contract term</i>	
	<i>2 free scanners</i>		<i>\$5,000 supply allowance</i>		<i>2 scanners</i>		<i>3 scanners</i>		<i>scanners provided - assume 2</i>	
							<i>all IB cap of 3.5%</i>			

<i>Simplified example</i>					
<i>Fees</i>	-20	1,920	2,498	-63	-301
balance required					
<i>IB rate</i>					
<i>MMA rate</i>					
<i>Sweep rate</i>					
<i>Balance anticipated</i>	12,148,251	12,148,251	12,148,251	12,148,251	12,148,251
<i>Earnings on balance anticipated</i>					
IB	0	0	0	0	0
MMA	0	0	0	0	0
Sweep	0	0	0	0	0
Net Earnings in Different Accts					
IB					
MMA					
Sweep					



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6853	
From:			
Subject: Discussion and consideration to approve Ordinance 2023-37, adopting the City of Weslaco's budget appropriations for Fiscal Year 2023-2024 commencing October 1, 2023 and ending September 30, 2024 and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. First reading of Ordinance 2023-37. Possible action. (Staffed by Finance Department.)			
Background: Local Government Code Chapter 102.007 requires taking action on the proposed budget after conducting a Public Hearing. A public hearing was scheduled and held at the beginning of this meeting.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading 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: The Public hearing notice was published in the Advance News Journal on August 24, 2022.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Finance Department.			
Staff Recommendation: Staff recommends approving the Ordinance and accepting and filing the Proposed Budget for FY2023-24			
Attachments, if any: 090523 FY 2024 Budget Adoption O2023-37 (1), EXHIBIT A - FY 2024 PROPOSED BUDGET, O2023-37 FY 2024 Budget Adoption			
Responsibilities upon Approval: The budget is filed with the City Secretary's office as per Local Government Code Sec. 102.008 and posted on the City's website.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: August 31, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: FY 2024 Budget Adoption 02023-37

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The City annually prepares a budget to cover the proposed expenditures to provide services to its citizens. The City Manager, as budget officer, makes certain that a balance budget is presented for approval.

Local Government Code (LGC) Chapter 102.006 calls for a public hearing to be held prior to adoption of the proposed budget and the City has met this element of the law. LGC Section 102.007 states that "at the conclusion of the public hearing, the governing body of the municipality shall take action on the proposed budget."

The City Manager here forth presents for filing the City of Weslaco's proposed budget for adoption and filing with City Secretary as set for on LGC Chapter 102 Sec.102.008 (1) and posting on its web site as per Sec. 102.008 (2).

Staff recommends approval of Ordinance 2023-37 for the Fiscal Year 2023-2024 Budget.



CITY OF **WESLACO**

FY 2023-2024 PROPOSED BUDGET

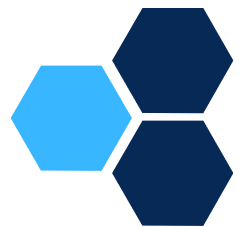


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CITY OF WESLACO

ANNUAL OPERATING BUDGET

FOR FISCAL YEAR 2023-2024

This budget will raise more revenue from property taxes than last year's budget by an amount of \$**2,705,670**, which is a **17.58% increase** from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is **\$662,293**

The members of the City Commission voted on the budget as follows:

Date: September 5th first reading

Time: 5:30 p.m.

Vote Type: Record vote to adopt 2023-2024 Budget

Description: Approval of Ordinance adopting the City of Weslaco's budget appropriation for the fiscal year October 1, 2023 to September 30, 2024.

Result:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparisons

	FY 2023-2024	FY 2022-2023
Property Tax Rate	\$0.6967 per \$100	\$0.6967 per \$100
No-New-Revenue Tax Rate	\$0.6134 per \$100	\$0.6177 per \$100
No-New-Revenue M&O Tax Rate	\$0.4101 per \$100	\$0.4509 per \$100
Voter-Approval Tax Rate	\$0.6971 per \$100	\$0.6990 per \$100
Debt Rate	\$0.2511 per \$100	\$0.2324 per \$100

The total amount of municipal debt obligation secured by property taxes for the City of Weslaco is \$43,931,000. Total amount of outstanding debt obligations considered self-supporting is \$37,620,000. Self-supporting is currently secured by water/wastewater revenues. In the event such amounts are insufficient to pay debt service, the City will be requested to assess an ad valorem tax to pay such obligations.



**Mayor
David Suarez**



City Commission



**At-Large
Commissioner
Israel Gonzalez Jr.**



**At-Large
Commissioner
Greg Kerr**



**District 1
Commissioner
Josh Pedraza**



**District 2
Commissioner
Letty Lopez**



**District 3
Commissioner
JP Rodriguez**



**District 4
Commissioner
Adrian Farias**

Administrative Officials

City Manager

Martin Garza

***Assistant City Manager/
Airport Director***

Andrew Muñoz

City Secretary

Norma A. Cantu

City Engineer Director

Alberto J. Aldaña

Planning/Code Enforcement Director

Rebekah De La Fuente

Finance Director

Rosalinda Cavazos

Public Works Director

David Arce

Human Resources Director

Luz Galindo

Information Technology Director

J. Martin Vela

Parks & Recreation Director

Omar Rodriguez

Chief of Police

Joel Rivera

Fire Chief

Antonio Lopez Jr.

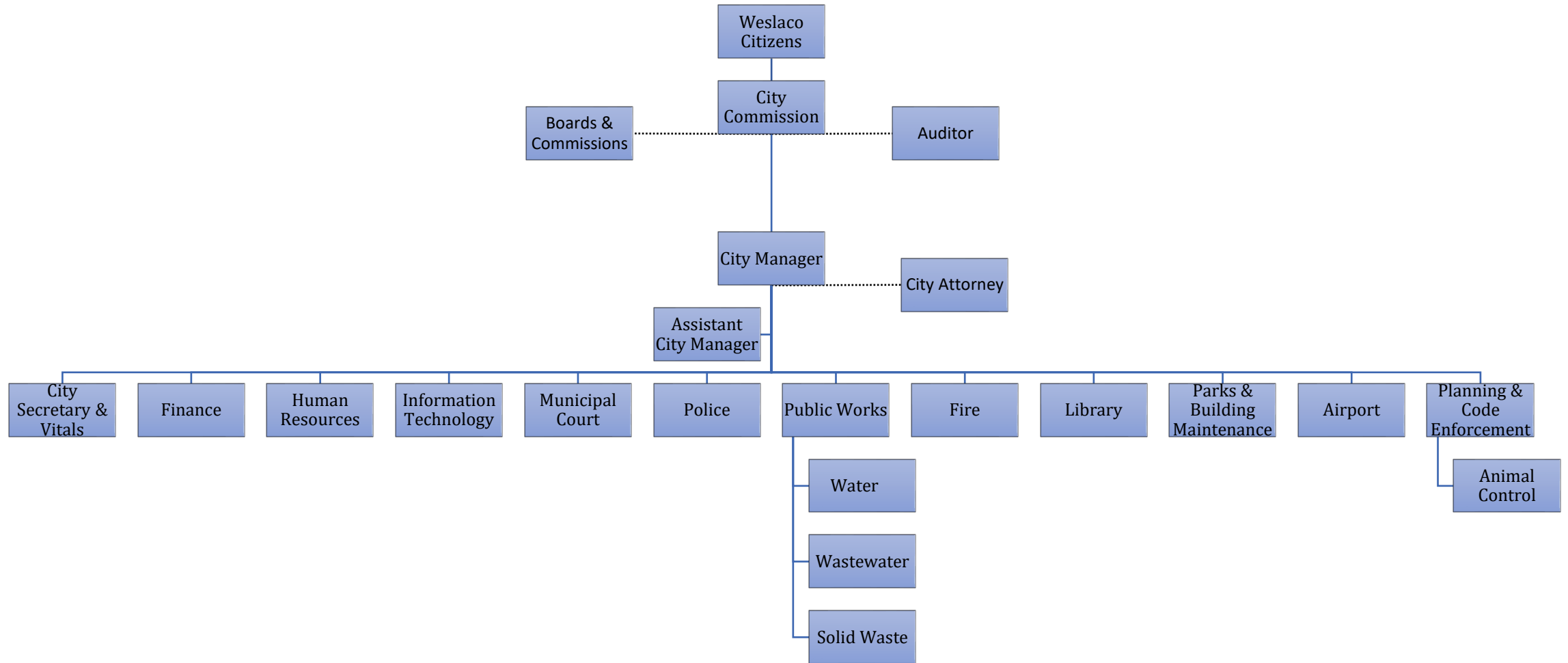
Library Director

Arnold Becho

Municipal Court Administrator

Rosa Huerta

Organizational Chart



GENERAL FUND

	History		Current				Proposed
GENERAL FUND SUMMARY	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALANCE		8,405,677	11,750,590	11,750,590		11,750,590	11,868,847
REVENUE SUMMARY							
Taxes	24,608,554	26,587,076	24,983,503	26,957,227	22,930,959	27,465,761	27,807,023
Licenses and Permits	794,183	869,148	751,800	922,300	818,954	983,171	785,000
Intergovernmental Revenue	3,338,079	2,845,541	1,558,367	2,130,379	1,726,398	1,999,282	1,561,344
Charges for Services	2,210,531	2,436,135	2,298,130	2,370,130	2,007,234	2,458,504	2,564,000
Fines and Forfeitures	456,675	527,754	624,058	624,060	433,848	528,551	491,510
Rev from Use of Money	37,778	112,975	22,000	445,000	440,919	554,388	508,244
Other Income	2,190,561	1,776,072	1,770,561	1,770,561	1,117,921	1,740,561	2,891,871
Miscellaneous Revenue	191,129	137,786	127,520	159,771	262,158	197,653	150,517
*** TOTAL REVENUES ***	33,827,489	35,292,486	32,135,939	35,379,428	29,738,390	35,927,870	36,759,509
TOTAL AVAILABLE RESOURCES	33,827,489	43,698,163	43,886,529	47,130,018	29,738,390	47,678,460	48,628,356
EXPENDITURE SUMMARY							
City Commission	81,880	271,120	223,746	223,821	187,600	233,024	230,246
City Manager	429,825	453,503	530,662	555,315	449,986	564,443	552,186
City Secretary	356,969	365,123	439,865	444,526	328,627	399,232	500,748
Finance	845,652	780,619	824,473	829,309	668,946	736,176	839,144
Human Resources	282,221	326,280	406,828	407,701	311,551	392,873	321,661
Building Maintenance	755,143	740,600	885,602	912,602	739,026	889,411	1,077,229
Information Technology	878,695	879,763	1,001,066	1,002,394	789,675	970,244	1,009,071
Municipal Court	261,139	271,694	282,646	293,331	238,189	288,472	291,099
Law	315,777	373,178	291,500	411,500	326,444	410,000	305,000
Other General Expenditures	3,904,826	729,084	951,110	961,110	800,099	980,090	981,110
Police	9,249,281	9,455,521	9,853,856	10,758,318	8,896,436	10,916,029	11,264,887
Fire	7,178,710	8,010,403	7,025,042	7,719,981	6,885,294	8,259,335	8,623,883
Emergency Medical Services	262,958	389,609	374,225	376,425	324,656	389,116	532,516
Emergency Management	152,106	41,292	50,139	55,294	30,824	49,287	51,093
Animal Control	-	-	-	370,734	343,390	428,545	476,531
Public Works-Admin	334,749	335,838	397,429	398,562	221,657	291,403	379,628
Streets	1,252,958	1,285,722	1,444,665	1,512,665	1,509,011	1,807,859	1,958,036
Drain Ditch Maintenance	699,866	721,913	1,236,178	1,237,678	861,012	1,376,985	1,107,182
Fleet Maintenance	291,149	313,558	372,992	372,992	310,559	381,086	427,980
Engineering	343,322	370,444	477,397	502,830	371,369	452,165	533,668
Parks & Recreation	586,897	792,980	977,209	1,034,410	847,549	1,040,892	1,417,037
Library	869,715	889,561	927,783	930,142	708,317	888,307	974,566
Planning and Code Enforcement	1,078,728	1,182,222	1,241,043	937,437	733,263	904,644	905,530
Debt Service	176,723	176,853	275,470	275,470	210,469	210,469	506,486
Transfers Out-Bad Debt	-	1,679	-	-	-	-	-
General Fixed Assets	2,131,774	1,253,831	-	-	-	-	-
TOTAL OPERATING EXPENDITURES	32,721,063	30,412,390	30,490,926	32,524,547	27,093,948	33,260,089	35,266,518
TRANSFERS OUT							
121-Economic Incentives	1,579,307	704,784	379,525	379,525	284,644	379,525	200,000
415-FD Eq. Replacement	186,880	281,117	300,000	300,000	251,912	300,000	337,500
410-Capital Improv. Program	2,509,000	550,000	550,000	1,050,000	412,500	1,050,000	550,000
416-Drainage	100,000	-	-	-	-	-	-
550-Airport	380,000	250,000	250,000	265,000	187,500	820,000	250,000
***TOTAL TRANSFERS OUT	4,755,187	1,785,901	1,479,525	1,994,525	1,136,555	2,549,525	1,337,500
*** TOTAL EXPENDITURES ***	37,476,249	32,198,291	31,970,451	34,519,072	28,230,504	35,809,614	36,604,018
ENDING FUND BALANCE	8,405,677	11,750,590	11,916,078	12,610,946		11,868,847	12,024,338

General Fund

General Fund		History		Current				Proposed
REVENUES		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-4000-401100	CURRENT ADVALOREM TAX	9,846,042	10,485,261	10,528,688	10,528,688	10,326,902	10,419,063	10,802,023
101-4000-401130	SPECIAL INVENTORY	40	-	-	-	-	-	-
101-4000-401140	ADVALOREM TAX SUPPL	-	10,888	-	-	329	-	-
101-4000-401200	DELINQ ADVALOREM TAX	274,487	274,482	344,311	344,311	183,746	255,819	250,000
101-4000-401900	INT & PENALTY ON TAXES	231,346	253,809	249,349	249,349	132,851	196,276	200,000
Property taxes Total:		10,351,915	11,024,439	11,122,348	11,122,348	10,643,829	10,871,157	11,252,023
101-4000-413000	SALES TAX	12,292,524	13,589,177	12,034,500	13,928,907	10,901,073	14,703,707	14,700,000
101-4000-413200	ALCOHOLIC BEV TAX	103,521	123,211	110,000	130,000	104,482	153,385	130,000
101-4000-413220	BINGO TAX	19,461	17,479	15,000	15,000	8,607	17,214	15,000
101-4000-414010	FRANCHISE AEP	878,957	928,072	825,000	825,000	552,309	827,392	850,000
101-4000-414020	MAGIC VALLEY ELEC	272,472	320,924	278,405	379,722	379,722	379,722	350,000
101-4000-414100	FRANCHISE TEXAS GAS SERVICE	89,353	133,306	97,000	145,000	147,186	144,690	145,000
101-4000-414200	FRANCHISE GTE/ VERIZON	21,007	18,024	45,450	45,450	11,901	16,397	15,000
101-4000-414300	FRANCHISE TIME WARNER CABLE	331,125	338,136	310,000	310,000	154,863	309,726	310,000
101-4000-414500	ALLIED WASTE MGT	185,657	47,208	90,000	-	-	-	-
101-4000-414510	GREASE TRAP FRANCHISE	23,499	22,360	18,000	18,000	14,163	9,717	10,000
101-4000-414600	MISC. FRANCHISE FEES	39,061	24,738	37,800	37,800	12,825	32,654	30,000
Non property taxes Total:		14,256,638	15,562,636	13,861,155	15,834,879	12,287,130	16,594,604	16,555,000
101-4000-421000	OCCUPATIONAL LICENSES	26,593	11,960	40,000	40,000	8,840	9,090	9,000
101-4000-422000	BUILDING PERMITS	321,643	391,270	320,000	320,000	255,315	292,871	300,000
101-4000-422010	SUBDIVISION FEES	127,601	145,814	85,000	250,000	290,737	388,980	200,000
101-4000-422020	CONDITIONAL USE PERMIT APPL	3,518	3,900	4,000	4,000	3,900	4,050	4,000
101-4000-422022	REZONING APPLICATION FEE	4,535	6,890	5,000	5,500	7,500	7,200	7,000
101-4000-422024	BOARD OF ADJ & APPEALS	23,478	11,310	10,000	15,000	14,530	16,860	10,000
101-4000-422030	ELEC & PLBG PERMITS	170,489	202,692	165,000	165,000	143,131	167,244	170,000
101-4000-422050	POLICE & FIRE ALARM PERMI	4,240	3,560	4,000	4,000	3,171	3,332	4,000
101-4000-422060	GAME ROOM MACHINE PERMIT	2,980	3,482	4,000	4,000	3,760	4,000	4,000
101-4000-422100	HEALTH PERMITS	40,260	65,495	48,000	48,000	75,570	75,000	65,000
101-4000-422205	WRECKER PERMITS	1,780	2,110	1,800	1,800	1,720	1,900	2,000
101-4000-422300	OTHER PERMITS	67,068	20,665	65,000	65,000	10,780	12,645	10,000
Licenses and permits Total:		794,183	869,148	751,800	922,300	818,954	983,171	785,000
101-4000-431150	REV-SALES TAX ADMIN FEE	-	-	1,515	1,515	-	-	-
101-4000-431160	CEMETERY CHARGES	29,129	22,045	25,000	25,000	18,271	19,532	18,000
101-4000-431165	SALE OF CEMETARY PLOTS	67,156	71,583	50,000	50,000	58,028	69,045	60,000
101-4000-431320	VITAL STATISTICS	147,034	143,419	140,000	140,000	115,803	133,903	130,000
101-4000-431330	DEATH CERTIFICATES	5,203	5,945	6,000	6,000	4,886	5,679	5,000
101-4000-431390	PUBLIC INFORMATION REQUESTS	5,427	5,220	4,500	4,500	5,441	5,919	5,000
101-4000-432110	REPORTS & FINGERPRINTS	10,523	9,484	10,540	10,540	10,539	12,547	11,000
101-4000-432510	FIRE MARSHALL INSPECTIONS	18,661	18,584	20,000	20,000	20,714	23,979	20,000
101-4000-432520	AMBULANCE CONTRACTS-E.M.S.	155,000	155,000	150,000	210,000	105,000	210,000	210,000
101-4000-432540	RURAL FIRE PAYMENTS	290,285	344,820	250,000	250,000	164,951	250,622	250,000
101-4000-432610	AMBULANCE FEES	1,044,357	1,124,469	1,200,000	1,200,000	1,148,862	1,300,000	1,350,000
101-4000-434210	RECREATIONAL ACTIVITIES	-	-	7,575	7,575	-	-	-
101-4000-435240	REV-DEMO & CLNG VCNT LOTS	45,605	38,254	23,000	23,000	7,868	9,819	10,000
101-4000-435600	ANIMAL SHELTER REVENUE	378,126	475,410	400,000	400,000	327,520	394,875	468,000
101-4000-435610	ANIMAL SHELTER ADOPTION	-	-	-	-	-	-	5,000
101-4000-437200	PROCESSING FEE-ONLINE	13,341	21,583	10,000	22,000	19,161	22,539	22,000
101-4000-439010	OVER/UNDER	685	320	-	-	190	45	-
Charges for services Total:		2,210,531	2,436,135	2,298,130	2,370,130	2,007,234	2,458,504	2,564,000

General Fund

		History		Current				Proposed
REVENUES		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-4000-441100	CORPORATION COURT FINES	283,883	322,546	386,820	386,820	275,213	336,966	300,000
101-4000-441201	CIVIL JUSTICE FEE	5	3	-	2	2	2	10
101-4000-441203	CITY JUDICIAL SUPPORT FINE	635	539	2,778	2,778	332	392	500
101-4000-441204	LOCAL OMNI BASE FEE	2,134	2,568	4,621	4,621	1,932	2,260	2,000
101-4000-441205	TIME PAYMENT REVENUE	2,737	2,188	5,555	5,555	1,379	1,663	1,600
101-4000-441207	SPECIAL EXPENSE FEE	74,391	80,821	76,000	76,000	56,410	69,605	70,000
101-4000-441210	COURT FINES (WARRANTS)	58,459	75,191	95,000	95,000	60,233	72,025	72,000
101-4000-441220	SHARE/REIM POLICE DPT FIN	28,397	35,662	45,450	45,450	32,419	38,781	38,400
101-4000-441230	TRAFFIC & CHILD SAFETY	3,310	3,419	4,834	4,834	2,233	2,793	3,000
101-4000-441340	LIBRARY FINES	2,724	4,818	3,000	3,000	3,696	4,061	4,000
Fines and forfeitures Total:		456,675	527,754	624,058	624,060	433,848	528,551	491,510
101-4000-450010	INTERGOVERNMENTAL REVENUE	1,985,043	810,991	572,023	1,137,010	1,201,889	1,177,586	478,344
101-4000-450011	COVID-19 RELIEF FUND	606,054	-	-	-	-	-	-
101-4000-450012	COVID EMERGENCY SUPPLEMENTAL FU	208,168	34,529	-	-	-	-	-
101-4000-450200	FBI-VIOLENT CRIME TASK FORCE	1,730	-	18,344	18,344	-	-	-
101-4000-450205	US MARSHALS-TASK FORCE	18,940	19,000	15,000	15,000	16,616	15,000	15,000
101-4000-450210	COPS HIRING GRANT	-	53,136	100,000	100,000	132,146	100,000	175,000
101-4000-450215	LBSP-LOCAL BORDER STAR	148,469	92,315	100,000	100,000	51,122	39,745	150,000
101-4000-450216	DEA-HIGH INTENSITY DRUG TRAFFICKIN	24,087	21,257	18,000	18,000	19,372	18,000	18,000
101-4000-450217	ICE-TASK FORCE	3,000	1,632	15,000	15,000	3,191	2,377	15,000
101-4000-451111	STONEGARDEN GRANT	342,589	291,553	200,000	200,000	71,455	107,183	255,000
101-4000-451255	SAFER GRANT	-	-	-	-	-	-	-
101-4000-451256	DEPLOYMENT-STATE REIMB	-	1,119,101	125,000	132,025	218,499	144,392	-
101-4000-453210	WESLACO ISD	-	402,028	395,000	395,000	12,109	395,000	455,000
Intergovernmental Total:		3,338,079	2,845,541	1,558,367	2,130,379	1,726,398	1,999,282	1,561,344
101-4000-460100	INTEREST EARNED	36,426	17,401	20,000	20,000	7,678	9,367	10,000
101-4000-460300	INTEREST ON INVESTMENTS	1,352	95,574	2,000	425,000	433,241	545,021	498,244
Investment income Total:		37,778	112,975	22,000	445,000	440,919	554,388	508,244
101-4000-471100	PROPERTY RENTAL	500	-	-	9	6	9	12
101-4000-471110	PROPERTY RENTAL-CITY HALL	-	-	-	-	-	-	-
101-4000-471200	BLDG PERMIT(RENTAL)	-	-	-	-	-	-	-
101-4000-471410	LIBRARY FACILITY RENTALS	750	1,950	2,000	3,000	3,044	3,741	3,000
101-4000-471430	PARK FACILITY RENTALS	4,475	9,410	12,000	15,000	14,285	17,183	20,000
101-4000-472100	ROYALTIES	364	589	1,010	1,010	542	608	500
101-4000-473810	INSURANCE CLAIM PAYMENTS	56,300	17,394	20,000	20,000	38,733	17,610	15,000
101-4000-473812	WORKERS' COMP. REIMBURSEMENT	7,864	840	15,000	15,000	14,218	18,116	15,000
101-4000-473820	SETTLEMENT PROCEEDS	-	-	-	23,642	41,742	61,584	-
101-4000-474420	PARK LAND DEDICATION	-	50	-	-	-	-	-
101-4000-476310	DONATIONS/CONTRIBUTIONS	(2,000)	-	1,500	6,100	44,100	5,400	25,000
101-4000-476340	DONATIONS-ANIMAL SHELTER	2,500	100	1,000	1,000	5,433	2,235	2,000
101-4000-476345	LIBRARY DONATIONS	5	3	10	10	1	0	5
101-4000-478910	MISCELLANEOUS REVENUE	120,371	107,450	75,000	75,000	100,054	71,167	70,000
Miscellaneous Total:		191,129	137,786	127,520	159,771	262,158	197,653	150,517
101-4000-490100	TRANSFER FROM OTHER FUNDS	700,000	150,000	-	-	-	-	-
101-4000-490501	TRANSFER FROM WATER	695,171	695,171	695,171	695,171	521,378	695,171	695,171
101-4000-490508	TRANSFER FROM WASTEWATER	670,390	670,390	670,390	670,390	502,793	670,390	670,390
101-4000-490540	TRANSFER FROM SOLID WASTE	125,000	125,000	125,000	125,000	93,750	125,000	125,000
101-4000-492010	PROCEEDS SALE OF ASSETS	-	135,511	30,000	30,000	-	-	30,000
101-4000-493000	OTHER FINANCING SOURCE	-	-	250,000	250,000	-	250,000	1,371,310
Other Financing Sources Total:		2,190,561	1,776,072	1,770,561	1,770,561	1,117,921	1,740,561	2,891,871
REVENUE Total:		33,827,489	35,292,486	32,135,939	35,379,428	29,738,390	35,927,870	36,759,509

		History		Current				Proposed
CITY COMMISSION		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5100-510015	REGULAR MEETINGS	8,208	7,410	9,750	9,750	6,948	9,000	9,750
101-5100-510017	EXTRA MEETINGS	113	13	1,750	1,750	-	250	1,750
101-5100-511140	FICA TAX	516	460	605	605	431	574	605
101-5100-511150	MEDICARE TAX	121	108	141	141	101	12	141
101-5100-511160	WORKERS COMP INSURANCE	-	-	-	75	35	75	-
Personal services Total:		8,957	7,991	12,246	12,321	7,515	9,910	12,246
101-5100-522010	COMMUNICATIONS	1,389	1,093	1,500	1,500	711	1,500	1,500
101-5100-522043	TRAVEL AND TRAINING	7,563	29,162	30,000	30,000	38,026	40,000	30,000
101-5100-522240	ADVERTISING	7,847	4,892	7,000	7,000	692	5,000	7,000
101-5100-522242	COMMUNITY PROMOTION	3,750	4,083	2,500	2,500	2,235	2,500	5,000
101-5100-522320	COPYING EXPENSES	1,044	175	1,500	1,500	713	1,500	1,500
101-5100-522440	POSTAGE	-	1	-	-	-	-	-
101-5100-522520	MEMBERSHIP & SUBSCRIPTION	24,121	34,764	28,000	28,000	28,610	28,610	28,000
Other charges Total:		45,713	74,169	70,500	70,500	70,988	79,110	73,000
101-5100-533010	PROFESSIONAL SERVICES	1,800	168,023	112,000	112,000	93,670	112,000	112,000
101-5100-533016	PUBLIC EDUCATION & GOVERNMENTL	-	-	-	-	-	-	-
Contractual services Total:		1,800	168,023	112,000	112,000	93,670	112,000	112,000
101-5100-544001	OFFICE SUPPLIES	542	1,352	800	800	622	800	800
101-5100-544045	OTHER SUPPLIES	-	-	200	200	-	200	200
101-5100-544046	MISCELLANEOUS	22,482	19,584	28,000	28,000	11,802	28,000	27,000
101-5100-548050	EQUIPMENT-NON CAPITALIZED	2,385	-	-	-	3,004	3,004	5,000
Supplies Total:		25,409	20,937	29,000	29,000	15,427	32,004	33,000
101-5100-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5100-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5100-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5100-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	-
101-5100-554240	VEHICLES	-	-	-	-	-	-	-
Capital outlay Total:		-	-	-	-	-	-	-
CITY COMMISSION Total:		81,880	271,120	223,746	223,821	187,600	233,024	230,246

			History		Current				Proposed
CITY MANAGER			2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5101-510010	EXEMPT WAGES		280,089	278,903	347,861	347,861	280,461	346,000	346,500
101-5101-510020	NON-EXEMPT WAGES		38,728	61,436	77,249	83,249	69,777	82,492	82,229
101-5101-510025	PART-TIME WAGES		-	-	-	-	-	-	-
101-5101-510030	TEMPORARY WAGES		-	-	-	-	-	-	-
101-5101-510080	OVERTIME		360	1,513	200	2,000	2,125	2,500	1,000
101-5101-511100	GROUP HEALTH INSURANCE		17,719	18,665	23,838	23,838	19,252	24,000	23,760
101-5101-511110	RETIREMENT HEALTH SAVINGS CONT		24,092	7,938	-	-	-	-	-
101-5101-511120	PENSION CONTRIBUTION		27,430	28,644	32,669	32,669	29,631	36,419	38,586
101-5101-511140	FICA TAX		16,284	16,999	23,376	23,376	21,613	26,721	26,643
101-5101-511150	MEDICARE TAX		4,518	4,750	5,335	5,335	5,057	6,249	6,231
101-5101-511160	WORKERS COMP INSURANCE		535	880	884	2,517	2,460	2,517	688
101-5101-511180	UNEMPLOYMENT TAX		756	280	1,000	1,000	38	300	1,000
Personal services Total:			410,511	420,008	512,412	521,845	430,414	527,198	526,636
101-5101-522010	COMMUNICATIONS		1,085	1,763	2,000	2,000	1,397	2,000	2,000
101-5101-522043	TRAVEL AND TRAINING		7,739	8,582	10,000	10,000	8,393	10,000	8,000
101-5101-522320	COPYING EXPENSES		3,678	800	2,500	5,000	2,327	4,000	4,000
101-5101-522440	POSTAGE		140	9	250	250	13	250	250
101-5101-522520	MEMBERSHIP & SUBSCRIPTION		822	545	-	1,000	332	1,000	2,500
101-5101-522810	OTHER SERVICES		150	225	-	-	75	75	-
Other charges Total:			13,614	11,924	14,750	18,250	12,536	17,325	16,750
101-5101-533010	PROFESSIONAL SERVICES		-	6,000	-	-	-	5,000	-
Contractual services Total:			-	6,000	-	-	-	5,000	-
101-5101-544001	OFFICE SUPPLIES		1,724	2,340	1,000	1,500	1,022	1,500	1,000
101-5101-544012	CLOTHING & LINENS		-	-	-	800	106	500	500
101-5101-544045	OTHER SUPPLIES		115	-	-	-	-	-	-
101-5101-544046	MISCELLANEOUS		3,862	7,264	2,500	2,200	612	2,200	2,500
101-5101-548050	EQUIPMENT-NON CAPITALIZED		-	5,967	-	10,720	5,296	10,720	4,800
Supplies Total:			5,701	15,571	3,500	15,220	7,036	14,920	8,800
101-5101-550100	CAPITAL OUTLAY		-	-	-	-	-	-	-
101-5101-550110	OFFICE FURNITURE-EQUIPMENT		-	-	-	-	-	-	-
101-5101-554130	COMPUTER HARDWARE/SOFTWARE		-	-	-	-	-	-	-
101-5101-554131	TOOL AND EQUIPMENT		-	-	-	-	-	-	-
101-5101-554240	VEHICLES		-	-	-	-	-	-	-
Capital Outlay Total:			-	-	-	-	-	-	-
CITY MANAGER Total:			429,825	453,503	530,662	555,315	449,986	564,443	552,186

		History		Current				Proposed
CITY SECRETARY'S OFFICE		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5103-510010	EXEMPT WAGES	73,045	118,934	132,368	132,368	110,310	130,650	135,190
101-5103-510020	NON-EXEMPT WAGES	132,592	113,164	121,327	121,327	75,156	89,000	121,720
101-5103-510025	PART-TIME WAGES	18,245	18,806	15,912	15,912	12,599	16,700	16,234
101-5103-510030	TEMPORARY WAGES	-	307	2,340	2,340	-	-	5,000
101-5103-510080	OVERTIME	775	154	1,000	1,000	250	1,000	1,000
101-5103-511100	GROUP HEALTH INSURANCE	27,592	30,635	35,757	35,757	23,578	29,500	35,640
101-5103-511120	PENSION CONTRIBUTION	17,740	19,416	22,170	22,170	15,612	20,056	23,212
101-5103-511140	FICA TAX	13,768	15,448	16,995	16,995	12,169	14,716	17,307
101-5103-511150	MEDICARE TAX	3,220	3,613	3,886	3,886	2,846	3,442	4,048
101-5103-511160	WORKERS COMP INSURANCE	379	692	1,500	2,701	2,505	2,701	447
101-5103-511180	UNEMPLOYMENT TAX	1,704	155	2,000	2,000	54	200	2,000
Personal services Total:		289,061	321,323	355,255	356,456	255,079	307,964	361,798
101-5103-522010	COMMUNICATIONS	929	960	2,000	2,000	902	2,000	2,000
101-5103-522043	TRAVEL AND TRAINING	2,279	11,516	11,000	11,000	7,302	11,000	11,000
101-5103-522090	RECORDING DEEDS	2,068	2,200	-	-	-	-	-
101-5103-522240	ADVERTISING	4,641	4,222	5,000	5,000	3,569	5,000	5,000
101-5103-522320	COPYING EXPENSES	1,451	408	1,800	1,800	1,615	1,800	1,800
101-5103-522440	POSTAGE	510	510	3,000	3,000	490	3,000	3,000
101-5103-522442	POSTAGE MACHINE RENTAL	2,327	1,840	2,100	2,100	2,148	2,100	2,100
101-5103-522520	MEMBERSHIP & SUBSCRIPTION	455	540	550	550	325	550	750
101-5103-522636	MAINT-VEHICLES	320	785	800	800	788	800	1,000
101-5103-522801	RECORDS RETENTION	714	1,218	4,000	4,000	747	3,500	4,000
101-5103-522810	OTHER SERVICES	1,287	403	1,000	1,000	226	1,000	1,000
101-5103-522860	REMOTE ACCESS	2,815	2,595	3,000	3,000	1,746	3,000	3,000
101-5103-522920	BANK & CREDIT CARD SERVICES	2,539	3,235	3,000	3,000	2,714	3,500	3,500
Other charges Total:		22,334	30,431	37,250	37,250	22,571	37,250	38,150
101-5103-533011	ELECTIONS	36,372	-	36,360	39,820	39,818	39,818	45,000
Contractual services Total:		36,372	-	36,360	39,820	39,818	39,818	45,000
101-5103-544001	OFFICE SUPPLIES	7,261	10,428	7,300	7,300	7,747	10,000	7,500
	VITALS OPERATIONAL SUPPLIES	-	-	-	-	-	-	6,000
101-5103-544012	CLOTHING & LINENS	341	588	500	500	357	500	500
101-5103-544016	MOTOR FUEL & LUBE	-	-	-	-	1	-	-
101-5103-544042	CODE BOOK-CODIFICATION	-	-	-	-	69	-	-
101-5103-544045	OTHER SUPPLIES	1,335	2,184	3,000	3,000	2,898	3,500	3,500
101-5103-548050	EQUIPMENT-NON CAPITALIZED	266	168	200	200	86	200	300
Supplies Total:		9,203	13,368	11,000	11,000	11,158	14,200	17,800
101-5103-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5103-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5103-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5103-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	-
101-5103-554240	VEHICLES	-	-	-	-	-	-	38,000
Capital outlay Total:		-	-	-	-	-	-	38,000
CITY SECRETARY Total:		356,969	365,123	439,865	444,526	328,627	399,232	500,748

		History		Current				Proposed
FINANCE		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5106-510010	EXEMPT WAGES	152,900	192,301	215,030	215,030	130,263	142,547	160,602
101-5106-510020	NON-EXEMPT WAGES	276,328	181,179	162,515	162,515	156,325	163,327	216,486
101-5106-510025	PART-TIME WAGES	17,275	10,370	13,822	13,822	9,703	12,112	12,730
101-5106-510080	OVERTIME	790	(989)	1,000	1,000	1,945	1,996	2,500
101-5106-511100	GROUP HEALTH INSURANCE	52,229	38,451	41,717	41,717	29,474	31,948	41,580
101-5106-511120	PENSION CONTRIBUTION	36,973	31,474	32,950	32,950	24,358	25,933	33,938
101-5106-511140	FICA TAX	26,665	22,946	24,434	24,434	17,742	18,987	24,324
101-5106-511150	MEDICARE TAX	6,236	5,366	5,582	5,582	4,149	4,032	5,689
101-5106-511160	WORKERS COMP INSURANCE	742	1,274	1,243	3,079	3,004	3,641	628
101-5106-511180	UNEMPLOYMENT TAX	2,598	69	2,000	2,000	73	1,000	2,000
Personal services Total:		572,737	482,443	500,293	502,129	377,036	405,522	500,476
101-5106-522010	COMMUNICATIONS	1,652	1,707	2,000	2,000	1,395	1,800	2,000
101-5106-522043	TRAVEL AND TRAINING	2,536	3,696	8,500	5,114	2,515	8,500	9,500
101-5106-522240	ADVERTISING	2,169	713	1,500	1,500	1,311	1,500	1,500
101-5106-522320	COPYING EXPENSES	2,959	235	3,000	3,000	854	3,000	3,000
101-5106-522440	POSTAGE	3,439	2,202	3,300	3,300	2,284	3,300	3,300
101-5106-522520	MEMBERSHIP & SUBSCRIPTION	1,843	1,610	2,400	2,400	939	2,400	2,250
101-5106-522580	HIDALGO COUNTY APPR UNIT	103,473	135,928	160,480	160,480	154,142	160,480	160,480
101-5106-522636	MAINT-VEHICLES	-	-	-	-	-	-	-
101-5106-522810	OTHER SERVICES	12,533	1,965	8,000	8,000	1,635	5,000	5,000
101-5106-522920	BANK & CREDIT CARD SERVICES	-	436	-	-	-	-	-
Other charges Total:		130,604	148,491	189,180	185,794	165,077	185,980	187,030
101-5106-533002	CONTRACT TAX OFFICE	48,564	48,564	49,000	49,000	38,241	50,988	50,988
101-5106-533010	PROFESSIONAL SERVICES	89,533	87,323	78,000	83,000	83,365	84,000	89,000
Contractual services Total:		138,097	135,887	127,000	132,000	121,606	134,988	139,988
101-5106-544001	OFFICE SUPPLIES	3,073	10,894	6,500	6,500	3,070	6,500	10,000
101-5106-544012	CLOTHING & LINENS	405	311	300	300	36	300	500
101-5106-544045	OTHER SUPPLIES	77	522	750	750	286	750	750
101-5106-548050	EQUIPMENT-NON CAPITALIZED	659	2,070	450	1,836	1,836	2,136	400
Supplies Total:		4,213	13,798	8,000	9,386	5,228	9,686	11,650
101-5106-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5106-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5106-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5106-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	-
101-5106-554240	VEHICLES	-	-	-	-	-	-	-
Capital Outlay Total:		-	-	-	-	-	-	-
FINANCE Total:		845,652	780,619	824,473	829,309	668,946	736,176	839,144

		History		Current				Proposed
				2022-2023				
		2020-2021	2021-2022	2022-2023	2022-2023	YTD -	2022-2023	Fiscal Year
		Actual	Actual	Budget	Amended	08.08.23	Estimated	2023-2024
HUMAN RESOURCES								
101-5109-510010	EXEMPT WAGES	33,382	80,894	82,436	82,436	70,857	84,058	85,533
101-5109-510020	NON-EXEMPT WAGES	101,601	100,409	133,374	133,374	98,757	122,000	125,718
101-5109-510080	OVERTIME	3,092	1,537	1,000	1,000	1,266	2,000	1,000
101-5109-511100	GROUP HEALTH INSURANCE	18,302	21,441	29,800	29,800	18,962	27,168	29,700
101-5109-511120	PENSION CONTRIBUTION	11,866	15,274	18,871	18,871	14,318	17,581	19,013
101-5109-511140	FICA TAX	8,023	10,478	13,504	13,504	9,778	12,900	13,160
101-5109-511150	MEDICARE TAX	1,876	2,451	3,082	3,082	2,287	3,017	3,078
101-5109-511160	WORKERS COMP INSURANCE	319	483	486	1,359	1,338	1,600	340
101-5109-511180	UNEMPLOYMENT TAX	1,323	356	1,250	1,250	56	350	1,250
Personal services Total:		179,783	233,324	283,803	284,676	217,618	270,673	278,791
101-5109-522010	COMMUNICATIONS	1,941	1,747	2,000	2,000	1,705	2,000	2,000
101-5109-522043	TRAVEL AND TRAINING	8,976	5,659	22,000	22,000	12,218	15,000	10,550
101-5109-522240	ADVERTISING	-	1,184	1,000	1,000	605	1,000	1,000
101-5109-522320	COPYING EXPENSES	3,546	1,301	4,500	4,500	3,333	4,500	5,000
101-5109-522440	POSTAGE	229	262	500	500	324	500	500
101-5109-522520	MEMBERSHIP & SUBSCRIPTION	2,990	1,499	3,025	3,025	660	5,000	2,530
101-5109-522628	MAINT-OTHER	-	-	-	-	-	-	-
101-5109-522810	OTHER SERVICES	5,912	11,758	9,000	9,000	14,395	15,500	9,000
Other charges Total:		23,594	23,408	42,025	42,025	33,240	43,500	30,580
101-5109-533010	PROFESSIONAL SERVICES	65,150	51,608	67,000	67,000	57,101	67,000	-
Contractual services Total:		65,150	51,608	67,000	67,000	57,101	67,000	-
101-5109-544001	OFFICE SUPPLIES	2,003	2,760	2,000	2,000	1,735	2,000	2,000
101-5109-544012	CLOTHING & LINENS	360	384	500	500	-	500	500
101-5109-544016	MOTOR FUEL & LUBE	-	-	-	-	-	-	-
101-5109-544026	EDUCATIONAL SUPPLIES	7,552	13,610	11,000	11,000	903	8,000	8,000
101-5109-544045	OTHER SUPPLIES	387	-	-	-	462	600	-
101-5109-548050	EQUIPMENT-NON CAPITALIZED	3,392	1,186	500	500	492	600	1,790
Supplies Total:		13,695	17,940	14,000	14,000	3,592	11,700	12,290
101-5109-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5109-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5109-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5109-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	-
101-5109-554240	VEHICLES	-	-	-	-	-	-	-
Capital Outlay Total:		-	-	-	-	-	-	-
HUMAN RESOURCES Total:		282,221	326,280	406,828	407,701	311,551	392,873	321,661

		History		Current				Proposed
		2020-2021	2021-2022	2022-2023				Fiscal Year
BUILDING MAINTENANCE		Actual	Actual	Budget	Amended	YTD - 08.08.23	2022-2023 Estimated	2023-2024
101-5110-510020	NON-EXEMPT WAGES	205,106	197,802	282,884	282,884	188,797	230,700	305,634
101-5110-510025	PART-TIME WAGES	8,445	-	11,544	11,544	4,640	6,500	11,544
101-5110-510080	OVERTIME	4,559	6,533	7,000	10,000	13,229	17,000	7,000
101-5110-511100	GROUP HEALTH INSURANCE	37,366	28,335	59,595	59,595	32,456	45,000	65,340
101-5110-511120	PENSION CONTRIBUTION	17,954	15,615	25,235	25,235	16,995	21,480	28,137
101-5110-511140	FICA TAX	13,073	12,476	18,759	18,759	12,553	15,760	20,099
101-5110-511150	MEDICARE TAX	3,057	2,918	4,300	4,300	2,936	3,686	4,701
101-5110-511160	WORKERS COMP INSURANCE	5,892	9,195	10,385	10,385	10,553	10,385	10,374
101-5110-511180	UNEMPLOYMENT TAX	2,463	292	2,750	2,750	85	350	3,000
Personal services Total:		297,916	273,165	422,452	425,452	282,243	350,861	455,829
101-5110-522010	COMMUNICATIONS	881	932	2,000	2,000	776	950	2,000
101-5110-522043	TRAVEL AND TRAINING	-	-	300	300	-	-	300
101-5110-522300	EQUIPMENT RENTAL	57	748	4,000	4,000	41	4,000	4,000
101-5110-522380	UTILITIES	335,121	297,632	350,000	350,000	292,994	335,000	350,000
101-5110-522440	POSTAGE	-	-	-	-	-	-	-
101-5110-522626	MAINT-BUILDING	34,026	43,822	30,000	30,000	49,419	55,000	30,000
101-5110-522627	MAINT-ALARMS	6,197	7,097	6,000	6,000	4,952	7,000	6,000
101-5110-522628	MAINT-OTHER	7,619	4,475	3,500	3,500	3,554	4,500	3,500
101-5110-522629	MAINT-PARKS	-	-	-	-	-	-	-
101-5110-522634	MAINT-MACHINERY	800	941	1,000	1,000	1,234	1,500	1,000
101-5110-522636	MAINT-VEHICLES	2,949	2,229	5,000	5,000	1,469	2,000	5,000
101-5110-522639	MAINT-RADIOS	924	1,008	1,000	1,000	1,092	1,500	1,000
101-5110-522641	MAINT-HEAT & A/C	16,874	47,800	10,000	25,000	41,482	58,000	10,000
101-5110-522651	MAINT-ELEVATOR	5,182	5,182	5,000	8,000	3,959	5,500	5,000
101-5110-522656	TERMITING	6,789	8,222	7,000	7,000	7,705	8,000	7,200
101-5110-522810	OTHER SERVICES	2,883	1,819	2,000	2,000	1,125	2,000	32,000
Other charges Total:		420,302	421,907	426,800	444,800	409,802	484,950	457,000
101-5110-533010	PROFESSIONAL SERVICES	-	850	-	-	-	-	-
Contractual services Total:		-	850	-	-	-	-	-
101-5110-544001	OFFICE SUPPLIES	448	169	500	500	252	500	500
101-5110-544005	JANITOR SUPPLIES	23,278	32,192	18,000	24,000	36,265	40,000	18,000
101-5110-544012	CLOTHING & LINENS	6,738	1,949	6,000	6,000	1,154	2,000	6,000
101-5110-544016	MOTOR FUEL & LUBE	4,420	8,073	4,750	4,750	6,567	7,500	4,750
101-5110-544020	MINOR TOOLS	831	324	1,600	1,600	838	1,600	1,600
101-5110-544045	OTHER SUPPLIES	1,066	1,972	2,000	2,000	1,904	2,000	2,000
101-5110-548050	EQUIPMENT-NON CAPITALIZED	144	-	3,500	3,500	-	-	28,550
Supplies Total:		36,926	44,678	36,350	42,350	46,980	53,600	61,400
101-5110-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5110-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5110-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5110-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	38,000
101-5110-554240	VEHICLES	-	-	-	-	-	-	65,000
Capital outlay Total:		-	-	-	-	-	-	103,000
BUILDING MAINTENANCE Total:		755,143	740,600	885,602	912,602	739,026	889,411	1,077,229

		History		Current				Proposed
				2022-2023				
		2020-2021	2021-2022	2022-2023	2022-2023	YTD -	2022-2023	Fiscal Year
INFORMATION TECHNOLOGY		Actual	Actual	Budget	Amended	08.08.23	Estimated	2023-2024
101-5111-510010	EXEMPT WAGES	179,106	142,908	135,374	135,374	117,155	137,200	137,556
101-5111-510020	NON-EXEMPT WAGES	94,380	132,914	153,339	153,339	123,921	135,450	150,467
101-5111-510080	OVERTIME	958	2,159	3,000	3,000	2,919	3,000	3,000
101-5111-511100	GROUP HEALTH INSURANCE	31,865	29,713	35,758	35,758	25,747	28,900	35,640
101-5111-511120	PENSION CONTRIBUTION	23,583	23,223	25,392	25,392	20,509	23,292	26,192
101-5111-511140	FICA TAX	16,296	16,595	18,168	18,168	14,518	17,090	18,043
101-5111-511150	MEDICARE TAX	3,811	3,881	4,148	4,148	3,395	3,997	4,220
101-5111-511160	WORKERS COMP INSURANCE	1,213	1,905	1,912	3,240	3,117	3,240	2,677
101-5111-511180	UNEMPLOYMENT TAX	1,574	57	1,500	1,500	59	500	1,500
Personal services Total:		352,785	353,355	378,591	379,919	311,341	352,669	379,296
101-5111-522010	COMMUNICATIONS	75,304	76,049	81,000	81,000	65,607	82,000	83,000
101-5111-522043	TRAVEL AND TRAINING	8,043	7,392	8,000	8,000	3,553	8,000	8,000
101-5111-522320	COPYING EXPENSES	1,092	224	1,200	1,200	174	1,300	1,200
101-5111-522440	POSTAGE	315	1	300	300	-	300	300
101-5111-522520	MEMBERSHIP & SUBSCRIPTION	451	355	1,175	1,175	662	1,175	1,175
101-5111-522635	MAINT-COMPUTER EQUIP	4,629	3,133	5,000	5,000	2,203	5,000	5,000
101-5111-522636	MAINT-VEHICLES	142	215	1,000	1,000	854	1,000	1,000
101-5111-522780	COMPUTER VENDOR SUPPORT	347,902	398,458	446,000	446,000	357,718	440,000	453,000
101-5111-522810	OTHER SERVICES	630	300	700	700	665	800	1,000
Other charges Total:		438,509	486,127	544,375	544,375	431,436	539,575	553,675
101-5111-544001	OFFICE SUPPLIES	115	-	300	300	199	400	400
101-5111-544012	CLOTHING & LINENS	462	117	700	700	372	500	600
101-5111-544016	MOTOR FUEL & LUBE	252	309	300	300	232	300	300
101-5111-544045	OTHER SUPPLIES	3,663	3,920	4,000	4,000	3,181	4,000	5,000
101-5111-548050	EQUIPMENT-NON CAPITALIZED	82,909	35,935	2,800	2,800	2,437	2,800	5,800
Supplies Total:		87,401	40,281	8,100	8,100	6,421	8,000	12,100
101-5111-550100	CAPITAL OUTLAY	-	(939)	-	-	-	-	-
101-5111-550110	EQUIPMENT/OFFICE FURNITURE	-	939	-	-	-	-	-
101-5111-554130	COMPUTER HARDWARE/SOFTWARE	-	-	70,000	70,000	40,476	70,000	64,000
101-5111-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	-
101-5111-554240	VEHICLES	-	-	-	-	-	-	-
Capital outlay Total:		-	-	70,000	70,000	40,476	70,000	64,000
INFORMATION TECHNOLOGY Total:		878,695	879,763	1,001,066	1,002,394	789,675	970,244	1,009,071

		History		Current			Proposed	
MUNICIPAL COURT		2020-2021	2021-2022	2022-2023			Fiscal Year 2023-2024	
		Actual	Actual	2022-2023 Budget	2022-2023 Amended	YTD - 08.08.23		2022-2023 Estimated
101-5120-510010	EXEMPT WAGES	54,477	55,014	55,036	55,036	47,391	56,197	57,237
101-5120-510020	NON-EXEMPT WAGES	52,543	54,756	53,358	53,358	45,295	53,515	53,352
101-5120-510025	PART-TIME WAGES	29,540	33,713	45,448	45,448	30,140	34,600	46,363
101-5120-510080	OVERTIME	57	19	1,000	1,000	457	500	1,000
101-5120-511100	GROUP HEALTH INSURANCE	16,812	16,928	17,879	17,879	14,143	17,700	17,820
101-5120-511120	PENSION CONTRIBUTION	9,204	9,178	9,522	9,522	7,805	12,237	10,043
101-5120-511140	FICA TAX	8,227	8,666	9,631	9,631	7,450	8,978	9,793
101-5120-511150	MEDICARE TAX	1,924	2,027	2,214	2,214	1,742	2,100	2,290
101-5120-511160	WORKERS COMP INSURANCE	958	1,493	1,250	1,935	1,886	1,935	1,630
101-5120-511180	UNEMPLOYMENT TAX	1,307	45	687	687	45	250	1,250
Personal services Total:		175,049	181,840	196,025	196,710	156,355	188,011	200,778
101-5120-522010	COMMUNICATIONS	307	307	400	400	256	300	500
101-5120-522043	TRAVEL AND TRAINING	500	2,777	1,750	1,750	1,786	3,500	3,700
101-5120-522240	ADVERTISING	-	293	300	-	-	-	200
101-5120-522320	COPYING EXPENSES	1,714	326	1,800	1,800	1,159	1,800	1,800
101-5120-522440	POSTAGE	1,179	1,284	700	700	1,173	800	800
101-5120-522520	MEMBERSHIP & SUBSCRIPTION	71	266	266	152	152	266	266
101-5120-522920	BANK & CREDIT CARD SERVICES	3,044	6,156	3,000	3,000	3,312	4,900	5,000
Other charges Total:		6,815	11,409	8,216	7,802	7,837	11,566	12,266
101-5120-533010	PROFESSIONAL SERVICES	1,125	-	300	300	75	300	300
101-5120-533030	CITY JUDGE	75,000	75,000	75,000	75,000	68,750	75,000	75,000
Contractual services Total:		76,125	75,000	75,300	75,300	68,825	75,300	75,300
101-5120-544001	OFFICE SUPPLIES	2,932	3,472	2,455	3,295	3,217	3,295	2,455
101-5120-544012	CLOTHING & LINENS	-	(69)	350	-	-	-	-
101-5120-544045	OTHER SUPPLIES	218	43	300	224	224	300	300
101-5120-548050	EQUIPMENT-NON CAPITALIZED	-	-	-	10,000	1,731	10,000	-
Supplies Total:		3,150	3,445	3,105	13,519	5,172	13,595	2,755
101-5120-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5120-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5120-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5120-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	-
101-5120-554240	VEHICLES	-	-	-	-	-	-	-
Capital outlay Total:		-	-	-	-	-	-	-
MUNICIPAL COURT Total:		261,139	271,694	282,646	293,331	238,189	288,472	291,099

		History		Current				Proposed
				2022-2023				
LAW		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	YTD - 08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5125-522010	COMMUNICATIONS	-	-	-	-	-	-	-
101-5125-522043	TRAVEL AND TRAINING	-	-	1,500	1,500	-	-	-
101-5125-522440	POSTAGE	-	-	-	-	-	-	-
Other charges Total:		-	-	1,500	1,500	-	-	-
101-5125-533023	CITY ATTORNEY RETAINER	255,027	303,928	180,000	300,000	270,944	300,000	225,000
101-5125-533027	SPECIAL CASES	750	9,250	50,000	50,000	500	50,000	20,000
101-5125-533029	MUNICIPAL COURT PROSECUTOR	60,000	60,000	60,000	60,000	55,000	60,000	60,000
Contractual services Total:		315,777	373,178	290,000	410,000	326,444	410,000	305,000
101-5125-544001	OFFICE SUPPLIES	-	-	-	-	-	-	-
101-5125-548050	EQUIPMENT	-	-	-	-	-	-	-
Supplies Total:		-	-	-	-	-	-	-
LAW Total:		315,777	373,178	291,500	411,500	326,444	410,000	305,000

		History		Current				Proposed
				2022-2023				
		2020-2021	2021-2022	2022-2023	2022-2023	YTD -	2022-2023	Fiscal Year
OTHER GENERAL EXPENDITURES		Actual	Actual	Budget	Amended	08.08.23	Estimated	2023-2024
101-5140-522080	INSURANCE & BONDS	382,695	401,630	574,718	574,718	548,554	574,718	574,718
101-5140-522097	CONTINGENCY	3,327,430	66,705	115,000	115,000	29,683	115,000	115,000
101-5140-522920	BANK & CREDIT CARD SERVICES	16,705	43,690	35,000	35,000	19,866	35,000	35,000
101-5140-527506	SPECIAL ACTIVITIES	9,896	9,863	10,000	20,000	17,924	20,000	20,000
101-5140-528471	STATE OF THE CITY	-	18,659	-	-	18,980	18,980	20,000
101-5140-528476	CONTRIB BOYS & GIRLS CLUB	75,000	75,000	75,000	75,000	68,750	75,000	75,000
101-5140-528478	LRGVDC (RIO TRANSIT)	30,000	30,000	33,000	33,000	33,000	33,000	33,000
101-5140-528490	CONTRIB-WESLACO MUSEUM	63,100	68,600	69,100	69,100	63,342	69,100	69,100
101-5140-528495	CONTRIB-STC TRANSPORTATION	-	14,937	39,292	39,292	-	39,292	39,292
Other charges Total:		3,904,826	729,084	951,110	961,110	800,099	980,090	981,110
101-5140-580000	TRANSFERS TO OTHER FUNDS	-	-	-	-	-	-	-
101-5140-580410	410-CIP FUND	2,509,000	550,000	550,000	1,050,000	412,500	1,050,000	550,000
101-5140-580415	415-FD EQUIP. REPLACEMENT	186,880	281,117	300,000	300,000	251,912	300,000	337,500
101-5140-580416	416-DRAINAGE FUND	100,000	-	-	-	-	-	-
101-5140-580550	550-AIRPORT FUND	380,000	250,000	250,000	265,000	187,500	820,000	250,000
101-5140-581121	121-ECONOMIC INCENTIVES	1,579,307	704,784	379,525	379,525	284,644	379,525	200,000
Other Financing Uses Total:		4,755,187	1,785,901	1,479,525	1,994,525	1,136,555	2,549,525	1,337,500
OTHER GENERAL EXPENDITURE Total:		8,660,012	2,514,985	2,430,635	2,955,635	1,936,654	3,529,615	2,318,610

		History		Current			Proposed	
		2020-2021	2021-2022	2022-2023				
POLICE		Actual	Actual	2022-2023 Budget	2022-2023 Amended	YTD - 08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5202-510010	EXEMPT WAGES	527,113	550,428	646,671	646,671	601,195	724,000	723,887
101-5202-510020	NON-EXEMPT WAGES	808,411	854,405	1,004,397	1,004,397	772,389	985,000	992,143
101-5202-510040	CERTIFIED WAGES	4,281,772	4,498,575	4,733,573	4,733,573	3,666,625	4,600,000	4,967,224
101-5202-510045	CIVIL SERVICE	88,398	79,540	92,300	92,300	66,235	92,300	101,300
101-5202-510080	OVERTIME	261,453	421,117	200,000	400,000	459,140	600,000	300,000
101-5202-510090	OVERTIME GRANTS	643,726	423,183	200,000	200,000	264,286	200,000	200,000
101-5202-511100	GROUP HEALTH INSURANCE	564,412	549,429	691,311	691,311	463,996	600,000	712,800
101-5202-511120	PENSION CONTRIBUTION	568,489	570,354	598,602	598,602	489,924	608,510	644,810
101-5202-511140	FICA TAX	389,690	403,219	426,699	426,699	346,979	446,481	444,202
101-5202-511150	MEDICARE TAX	91,137	94,301	99,387	99,387	81,148	104,419	103,886
101-5202-511160	WORKERS COMP INSURANCE	81,672	107,831	172,771	172,771	184,448	172,771	196,839
101-5202-511180	UNEMPLOYMENT TAX	27,208	2,336	29,000	29,000	1,051	9,000	30,000
Personal services Total:		8,333,481	8,554,718	8,894,711	9,094,711	7,397,417	9,142,480	9,417,091
101-5202-522010	COMMUNICATIONS	51,367	57,183	60,000	60,000	55,853	70,000	73,020
101-5202-522043	TRAVEL AND TRAINING	80,766	110,936	115,000	119,500	124,949	126,000	130,000
101-5202-522044	TRAVEL AND TRAINING-LEOSE	3,460	2,435	-	4,064	4,540	4,540	-
101-5202-522045	TUITION REIMBURSEMENT	6,374	10,698	10,000	10,000	-	5,000	10,000
101-5202-522046	TRANSPORT-SECTION	127	115	1,000	1,000	165	500	1,500
101-5202-522080	INSURANCE & BONDS	2,419	33,937	-	25,000	20,063	25,000	-
101-5202-522240	ADVERTISING	2,046	4,174	8,000	8,000	6,838	8,000	8,000
101-5202-522320	COPYING EXPENSES	9,145	2,830	10,000	10,000	7,349	9,000	14,000
101-5202-522360	SUPPORT OF PERSONS	9,257	7,913	11,500	11,500	8,326	12,000	15,000
101-5202-522380	UTILITIES	34,697	27,026	41,200	41,200	27,175	35,000	41,200
101-5202-522440	POSTAGE	970	1,269	2,060	2,060	1,293	1,600	2,060
101-5202-522520	MEMBERSHIP & SUBSCRIPTION	27,771	84,030	82,550	82,550	55,726	82,550	79,300
101-5202-522626	MAINT-BUILDINGS	7,027	7,220	15,000	15,000	11,322	18,000	10,000
101-5202-522628	MAINT-OTHER	6,249	3,392	8,000	8,000	1,783	5,000	5,000
101-5202-522636	MAINT-VEHICLES	116,495	77,114	115,000	115,000	88,326	119,000	120,000
101-5202-522639	MAINT-RADIOS	32,322	61,364	74,000	74,000	50,300	70,000	57,100
101-5202-522740	PURCHASE OF INFORMATION	3,000	8,000	8,000	8,000	-	3,000	3,000
101-5202-522810	OTHER SERVICES	217,691	8,134	16,000	18,416	9,949	16,000	16,000
Other charges Total:		611,183	507,770	577,310	613,290	473,955	610,190	585,180
101-5202-533010	PROFESSIONAL SERVICES	6,150	5,100	8,000	8,000	5,950	7,000	10,000
Contractual services Total:		6,150	5,100	8,000	8,000	5,950	7,000	10,000
101-5202-544001	OFFICE SUPPLIES	14,052	19,216	16,000	16,000	15,524	1,700	19,000
101-5202-544012	CLOTHING & LINENS	16,405	21,540	25,000	25,000	13,692	27,000	35,000
101-5202-544016	MOTOR FUEL & LUBE	156,151	191,108	125,000	125,000	115,503	156,000	125,000
101-5202-544022	LAB & PHOTO SUPPLIES	8,073	6,591	8,000	8,000	7,657	8,500	10,000
101-5202-544026	EDUCATIONAL SUPPLIES	5,925	7,985	8,000	8,000	7,919	8,500	12,000
101-5202-544037	FIREARMS CERTIFICATION	16,454	8,660	24,000	24,000	12,217	17,000	25,000
101-5202-544045	OTHER SUPPLIES	18,270	18,859	10,500	12,020	14,236	15,000	14,000
101-5202-544101	GRANT EXPENDITURES	-	-	-	-	-	-	-
101-5202-548050	EQUIPMENT	63,138	113,975	50,075	75,575	57,046	70,000	81,466
Supplies Total:		298,467	387,933	266,575	293,595	243,794	303,700	321,466
101-5202-550100	CAPITAL OUTLAY	-	-	-	432,825	382,099	500,000	-
101-5202-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	36,762	-
101-5202-554130	COMPUTER HARDWARE/SOFTWARE	-	-	12,600	111,823	58,826	111,823	42,000
101-5202-554131	TOOLS AND EQUIPMENT	-	-	20,500	47,500	30,063	47,500	119,150
101-5202-554240	VEHICLES	-	-	74,160	156,574	304,332	156,574	770,000
Capital outlay Total:		-	-	107,260	748,722	775,320	852,659	931,150
POLICE Total:		9,249,281	9,455,521	9,853,856	10,758,318	8,896,436	10,916,029	11,264,887

		History		Current				Proposed
FIRE		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5206-510010	EXEMPT WAGES	105,468	106,487	107,475	107,475	92,770	106,397	110,653
101-5206-510020	NON-EXEMPT WAGES	52,667	72,303	70,968	70,968	66,519	71,500	64,189
101-5206-510040	CERTIFIED WAGES	4,070,951	4,380,952	4,420,559	4,420,559	3,780,246	4,420,559	4,802,390
101-5206-510080	OVERTIME	873,775	1,227,507	350,000	900,000	995,120	1,180,000	850,000
101-5202-510090	OVERTIME GRANTS	125,030	12,084	-	-	-	-	-
101-5206-511100	GROUP HEALTH INSURANCE	392,153	409,618	446,969	446,969	344,921	432,000	463,320
101-5206-511105	RETIREE HEALTH INSURANCE	1,294	4,754	5,673	5,673	4,528	5,673	6,000
101-5206-511120	PENSION CONTRIBUTION	4,607	6,133	6,360	6,360	5,755	6,042	8,400
101-5206-511125	FIREMENS PENSION CONTRIB.	599,929	681,581	585,111	585,111	580,686	684,835	688,942
101-5206-511140	FICA TAX	309,882	346,038	306,889	306,889	294,580	358,264	361,288
101-5206-511150	MEDICARE TAX	72,846	80,928	71,710	71,710	68,894	83,788	84,495
101-5206-511160	WORKERS COMP INSURANCE	69,313	90,895	135,690	135,690	149,148	167,000	449,811
101-5206-511180	UNEMPLOYMENT TAX	18,524	2,084	18,750	18,750	726	8,750	19,500
Personal services Total:		6,696,439	7,421,364	6,526,154	7,076,154	6,383,893	7,524,808	7,908,988
101-5206-522010	COMMUNICATIONS	16,965	16,723	26,788	26,788	12,342	26,788	15,950
101-5206-522043	TRAVEL AND TRAINING	42,134	81,416	46,700	19,110	19,341	46,700	40,000
101-5206-522047	TRAINING HAZMAT	348	-	800	800	298	800	900
101-5206-522080	INSURANCE & BONDS	-	2,000	-	300	296	300	-
101-5206-522240	ADVERTISING	-	-	500	500	-	500	500
101-5206-522320	COPYING EXPENSES	3,366	455	3,400	3,400	2,307	3,400	3,715
101-5206-522330	PRINTING	-	-	250	250	-	250	500
101-5206-522380	UTILITIES	28,658	24,481	20,000	20,000	32,771	31,000	20,000
101-5206-522440	POSTAGE	77	142	300	500	369	500	500
101-5206-522520	MEMBERSHIP & SUBSCRIPTION	11,046	21,671	22,100	35,650	32,472	33,889	22,100
101-5206-522628	MAINT-OTHER	26,427	30,462	20,600	21,760	21,136	22,000	22,000
101-5206-522632	MAINT-APPARATUS	66,158	59,202	40,000	127,410	117,545	150,000	60,000
101-5206-522636	MAINT-VEHICLES	8,398	7,007	3,100	23,484	23,391	25,000	6,100
101-5206-522639	MAINT-RADIOS	4,709	4,906	5,000	4,800	2,261	5,000	5,000
101-5206-522810	OTHER SERVICES	3,511	5,009	6,000	6,000	4,993	6,000	6,000
101-5206-522820	CERTIFICATION & LICENSES	7,494	6,547	9,000	9,000	5,123	9,000	8,500
Other charges Total:		219,291	260,023	204,538	299,752	274,646	361,127	211,765
101-5206-533010	PROFESSIONAL SERVICES	52,281	60,903	60,000	70,000	33,450	70,000	72,000
Contractual services Total:		52,281	60,903	60,000	70,000	33,450	70,000	72,000
101-5206-544001	OFFICE SUPPLIES	3,672	4,996	6,200	5,000	3,342	6,200	5,500
101-5206-544012	CLOTHING & LINENS	63,653	67,848	62,000	62,000	52,499	62,000	70,000
101-5206-544015	BUNKER GEAR	56,946	56,520	60,000	60,000	24,636	60,000	90,000
101-5206-544016	MOTOR FUEL & LUBE	43,062	82,967	35,000	34,010	43,362	61,000	60,000
101-5206-544020	MINOR TOOLS	885	829	1,000	1,200	761	1,000	1,000
101-5206-544022	LAB & PHOTO SUPPLIES	195	-	200	200	-	200	200
101-5206-544025	CHEMICALS	3,987	2,920	4,000	4,000	2,780	4,000	6,000
101-5206-544026	EDUCATIONAL SUPPLIES	514	2,362	2,500	2,500	2,479	2,500	3,000
101-5206-544045	OTHER SUPPLIES	1,563	2,054	2,000	4,000	3,111	3,500	1,000
101-5206-548050	EQUIPMENT-NON CAPITALIZED	36,223	47,617	16,450	41,275	15,388	44,000	48,780
Supplies Total:		210,699	268,113	189,350	214,185	148,357	244,400	285,480
101-5206-550100	CAPITAL OUTLAY	-	-	-	1,140	-	-	-
101-5206-550110	EQUIPMENT/OFFICE FURNITURE	-	-	-	-	-	-	-
101-5206-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5206-554131	TOOL AND EQUIPMENT	-	-	45,000	58,750	44,949	59,000	60,650
101-5206-554240	VEHICLES	-	-	-	-	-	-	85,000
Capital outlay Total:		-	-	45,000	59,890	44,949	59,000	145,650
FIRE Total:		7,178,710	8,010,403	7,025,042	7,719,981	6,885,294	8,259,335	8,623,883

		History		Current			Proposed
		2020-2021	2021-2022	2022-2023			
		Actual	Actual	2022-2023	2022-2023	YTD -	2022-2023
EMERGENCY MEDICAL SERVICES				Budget	Amended	08.08.23	Estimated
101-5208-522043	TRAVEL AND TRAINING	14,602	25,214	18,000	17,200	10,379	18,000
101-5208-522080	INSURANCE & BONDS	32,687	30,454	45,628	45,628	43,507	45,628
101-5208-522320	COPYING EXPENSES	2,612	193	2,060	2,060	1,192	2,000
101-5208-522440	POSTAGE	2	1	-	-	-	-
101-5208-522520	MEMBERSHIP & SUBSCRIPTION	16,212	21,248	20,349	20,349	16,690	20,300
101-5208-522628	MAINT-OTHER	4,724	3,529	4,000	4,000	2,607	4,000
101-5208-522636	MAINT-VEHICLES	19,602	26,338	18,000	21,000	24,395	21,000
101-5208-522639	MAINT-RADIOS	2,580	1,607	3,000	3,000	1,541	3,000
101-5208-522810	OTHER SERVICES	-	56,309	64,000	64,000	62,274	64,000
101-5208-522820	CERTIFICATION & LICENSES	3,353	4,859	5,150	5,150	3,888	5,150
Other charges Total:		96,374	169,752	180,187	182,387	166,472	183,078
101-5208-533010	PROFESSIONAL SERVICES	-	4,590	6,000	6,000	1,260	6,000
101-5208-533020	CONSULTANT	40,000	50,000	50,000	50,000	41,667	50,000
Contractual services Total:		40,000	54,590	56,000	56,000	42,927	56,000
101-5208-544001	OFFICE SUPPLIES	1,123	709	1,200	1,200	566	1,200
101-5208-544016	MOTOR FUEL & LUBE	31,834	58,986	30,000	30,000	32,021	42,000
101-5208-544021	MEDICAL SUPPLIES	44,451	49,097	49,000	49,000	45,938	49,000
101-5208-544026	EDUCATIONAL SUPPLIES	43	-	2,500	2,500	-	2,500
101-5208-544045	OTHER SUPPLIES	38,535	33,296	40,000	40,000	28,780	40,000
101-5208-548050	EQUIPMENT-NON CAPITALIZED	10,598	23,181	15,338	15,338	7,953	15,338
Supplies Total:		126,584	165,268	138,038	138,038	115,257	150,038
101-5208-550100	CAPITAL OUTLAY	-	-	-	-	-	-
101-5208-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-
101-5208-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
101-5208-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-
101-5208-554240	VEHICLES	-	-	-	-	-	165,000
Capital Outal Total		-	-	-	-	-	165,000
EMERGENCY MEDICAL SERVICE Total:		262,958	389,609	374,225	376,425	324,656	389,116
							532,516

		History		Current			Proposed
				2022-2023			
		2020-2021	2021-2022	2022-2023	2022-2023	YTD -	2022-2023
		Actual	Actual	Budget	Amended	08.08.23	Estimated
Fiscal Year							
2023-2024							
EMERGENCY MANAGEMENT							
101-5209-510025	PART-TIME WAGES	8,945	8,360	16,234	16,234	7,657	10,000
101-5209-510080	OVERTIME	826	556	-	-	322	-
101-5209-511140	FICA TAX	606	553	1,007	1,007	495	620
101-5209-511150	MEDICARE TAX	142	129	235	235	116	145
101-5209-511160	WORKERS COMP INSURANCE	26	44	72	122	107	122
101-5209-511180	UNEMPLOYMENT TAX	279	27	250	250	8	50
Personal services Total:		10,824	9,669	17,798	17,848	8,704	10,937
101-5209-522010	COMMUNICATIONS	6,388	4,415	5,000	5,000	3,769	5,000
101-5209-522043	TRAVEL AND TRAINING	546	5,348	3,000	3,000	2,524	3,000
101-5209-522320	COPYING EXPENSES	1,574	1,675	800	1,000	831	1,000
101-5209-522520	MEMBERSHIP & SUBSCRIPTION	6,702	2,300	7,291	7,291	1,872	7,200
101-5209-522628	MAINT-OTHER	305	1,707	1,000	1,000	65	1,000
101-5209-522636	MAINT-VEHICLES	3,459	755	2,000	1,206	19	2,000
101-5209-522637	MAINT-GENERATORS	10,879	-	7,000	7,000	5,165	10,000
101-5209-522639	MAINT-RADIOS	1,701	141	2,000	(676)	1,183	-
101-5209-522801	COMMUNITY MITIGATION	33,373	-	-	-	-	-
Other charges Total:		64,927	16,341	28,091	24,821	15,427	29,200
101-5209-533010	PROFESSIONAL SERVICES	3,210	-	-	-	-	-
Contractual services Total:		3,210	-	-	-	-	-
101-5209-544001	OFFICE SUPPLIES	263	466	350	350	98	350
101-5209-544012	CLOTHING & LINENS	800	1,654	900	900	525	900
101-5209-544016	MOTOR FUEL & LUBE	3,415	6,840	3,000	3,000	1,445	3,000
101-5209-544045	OTHER SUPPLIES	55,235	5,600	-	2,303	2,024	2,300
101-5209-544046	MISCELLANEOUS	-	722	-	-	-	-
101-5209-544105	OTHER SUPPLIES-DISASTER	6,080	-	-	2,602	2,602	2,600
101-5209-548050	EQUIPMENT-NON CAPITALIZED	7,352	-	-	3,470	-	-
Supplies Total:		73,146	15,281	4,250	12,625	6,693	9,150
101-5209-550100	CAPITAL OUTLAY	-	-	-	-	-	-
101-5209-550110	EQUIPMENT/OFFICE FURNITURE	-	-	-	-	-	-
101-5209-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
101-5209-554131	MINOR TOOL/EQUIPMENT	-	-	-	-	-	-
101-5209-554240	VEHICLES	-	-	-	-	-	-
Capital outlay Total:		-	-	-	-	-	-
EMERGENCY MANAGEMENT Total:		152,106	41,292	50,139	55,294	30,824	49,287
							51,093

		History		Current			Proposed
		2020-2021	2021-2022	2022-2023			Fiscal Year
ANIMAL CONTROL		Actual	Actual	2022-2023 Budget	2022-2023 Amended	YTD - 08.08.23	2023-2024
						Estimated	
101-5210-510010	EXEMPT WAGES			-	24,680	12,017	27,058
101-5210-510020	NON-EXEMPT WAGES			-	158,059	131,874	190,132
101-5210-510025	PART-TIME WAGES			-	-	-	-
101-5210-510080	OVERTIME			-	5,000	23,297	20,000
101-5210-511100	GROUP HEALTH INSURANCE			-	31,094	21,458	35,640
101-5210-511120	PENSION CONTRIBUTION			-	15,953	14,067	21,347
101-5210-511140	FICA TAX			-	11,330	10,114	14,706
101-5210-511150	MEDICARE TAX			-	2,650	2,365	3,439
101-5210-511160	WORKERS COMP INSURANCE			-	2,518	3,629	3,258
101-5210-511180	UNEMPLOYMENT TAX			-	1,250	54	1,750
Personal services Total:		-	-	-	252,534	218,877	317,331
101-5210-522010	COMMUNICATIONS			-	3,800	1,096	3,800
101-5210-522043	TRAVEL AND TRAINING			-	3,200	790	5,000
101-5210-522300	EQUIPMENT RENTAL			-	-	3,611	6,000
101-5210-522380	UTILITIES			-	-	1,140	2,200
101-5210-522240	ADVERTISING			-	-	-	1,000
101-5210-522320	COPYING EXPENSES			-	-	-	-
101-5210-522440	POSTAGE			-	-	76	-
101-5210-522520	MEMBERSHIP & SUBSCRIPTION			-	1,000	100	11,000
101-5210-522631	MAINT-OFFICE MACHINES			-	-	-	1,000
101-5210-522636	MAINT-VEHICLES			-	10,000	4,284	10,000
101-5210-522639	MAINT-RADIOS			-	500	-	500
101-5210-522720	ANIMAL SHELTER			-	30,000	30,638	-
101-5210-522810	OTHER SERVICES			-	20,000	6,374	20,000
101-5240-522811	VETERINARY SERVICES			-	27,000	7,337	35,000
101-5210-522920	BANK & CREDIT CARD SERVICES			-	-	-	-
Other charges Total:		-	-	-	95,500	55,446	95,500
101-5210-533010	PROFESSIONAL SERVICES		-	-	-	-	-
Contractual Services Total:		-	-	-	-	-	-
101-5210-544001	OFFICE SUPPLIES			-	1,200	197	500
101-5210-544005	ANIMAL SHELTER SUPPLIES			-	-	11,658	30,000
101-5210-544009	ANIMAL WARDEN SUPPLIES			-	2,000	91	2,000
101-5210-544012	CLOTHING & LINENS			-	4,500	120	5,500
101-5210-544016	MOTOR FUEL & LUBE			-	5,000	12,090	15,000
101-5210-544045	OTHER SUPPLIES			-	-	-	700
101-5210-548050	EQUIPMENT-NON CAPITALIZED			-	-	-	-
Supplies Total:		-	-	-	12,700	24,156	53,700
101-5210-550010	CAPITAL OUTLAY			-	-	-	-
101-5210-550110	EQUIPMENT/OFFICE FURNITURE			-	-	-	-
101-5210-553120	IMPROVEMENTS			-	-	-	-
101-5210-554130	COMPUTER HARDWARE/SOFTWARE			-	-	27,150	10,000
101-5210-554131	TOOLS AND EQUIPMENT			-	10,000	3,111	-
101-5210-554240	VEHICLES			-	-	14,650	-
Capital outlay Total:		-	-	-	10,000	44,911	10,000
PLANNING Total:		-	-	-	370,734	343,390	476,531

		History		Current				Proposed
				2022-2023				
		2020-2021	2021-2022	2022-2023	2022-2023	YTD -	2022-2023	Fiscal Year
		Actual	Actual	Budget	Amended	08.08.23	Estimated	2023-2024
PUBLIC WORKS ADMINISTRATION								
101-5300-510010	EXEMPT WAGES	186,656	167,045	228,089	228,089	104,302	140,000	170,100
101-5300-510020	NON-EXEMPT WAGES	55,089	68,605	62,078	62,078	52,624	62,078	62,088
101-5300-510080	OVERTIME	276	1,460	500	500	425	500	500
101-5300-511100	GROUP HEALTH INSURANCE	24,240	22,541	29,798	29,798	15,352	19,000	23,760
101-5300-511120	PENSION CONTRIBUTION	20,618	18,968	25,301	25,301	13,209	17,118	20,897
101-5300-511140	FICA TAX	14,558	14,282	18,104	18,104	9,629	12,560	14,427
101-5300-511150	MEDICARE TAX	3,405	3,340	4,132	4,132	2,252	2,937	3,374
101-5300-511160	WORKERS COMP INSURANCE	327	774	777	1,910	1,860	1,910	372
101-5300-511180	UNEMPLOYMENT TAX	1,340	217	1,250	1,250	34	500	1,000
Personal services Total:		306,510	297,233	370,029	371,162	199,687	256,603	296,518
101-5300-522010	COMMUNICATIONS	4,136	3,796	4,000	4,000	3,207	5,498	4,000
101-5300-522043	TRAVEL AND TRAINING	3,766	2,634	4,000	4,000	3,231	4,000	3,760
101-5300-522080	INSURANCE & BONDS	-	2,000	-	-	1,037	2,300	-
101-5300-522240	ADVERTISING	2,057	1,021	1,000	1,000	273	500	500
101-5300-522320	COPYING EXPENSES	2,340	495	3,500	3,500	1,193	3,500	2,000
101-5300-522440	POSTAGE	14	28	100	100	11	100	100
101-5300-522520	MEMBERSHIP & SUBSCRIPTION	225	224	1,000	1,000	145	500	650
101-5300-522636	MAINT-VEHICLES	2,387	6,462	2,600	2,600	1,492	2,600	2,000
101-5300-522810	OTHER SERVICES	1,349	2,557	900	900	1,846	2,500	2,000
Other charges Total:		16,275	19,217	17,100	17,100	12,435	21,498	15,010
101-5300-544001	OFFICE SUPPLIES	2,913	2,037	2,000	2,000	1,705	2,000	2,000
101-5300-544012	CLOTHING & LINENS	810	458	1,500	1,500	503	1,500	1,000
101-5300-544016	MOTOR FUEL & LUBE	6,186	8,936	4,000	4,000	5,523	7,000	3,500
101-5300-544045	OTHER SUPPLIES	2,055	3,014	2,000	2,000	1,000	2,000	2,000
101-5300-548050	EQUIPMENT-NON CAPITALIZED	-	4,943	800	800	802	802	9,600
Supplies Total:		11,964	19,389	10,300	10,300	9,535	13,302	18,100
101-5300-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5300-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5300-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5300-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	-
101-5300-554240	VEHICLES	-	-	-	-	-	-	50,000
Capital Outlay Total:		-	-	-	-	-	-	50,000
PUBLIC WORKS ADMIN Total:		334,749	335,838	397,429	398,562	221,657	291,403	379,628

		History		Current				Proposed
				2022-2023				
STREETS		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	YTD - 08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5304-510010	EXEMPT WAGES	-	-	-	-	-	-	-
101-5304-510020	NON-EXEMPT WAGES	361,788	365,587	398,193	398,193	341,177	397,000	385,155
101-5304-510080	OVERTIME	22,666	36,840	25,000	25,000	28,974	32,000	25,000
101-5304-511100	GROUP HEALTH INSURANCE	66,701	62,023	78,434	78,434	52,897	63,712	83,160
101-5304-511120	PENSION CONTRIBUTION	33,036	33,671	36,837	36,837	31,105	36,251	36,914
101-5304-511140	FICA TAX	23,701	24,772	26,349	26,349	22,810	26,598	25,430
101-5304-511150	MEDICARE TAX	5,543	5,793	6,025	6,025	5,335	6,221	5,947
101-5304-511160	WORKERS COMP INSURANCE	10,267	22,774	13,830	13,830	15,983	17,800	32,320
101-5304-511180	UNEMPLOYMENT TAX	3,920	1,088	3,500	3,500	165	1,100	3,500
Personal services Total:		527,622	552,548	588,168	588,168	498,447	580,681	597,426
101-5304-522010	COMMUNICATIONS	792	864	1,000	1,000	936	1,404	2,000
101-5304-522043	TRAVEL AND TRAINING	295	1,431	1,000	4,265	2,967	4,500	1,500
101-5304-522080	INSURANCE & BONDS	2,605	6,474	3,597	3,597	3,425	3,597	2,000
101-5304-522300	EQUIPMENT RENTAL	15,928	2,005	3,000	3,000	-	3,000	3,000
101-5304-522389	UTILITIES STREET LIGHT	412,279	428,044	394,000	394,000	445,767	478,500	478,500
101-5304-522520	MEMBERSHIP & SUBSCRIPTION	-	-	500	-	-	500	-
101-5304-522622	MAINT-STORM SEWERS	-	566	8,000	8,000	-	-	8,000
101-5304-522624	MAINT-STREETS & IMPRV	75,743	57,207	65,000	65,000	57,772	65,000	65,000
101-5304-522625	MAINT-TOOLS & EQUIP	274	-	1,000	1,000	227	1,000	500
101-5304-522628	MAINT-OTHER	329	10,368	3,500	3,500	316	3,500	2,000
101-5304-522634	MAINT-MACHINERY	73,993	69,806	55,000	55,000	55,822	55,823	55,000
101-5304-522636	MAINT-VEHICLES	9,245	12,736	30,000	30,000	10,902	30,000	27,000
101-5304-522637	MAINT-SIGNS	-	2,897	4,000	4,000	163	4,000	5,000
101-5304-522638	MAINT-TRAFFIC SIGNALS	27,410	7,949	18,000	18,000	4,218	18,000	15,000
101-530-522658	SUMMER STRIPING PROGRAM	-	-	-	-	113,282	113,282	-
101-5304-522810	OTHER SERVICES	245	2,394	4,000	3,235	554	4,000	2,000
Other charges Total:		619,139	602,742	591,597	593,597	696,351	786,106	666,500
101-5304-533050	STREET LIGHT INSTALLATION	5,205	8,125	5,000	15,000	18,038	25,000	12,000
Contractual services Total:		5,205	8,125	5,000	15,000	18,038	25,000	12,000
101-5304-544001	OFFICE SUPPLIES	621	163	1,000	-	-	1,000	1,000
101-5304-544012	CLOTHING & LINENS	9,255	9,221	11,000	11,000	8,203	11,000	10,000
101-5304-544016	MOTOR FUEL & LUBE	44,129	61,468	55,000	55,000	44,406	55,000	55,000
101-5304-544020	MINOR TOOLS	1,665	-	1,000	1,000	130	1,000	500
101-5304-544025	CHEMICALS	982	-	1,000	-	-	1,000	1,000
101-5304-544041	TRAFFIC SIGNS	7,948	9,592	10,000	10,000	2,136	10,000	10,000
101-5304-544043	PAINT (STRIPING STREETS)	4,532	20,447	10,000	20,000	13,121	20,000	10,000
101-5304-544045	OTHER SUPPLIES	6,479	5,607	5,000	10,000	10,180	10,000	10,000
101-5304-548050	EQUIPMENT	25,382	15,809	25,900	25,900	17,651	25,900	42,300
Supplies Total:		100,994	122,307	119,900	132,900	95,827	134,900	139,800
101-5304-550100	CAPITAL OUTLAY	-	-	-	-	-	31,200	-
101-5304-550110	EQUIPMENT/OFFICE FURNITURE	-	-	-	-	-	-	-
101-5304-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5304-554131	MINOR TOOL & EQUIPMENT	-	-	140,000	183,000	200,347	200,347	26,000
101-5304-554240	VEHICLES	-	-	-	-	-	49,625	516,310
Capital outlay Total:		-	-	140,000	183,000	200,347	281,172	542,310
STREETS Total:		1,252,958	1,285,722	1,444,665	1,512,665	1,509,011	1,807,859	1,958,036

		History		Current				Proposed
				2022-2023				
		2020-2021	2021-2022	2022-2023	2022-2023	YTD -	2022-2023	Fiscal Year
		Actual	Actual	Budget	Amended	08.08.23	Estimated	2023-2024
DRAIN DITCH MAINTENANCE								
101-5307-510020	NON-EXEMPT WAGES	381,757	373,686	471,764	471,764	381,068	454,769	460,167
101-5307-510080	OVERTIME	16,673	23,171	20,000	20,000	29,389	48,482	20,000
101-5307-511100	GROUP HEALTH INSURANCE	67,126	66,358	101,313	101,313	67,605	80,197	100,980
101-5307-511120	PENSION CONTRIBUTION	34,237	33,195	42,806	42,806	34,341	42,525	41,415
101-5307-511140	FICA TAX	24,309	24,209	30,602	30,602	25,105	31,202	29,770
101-5307-511150	MEDICARE TAX	5,685	5,662	7,018	7,018	5,871	72,971	6,962
101-5307-511160	WORKERS COMP INSURANCE	7,238	14,923	19,875	19,875	19,893	23,000	37,837
101-5307-511180	UNEMPLOYMENT TAX	3,733	460	4,250	4,250	198	300	4,250
Personal services Total:		540,757	541,664	697,628	697,628	563,470	753,446	701,382
101-5307-522043	TRAVEL AND TRAINING	-	-	1,000	1,000	915	1,000	1,000
101-5307-522080	INSURANCE & BONDS	1,000	-	-	1,500	1,713	2,000	-
101-5307-522095	SPECIAL PROJECTS	-	-	8,000	8,000	-	8,000	8,000
101-5307-522300	EQUIPMENT RENTAL	6,670	25,455	10,000	10,000	2,134	7,000	10,000
101-5307-522625	MAINT-TOOLS & EQUIP	76	-	500	500	-	500	500
101-5307-522628	MAINT-OTHER	698	1,697	1,000	1,000	1,820	2,500	1,000
101-5307-522634	MAINT-MACHINERY	44,129	38,742	68,000	68,000	90,806	95,000	68,000
101-5307-522636	MAINT-VEHICLES	14,939	13,532	25,000	25,000	24,554	25,000	20,000
101-5307-522810	OTHER SERVICES	4,201	1,557	1,500	1,500	2,305	2,500	1,400
Other charges Total:		71,713	80,984	115,000	116,500	124,247	143,500	109,900
101-5307-533034	STORM WATER PROJECT	20,576	15,876	20,000	20,000	6,100	22,000	20,000
Contractual services Total:		20,576	15,876	20,000	20,000	6,100	22,000	20,000
101-5307-544012	CLOTHING & LINENS	8,328	10,432	10,000	10,000	7,075	10,000	10,000
101-5307-544016	MOTOR FUEL & LUBE	43,750	44,807	45,000	45,000	30,552	45,000	36,000
101-5307-544020	MINOR TOOLS	1,364	1,879	2,500	2,500	1,477	2,500	2,500
101-5307-544045	OTHER SUPPLIES	8,369	9,166	9,000	9,000	12,150	13,000	12,000
101-5307-548050	EQUIPMENT-NON CAPITALIZED	5,009	17,105	12,050	6,103	6,088	6,103	20,400
Supplies Total:		66,820	83,389	78,550	72,603	57,342	76,603	80,900
101-5307-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5307-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5307-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5307-554131	TOOL AND EQUIPMENT	-	-	325,000	330,947	109,853	330,497	110,000
101-5307-554240	VEHICLES	-	-	-	-	-	50,940	85,000
Capital outlay Total:		-	-	325,000	330,947	109,853	381,437	195,000
DRAIN DITCH MAINTENANCE Total:		699,866	721,913	1,236,178	1,237,678	861,012	1,376,985	1,107,182

		History		Current			Proposed	
		2020-2021	2021-2022	2022-2023	2022-2023	YTD -	2022-2023	Fiscal Year
FLEET MAINTENANCE		Actual	Actual	Budget	Amended	08.08.23	Estimated	2023-2024
101-5340-510010	EXEMPT WAGES	57,456	59,075	59,030	59,030	50,104	59,185	59,030
101-5340-510020	NON-EXEMPT WAGES	121,138	143,622	147,600	147,600	126,027	149,009	147,638
101-5340-510080	OVERTIME	1,247	3,280	4,000	4,000	3,455	5,767	4,000
101-5340-511100	GROUP INSURANCE	27,400	29,957	35,757	35,757	27,122	34,193	35,640
101-5340-511120	PENSION CONTRIBUTION	15,454	17,221	18,334	18,334	15,097	18,080	18,960
101-5340-511140	FICA TAX	10,986	12,642	13,118	13,118	11,001	13,266	13,061
101-5340-511150	MEDICARE TAX	2,569	2,957	2,995	2,995	2,573	3,102	3,055
101-5340-511160	WORKMENS COMP	3,222	5,035	5,119	5,119	5,767	7,679	4,845
101-5340-511180	FUTA	1,578	125	1,500	1,500	58	72	1,500
Personal services Total:		241,049	273,913	287,453	287,453	241,205	290,353	287,730
101-5340-522010	COMMUNICATIONS	707	811	1,000	1,000	719	1,000	1,400
101-5340-522043	TRAVEL AND TRAINING	800	1,518	1,200	1,200	1,368	1,500	2,000
101-5340-522080	INSURANCE AND BONDS	916	925	1,439	1,439	1,377	1,439	1,000
101-5340-522520	MEMBERSHIP & SUBSCRIPTION	-	-	4,200	4,200	-	-	5,000
101-5340-522628	MAINT-OTHER	-	178	500	500	330	500	500
101-5340-522632	MAINT-APPARATUS	1,590	2,299	2,500	2,500	2,296	3,444	2,700
101-5340-522634	MAINT-MACHINERY	222	-	1,500	1,500	-	1,000	1,500
101-5340-522636	MAINT-VEHICLES	9,437	6,316	8,000	8,000	6,794	8,190	8,000
101-5340-522810	OTHER SERVICES	1,128	1,654	1,000	1,000	315	1,000	400
Other charges Total:		14,800	13,700	21,339	21,339	13,199	18,073	22,500
101-5340-544001	OFFICE SUPPLIES	146	958	800	800	-	800	800
101-5340-544008	WELDING SUPPLIES	2,130	2,936	3,500	3,500	3,013	5,300	3,500
101-5340-544012	CLOTHING & LINENS	3,122	3,689	3,500	3,500	3,311	4,360	3,500
101-5340-544016	MOTOR FUEL & LUBE	4,179	6,189	4,000	4,000	4,796	6,000	6,500
101-5340-544020	MINOR TOOLS	1,439	2,957	3,600	3,600	3,561	3,600	3,600
101-5340-544021	CHEMICALS-MEDICAL	-	705	800	800	540	800	450
101-5340-544045	OTHER SUPPLIES	6,092	5,509	4,700	4,700	8,247	8,500	6,000
101-5340-548050	EQUIPMENT-NON CAPITALIZED	18,191	3,000	14,800	14,800	11,969	14,800	18,400
Supplies Total:		35,299	25,945	35,700	35,700	35,438	44,160	42,750
101-5340-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5340-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5340-554130	COMPUTER HARDWARE/SOFTWAR	-	-	-	-	-	-	-
101-5340-554131	TOOL AND EQUIPMENT	-	-	28,500	28,500	20,717	28,500	75,000
101-5340-554240	VEHICLES	-	-	-	-	-	-	-
Capital outlay Total:		-	-	28,500	28,500	20,717	28,500	75,000
FLEET MAINTENANCE SHOP Total:		291,149	313,558	372,992	372,992	310,559	381,086	427,980

		History		Current			Proposed	
		2020-2021	2021-2022	2022-2023	2022-2023	2022-2023	2022-2023	Fiscal Year
ENGINEERING		Actual	Actual	Budget	Amended	YTD - 08.08.23	Estimated	2023-2024
101-5350-510010	EXEMPT WAGES	84,131	90,676	91,372	91,372	78,604	93,500	94,913
101-5350-510020	NON-EXEMPT WAGES	138,243	129,630	188,816	188,816	156,073	186,000	184,371
101-5350-510025	PART-TIME WAGES	9,570	1,313	7,041	7,041	4,083	7,041	7,041
101-5350-510080	OVERTIME	1,354	900	2,000	2,000	916	1,734	2,000
101-5350-511100	GROUP HEALTH INSURANCE	22,972	24,747	35,757	35,757	28,140	35,250	35,640
101-5350-511120	PENSION CONTRIBUTION	19,202	18,477	24,563	24,563	19,804	24,359	25,316
101-5350-511140	FICA TAX	13,807	13,175	18,012	18,012	14,204	17,766	17,876
101-5350-511150	MEDICARE TAX	3,229	3,081	4,114	4,114	3,322	4,180	4,181
101-5350-511160	WORKERS COMP INSURANCE	876	1,380	1,372	2,435	2,349	2,435	980
101-5350-511180	UNEMPLOYMENT TAX	1,892	246	2,250	2,250	58	250	2,250
Personal services Total:		295,276	283,625	375,297	376,360	307,553	372,515	374,568
101-5350-522010	COMMUNICATIONS	3,972	3,429	4,000	4,000	3,969	4,000	4,500
101-5350-522043	TRAVEL AND TRAINING	2,980	3,731	9,000	20,000	16,256	10,000	12,500
101-5350-522080	INSURANCE & BONDS	-	1,000	-	-	-	-	-
101-5350-522240	ADVERTISING	-	712	-	500	634	1,000	800
101-5350-522320	COPYING EXPENSES	2,410	1,986	2,000	2,000	425	1,500	2,500
101-5350-522440	POSTAGE	30	6	500	500	17	100	400
101-5350-522520	MEMBERSHIP & SUBSCRIPTION	-	20,206	32,800	37,800	28,069	30,000	35,700
101-5350-522636	MAINT-VEHICLES	1,436	934	1,700	1,700	1,136	1,500	3,000
101-5350-522639	MAINT-RADIOS	-	-	-	-	-	-	200
101-5350-522810	OTHER SERVICES	135	-	-	500	150	300	-
Other charges Total:		10,963	32,003	50,000	67,000	50,655	48,400	59,600
101-5350-533010	PROFESSIONAL SERVICES	13,000	8,665	40,000	25,000	3,245	6,000	45,000
Contractual services Total:		13,000	8,665	40,000	25,000	3,245	6,000	45,000
101-5350-544001	OFFICE SUPPLIES	2,580	2,894	2,600	2,600	857	1,600	2,600
101-5350-544012	CLOTHING & LINENS	1,095	1,204	2,000	4,000	1,640	2,000	2,000
101-5350-544016	MOTOR FUEL & LUBE	-	2,661	1,500	3,000	2,199	3,100	3,000
101-5350-544023	MAPS & GRAPHICS	-	819	500	500	-	-	2,000
101-5350-544024	INK-PENS & DRAFTING PAPER	229	278	1,000	1,500	427	750	2,000
101-5350-544045	OTHER SUPPLIES	340	284	1,000	3,000	1,905	1,300	3,000
101-5350-548050	EQUIPMENT-NON CAPITALIZED	19,839	38,009	3,500	9,500	2,018	8,000	5,500
Supplies Total:		24,083	46,151	12,100	24,100	9,046	16,750	20,100
101-5350-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5350-550110	EQUIPMENT/OFFICE FURNITURE	-	-	-	-	-	-	-
101-5350-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	320	-	-	8,000
101-5350-554131	TOOL AND EQUIPMENT	-	-	-	10,050	871	8,500	26,400
101-5350-554240	VEHICLES	-	-	-	-	-	-	-
Capital outlay Total:		-	-	-	10,370	871	8,500	34,400
ENGINEERING Total:		343,322	370,444	477,397	502,830	371,369	452,165	533,668

		History		Current				Proposed
		2020-2021	2021-2022	2022-2023	2022-2023	2022-2023	2022-2023	Fiscal Year
PARKS & RECREATION		Actual	Actual	Budget	Amended	YTD -08.08.23	Estimated	2023-2024
101-5404-510010	EXEMPT WAGES	74,314	88,927	89,658	89,658	76,671	89,849	92,241
101-5404-510020	NON-EXEMPT WAGES	269,562	335,694	429,731	429,731	314,428	376,617	489,757
101-5404-510025	PART-TIME WAGES	-	-	11,544	11,544	-	-	10,000
101-5404-510030	TEMPORARY WAGES	-	-	-	-	-	-	-
101-5404-510080	OVERTIME	16,499	25,842	15,000	30,000	35,941	40,000	13,500
101-5404-511100	GROUP HEALTH INSURANCE	59,249	57,306	101,313	101,313	65,651	83,422	118,800
101-5404-511120	PENSION CONTRIBUTION	30,970	37,478	47,521	47,521	35,908	44,591	53,595
101-5404-511140	FICA TAX	21,082	26,868	33,995	33,995	25,586	32,717	37,541
101-5404-511150	MEDICARE TAX	4,930	6,284	7,768	7,768	5,984	7,652	8,780
101-5404-511160	WORKERS COMP INSURANCE	4,792	6,870	9,029	9,029	10,339	15,604	18,744
101-5404-511180	UNEMPLOYMENT TAX	2,956	496	4,500	4,500	166	237	5,250
Personal services Total:		484,355	585,765	750,059	765,059	570,674	690,690	848,207
101-5404-522010	COMMUNICATIONS	2,095	2,390	4,000	4,000	2,277	4,000	4,000
101-5404-522043	TRAVEL AND TRAINING	-	57	2,000	2,000	-	-	2,000
101-5404-522090	RECORDING DEEDS	-	-	-	3,000	2,112	2,500	3,000
101-5404-522240	ADVERTISING	-	868	500	500	907	1,000	500
101-5404-522300	EQUIPMENT RENTAL	2,449	2,450	5,000	5,000	3,157	5,000	5,000
101-5404-522320	COPYING EXPENSES	1,500	1,497	1,500	1,500	1,257	1,550	1,500
101-5404-522380	UTILITIES	-	-	-	-	-	-	-
101-5404-522440	POSTAGE	107	95	200	200	153	200	200
101-5404-522520	MEMBERSHIP & SUBSCRIPTION	45	471	500	2,000	1,885	2,000	680
101-5404-522629	MAINT-PARKS	34,649	74,389	65,000	65,000	95,770	125,000	130,000
101-5404-522634	MAINT-MACHINERY	3,834	9,058	10,000	10,000	10,578	11,000	10,000
101-5404-522636	MAINT-VEHICLES	4,594	5,495	4,000	4,000	8,788	10,000	10,000
101-5404-522639	MAINT-RADIOS	-	-	-	-	-	-	1,000
101-5404-522643	MAINT-POOL	1,380	1,309	200	200	-	-	-
101-5404-522810	OTHER SERVICES	-	1,048	-	-	350	500	200
101-5404-522920	BANK & CREDIT CARD SERVICES	-	-	-	5,000	4,561	7,000	5,000
101-5404-527500	RECREATIONAL PROGRAMS	5,024	9,652	12,000	12,000	2,558	13,000	18,000
101-5404-527505	SPECIAL EVENTS	-	-	-	-	3,216	5,000	-
101-5404-527510	FIREWORKS DISPLAY	15,280	30,000	30,000	30,000	30,000	30,000	30,000
Other charges Total:		70,958	138,779	134,900	144,400	167,569	217,750	221,080
101-5404-533010	PROFESSIONAL SERVICES	-	24,297	40,000	40,000	35,555	40,000	20,000
Contractual services Total:		-	24,297	40,000	40,000	35,555	40,000	20,000
101-5404-544001	OFFICE SUPPLIES	379	114	700	700	131	700	700
101-5404-544005	JANITOR SUPPLIES	3,343	3,598	7,200	7,200	11,485	14,000	7,200
101-5404-544012	CLOTHING & LINENS	4,578	3,138	4,000	4,000	2,182	3,000	4,000
101-5404-544016	MOTOR FUEL & LUBE	17,545	27,806	12,000	12,000	20,027	27,000	12,000
101-5404-544020	MINOR TOOLS	1,273	-	1,000	1,000	148	1,000	1,000
101-5404-544025	CHEMICALS	-	-	-	-	-	-	-
101-5404-544040	LANDSCAPING	-	3,635	5,000	5,000	1,200	5,000	5,000
101-5404-544045	OTHER SUPPLIES	1,653	1,047	4,000	4,000	1,757	4,000	4,000
101-5404-548050	EQUIPMENT	2,814	4,800	3,350	3,350	570	1,500	3,850
Supplies Total:		31,584	44,138	37,250	37,250	37,500	56,200	37,750
101-5404-550100	CAPITAL OUTLAY	-	-	-	32,701	-	-	-
101-5404-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5404-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5404-554131	TOOL AND EQUIPMENT	-	-	15,000	15,000	36,252	36,252	75,000
101-5404-554240	VEHICLES	-	-	-	-	-	-	215,000
Capital outlay Total:		-	-	15,000	47,701	36,252	36,252	290,000
PARKS & RECREATION Total:		586,897	792,980	977,209	1,034,410	847,549	1,040,892	1,417,037

		History		Current				Proposed
		2020-2021	2021-2022	2022-2023				
LIBRARY		Actual	Actual	2022-2023 Budget	2022-2023 Amended	YTD - 08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
101-5410-510010	EXEMPT WAGES	175,023	187,532	189,229	189,229	143,397	172,366	187,642
101-5410-510020	NON-EXEMPT WAGES	223,708	232,909	224,057	224,057	184,794	208,720	227,160
101-5410-510025	PART-TIME WAGES	61,675	73,124	79,915	79,915	63,682	73,325	81,286
101-5410-510080	OVERTIME	253	266	2,000	2,000	239	369	2,000
101-5410-511100	GROUP HEALTH INSURANCE	61,846	61,203	68,463	68,463	47,169	58,933	65,340
101-5410-511120	PENSION CONTRIBUTION	34,327	35,166	36,149	36,149	27,602	38,429	37,512
101-5410-511140	FICA TAX	27,142	29,146	30,703	30,703	23,242	28,196	30,881
101-5410-511150	MEDICARE TAX	6,347	6,816	7,180	7,180	5,436	6,594	7,222
101-5410-511160	WORKERS COMP INSURANCE	1,030	1,631	2,865	5,224	4,889	6,559	4,931
101-5410-511180	UNEMPLOYMENT TAX	4,265	618	5,500	5,500	157	189	5,500
Personal services Total:		595,616	628,411	646,061	648,420	500,606	593,682	649,475
101-5410-522010	COMMUNICATIONS	24,075	16,318	17,900	17,900	8,812	19,000	20,000
101-5410-522043	TRAVEL AND TRAINING	2,979	9,141	6,000	6,000	3,738	6,000	6,870
101-5410-522080	INSURANCE & BOND	-	5,000	-	-	-	-	-
101-5410-522320	COPYING EXPENSES	7,353	2,295	8,500	8,500	6,438	9,500	9,500
101-5410-522380	UTILITIES	27,500	24,402	21,000	21,000	23,272	30,000	24,000
101-5410-522440	POSTAGE	1,750	1,711	2,000	2,000	1,871	2,000	2,000
101-5410-522520	MEMBERSHIP & SUBSCRIPTION	1,646	717	1,000	1,000	1,155	1,496	1,496
101-5410-522626	MAINT-BUILDING	11,615	5,181	10,000	10,000	2,884	7,000	7,000
101-5410-522631	MAINT-OFFICE MACHINES	-	-	150	150	-	150	150
101-5410-522635	MAINT-COMPUTER EQUIP	4,552	9,759	4,600	4,600	3,763	5,500	5,500
101-5410-522636	MAINT-VEHICLES	1,321	696	1,200	1,200	437	700	1,500
101-5410-522780	COMPUTER VENDOR SUPPORT	13,360	26,473	15,000	15,000	25,411	27,000	27,000
101-5410-522810	OTHER SERVICES	1,051	600	2,000	2,000	437	2,000	2,000
Other charges Total:		97,201	102,292	89,350	89,350	78,217	110,346	107,016
101-5410-533015	WORK STUDY	377	1,291	5,847	5,847	-	3,000	3,000
101-5410-533100	CONTRACTUAL SERVICES	34,975	34,373	45,000	45,000	28,085	40,000	45,000
Contractual services Total:		35,352	35,663	50,847	50,847	28,085	43,000	48,000
101-5410-544001	OFFICE SUPPLIES	6,131	8,176	9,300	9,300	6,023	9,000	9,000
101-5410-544016	MOTOR FUEL & LUBE	86	136	225	225	85	275	275
101-5410-544028	LIBRARY PROGRAMMING	11,494	16,841	21,000	21,000	27,504	27,504	27,000
101-5410-544029	LIBRARY & MEDIA CTR PROGRAM	61	1,537	1,500	1,500	642	1,500	1,500
101-5410-544032	CONTINUATIONS & DATABASES	12,811	20,583	14,000	14,000	8,395	14,000	14,000
101-5410-544045	OTHER SUPPLIES	23,464	23,952	25,000	25,000	20,607	30,000	30,000
101-5410-544101	GRANT EXPENDITURES	26,301	15,837	30,000	30,000	4,968	15,000	16,000
101-5410-548050	EQUIPMENT	17,406	10,913	12,000	12,000	8,308	12,000	14,800
Supplies Total:		97,754	97,976	113,025	113,025	76,532	109,279	112,575
101-5410-550100	CAPITAL OUTLAY	-	-	-	-	-	-	-
101-5410-550110	OFFICE FURNITURE-EQUIPMENT	-	-	-	-	-	-	-
101-5410-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-	-
101-5410-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-	12,500
101-5410-554240	VEHICLES	-	-	-	-	-	-	-
101-5410-554461	CAPITAL OUTLAY BOOKS	43,792	25,218	28,500	28,500	24,876	32,000	45,000
Capital outlay Total:		43,792	25,218	28,500	28,500	24,876	32,000	57,500
LIBRARY Total:		869,715	889,561	927,783	930,142	708,317	888,307	974,566

		History		Current			Proposed	
		2020-2021	2021-2022	2022-2023				
		Actual	Actual	2022-2023	2022-2023	YTD -	2022-2023	Fiscal Year
PLANNING & CODE ENFORCEMENT				Budget	Amended	08.08.23	Estimated	2023-2024
101-5511-510010	EXEMPT WAGES	182,073	182,011	184,359	159,679	142,689	170,000	159,922
101-5511-510020	NON-EXEMPT WAGES	432,787	497,939	510,140	352,081	299,541	355,000	391,061
101-5511-510025	PART-TIME WAGES	-	-	-	-	-	-	-
101-5511-510080	OVERTIME	22,134	16,879	9,000	4,000	11,826	15,000	9,000
101-5511-511100	GROUP HEALTH INSURANCE	86,861	84,597	107,272	76,178	46,579	52,000	83,160
101-5511-511120	PENSION CONTRIBUTION	54,739	58,194	61,236	45,283	38,129	45,630	49,589
101-5511-511140	FICA TAX	38,855	41,912	43,814	32,484	27,511	33,480	34,719
101-5511-511150	MEDICARE TAX	9,087	9,802	10,003	7,353	6,434	7,830	8,120
101-5511-511160	WORKERS COMP INSURANCE	3,030	3,018	9,509	10,319	7,799	9,000	1,349
101-5511-511180	UNEMPLOYMENT TAX	4,753	423	4,500	3,250	126	750	3,500
Personal services Total:		834,320	894,774	939,833	690,627	580,634	688,690	740,420
101-5511-522010	COMMUNICATIONS	13,849	16,564	14,500	10,700	14,164	15,000	11,000
101-5511-522043	TRAVEL AND TRAINING	7,837	15,018	19,000	15,800	20,779	20,779	14,000
101-5511-522080	INSURANCE & BONDS	-	-	-	-	580	580	-
101-5511-522240	ADVERTISING	4,980	6,311	7,700	7,700	4,498	6,000	6,000
101-5511-522320	COPYING EXPENSES	2,500	2,710	2,800	2,800	2,492	3,749	3,000
101-5511-522440	POSTAGE	4,442	5,848	6,600	5,600	3,369	4,129	5,000
101-5511-522520	MEMBERSHIP & SUBSCRIPTION	1,761	6,828	9,010	9,010	2,401	7,000	8,010
101-5511-522631	MAINT-OFFICE MACHINES	-	-	-	-	-	-	-
101-5511-522636	MAINT-VEHICLES	16,226	12,607	11,000	16,000	15,996	19,447	10,900
101-5511-522639	MAINT-RADIOS	2,786	299	500	-	-	-	500
101-5511-522720	ANIMAL SHELTER	82,558	109,045	90,000	-	-	-	-
101-5511-522810	OTHER SERVICES	7,253	4,951	6,000	(14,000)	3,648	5,000	5,000
101-5511-522820	CERTIFICATION & LICENSES	-	132	-	-	-	-	-
101-5511-522920	BANK & CREDIT CARD SERVICES	5,594	12,415	9,500	9,500	5,369	8,500	9,500
101-5511-522940	DEMOLITION & CLEANING	12,023	10,520	15,000	80,500	35,455	72,000	15,000
Other charges Total:		161,809	203,248	191,610	143,610	108,751	162,184	87,910
101-5511-533010	PROFESSIONAL SERVICES	15,000	-	-	-	-	-	-
Contractual services Total:		15,000	-	-	-	-	-	-
101-5511-544001	OFFICE SUPPLIES	2,988	2,975	3,000	1,800	4,533	4,745	3,500
101-5511-544009	ANIMAL WARDEN SUPPLIES	1,969	2,217	2,200	200	-	-	-
101-5511-544012	CLOTHING & LINENS	5,829	8,236	10,000	5,500	6,990	7,000	5,000
101-5511-544016	MOTOR FUEL & LUBE	17,806	23,923	15,000	10,000	6,266	10,000	10,000
101-5511-544042	CODE BOOK-CODIFICATION	178	460	1,300	1,300	386	750	1,000
101-5511-544045	OTHER SUPPLIES	1,087	740	800	2,100	2,139	3,575	1,000
101-5511-544050	MOSQUITO SPRAY	11,447	6,435	8,000	13,000	12,549	13,000	-
101-5511-548050	EQUIPMENT-NON CAPITALIZED	26,294	39,215	16,300	16,300	11,014	14,700	1,700
Supplies Total:		67,599	84,200	56,600	50,200	43,877	53,770	22,200
101-5511-550110	EQUIPMENT/OFFICE FURNITURE	-	649	-	-	-	-	-
101-5511-553120	IMPROVEMENTS	-	-	28,000	28,000	-	-	-
101-5511-554130	COMPUTER HARDWARE/SOFTWARE	-	2,257	10,000	10,000	-	-	20,000
101-5511-554131	TOOLS AND EQUIPMENT	-	(2,906)	15,000	15,000	-	-	-
101-5511-554240	VEHICLES	-	-	-	-	-	-	35,000
Capital outlay Total:		-	-	53,000	53,000	-	-	55,000
PLANNING & CODE ENF Total:		1,078,728	1,182,222	1,241,043	937,437	733,263	904,644	905,530

		History		Current				Proposed
		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 YTD -08.08.23	2022-2023 Estimated	Fiscal Year 2023-2024
DEBT SERVICE & BAD DEBT EXPENSE								
101-5700-566120	PRINCIPAL-CAP LEASES	146,392	150,608	238,425	238,425	188,424	188,424	389,136
101-5700-566220	INTEREST-CAP LEASES	30,331	26,246	37,045	37,045	22,045	22,045	117,350
Debt service Total:		176,723	176,853	275,470	275,470	210,469	210,469	506,486
DEBT SERVICE Total:		176,723	176,853	275,470	275,470	210,469	210,469	506,486
101-5800-522098	BAD DEBT EXPENSE	-	-	-	-	-	-	-
101-5800-522110	LEASE INTEREST EXPENSE	-	1,679	-	-	-	-	-
Other charges Total:		-	1,679	-	-	-	-	-
TRANSFERS & OTHER USES Total:		-	1,679	-	-	-	-	-

Proposed New Personnel

DEPT	PERSONNEL	SALARY	BENEFITS	TOTAL
5110	Custodian	23,088	11,052	34,140
	Building Maintenance Department Total			34,140
5206	Firefighter	35,000	16,080	51,080
	Firefighter	35,000	16,080	51,080
	Fire Department Total			102,159
5210	Animal Care & Control Of	29,702	11,869	41,571
	Animal Control Department Total			41,571
5404	Crew Leader	28,538	12,145	40,683
	Laborer	23,088	11,061	34,149
	Laborer	23,088	11,061	34,149
	Parks Department Total			108,981
5511	Building Inspector	35,714	12,529	48,243
	Planning & Code Enforcement Department Total			48,243
Total New Personnel				335,094

DEPT	CAPITAL OUTLAY	TOTAL
5103	Community Van	38,000
	City Secretary's Department	38,000
5110	Scissor Lift Electric 25'	20,000
	Floor Scrubber 20" Orbital	18,000
	1/2 ton truck utility bed with lift	65,000
	Building Maintenance Department	103,000
5111	Computer Replacement	20,000
	DR Redundance Nexus Switch	22,000
	Phone System Upgrades	10,000
	Patch Management Cyber Protection	12,000
	Information Technologies Department	\$ 64,000
5202	Latent print dusting chamber w/ supplies	6,200
	Tactical Gear	12,950
	Duty Gear	20,000
	Radio Equipment	5,000
	Max Console Hardware	35,000
	Wapon System Update	40,000
	Bosch Data Retrieval	32,000
	Laptops for Emergency Mgmt (2)	10,000
	Police Units (10)	770,000
	Police Department Total	\$ 931,150

DEPT	CAPITAL OUTLAY	TOTAL
5206	Rescue Tools/Jacks/Airbag	45,000
	SCBA Packs	15,650
	Vehicle - Shift Captain unit	85,000
	Fire Department Total	145,650
5208	Ambulance Remount	165,000
	EMS Department Total	165,000
5210	Adoption interaction area	10,000
	Animal Control Department Total	10,000
5300	1/2 ton pick up - PW Asst Director	\$ 50,000
	Public Works Administration Total	\$ 50,000
5304	Cabinet for traffic controller	26,000
	Asphalt Zipper	291,310
	Front Loader	225,000
	Streets Department Total	542,310
5307	Tractor with small shredder	60,000
	End Dump Trailer	50,000
	Day Cab truck (used)	85,000
	Drainage Department Total	195,000
5340	DEF System for Fuel Master	25,000
	Epoxy and Safety line markings	30,000
	Security gates @ City Shop	20,000
	Fleet Maintenance Department Total	75,000
5350	Format Printer	8,000
	RTK Utility Locator	17,000
	Heavy Duty Single Axle Trailer	9,400
	Engineering Department Total	34,400
5404	Zturn 72" Deck Mower (2)	36,000
	Bunker Rake	24,000
	Riding Athletic Field Striper	15,000
	1/2 ton truck/tool box/lighting (1)	55,000
	Forestry Bucket Truck 45' height	160,000
	Parks Department Total	290,000
5410	Self Checkout System (2)	12,500
	Library Department Total	12,500
5511	Energov Health Module	20,000
	Ford F-150	35,000
	Planning & Conde Enforcement Dept. Total	55,000
	Total Capital Outlay	2,711,010

WATER & WASTEWATER FUND

WATER/WASTEWATER COMBINED

		History		Current			PROPOSED
FINANCIAL SUMMARY		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
Beginning Working Capital		(1,813,002)	(1,926,664)	(1,010,803)	(1,010,803)	(1,010,803)	(806,823)
501-4000-433300	WATER SALES	7,231,021	7,546,724	7,660,880	7,660,880	7,771,753	7,771,753
501-4000-433310	WATER TAPPING FEES	231,838	320,771	525,000	525,000	259,883	360,000
501-4000-433720	UTILITY BILLING PENALTIES	121,700	131,130	110,000	135,000	142,668	150,000
501-4000-437210	ONLINE TRANSACTION FEE	(17,006)	116,729	90,000	120,000	123,999	125,000
501-4000-439010	OVER/UNDER	19	38	-	-	(10)	-
508-4000-433400	WASTEWATER SALES	5,326,140	5,583,596	5,277,740	5,277,740	5,644,519	5,750,000
508-4000-433410	WASTEWATER CONN. FEES	35,900	5,100	27,000	27,000	-	5,100
508-4000-433450	CAPITAL IMPROVEMENT FEE	707,367	786,914	695,000	710,000	811,074	779,000
508-4000-433650	GREASE TRAP COLL. FEES	7,272	7,079	6,000	6,000	2,254	5,000
508-4000-433720	UTILITY BILLING PENALTIES	94,077	106,334	105,000	120,000	117,922	120,000
Charges for services Total:		13,738,328	14,604,414	14,496,620	14,581,620	14,874,063	15,065,853
501-4000-450010	INTERGOVERNMENTAL Rev.	5,442	561,717	-	-	-	-
Intergovernmental Total:		5,442	561,717	-	-	-	-
501-4000-471530	RENT OF WATER TOWER	20,988	17,547	-	-	-	-
501-4000-476350	CONTRIBUTIONS FROM DEVELOPER	-	-	-	-	111,178	-
501-4000-478910	MISCELLANEOUS REVENUE	37,570	61,321	60,000	85,000	70,242	65,000
508-4000-476350	CONTRIBUTIONS FROM DEVELOPERS	-	-	-	-	-	-
508-4000-478910	MISCELLANEOUS REVENUE	(1,320)	101	-	13,531	13,531	-
Miscellaneous Total:		57,238	78,969	60,000	98,531	194,951	65,000
501-4000-490000	OTHER FINANCING SOURCES	-	-	-	-	-	-
501-4000-490100	TRANSFER FROM OTHER FUNDS	250,000	882,525	-	-	-	-
501-4000-492010	PROCEED SALE OF ASSETS	-	-	-	-	-	-
501-4000-494000	GAIN/LOSS-ACCOUNTING CHANGE	-	-	-	-	-	-
508-4000-490100	TRANSFER FROM OTHER FUNDS	-	1,124,517	-	-	819,010	-
Other Financing Sources Total:		250,000	2,007,042	-	-	819,010	-
TOTAL COMBINED REVENUES		14,051,009	17,252,141	14,556,620	14,680,151	15,888,023	15,130,853
EXPENDITURE SUMMARY							
WATER TREATMENT PLANT		1,755,133	1,915,845	2,004,635	2,005,135	2,026,633	2,418,791
WATER DISTRIBUTION		997,303	1,140,162	1,109,016	1,109,016	1,045,344	1,149,954
METER READER DIVISION		530,183	514,539	658,778	664,578	991,691	664,647
UTILITY BILLING		412,831	478,156	401,635	421,635	465,114	526,920
DEBT SERVICE		148,692	138,920	527,471	527,471	527,472	527,472
TRANSFERS & OTHER USES		3,604,889	3,141,138	3,110,543	3,380,543	3,571,888	3,272,524
WASTEWATER TREATMENT		2,346,011	2,195,345	1,437,101	1,477,101	1,398,033	1,378,996
WASTEWATER COLLECTION		2,681,350	2,572,804	1,732,365	1,857,788	2,084,570	2,427,811
DEBT SERVICE		15,214	13,255	58,552	58,552	58,552	218,436
TRANSFERS & OTHER USES		3,487,506	3,032,598	3,515,517	2,515,517	3,514,747	2,448,274
TOTAL EXPENDITURES		15,979,110	15,142,761	14,555,613	14,017,336	15,684,044	15,033,825
REVENUES OVER(UNDER) EXPENDITURES		(1,928,102)	2,109,381	1,007	662,815	203,980	97,028

Ending Working Capital (1,926,664) (1,010,803) (1,009,796) (347,988) (806,823) (709,795)

WATER FUND

WATER FUND

		History		Current			PROPOSED
Financial Summary		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
501-4000-433300	WATER SALES	7,231,021	7,546,724	7,660,880	7,660,880	7,771,753	7,771,753
501-4000-433300	WATER SALES-CITY OF DONNA	-	-	-	-	-	-
501-4000-433310	WATER TAPPING FEES	231,838	320,771	525,000	525,000	259,883	360,000
501-4000-433720	UTILITY BILLING PENALTIES	121,700	131,130	110,000	135,000	142,668	150,000
501-4000-437210	ONLINE TRANSACTION FEE	(17,006)	116,729	90,000	120,000	123,999	125,000
501-4000-439010	OVER/UNDER	19	38	-	-	(10)	-
Charges for services Total:		7,567,573	8,115,392	8,385,880	8,440,880	8,298,293	8,406,753
501-4000-450010	INTERGOVERNMENTAL REV.	5,442	561,717	-	-	-	-
Intergovernmental Total:		5,442	561,717	-	-	-	-
501-4000-471530	RENT OF WATER TOWER	20,988	17,547	-	-	-	-
501-4000-476350	CONTRIB. FROM DEVELOPER	-	-	-	-	111,178	-
501-4000-478910	MISCELLANEOUS REVENUE	37,570	61,321	60,000	85,000	70,242	65,000
Miscellaneous Total:		58,558	78,868	60,000	85,000	181,420	65,000
501-4000-490000	OTHER FINANCING SOURCES	-	-	-	-	-	-
501-4000-490100	TRSF FROM OTHER FUNDS	250,000	882,525	-	-	-	-
501-4000-492010	PROCEED SALE OF ASSETS	-	-	-	-	-	-
501-4000-494000	GAIN/LOSS-ACCT CHANGE	-	-	-	-	-	-
Other Financing Sources Total:		250,000	882,525	-	-	-	-
REVENUES Total:		7,881,574	9,638,501	8,445,880	8,525,880	8,479,713	8,471,753
EXPENDITURE SUMMARY							
WATER TREATMENT PLANT		1,755,133	1,915,845	2,004,635	2,005,135	2,026,633	2,418,791
WATER DISTRIBUTION		997,303	1,140,162	1,109,016	1,109,016	1,045,344	1,149,954
METER READER DIVISION		530,183	514,539	658,778	664,578	991,691	664,647
UTILITY BILLING		412,831	478,156	401,635	421,635	465,114	526,920
DEBT SERVICE		148,692	138,920	527,471	527,471	527,472	527,472
TRANSFERS & OTHER USES		3,604,889	3,141,138	3,110,543	3,380,543	3,571,888	3,272,524
TOTAL EXPENDITURES		7,449,030	7,328,760	7,812,078	8,108,378	8,628,142	8,560,308
REVENUES OVER(UNDER) EXPENDITURES		432,543	2,309,742	633,802	417,502	(148,429)	(88,555)

		History		Current			PROPOSED
WATER TREATMENT PLANT		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
501-5312-510010	EXEMPT WAGES	-	-	-	-	-	100,000
501-5312-511100	GROUP HEALTH INSURANCE	-	-	-	-	-	5,940
501-5312-511120	PENSION CONTRIBUTION	-	-	-	-	-	9,000
501-5312-511140	FICA TAX	-	-	-	-	-	6,200
501-5312-511150	MEDICARE TAX	-	-	-	-	-	1,450
501-5312-511160	WORKERS COMP INSURANCE	-	-	-	-	-	3,290
501-5312-511180	UNEMPLOYMENT TAX	-	-	-	-	-	250
501-5312-511128	PENSION EXPENSE-AUDIT	(7,332)	(37,865)	-	-	-	-
501-5312-511129	OPEB EXPENSE	4,542	4,644	-	-	-	-
Personal services Total:		(2,790)	(33,221)	-	-	-	126,130
501-5312-522010	COMMUNICATIONS	1,449	1,449	2,000	2,000	1,550	25,000
501-5312-522380	UTILITIES	192,941	175,023	200,000	200,000	206,000	215,000
501-5312-522628	MAINT-OTHER	-	-	-	-	1,513	-
501-5312-522636	MAINT-VEHICLES	-	-	1,500	1,500	750	1,500
501-5312-522640	MAINT-ALLOWANCE	-	191	10,000	10,000	4,000	10,000
501-5312-522810	OTHER SERVICES	12,680	146	-	500	500	20,500
501-5312-522840	INSPECTION FEES	27,436	27,468	35,000	35,000	27,500	30,000
Other charges Total:		234,505	204,277	248,500	249,000	241,813	302,000
501-5312-533012	CONTRACTUAL SERVICES	1,029,801	1,090,680	1,313,135	1,313,135	1,176,820	1,235,661
Contractual services Total:		1,029,801	1,090,680	1,313,135	1,313,135	1,176,820	1,235,661
501-5314-544001	OFFICE SUPPLIES	-	-	-	-	-	1,000
501-5314-544005	JANITOR SUPPLIES	-	-	-	-	-	1,000
501-5314-544012	CLOTHING & LINENS	-	-	-	-	-	1,000
501-5312-544016	MOTOR FUEL & LUBE	7,212	9,084	8,000	8,000	8,000	8,000
501-5314-544020	MINOR TOOLS	-	-	-	-	-	2,000
501-5314-544045	OTHER SUPPLIES	-	-	-	-	-	2,000
501-5312-544044	WATER DELIVERY FEES	405,760	550,826	435,000	435,000	600,000	600,000
501-5315-5440	EQUIPMENT-NON CAPITALIZE	-	-	-	-	-	15,000
Supplies Total:		412,972	559,910	443,000	443,000	608,000	630,000
501-5312-550100	CAPITAL OUTLAY	-	-	-	-	-	100,000
501-5312-548050	EQUIPMENT	-	-	-	-	-	25,000
Capital outlay Total:		-	-	-	-	-	125,000
501-5312-571010	DEPRECIATION	80,644	94,199	-	-	-	-
Depreciation Total:		80,644	94,199	-	-	-	-
WATER TREATMENT		1,755,133	1,915,845	2,004,635	2,005,135	2,026,633	2,418,791

		History		Current			ADOPTED
WATER DISTRIBUTION		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
501-5314-510020	NON-EXEMPT WAGES	207,399	243,651	324,159	324,159	285,000	306,009
501-5314-510080	OVERTIME	41,398	40,470	45,000	45,000	40,000	45,000
501-5314-511100	GROUP HEALTH INSURANCE	36,978	40,555	68,464	68,464	42,000	65,340
501-5314-511120	PENSION CONTRIBUTION	21,772	23,210	32,133	32,133	27,463	33,109
501-5314-511140	FICA TAX	14,959	16,591	22,888	22,888	20,150	22,808
501-5314-511150	MEDICARE TAX	3,499	3,881	5,353	5,353	4,713	5,334
501-5314-511160	WORKERS COMP INSURANCE	7,844	10,212	9,279	9,279	9,279	12,103
501-5314-511180	UNEMPLOYMENT TAX	2,072	(181)	2,750	2,750	1,000	2,750
Personal services Total:		335,921	378,390	510,026	510,026	429,604	492,454
501-5314-522010	COMMUNICATIONS	3,673	5,750	6,500	6,500	9,000	6,500
501-5314-522043	TRAVEL AND TRAINING	-	2,642	5,000	5,000	5,000	5,000
501-5314-522080	INSURANCE & BONDS	8,059	7,518	13,000	13,000	13,000	7,700
501-5314-522095	SPECIAL PROJECTS	10,471	22,352	12,000	12,000	13,000	12,000
501-5314-522440	POSTAGE	41	15	150	150	150	150
501-5314-522520	MEMBERSHIP & SUBSCRIPTION	2,000	2,300	3,400	3,400	4,700	4,700
501-5314-522628	MAINT-OTHER	-	1,965	2,000	2,000	3,200	2,000
501-5314-522634	MAINT-MACHINERY	12,351	12,521	15,000	15,000	20,000	18,500
501-5314-522636	MAINT-VEHICLES	13,634	9,146	13,300	13,300	13,300	13,300
501-5314-522648	MAINT-WATER MAINS	192,156	232,356	150,000	150,000	150,000	200,000
501-5314-522649	MAINT-FIRE HYDRANTS	25,735	26,573	30,000	30,000	30,000	30,000
501-5314-522810	OTHER SERVICES	273	2,870	2,000	2,000	2,200	2,000
Other charges Total:		268,392	326,008	252,350	252,350	263,550	301,850
501-5314-544001	OFFICE SUPPLIES	1,064	536	1,000	1,000	1,000	1,000
501-5314-544005	JANITOR SUPPLIES	-	144	500	500	750	500
501-5314-544012	CLOTHING & LINENS	5,995	3,752	5,400	5,400	8,000	6,000
501-5314-544016	MOTOR FUEL & LUBE	12,818	19,335	16,700	16,700	17,000	16,700
501-5314-544020	MINOR TOOLS	1,229	1,959	2,000	2,000	2,400	2,000
501-5314-544045	OTHER SUPPLIES	6,080	4,536	5,000	5,000	7,000	5,400
501-5314-5440	EQUIPMENT	13,376	43,816	21,840	21,840	21,840	36,050
Supplies Total:		40,562	74,079	52,440	52,440	57,990	67,650
501-5314-550100	CAPITAL OUTLAY	-	-	275,000	275,000	275,000	-
501-5314-550110	EQUIPMENT - OFFICE FURNITURE	-	-	-	-	-	-
501-5314-553120	IMPROVEMENTS	-	-	-	-	-	200,000
501-5314-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
501-5314-554131	TOOL AND EQUIPMENT	-	-	19,200	19,200	19,200	18,000
501-5314-554240	VEHICLES	-	-	-	-	-	70,000
Capital outlay Total:		-	-	294,200	294,200	294,200	288,000
501-5314-571010	DEPRECIATION	352,428	361,685	-	-	-	-
Depreciation Total:		352,428	361,685	-	-	-	-
WATER DISTRIBUTION		997,303	1,140,162	1,109,016	1,109,016	1,045,344	1,149,954

		History		Current			PROPOSED
METER READER DIVISION		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
501-5315-510020	NON-EXEMPT WAGES	53,849	73,363	80,970	80,970	80,970	81,453
501-5315-510080	OVERTIME	2,576	2,717	2,500	2,500	3,000	3,500
501-5315-511100	GROUP HEALTH INSURANCE	10,110	13,598	18,672	18,672	25,991	17,820
501-5315-511120	PENSION CONTRIBUTION	4,821	6,134	7,266	7,266	13,767	7,331
501-5315-511140	FICA TAX	3,439	4,532	5,175	5,175	10,032	5,267
501-5315-511150	MEDICARE TAX	804	1,060	1,210	1,210	2,346	1,232
501-5315-511160	WORKERS COMP INSURANCE	3,305	5,444	2,457	2,457	2,457	2,795
501-5315-511180	UNEMPLOYMENT TAX	504	174	750	750	250	750
Personal services Total:		79,409	107,022	119,000	119,000	138,813	120,147
501-5315-522010	COMMUNICATIONS	6,289	6,450	6,800	6,800	6,800	7,700
501-5315-522043	TRAVEL & TRAINING	-	-	-	-	-	-
501-5315-522080	INSURANCE & BONDS	2,124	2,270	3,578	3,578	3,578	3,500
501-5315-522636	MAINT-VEHICLES	2,389	1,783	2,500	2,500	3,800	4,000
501-5315-522639	MAINT-RADIOS	-	-	500	500	500	500
501-5315-522642	MAINT-METERS	4,183	2,545	4,200	10,000	23,000	10,000
501-5315-522810	OTHER SERVICES	21,896	1,292	4,000	4,000	2,000	4,000
Other charges Total:		36,880	14,341	21,578	27,378	39,678	29,700
501-5315-544001	OFFICE SUPPLIES	-	-	200	200	200	-
501-5315-544012	CLOTHING & LINENS	1,636	1,296	1,500	1,500	1,500	1,500
501-5315-544016	MOTOR FUEL & LUBE	6,125	10,422	10,000	10,000	10,000	8,500
501-5315-544020	MINOR TOOLS	575	1,302	1,000	1,000	1,000	1,000
501-5315-544045	OTHER SUPPLIES	288	321	500	500	500	500
501-5315-5440	EQUIPMENT-NON CAPITALIZE	43,702	8,895	-	-	-	3,300
Supplies Total:		52,325	22,236	13,200	13,200	13,200	14,800
501-5315-550100	CAPITAL OUTLAY	-	-	-	405,000	700,000	-
501-5315-550101	EQUIPMENT/OFFICE FURNITURE	-	-	-	-	-	-
501-5315-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
501-5315-550102	TOOLS AND EQUIPMENT	-	-	505,000	100,000	100,000	500,000
501-5315-550103	VEHICLES	-	-	-	-	-	-
Capital outlay Total:		-	-	505,000	505,000	800,000	500,000
501-5315-571010	DEPRECIATION	361,569	370,940	-	-	-	-
Depreciation Total:		361,569	370,940	-	-	-	-
WATER METER DIVISION		530,183	514,539	658,778	664,578	991,691	664,647

6/9/2023

6/9/2023		History		Current			ADOPTED
		2020-2021	2021-2022	2022-2023	2022-2023	2022-2023	
UTILITY BILLING		Actual	Actual	Budget	Amended	Estimated	Fiscal Year 2023-2024
501-5316-510020	NON-EXEMPT WAGES	129,827	124,861	122,247	122,247	121,000	122,782
501-5316-510025	PART-TIME WAGES	6,014	5,491	10,920	10,920	13,000	11,544
501-5316-510030	TEMPORARY WAGES	664	4,692	-	-	-	-
501-5316-510080	OVERTIME	2,144	1,433	4,000	4,000	3,000	4,000
501-5316-511100	GROUP HEALTH INSURANCE	22,416	18,284	24,896	24,896	24,000	23,760
501-5316-511120	PENSION CONTRIBUTION	11,116	10,668	10,989	10,989	10,478	11,410
501-5316-511140	FICA TAX	8,230	8,294	8,504	8,504	7,688	8,576
501-5316-511150	MEDICARE TAX	1,925	1,940	1,989	1,989	1,798	2,006
501-5316-511160	WORKERS COMP INSURANCE	519	854	390	390	1,200	4,551
501-5316-511180	UNEMPLOYMENT TAX	1,186	176	1,250	1,250	500	1,250
Personal services Total:		184,040	176,693	185,185	185,185	182,664	189,880
501-5316-522010	COMMUNICATIONS	619	640	800	800	650	900
501-5316-522043	TRAVEL AND TRAINING	-	-	1,800	1,800	-	1,500
501-5316-522320	COPYING EXPENSES	1,351	649	1,600	1,600	5,500	2,500
501-5316-522440	POSTAGE	60,252	72,930	55,000	75,000	7,500	70,000
501-5316-522631	MAINT-OFFICE MACHINES	-	-	-	-	-	-
501-5316-522639	MAINT-RADIOS	792	864	1,000	1,000	1,000	870
501-5316-522810	OTHER SERVICES	1,125	47,880	40,000	40,000	63,000	60,000
501-5316-522920	BANK & CREDIT CARD SERVICES	155,583	165,064	106,000	106,000	192,000	190,000
Other charges Total:		219,723	288,027	206,200	226,200	269,650	325,770
501-5316-544001	OFFICE SUPPLIES	5,761	10,394	7,000	7,000	10,000	10,000
501-5316-544012	CLOTHING & LINENS	265	-	500	500	300	650
501-5316-544045	OTHER SUPPLIES	16	378	250	250	-	220
501-5316-548050	EQUIPMENT-NON CAPITALIZED	3,025	1,176	2,500	2,500	2,500	400
Supplies Total:		9,067	11,949	10,250	10,250	12,800	11,270
501-5316-550110	EQUIPMENT	-	-	-	-	-	-
501-5316-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
501-5316-554131	TOOLS AND EQUIPMENT	-	-	-	-	-	-
501-5316-554240	VEHICLES	-	-	-	-	-	-
Capital Outlay Total:		-	-	-	-	-	-
501-5316-571010	DEPRECIATION	-	1,487	-	-	-	-
Depreciation Total:		-	1,487	-	-	-	-
UTILITY BILLING		412,831	478,156	401,635	421,635	465,114	526,920

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		History		Current			ADOPTED
		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
DEBT SERVICE							
501-5700-566210	INTEREST EXPENSE	-	-	-	-	-	-
501-5700-566500	PRINCIPAL - CAP LEASES	-	-	398,576	398,576	398,576	408,860
501-5700-566550	INTEREST - CAP LEASES	148,692	138,920	128,895	128,895	128,895	118,612
Debt service Total:		148,692	138,920	527,471	527,471	527,472	527,472
DEBT SERVICE Total:		148,692	138,920	527,471	527,471	527,472	527,472

		History		Current			ADOPTED
		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
TRANSFERS & OTHER USES							
501-5800-522098	BAD DEBT EXPENSE	25,548	45,304	-	-	-	-
Other charges Total:		25,548	45,304	-	-	-	-
501-5800-522110	LEASE INTEREST EXPENSE	-	122	-	-	-	-
501-5800-580000	TRANSFERS OUT	219,000	-	15,000	285,000	476,345	63,000
501-5800-580101	TRSF TO GENERAL FUND	695,171	695,171	695,171	695,171	695,171	695,171
501-5800-580503	TRSF TO WTR SWR I&S	2,665,170	2,400,541	2,400,372	2,400,372	2,400,372	2,514,353
Other Financing Uses Total:		3,579,341	3,095,834	3,110,543	3,380,543	3,571,888	3,272,524
TRANSFERS & OTHER USES		3,604,889	3,141,138	3,110,543	3,380,543	3,571,888	3,272,524

WASTEWATER FUND

WASTEWATER FUND		History		Current			PROPOSED
Financial Summary		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
508-4000-433400	WASTEWATER SALES	5,326,140	5,583,596	5,277,740	5,277,740	5,644,519	5,750,000
508-4000-433410	WASTEWATER CONN. FEES	35,900	5,100	27,000	27,000	-	5,100
508-4000-433450	CAPITAL IMPROVEMENT FEE	707,367	786,914	695,000	710,000	811,074	779,000
508-4000-433650	GREASE TRAP COLL. FEES	7,272	7,079	6,000	6,000	2,254	5,000
508-4000-433720	UTILITY BILLING PENALTIES	94,077	106,334	105,000	120,000	117,922	120,000
Charges for services Total:		6,170,755	6,489,022	6,110,740	6,140,740	6,575,770	6,659,100
		4.8338%	257,457				
508-4000-476350	CONTRIB. FROM DEVELOPERS	-	-	-	-	-	-
508-4000-478910	MISCELLANEOUS REVENUE	(1,320)	101	-	13,531	13,531	-
Miscellaneous Total:		(1,320)	101	-	13,531	13,531	-
508-4000-490100	TRANSFER FROM OTHER FUNDS	-	1,124,517	-	-	819,010	-
Other Financing Sources Total:		-	1,124,517	-	-	819,010	-
REVENUES Total:		6,169,435	7,613,640	6,110,740	6,154,271	7,408,310	6,659,100
EXPENDITURE SUMMARY							
WASTEWATER TREATMENT		2,346,011	2,195,345	1,437,101	1,477,101	1,398,033	1,378,996
WASTEWATER COLLECTION		2,681,350	2,572,804	1,732,365	1,857,788	2,084,570	2,427,811
DEBT SERVICE		15,214	13,255	58,552	58,552	58,552	218,436
TRANSFERS & OTHER USES		3,487,506	3,032,598	3,515,517	2,515,517	3,514,747	2,448,274
TOTAL EXPENDITURES		8,530,080	7,814,001	6,743,535	5,908,958	7,055,902	6,473,517
REVENUES OVER(UNDER) EXPENDITURES		(2,360,645)	(200,361)	(632,795)	245,313	352,408	185,583

		History		Current			PROPOSED
		2020-2021	2021-2022	2022-2023	2022-2023	2022-2023	Fiscal Year 2023-
		Actual	Actual	Budget	Amended	Estimated	2024
WASTEWATER TREATMENT							
508-5322-522010	COMMUNICATIONS	786	786	1,000	1,000	1,000	1,000
508-5322-522380	UTILITIES	389,871	316,517	370,000	370,000	381,000	370,000
508-5322-522634	MAINT-MACHINERY	-	-	-	-	-	-
508-5322-522636	MAINT-VEHICLES	-	-	750	750	750	750
508-5322-522640	MAINT-ALLOWANCE	-	4,740	12,500	12,500	5,000	12,500
508-5322-522810	OTHER SERVICES	-	-	2,000	32,000	32,000	2,000
508-5322-522840	INSPECTION FEES	51,164	31,042	57,000	57,000	57,000	57,000
Other charges Total:		441,822	353,085	443,250	473,250	476,750	443,250
508-5322-533012	CONTRACTUAL SERV.	915,090	806,081	984,851	984,851	882,615	926,746
Contractual services Total:		915,090	806,081	984,851	984,851	882,615	926,746
508-5322-544016	MOTOR FUEL & LUBE	13,495	13,551	9,000	9,000	14,800	9,000
508-5322-544045	OTHER SUPPLIES	-	-	-	-	-	-
Supplies Total:		13,495	13,551	9,000	9,000	14,800	9,000
508-5322-550100	CAPITAL OUTLAY	-	-	-	10,000	23,868	-
508-5322-548050	EQUIPMENT	-	-	-	-	-	-
Capital outlay Total:		-	-	-	10,000	23,868	-
508-5322-571010	DEPRECIATION	975,604	1,022,628	-	-	-	-
Depreciation Total:		975,604	1,022,628	-	-	-	-
WASTEWATER TREATMENT		2,346,011	2,195,345	1,437,101	1,477,101	1,398,033	1,378,996

		History		Current			PROPOSED
WASTEWATER COLLECTION		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
508-5324-510020	NON-EXEMPT WAGES	141,147	121,256	120,061	120,061	80,000	141,794
508-5324-510080	OVERTIME	27,023	28,441	25,000	25,000	32,000	25,000
508-5324-511100	GROUP HEALTH INSURANCE	17,561	16,190	24,896	24,896	10,000	29,700
508-5324-511120	PENSION CONTRIBUTION	13,714	12,939	12,627	12,627	9,464	17,443
508-5324-511128	PENSION EXPENSE-AUDIT	(1,467)	(7,573)	-	-	-	-
508-5324-511129	OPEB EXPENSE	909	929	-	-	-	-
508-5324-511140	FICA TAX	9,422	8,916	8,994	8,994	6,944	12,016
508-5324-511150	MEDICARE TAX	2,203	2,085	2,103	2,103	1,624	2,810
508-5324-511160	WORKERS COMP INSURANCE	6,059	9,979	6,272	6,272	7,900	6,376
508-5324-511180	UNEMPLOYMENT TAX	1,511	239	1,000	1,000	750	1,250
Category: 51 - Personal services Total:		218,082	193,402	200,953	200,953	148,682	236,390
508-5324-522010	COMMUNICATIONS	2,088	7,513	7,000	7,000	8,000	10,000
508-5324-522043	TRAVEL AND TRAINING	811	350	4,200	4,200	2,500	4,250
508-5324-522080	INSURANCE & BONDS	2,654	2,473	3,741	3,741	4,000	2,600
508-5324-522380	UTILITIES	263,011	294,843	216,000	216,000	270,000	270,000
508-5324-522440	POSTAGE	-	-	50	50	-	50
508-5324-522445	COLLECTION COSTS	27,149	40,848	34,000	34,000	27,000	30,000
508-5324-522520	MEMBERSHIP & SUBSCRIPTION	-	-	400	400	-	1,400
508-5324-522628	MAINT-OTHER	-	-	800	800	-	1,000
508-5324-522634	MAINT-MACHINERY	12,122	15,262	12,000	25,000	30,000	20,000
508-5324-522636	MAINT-VEHICLES	7,897	2,003	7,700	7,700	7,700	7,700
508-5324-522640	MAINT-ALLOWANCE	18,118	23,501	38,000	38,000	38,000	25,000
508-5324-522650	MAINT-COLLECTION LINES	91,620	72,384	105,000	92,000	105,000	85,000
508-5324-522810	OTHER SERVICES	62,239	17,508	45,000	45,000	150,000	50,000
Other charges Total:		487,709	476,684	473,891	473,891	642,200	507,000
508-5324-533012	CONTRACTUAL SERVICES	915,011	812,581	960,921	960,921	882,615	960,921
Contractual services Total:		915,011	812,581	960,921	960,921	882,615	960,921
508-5324-544001	OFFICE SUPPLIES	937	587	1,000	1,000	1,250	800
508-5324-544012	CLOTHING & LINENS	3,310	1,204	3,500	3,500	3,500	3,500
508-5324-544016	MOTOR FUEL & LUBE	16,593	24,092	25,000	25,000	25,000	20,000
508-5324-544020	MINOR TOOLS	7,749	838	1,200	1,200	1,200	1,200
508-5324-544025	CHEMICALS	23,767	41,238	50,000	50,000	50,000	40,000
508-5324-544045	OTHER SUPPLIES	2,017	2,425	3,000	3,000	3,000	3,000
508-5324-548050	EQUIPMENT-NON CAPITALIZED	-	10,187	-	-	-	15,000
Supplies Total:		54,373	80,570	83,700	83,700	83,950	83,500
508-5324-550110	EQUIPMENT/OFFICE FURNITRE	-	-	12,900	12,900	12,900	-
508-5324-554120	IMPROVEMENTS	-	-	-	44,188	44,188	450,000
508-5324-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
508-5324-554136	IMPROVEMENTS	-	-	-	81,235	81,235	-
508-5324-554131	TOOL AND EQUIPMENT	-	-	-	-	188,800	70,000
508-5324-554240	VEHICLES	-	-	-	-	-	120,000
Capital outlay Total:		-	-	12,900	138,323	327,123	640,000
508-5324-571010	DEPRECIATION	1,006,174	1,009,567	-	-	-	-
Depreciation Total:		1,006,174	1,009,567	-	-	-	-
WASTEWATER COLLECTION		2,681,350	2,572,804	1,732,365	1,857,788	2,084,570	2,427,811

	History		Current			PROPOSED
DEBT SERVICE	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
508-5700-566120 PRINCIPAL-CAP LEASES	-	-	45,297	45,297	47,345	209,369
508-5700-566210 BOND INTEREST	-	-	-	-	-	-
508-5700-566220 INTERES-CAP LEASES	15,214	13,255	13,255	13,255	11,207	9,067
Debt service Total:	15,214	13,255	58,552	58,552	58,552	218,436
DEBT SERVICE Total:	15,214	13,255	58,552	58,552	58,552	218,436

	History		Current			PROPOSED
TRANSFERS & OTHER USES	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
508-5800-522098 BAD DEBT EXPENSE	17,864	33,081	-	-	-	-
Other charges Total:	17,864	33,081	-	-	-	-
508-5800-580000 TRSF TO OTHER FUNDS	434,500	-	516,000	516,000	516,000	803,000
508-5800-580101 TRSF TO GENERAL FUND	670,390	670,390	670,390	670,390	670,390	670,390
508-5800-580503 TRSF TO WTR SWR I&S	2,364,752	2,329,127	2,329,127	1,329,127	2,328,357	974,884
Other Financing Uses Total:	3,469,642	2,999,517	3,515,517	2,515,517	3,514,747	2,448,274
TRANSFERS & OTHER USES	3,487,506	3,032,598	3,515,517	2,515,517	3,514,747	2,448,274

Proposed New Personnel

DEPT	PERSONNEL	SALARY	BENEFITS	TOTAL
Water Fund				
5312	Public Utilities Director	100,000	26,409	126,409
	Water Plant Department Total			126,409
5314	Distribution Operator	24,960	11,446	36,406
	Water Distribution Department Total			36,406
Wastewater Fund				
5324	CCTV Operator	26,042	11,661	37,703
	Wastewater Collection Department Total			37,703
Total New Personnel				200,518

DEPT	CAPITAL OUTLAY	TOTAL
WATER Fund		
5312	Equipment	15,000
	Capital Outlay-Improvements	100,000
	Vehicle- PU Director	25,000
	Centrifuge Maintenance (Inframark)	55,000
	Transfer Pump VFD (Inframark)	8,000
	Water Plant Department Total	203,000
5314	Light Towers with generator (2)	18,000
	4x4 Crew cab truck w/utility box	70,000
	Waterlines replacement	200,000
	Water Distribution Department Total	288,000
5315	Water meters	500,000
	Total Meter Reader Division Total	\$ 500,000
WASTEWATER Fund		
5324	6"Pump- Lift station #37	70,000
	CCTV Camera inspection truck	120,000
	Manhole Rehabilitation	250,000
	Pipe Bursting water/sewer	200,000
	Wastewater Collection Department Total	640,000

DEPT	CAPITAL OUTLAY	TOTAL
5322	NWWTP - Contact Chamber (Inframark)	30,000
	NWWTP - OD Rotor Repair (Inframark)	40,000
	NWWTP - OD Sludge pump VFD (Inframark)	15,000
	NWWTP - Clarifier Splitter Gate Valves (Inframark)	60,000
	SWWTP - Rotor Repair (Inframark)	40,000
	SWWTP - Clarifiers Center Tub (Inframark)	125,000
	SWWTP - UV Modules Replacement (Inframark)	375,000
	SWWTP - Rotor wave breaker (Inframark)	25,000
	LS 03/05/10 - Pump Repair (Inframark)	40,000
	LS 35/36/37 - Pump Repair (Inframark)	40,000
	LS 42 - New Pump (Inframark)	8,000
	LS 17 - New Pump (Inframark)	5,000
Wastewater Treatment Department Total		803,000

Water/Wastewater Capital Outlay	2,434,000
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WATER & WASTEWATER CIP FUND

WATER & WASTEWTR PROJECTS-CIP		History		Current			Proposed	
Financial Summary		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Department Request FY 2024	CM Recommend FY 2024
BEGINNING BALACE-POOLED CASH		-	265,353	(125,351)	(125,351)	(125,351)	0	0
502-4000-490100	TRANSFERS IN	653,500	-	531,000	801,000	992,345	2,583,000	866,000
Department: 4000 - REVENUE Total:		653,500	-	531,000	801,000	992,345	2,583,000	866,000
TOTAL AVAILABLE RESOURCES		653,500	265,353	405,649	675,649	866,994	2,583,000	866,000
502-5312-522625	MAINT. - TOOLS & EQUIP	-	9,246	-	-	-	-	-
502-5312-548050	EQUIPMENT-NON CAPITALIZED	20,443	-	-	-	-	-	-
502-5312-550100	CAPITAL OUTLAY WTP	-	-	15,000	285,000	285,000	90,000	63,000
502-5312-550110	EQUIPMENT	-	-	-	-	-	-	-
502-5312-571010	DEPRECIATION	3,973	8,662	-	-	-	-	-
502-5314-522810	OTHER SERVICES	-	302	-	-	-	-	-
502-5314-553120	CAPITAL OUTLAY IMPROV.-WWC	-	-	-	-	-	-	-
502-5314-553121	EQUIPMENT	-	-	-	-	-	-	-
502-5314-553125	CAPITAL OUTLAY IMPROVEMENTS	-	-	-	-	-	-	-
502-5314-571010	DEPRECIATION	21,852	31,236	-	-	-	-	-
502-5322-548050	EQUIPMENT-NON CAPITALIZED	67,967	-	-	-	-	-	-
502-5322-553120	CAPITAL OUTLAY IMPROV.-WWC	-	-	516,000	516,000	433,034	2,493,000	803,000
502-5322-571010	DEPRECIATION	35,602	38,128	-	-	-	-	-
502-5324-548050	EQUIPMENT-NON CAPITALIZED	-	-	-	-	-	-	-
502-5324-553120	CAPITAL OUTLAY IMPROV.-WWC	-	-	150,000	150,000	148,960	-	-
502-5324-553121	EQUIPMENT	3,322	-	-	-	-	-	-
502-5342-571010	DEPRECIATION	366,647	369,130	-	-	-	-	-
WATER/SEWER PROJECTS Surplus (Deficit):		519,807	456,705	681,000	951,000	866,994	2,583,000	866,000
ENDING BALACE-POOLED CASH		265,353	(125,351)	(275,351)	(275,351)	0	0	0

WATER TREATMENT PLANT

Budget Year	Estimated Repair Cost	Summary Comment	Estimated Annual Cost
2024	-	Rehab plant 3&4 surface wash	
2024	55,000	Centrifuge Maintenance	
2024	-	Reservoir Intake Meter	
2024	8,000	Transfer Pump VFD	
			\$ 63,000
2025	10,000	Marlow 530 Chemical Pump	
2025	10,000	Marlow 630 Chemical pump	
2025	15,000	Flight Chain	
			\$ 35,000
2026	15,000	Flight Chain	
2026	30,000	Sludge Pump	
			\$ 45,000
2027	10,000	Marlow 530 Chemical Pump	
2027	10,000	Marlow 630 Chemical pump	
2027	15,000	Flight Chain	
			\$ 35,000
2028	60,000	Plant2 Chemical Station	
2028	15,000	Flight Chain	
			\$ 75,000

NORTH WASTEWATER TREATMENT PLANT

Budget Year	Estimated Repair Cost	Summary Comment	Estimated Annual Cost
2024	-	Aeration Headworks Equipment	
2024	30,000	Contact Chamber	
2024	-	Generator Transfer Switches (2)	
2024	40,000	OD Rotor Repair	
2024	-	Digester Rotor Repair	
2024	15,000	OD Sludge pump VFD	
2024	60,000	Clarifier Splitter gate valves	
			\$ 145,000
2025	40,000	OD Rotor Repair	
2025	40,000	Digester Rotor Repair	
2025	15,000	Backhoe	
2025	20,000	Rotor Gearbox	
2025	30,000	OD Fence	
			\$ 145,000
2026	40,000	OD Rotor Repair	
2026	40,000	Digester Rotor Repair	
2026	25,000	Rotor Blades	
2026	30,000	Digester Fence	
			\$ 135,000
2027	40,000	OD Rotor Repair	
2027	40,000	Digester Rotor Repair	
2027	20,000	Rotor Gearbox	
2027	20,000	Recirculation Pumps	
			\$ 120,000
2028	40,000	OD Rotor Repair	
2028	40,000	Digester Rotor Repair	
2028	25,000	Rotor Blades	
2028	150,000	Office	
			\$ 255,000

SOUTH WASTEWATER TREATMENT PLANT

Budget Year	Estimated Repair Cost	Summary Comment	Estimated Annual Cost
2024	40,000	Rotor Repair	
2024	-	UV bulbs	
2024	125,000	Clarifiers Center Tub	
2024	375,000	UV Modules Replacement	
2024	-	Generator Transfer Switch	
2024	25,000	Rotor wave breaker	
			\$ 565,000.00
2025	40,000	Rotor Repair	
2025	15,000	UV bulbs	
2025	25,000	Rotor Blades	
2025	20,000	Rotor Gearbox	
			\$ 100,000.00
2026	40,000	Rotor Repair	
2026	15,000	UV bulbs	
2026	15,000	UV Station Canopy	
			\$ 70,000.00
2027	40,000	Rotor Repair	
2027	15,000	UV bulbs	
2027	25,000	Rotor Blades	
2027	20,000	Rotor Gearbox	
			\$ 100,000.00
2028	40,000	Rotor Repair	
2028	15,000	UV bulbs	
2028	10,000	RAS pump	
2028	8,000	WAS Pump	
2028	15,000	Golf Course Pump	
			\$ 88,000.00

LIFT STATIONS

Budget Year	Lift Station	Estimated Repair Cost	Summary Comment	Estimated Annual Cost
2024	3/5/10	40,000	Pump repair	
2024	35/36/37	40,000	Pump repair	
2024	6	-	Rehab(well, pumps, electrical)	
2024	14	-	Rehab(well, pumps, electrical)	
2024	18	-	Rehab(well, pumps, electrical)	
2024	42	8,000	New pump	
2024	17	5,000	New pump	
				\$ 93,000.00
2025	3/5/10	40,000	Pump repair	
2025	35/36/37	40,000	pump repair	
2025	16	275,000	Rehab(well, pumps, electrical)	
2025	49	275,000	Rehab(well, pumps, electrical)	
2025	31	275,000	Rehab(well, pumps, electrical)	
				\$ 905,000.00
2026	3/5/10	40,000	Pump repair	
2026	35/36/37	40,000	pump repair	
2026	25	275,000	Rehab(well, pumps, electrical)	
2026	29	275,000	Rehab(well, pumps, electrical)	
2026	42	275,000	Rehab(well, pumps, electrical)	
				\$ 905,000.00
2027	3/5/10	40,000	Pump repair	
2027	35/36/37	40,000	Pump repair	
				\$ 80,000.00
2028	3/5/10	40,000	Pump repair	
2028	35/36/37	40,000	Pump repair	
				\$ 80,000.00

SOLID WASTE FUND

SOLID WASTE FUND		History		Current			PROPOSED
FINANCIAL SUMMARY		2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimate	Fiscal Year 2023-2024
BEGINNING BALANCE W/C			997,235	839,967	839,967	839,967	1,806,216
540-4000-433600	RESIDENTIAL GARBAGE FEES	3,847,817	1,950,672	1,873,805	1,873,805	2,025,100	2,085,854
540-4000-433610	COMMERCIAL GARBAGE FEES	-	2,641,030	2,691,912	2,691,912	2,694,891	2,775,737
540-4000-433620	BRUSH FEES	1,160,853	1,352,034	1,332,500	1,332,500	1,329,763	1,369,656
540-4000-433660	RECYCLING	10,925	16,460	5,000	5,000	4,091	5,000
540-4000-433720	UTILITY BILLING PENALTIES	73,481	88,740	85,000	100,000	100,293	100,000
Category: 43 - Charges for services Total:		5,093,075	6,048,936	5,988,217	6,003,217	6,154,138	6,336,247
540-4000-450010	INTERGOVERNMENTAL REV.	29,670	-	-	24,048	24,048	-
Category: 45 - Intergovernmental Total:		29,670	-	-	24,048	24,048	-
540-4000-478910	MISCELLANEOUS REVENUE	-	-	-	-	-	-
540-4000-493000	OTHER FINANCING SOURCE	-	-	645,754	645,754	-	645,754
Category: 49 - Other Financing Sources		-	-	645,754	645,754	-	645,754
TOTAL AVAILABLE RESOURCES		5,122,745	7,046,171	7,473,938	7,512,986	7,018,153	8,788,217
EXPENDITURE SUMMARY							
SOLID WASTE COLLECTION		3,914,932	3,656,505	2,756,159	2,802,153	2,381,886	3,506,101
RECYCLING		126,493	179,923	133,763	137,263	145,027	182,088
LANDFILL		15,536	23,783	48,000	48,000	48,000	48,000
BRUSH COLLECTION		742,487	627,612	649,779	649,779	615,255	633,370
DEBT SERVICE		-	22,176	896,769	896,769	896,770	1,064,666
TRANSFERS & OTHER USES		1,135,420	880,323	1,125,000	1,125,000	1,125,000	1,125,000
TOTAL EXPENDITURES		5,934,867	5,390,322	5,609,470	5,658,964	5,211,937	6,559,225
Revenues over/under Expenditures			658,614	1,024,501		966,249	422,776
ENDING BALANCE W/C		997,235	839,967	1,864,468	1,854,022	1,806,216	2,228,992

		History		Current			PROPOSED
SOLID WASTE COLLECTIONS		2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimate	Fiscal Year 2023-2024
540-5330-510010	EXEMPT WAGES	-	34,307	56,200	56,200	30,000	50,000
540-5330-510020	NON-EXEMPT WAGES	(4,225)	420,344	486,356	486,356	516,000	518,191
540-5330-510080	OVERTIME	5	120,387	25,000	25,000	120,000	125,000
540-5330-511100	GROUP HEALTH INSURANCE	220	48,822	95,353	95,353	86,500	106,920
540-5330-511120	PENSION CONTRIBUTION	175	44,520	49,403	49,403	56,277	62,387
540-5330-511128	PENSION EXPENSE-AUDIT	(439)	(2,272)	-	-	-	-
540-5330-511129	OPEB EXPENSE	272	278	-	-	-	-
540-5330-511140	FICA TAX	126	32,516	35,188	35,188	41,292	42,978
540-5330-511150	MEDICARE TAX	29	7,605	8,230	8,230	9,657	10,051
540-5330-511160	WORKERS COMP INSURANCE	-	12,291	20,479	20,479	20,479	48,541
540-5330-511180	UNEMPLOYMENT TAX	26	1,281	4,000	4,000	2,000	4,500
Personal services Total:		(3,811)	720,078	780,209	780,209	882,205	968,568
540-5330-522010	COMMUNICATIONS	-	3,935	1,500	6,600	6,000	6,600
540-5330-522043	TRAVEL AND TRAINING	-	3,045	1,000	1,000	1,000	1,500
540-5330-522080	INSURANCE & BONDS	-	59,442	69,596	69,596	69,596	59,079
540-5330-522240	ADVERTISING	1,190	293	300	300	300	300
540-5330-522300	EQUIPMENT RENTAL	-	4,187	-	-	-	-
540-5330-522445	COLLECTION COSTS (NA&MW)	33,387	33,904	37,000	37,000	37,000	37,000
540-5330-522520	MEMBERSHIP & SUBSCRIPTION	-	63,298	3,000	3,000	3,000	63,000
540-5330-522628	MAINT-OTHER	-	-	-	-	229	-
540-5330-522634	MAINT-MACHINERY	-	93,647	75,000	75,000	75,000	100,000
540-5330-522636	MAINT-VEHICLES	-	5,705	5,000	5,000	2,500	2,500
540-5330-522645	MAINT-CONTATINERS	-	-	5,000	5,000	5,000	5,000
540-5330-522810	OTHER SERVICES	42,933	574,866	650,000	650,000	850,000	800,000
Other charges Total:		77,509	842,322	847,396	852,496	1,049,625	1,074,979
540-5330-533100	CONTRACTUAL SERVICES	3,833,263	1,166,204	-	-	-	-
Contractual services Total:		3,833,263	1,166,204	-	-	-	-
540-5330-544001	OFFICE SUPPLIES	-	690	500	500	556	500
540-5330-544012	CLOTHING & LINENS	-	3,910	8,000	8,000	8,000	7,000
540-5330-544016	MOTOR FUEL & LUBE	-	243,706	340,000	340,000	320,000	340,000
540-5330-544020	MINOR TOOLS	777	670	1,000	1,000	1,000	1,000
540-5330-544045	OTHER SUPPLIES	-	9,659	8,000	8,000	8,000	8,000
540-5330-548050	EQUIPMENT	5,759	55,368	112,500	112,500	112,500	169,300
Supplies Total:		6,536	314,004	470,000	470,000	450,056	525,800
540-5330-550100	CAPITAL OUTLAY	-	-	645,754	686,648	-	645,754
540-5330-550110	EQUIPMENT-OFFICE FURNITURE	-	-	-	-	-	-
540-5336-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
540-5336-554131	TOOL AND EQUIPMENT	-	-	12,800	12,800	-	66,000
540-5336-554240	VEHICLES	-	-	-	-	-	225,000
Capital Outlay Total:		-	-	658,554	699,448	-	936,754
540-5330-557101	DEPRECIATION	1,434	613,897	-	-	-	-
Depreciation Total:		1,434	613,897	-	-	-	-
SOLID WASTE COLLECTIONS Total:		3,914,932	3,656,505	2,756,159	2,802,153	2,381,886	3,506,101

		History		Current			PROPOSED
RECYCLING		2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimate	Fiscal Year 2023-2024
540-5332-510020	NON-EXEMPT WAGES	54,081	68,976	72,050	72,050	73,318	71,877
540-5332-510025	PART-TIME WAGES	7,135	1,902	-	-	-	-
540-5332-510080	OVERTIME	1,645	3,103	2,500	2,500	3,500	2,500
540-5332-511100	GROUP HEALTH INSURANCE	11,208	15,740	17,880	17,880	17,500	17,820
540-5332-511120	PENSION CONTRIBUTION	4,166	5,899	6,489	6,489	6,491	6,694
540-5332-511140	FICA TAX	3,236	4,274	4,622	4,622	4,763	4,611
540-5332-511150	MEDICARE TAX	757	999	1,081	1,081	1,114	1,078
540-5332-511160	WORKERS COMP INSURANCE	862	1,420	4,091	4,091	4,091	5,958
540-5332-511180	UNEMPLOYMENT TAX	672	144	750	750	750	750
Personal services Total:		83,761	102,457	109,463	109,463	111,527	111,288
540-5332-522380	UTILITIES	619	1,130	500	1,500	1,500	1,500
540-5332-522440	POSTAGE	93	-	-	-	-	-
540-5332-522634	MAINT-MACHINERY	208	-	-	500	500	500
540-5332-522636	MAINT-VEHICLES	5,182	4,857	3,000	5,000	6,500	6,000
540-5332-522810	OTHER SERVICES	-	150	300	300	300	300
Other charges Total:		6,101	6,137	3,800	7,300	8,800	8,300
540-5332-544001	OFFICE SUPPLIES	-	-	-	-	-	-
540-5332-544012	CLOTHING & LINENS	1,870	1,931	1,500	1,500	2,500	2,000
540-5332-544016	MOTOR FUEL & LUBE	6,156	16,149	8,000	8,000	12,000	12,000
540-5332-544045	OTHER SUPPLIES	930	781	1,000	1,000	200	500
540-5332-548050	EQUIPMENT	-	24,048	10,000	10,000	10,000	48,000
Supplies Total:		8,956	42,910	20,500	20,500	24,700	62,500
540-5332-550100	CAPITAL OUTLAY	-	-	-	-	-	-
540-5332-550110	EQUIPMENT	-	-	-	-	-	-
540-5332-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
540-5332-554131	TOOL AND EQUIPMENT	-	-	-	-	-	-
540-5332-554240	VEHICLES	-	-	-	-	-	-
Capital Outlay Total:		-	-	-	-	-	-
540-5332-571010	DEPRECIATION	27,675	28,418	-	-	-	-
Depreciation Total:		27,675	28,418	-	-	-	-
RECYCLING Total:		126,493	179,923	133,763	137,263	145,027	182,088

	History		Current			PROPOSED
	2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimate	Fiscal Year 2023-2024
LANDFILL						
540-5334-522380 UTILITIES	268	233	300	300	300	300
540-5334-522845 MONITORING OF LANDFILL	15,267	23,549	47,700	47,700	47,700	47,700
Category: 52 - Other charges Total:	15,536	23,783	48,000	48,000	48,000	48,000
540-5334-533100 CONTRACTUAL SERVICES	-	-	-	-		
Category: 53 - Contractual services Total:	-	-	-	-	-	-
Department: 5334 - LANDFILL Total:	15,536	23,783	48,000	48,000	48,000	48,000

SOLID WASTE FUND		History		Current			PROPOSED
BRUSH COLLECTION		2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimate	Fiscal Year 2023-2024
540-5336-510010	EXEMPT WAGES	-	-	-	-	-	-
540-5336-510020	NON-EXEMPT WAGES	170,852	166,967	192,901	192,901	185,000	190,632
540-5336-510080	OVERTIME	23,837	27,710	30,000	30,000	35,000	30,000
540-5336-511100	GROUP HEALTH INSURANCE	29,623	32,566	41,718	41,718	32,000	41,580
540-5336-511120	PENSION CONTRIBUTION	16,037	17,581	19,402	19,402	18,590	19,857
540-5336-511140	FICA TAX	11,104	12,682	13,820	13,820	13,640	13,679
540-5336-511150	MEDICARE TAX	2,597	2,966	3,232	3,232	3,190	3,199
540-5336-511160	WORKERS COMP INSURANCE	3,668	6,043	12,927	12,927	12,927	17,673
540-5336-511180	UNEMPLOYMENT TAX	1,599	64	1,750	1,750	1,500	2,000
Personal services Total:		259,318	266,578	315,750	315,750	301,847	318,620
540-5336-522010	COMMUNICATIONS	-	3,285	3,000	3,000	3,500	4,000
540-5336-522043	TRAVEL AND TRAINING	-	-	2,000	2,000	2,500	5,000
540-5336-522080	INSURANCE & BONDS	8,496	19,032	28,779	28,779	28,779	15,000
540-5336-522300	EQUIPMENT RENTAL	117,719	-	30,000	7,014	-	5,000
540-5336-522634	MAINT-MACHINERY	13,720	64,803	60,000	60,000	60,000	60,000
540-5336-522636	MAINT-VEHICLES	7,051	10,173	10,000	10,000	10,000	10,000
540-5336-522810	OTHER SERVICES	195,171	81,373	120,900	120,900	120,900	120,900
540-5336-522820	CERTIFICATION & LICENSES	-	358	2,000	2,000	700	1,000
Category: 52 - Other charges Total:		342,158	179,024	256,679	233,693	226,379	220,900
540-5336-533100	CONTRACTUAL SERVICES	-	-	-	-	-	-
Category: 53 - Contractual services Total:		-	-	-	-	-	-
540-5336-544001	OFFICE SUPPLIES	396	163	250	250	250	250
540-5336-544012	CLOTHING & LINENS	2,127	3,748	3,000	3,500	5,000	4,000
540-5336-544016	MOTOR FUEL & LUBE	39,380	66,529	65,000	65,000	65,000	65,000
540-5336-544020	MINOR TOOLS	38	-	100	100	100	100
540-5336-544045	OTHER SUPPLIES	3,234	7,361	8,000	8,000	6,000	6,000
540-5336-548050	EQUIPMENT	26,222	23,096	1,000	1,000	1,000	3,500
Category: 54 - Supplies Total:		71,397	100,897	77,350	77,850	77,350	78,850
540-5336-550110	EQUIPMENT-OFFICE FURNITURE	-	-	-	-	-	-
540-5336-550120	IMPROVEMENTS	-	-	-	-	-	-
540-5336-554130	COMPUTER HARDWARE/SOFTWARE	-	-	-	-	-	-
540-5336-554131	TOOLS AND EQUIPMENT	-	-	-	22,486	9,679	-
540-5336-554240	VEHICLES	-	-	-	-	-	15,000
Category: 55 - Capital outlay Total:		-	-	-	22,486	9,679	15,000
540-5336-571010	DEPRECIATION	69,614	81,113	-	-	-	-
Depreciation Total:		69,614	81,113	-	-	-	-
Department: 5336 - BRUSH COLLECTION Total:		742,487	627,612	649,779	649,779	615,255	633,370

SOLID WASTE FUND		History		Current			PROPOSED
Debt Service		2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimate	Fiscal Year 2023-2024
<u>540-5700-566500</u> PRINCIPAL-CAP LEASES		-	-	789,843	789,843	789,843	934,860
<u>540-5700-566550</u> INTEREST-CAP LEASES		-	22,176	106,926	106,926	106,926	129,805
Debt Service Total:		-	22,176	896,769	896,769	896,770	1,064,666
DEBT SERVICE TOTAL:		-	22,176	896,769	896,769	896,770	1,064,666

SOLID WASTE FUND		History		Current		PROPOSED	
TRANSFERS		2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimate	Fiscal Year 2023-2024
540-5800-522098 BAD DEBT EXPENSE		10,420	30,323	-	-	-	-
Other charges Total:		10,420	30,323	-	-	-	-
540-5800-580000 TRSF TO OTHER FUNDS		1,125,000	850,000	1,125,000	1,125,000	1,125,000	1,125,000
Other Financing Uses Total:		1,125,000	850,000	1,125,000	1,125,000	1,125,000	1,125,000
TRANSFERS & OTHER USES Total:		1,135,420	880,323	1,125,000	1,125,000	1,125,000	1,125,000

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Proposed New Personnel

DEPT	PERSONNEL	SALARY	BENEFITS	TOTAL
5330	Heavy Equip Operator	32,885	14,578	47,463
		Solid Waste Collection Total		47,463

Total New Personnel				47,463
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DEPT	CAPITAL OUTLAY	TOTAL
5330	Roll off (3)	21,000
	Wash Bay Canopy	25,000
	Roll off Truck	225,000
	DEF System for Fuel Master (split cost)	10,000
	Gates to close with controller @ PW (split cost)	10,000
	Carry over (2) Garbage Trucks from FY23	645,754
	Solid Waste Collection Total	936,754

5336	Tilt Trailer	15,000
	Brush Collection Total	15,000

Sanitation Capital Outlay		951,754
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AIRPORT FUND

AIRPORT FUND		History		Current			PROPOSED
Financial Summary		2020-2021 Actual	20210-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
Beginning Working Capital				(1,979,032)		(1,979,032)	(1,759,810)
REVENUE SUMMARY							
INTERGOVERNMENTAL REVENUE		1,198,375	436,100	50,000	50,000	100,000	2,550,000
CHARGES FOR SERVICES		371,628	837,526	625,350	700,350	888,374	800,100
OTHER INCOME /TRANSFERS IN		415,000	250,000	250,000	265,000	820,000	250,000
MISCELLANEOUS REVENUE		81,811	107,892	124,800	148,262	110,016	119,600
*** TOTAL REVENUES ***		2,066,815	1,631,518	1,050,150	1,163,612	1,918,390	3,719,700
EXPENDITURE SUMMARY							
AIRPORT OPERATIONS		1,125,114	1,731,165	1,031,144	1,066,144	1,505,911	3,728,316
AIRPORT GRANT		82,548	40,383	100,000	100,000	100,000	100,000
DEBT SERVICE		42,718	41,105	93,257	93,257	93,257	91,644
*** TOTAL EXPENDITURES ***		1,250,380	1,812,652	1,224,401	1,259,401	1,699,168	3,919,960
REVENUES OVER (UNDER) EXPENDITURES		816,435	(181,134)	(174,251)	(95,789)	219,222	(200,260)
ENDING WORKING CAPITAL		(1,108,913)	(1,979,032)	(2,153,283)		(1,759,810)	(1,960,070)

		History		Current			PROPOSED
REVENUES		2020-2021 Actual	20210-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
550-4000-435560	FUEL SALES	369,580	820,143	625,000	700,000	888,232	800,000
550-4000-435570	SALES - TAXABLE	642	1,150	350	350	142	100
550-4000-439010	OVER/UNDER	-	-	-	-	-	-
550-4000-471510	LEASE REVENUE	1,407	16,233	-	-	-	-
Charges for Services Total:		371,628	837,526	625,350	700,350	888,374	800,100
550-4000-450010	INTERGOVERNMENTAL REVENUE	1,198,375	436,100	50,000	50,000	100,000	2,550,000
Intergovernmental Total:		1,198,375	436,100	50,000	50,000	100,000	2,550,000
550-4000-460110	LEASE INTEREST INCOME	-	1,214	-	-	-	-
Intergovernmental Total:		-	1,214	-	-	-	-
550-4000-471550	EASTSIDE CORPORATE HANGARS	-	-	54,000	54,000	15,000	15,000
550-4000-471551	EASTSIDE LAND	-	-	15,400	15,400	-	-
550-4000-471552	EASTSIDE T-HANGARS	-	-	29,400	29,400	-	-
550-4000-471560	EASTSIDE HANGAR RENTAL	63,727	78,152	9,000	9,000	63,916	71,000
550-4000-471562	WESTSIDE HANGAR RENTAL	15,594	25,139	1,400	24,262	30,000	32,000
550-4000-471563	WESTSIDE LAND	-	-	14,100	14,100	-	-
550-4000-471564	BUILDING RENTAL	600	1,200	-	600	600	600
550-4000-471565	DAILY HANGAR RENTAL	230	-	-	-	-	-
550-4000-471567	TIE DOWN FEES	960	960	1,000	1,000	500	1,000
550-4000-471568	UTILITIES	210	263	-	-	-	-
550-4000-478910	MISCELLANEOUS REVENUE	491	2,179	500	500	-	-
Miscellaneous Total:		81,811	107,892	124,800	148,262	110,016	119,600
550-4000-490101	TRNS FROM GEN. FUND	380,000	250,000	250,000	265,000	820,000	250,000
550-4000-492010	GAIN/LOSS DISPL OF ASSETS	35,000	-	-	-	-	-
Other Financing Sources Total:		415,000	250,000	250,000	265,000	820,000	250,000
REVENUE Total:		2,066,815	1,632,732	1,050,150	1,163,612	1,918,390	3,719,700

		History		Current			PROPOSED
		2020-2021	20210-2022	2022-2023	2022-2023	2022-2023	Fiscal Year
AIRPORT OPERATIONS		Actual	Actual	Budget	Amended	Estimated	2023-2024
501-5520-510010	EXEMPT WAGES	94,910	101,791	90,253	90,253	90,253	145,553
550-5520-510020	NON-EXEMPT WAGES	98,921	105,700	143,378	143,378	140,000	160,638
550-5520-510025	PART-TIME WAGES	-	33,627	29,120	29,120	35,000	-
550-5520-510030	TEMPORARY WAGES	4,773	-	-	-	-	-
501-5315-510080	OVERTIME	10,098	8,087	2,500	2,500	11,000	2,500
501-5315-511100	GROUP HEALTH INSURANCE	21,661	21,851	29,800	29,800	26,609	41,580
501-5315-511120	PENSION CONTRIBUTION	16,642	18,834	20,336	20,336	23,343	27,557
550-5520-511128	PENSION EXPENSE - AUDIT	(2,493)	(12,874)	-	-	-	-
550-5520-511129	OPEB EXPENSE	1,544	1,579	-	-	-	-
501-5315-511140	FICA TAX	12,268	15,874	16,446	16,446	17,128	19,139
501-5315-511150	MEDICARE TAX	2,869	3,712	3,846	3,846	4,006	4,476
501-5315-511160	WORKERS COMP INSURANCE	2,265	3,729	2,921	2,921	4,500	6,273
501-5315-511180	UNEMPLOYMENT TAX	1,186	(234)	1,750	1,750	500	1,750
Personal Services Total:		264,643	301,675	340,350	340,350	352,339	409,466
550-5520-522010	COMMUNICATIONS	2,095	3,379	2,000	2,000	3,600	3,600
550-5520-522043	TRAVEL AND TRAINING	7,325	4,481	5,000	5,000	5,152	3,000
550-5520-522050	MISC EXPENSE	3,674	4,105	2,000	4,000	5,200	2,000
550-5520-522080	INSURANCE & BONDS	15,775	25,434	16,444	16,444	16,444	15,000
550-5520-522241	MARKETING	3,750	2,640	3,000	1,500	3,000	3,000
550-5520-522300	EQUIPMENT RENTAL	997	-	-	-	-	-
550-5520-522320	COPYING EXPENSES	2,434	268	2,000	2,000	2,000	2,000
550-5520-522380	UTILITIES	29,082	20,050	31,000	31,000	31,000	31,000
550-5520-522440	POSTAGE	540	604	400	400	800	400
550-5520-522520	MEMBERSHIP & SUBSCRIPTION	8,161	6,033	5,000	3,700	5,000	9,000
550-5520-522626	MAINT-BUILDING	2,043	9,180	5,000	5,000	7,500	5,000
550-5520-522628	MAINT-OTHER	-	360	-	-	-	-
550-5520-522632	MAINT-APPARATUS	-	152	-	-	-	-
550-5520-522636	MAINT- VEHICLES	5,886	8,367	2,000	4,300	4,500	2,000
550-5520-522655	MAINT-FUEL SYSTEM	60	367	4,000	2,000	4,000	4,000
550-5520-522810	OTHER SERVICES	408	179	-	-	225	-
550-5520-522840	INSPECTIONS FEE	-	-	250	250	250	250
550-5520-522920	BANK & CREDIT CARD SERVICES	10,603	24,974	15,000	15,000	27,500	25,000
Other Charges Total:		92,833	110,572	93,094	92,594	116,171	105,250
550-5520-533010	PROFESSIONAL SERVICE	12,968	8,890	-	20,000	120,000	120,000
Contractual Services Total:		12,968	8,890	-	20,000	120,000	120,000
550-5520-544001	OFFICE SUPPLIES	665	1,149	1,200	1,700	3,000	1,000
550-5520-544005	JANITOR SUPPLIES	817	1,000	1,000	1,000	1,000	1,000
550-5520-544010	SUPPLIES FOR RESALE	935	1,007	500	500	500	500
550-5520-544012	CLOTHING & LINENS	1,358	1,159	1,000	1,000	600	600
550-5520-544016	MOTOR FUEL & LUBE	1,997	3,828	2,000	2,000	4,000	2,000
550-5520-544018	FUEL DELIVERY	330,211	725,184	550,000	550,000	650,000	550,000
550-5520-544025	CHEMICALS	851	900	500	500	-	500
550-5520-544045	OTHER SUPPLIES	23	-	-	-	-	-
550-5520-548050	EQUIPMENT	8,542	18,993	-	-	-	-
Supplies Total:		345,399	753,221	556,200	556,700	659,100	555,600
550-5520-550110	OFFICE FURNITURE-EQUIPMENT	-	6,426	-	-	-	-
550-5520-553120	IMPROVEMENTS	-	-	1,500	1,500	234,301	2,500,000
550-5520-554130	COMPUTER HARDWARE/SOFTWA	-	-	1,000	16,000	-	14,000
550-5520-554131	TOOL AND EQUIPMENT	-	-	15,000	15,000	-	-
550-5520-554240	VEHICLES	-	-	-	-	-	-
550-5520-554241	FUEL TRUCK	9,000	21,600	24,000	24,000	24,000	24,000
Capital Outlay Total:		9,000	28,026	41,500	56,500	258,301	2,538,000
AIRPORT OPERATIONS TOTALS:		1,125,114	1,431,165	1,031,144	1,066,144	1,505,911	3,728,316

		History		Current			PROPOSED
AIRPORT GRANT EXPENDITURES		2020-2021 Actual	20210-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
550-5522-522624	MAINT- STREETS & IMPROVEMENTS	450	-	25,000	55,887	40,000	40,000
550-5522-522626	MAINT-BUILDING	44,669	13,756	30,000	33,606	40,000	40,000
550-5522-522632	MAINT-APPARATUS/BEACON	310	1,139	2,000	105	-	-
550-5522-522636	MAINT-VEHICLES	-	-	-	-	-	-
550-5522-522652	MAINT-TAXIWAY/RUNWAY/APRON	915	2,376	28,000	-	-	1,000
550-5522-522653	MAINT-FENCES	12,742	9,996	2,000	-	10,000	5,000
550-5522-522655	MAINT-FUEL SYSTEM	22,611	4,850	13,000	10,402	10,000	14,000
Other charges Total:		81,698	32,117	100,000	100,000	100,000	100,000
550-5522-533010	PROFESSIONAL SERVICES	850	8,266	-	-	-	-
Professional Services Total:		850	8,266	-	-	-	-
550-5522-550100	CAPITAL OUTLAY	-	-	-	-	-	-
Capital Outlay Total:		-	-	-	-	-	-
AIRPORT GRANT TOTALS:		82,548	40,383	100,000	100,000	100,000	100,000

		History		Current			PROPOSED
DEBT SERVICE		2020-2021 Actual	20210-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
550-5700-566500	PRINCIPAL-CAP LEASES	-	-	53,765	53,765	53,765	53,765
550-5700-566550	INTEREST-CAP LEASES	42,718	41,105	39,492	39,492	39,492	37,879
Debt Service Total:		42,718	41,105	93,257	93,257	93,257	91,644
DEBT SERVICE TOTALS:		42,718	41,105	93,257	93,257	93,257	91,644

Proposed Personnel Reclassification

DEPT	PERSONNEL	SALARY	BENEFITS	TOTAL
5520	General Service Coord to Airport Mgr	21,720	3,652	25,372
	Ramp Service (Part time to Full Time)	14,851	9,377	24,228
	Ramp Service (Part time to Full Time)	14,269	9,252	23,521
Airport Personnel Reclassification Total				73,121

	Total Personnel Reclass	73,121
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DEPT	CAPITAL OUTLAY	TOTAL
5520	CBP Annual Maintenance	14,000
	Airport Expansion (TX Dot Grant)	2,500,000
Airport Operations Total		2,514,000

	Airport Capital Outlay	2,514,000
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DEBT SERVICE FUND

INTEREST & SINKING FUND

Financial Summary	History		Current			Proposed
	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE	524,029	865,907	685,729	685,729	685,729	150,962
301-4000-401100 CURRENT ADVALOREM TAX	3,002,990	2,794,840	2,814,906	2,814,906	3,060,000	4,400,000
301-4000-401200 DELINQUENT ADVALOREM TAX	79,273	81,980	77,523	77,523	45,000	77,000
301-4000-401900 INTEREST & PENALTY ON TAX	70,764	67,001	67,165	67,165	35,000	65,000
Property taxes Total:	3,153,026	2,943,820	2,959,594	2,959,594	3,140,000	4,542,000
301-4000-460100 INTEREST EARNED	4,721	13,339	25,000	25,000	2,000	2,000
301-4000-460300 INTEREST ON INVESTMENTS	600	4,763	6,000	6,000	25,000	25,000
301-4000-493300 OTH FIN SOURCE-BOND REFUNDING	5,385,000	-	-	-	-	-
Other Revenue Total:	5,390,320	18,102	31,000	31,000	27,000	27,000
TOTAL AVAILABLE RESOURCES	9,067,376	3,827,829	3,676,323	3,676,323	3,852,729	4,719,962
EXPENDITURE DETAIL						
301-1500-522920 BANK & CREDIT CARD SERVICES	-	50	-	-	-	-
301-5140-580000 TRANSFER TO OTHER FUNDS	-	441,939	-	1,000,000	1,000,000	1,510,875
301-5700-566110 BOND PRINCIPAL	2,335,000	2,260,000	2,425,000	2,425,000	2,340,000	1,885,000
301-5700-566210 BOND INTEREST	479,539	437,730	754,442	754,442	360,767	1,106,942
301-5700-566300 FISCAL CHARGES	79,018	-	-	-	-	-
301-5700-566301 DEBT ADMINISTRATION FEES	1,930	2,380	1,000	1,000	1,000	1,000
301-5800-583010 OTH FIN USE-PMT TO ESCROW AGT	5,305,982	-	-	-	-	-
TOTAL EXPENDITURE DETAIL	8,201,469	3,142,099	3,180,442	4,180,442	3,701,767	4,503,817
ENDING BALACE	865,907	685,729	495,881	(504,119)	150,962	216,145

SERIES 2019 I&S DEBT FUND

Financial Summary	History		Current			Proposed
	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE	2,144	51,616	147,848	147,848	147,848	222,898
302-4000-401100 CURRENT ADVALOREM TAX	578,396	620,836	601,610	601,610	615,000	600,000
302-4000-401200 DELINQUENT ADVALOREM TAX	14,575	15,360	10,100	10,100	9,000	10,100
302-4000-401900 INTEREST & PENALTY ON TAX	12,451	16,235	8,500	8,500	7,000	8,500
Property taxes Total:	605,422	652,432	620,210	620,210	631,000	618,600
TOTAL AVAILABLE RESOURCES	607,566	704,048	768,058	768,058	778,848	841,498
EXPENDITURE DETAIL						
302-5700-566110 BOND PRINCIPAL	190,000	200,000	210,000	210,000	210,000	350,000
302-5700-566210 BOND INTEREST	365,950	356,200	345,950	345,950	345,950	331,950
TOTAL EXPENDITURE DETAIL	555,950	556,200	555,950	555,950	555,950	681,950
ENDING BALANCE	51,616	147,848	212,108	212,108	222,898	159,548

SERIES 2021 I&S DEBT FUND (PSB)		History		Current		Proposed	
Financial Summary		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE		-	-	-	-	-	79,816
303-4000-401100	CURRENT ADVALOREM TAX	-	518,920	601,610	601,610	547,527	-
303-4000-401200	DELINQUENT ADVALOREM TAX	-	-	10,100	10,100	6,594	-
303-4000-401900	INTEREST & PENALTY ON TAX	-	13,529	85,000	85,000	4,370	-
Property taxes Total:		-	532,449	696,710	696,710	558,491	-
302-4000-490100	TRANSFERS IN	-	-	-	-	-	791,300
Other Revenue Total:		-	-	-	-	-	791,300
TOTAL AVAILABLE RESOURCES		-	532,449	696,710	696,710	558,491	871,116
EXPENDITURE DETAIL							
303-5700-566110	BOND PRINCIPAL	-	-	85,000	85,000	85,000	410,000
303-5700-566210	BOND INTEREST	-	527,733	393,675	393,675	393,675	381,300
TOTAL EXPENDITURE DETAIL		-	527,733	478,675	478,675	478,675	791,300
ENDING BALANCE		-	4,715	218,035	218,035	79,816	79,816

SERIES 2021A I&S DEBT FUND (TWDB)

	History		Current			Proposed
	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
Financial Summary						
BEGINNING BALANCE	-	-	-	-	-	114,082
304-4000-401100 CURRENT ADVALOREM TAX	-	-	110,000	110,000	219,315	-
304-4000-401200 DELINQUENT ADVALOREM TAX	-	-	-	-	2,635	-
304-4000-401900 INTEREST & PENALTY ON TAX	-	-	-	-	2,132	-
Property taxes Total:	-	-	110,000	110,000	224,082	-
304-4000-490100 TRANSFERS IN	-	110,126	-	-	-	110,000
Other Revenue Total:	-	110,126	-	-	-	110,000
TOTAL AVAILABLE RESOURCES	-	110,126	110,000	110,000	224,082	224,082
EXPENDITURE DETAIL						
304-5700-566110 BOND PRINCIPAL	-	110,000	110,000	110,000	110,000	110,000
304-5700-566210 BOND INTEREST	-	-	-	-	-	-
302-5700-566300 FISCAL CHARGES	-	126	-	-	-	-
TOTAL EXPENDITURE DETAIL	-	110,126	110,000	110,000	110,000	110,000
ENDING BALANCE	-	-	-	-	114,082	114,082

SERIES 2021B I&S DEBT FUND (LIB)		History		Current		Proposed	
Financial Summary		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE		-	-	-	-	-	341,067
305-4000-401100	CURRENT ADVALOREM TAX	-	-	331,700	331,700	658,454	-
305-4000-401200	DELINQUENT ADVALOREM TAX	-	-	-	-	7,912	-
305-4000-401900	INTEREST & PENALTY ON TAX	-	-	-	-	6,401	-
Property taxes Total:		-	-	331,700	331,700	672,767	-
305-4000-460100	INTEREST EARNED	-	-	-	-	-	-
305-4000-460300	INTEREST ON INVESTMENTS	-	-	-	-	-	-
305-4000-478910	MISCELLANEOUS REVENUE	-	-	-	-	-	-
305-4000-490100	TRANSFERS IN	-	331,813	-	-	-	609,575
Other Revenue Total:		-	331,813	-	-	-	609,575
TOTAL AVAILABLE RESOURCES		-	331,813	331,700	331,700	672,767	950,642
EXPENDITURE DETAIL							
305-5700-566110	BOND PRINCIPAL	-	-	-	-	-	285,000
305-5700-566210	BOND INTEREST	-	331,700	331,700	331,700	331,700	324,575
302-5700-566300	FISCAL CHARGES	-	113	-	-	-	-
TOTAL EXPENDITURE DETAIL		-	331,813	331,700	331,700	331,700	609,575
ENDING BALANCE		-	-	-	-	341,067	341,067

W&S REV BOND I&S FUND

Financial Summary	History		Current			Proposed
	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE-POOLED CASH	529,609	529,788	534,251	534,251	534,251	557,651
503-4000-460300 INTEREST ON INVESTMENTS	3,146	479	500	500	23,000	20,000
503-4000-490100 TRANSFER IN FROM OTHER FUND	-	300	1,000,000	1,000,000	1,000,000	-
503-4000-490501 TRANSFER IN FROM WATER	232,720	232,020	231,895	231,895	231,895	231,808
503-4000-490508 TRANSFER IN FROM SEWER	2,094,480	2,088,180	1,087,055	1,087,055	1,906,065	2,086,268
REVENUE Total:	2,330,346	2,320,979	2,319,450	2,319,450	3,160,960	2,338,075
TOTAL AVAILABLE RESOURCES	2,859,956	2,850,766	2,853,701	2,853,701	3,695,211	2,895,726
EXPENDITURE DETAIL						
503-5700-566110 BOND PRINCIPAL	-	-	1,870,000	1,870,000	1,870,000	1,965,000
503-5700-566210 BOND INTEREST	387,314	278,484	448,950	448,950	448,950	353,075
503-5700-566300 FISCAL CHARGES	300	700	-	-	(400)	400
503-5800-58000 TRANSFER TO OTHER FUNDS	-	-	-	-	819,010	-
TOTAL EXPENDITURE DETAIL	387,614	279,184	2,318,950	2,318,950	3,137,560	2,318,475
ENDING BALACE-POOLED CASH	529,788	534,251	534,751	534,751	557,651	577,251

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CAPITAL IMPROVEMENT PROGRAM FUND

		History	Current			Proposed
CAPITAL IMPROV. PROGRAM FUND		2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALANCE		2,485,728	1,592,614	1,592,614	1,592,614	417,400
REVENUE						
Transfers from 101-General Fund	550,000	550,000	1,050,000	1,050,000	550,000	
Transfers from 408-2021 C.O.	-	-	-	-	-	
Transfer from GF - CARES	-	-	-	-	-	
Transfers from 405-2013 CAPITAL PROJ		-	-	154,615	-	
Transfers from 540-Sanitation	725,000	1,000,000	1,000,000	1,000,000	1,000,000	
Other- KNAPP/Knapp Foundation		-	-	-	300,000	
FTA GRANT		-	-	-	400,000	
Texas Parks & Wild Life (N Park)	500,000	25,000	25,000	-	-	
Weslaco EDC (N Park)	100,000	100,000	100,000	100,000	100,000	
TOTAL REVENUES	1,875,000	1,675,000	2,175,000	2,304,615	2,350,000	
TOTAL AVAILABLE RESOURCES		#####	3,267,614	3,767,614	3,897,229	2,767,400
EXPENDITURES BY DEPARTMENT						
Public Works						
Paving Streets	646,386	500,000	700,000	700,000	700,000	
Sidewalks/ADA Improvements		-	75,050	75,050	100,000	
MPO Westgate		-	-	-	-	
Speed humps (5)		-	-	-	-	
Repave Park Park Lot	-	100,000	100,000	100,000	100,000	
Engineering						
Road Striping		-	-	-	100,000	
Sidewalk FTA match		100,000	200,000		100,000	
Traffic Signal Improvement (Pike/Republic, Border/18th, Westgate/18th, Sugarcane/Bridge & Sugarcane @ Dolores Huerta)	162,811	170,000	170,000	196,320	170,000	
Parks						
Park Improvements-various	709,352	249,500	240,385	250,000	250,000	
N. Park Development General		-	-	-	-	
Soccer Field North Park-light		359,540	359,540	359,540	100,000	
Tennis Courts (resurface/lights/fence)		223,450	-	-	-	
Christmas Decoration		48,789	48,789	-	-	
Mayor Pablo Pena City Park		905,550	-			
Project 2022-5404-01 - Lighting Project NorrisLeal			1,333,115	1,270,500	62,615	
Villa Verde Park		-	-	4,969	50,000	
Pecan Grove Park		45,000	-	45,000	-	
Hike & Bike Trails - MATCHING GRANTS		100,000	-	50,000	100,000	
Gibson Park Splash Pad & Party Pavillion		268,500	268,500	268,500	50,000	
Isaac Rdz Center		150,000	150,000	35,000	115,000	
Splash Pad - Park TBD				-	50,000	
Artificial Turf - Infield @ Harlon Block					-	
All Inclusive Baseball Field					300,000	
NFC Fitness Court					202,500	

	History	Current			Proposed
CAPITAL IMPROV. PROGRAM FUND	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
Police					
New Public Safety-Land/Interest		-	-	-	-
Clean Up Campaign	4,497	50,000	100,000	100,000	40,000
Shooting Range/Camera System	97,669	79,062	79,062	-	79,062
Fire					
Remodel Station 3		-	24,950	24,950	-
TRANSFER TO OTHER FUNDS					
Transfer to 408 Fund	423,831	-	-	-	-
Capital Lease-Principal	712,152	-	-	-	-
Capital Lease-Interest	11,416	-	-	-	-
TOTAL EXPENDITURES	2,768,114	3,349,391	3,849,391	3,479,829	2,669,177
Revenues over Expenditures		(1,674,391)	(1,674,391)	(1,175,214)	(319,177)
ENDING FUND BALANCE	1,592,614	(81,776)	(81,777)	417,400	98,223

FIRE EQUIPMENT REPLACEMENT FUND

FD EQUIP. REPLACEMENT FUND

FINANCIAL SUMMARY	History		Current			Proposed
	2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALANCE	286,422	265,788	62,903	62,903	62,903	119,742
415-4000-45001C INTERGOVERNMENTAL REV.	82,748	-	-	30,000	30,000	30,000
415-4000-49000C OTHER FINANCING SOURCES	878,233	-	-	-	249,908	1,230,000
415-4000-49010C TRANSFERS FROM OTHER FUNDS	186,880	281,117	300,000	300,000	325,000	325,000
Other Financing Sources Total:	1,147,860	281,117	300,000	330,000	604,908	1,585,000
TOTAL AVAILABLE RESOURCES	1,434,282	546,905	362,903	392,903	667,811	1,704,742
EXPENDITURE SUMMARY						
415-5206-55010C CAPITAL OUTLAY	-	-	-	-	-	-
415-5206-55010C CAPITAL OUTLAY	-	-	-	-	-	-
415-5206-55011C EQUIPMENT-OFFICE FUR.	-	-	-	-	-	-
415-5206-55424C VEHICLES	-	-	-	-	249,908	1,230,000
415-5600-55002C PUBLIC SAFETY	878,233	93,800	-	-	-	-
415-5700-56612C CAPITAL LEASE PRINCIPAL	256,935	343,928	260,972	306,132	260,972	387,497
415-5700-56622C CAPITAL LEASE INTEREST	33,326	46,274	37,189	48,479	37,189	115,984
TOTAL EXPENDITURES	1,168,494	484,002	298,161	354,611	548,069	1,733,481
ENDING BALACE	265,788	62,903	64,742	38,293	119,742	(28,739)

CONSTRUCTION FUNDS

2021 C.O. Construction Fund (PSB)

2021 C.O. Construction Fund (PSB)		History		Current		Proposed	
FINANCIAL SUMMARY		2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE		-	11,260,809	2,898,192	2,898,192	2,898,192	(0)
408-4000-460300	INTEREST ON INVESTMENTS	1,024	98,435	5,000	5,000	257,000	-
408-4000-478910	MISCELLANEOUS REVENUE	-	4,900	1,225,000	1,225,000	-	-
408-4000-490000	OTHER FINANCING SOURCES	10,890,000	-	-	-	-	-
408-4000-490100	TRANSFER FROM OTHER FUNDS	-	423,831	-	-	-	-
408-4000-493101	OTHER FIN. SOURCES-PREMIUM	1,534,359	-	-	-	-	-
408-4000-492010	PROCEEDS SALE OF ASSETS	-	-	1,400,000	1,400,000	1,800,000	-
Other Financing Sources Total:		12,425,383	527,166	2,630,000	2,630,000	2,057,000	-
TOTAL AVAILABLE RESOURCES		12,425,383	11,787,976	5,528,192	5,528,192	4,955,192	(0)
EXPENDITURE SUMMARY							
408-5202-550100	CAPITAL OUTLAY-PD	-	6,031,735	-	-	3,813,905	-
408-5202-550110	EQUIPMENT/OFFICE FURNITURE	-	26,214	250,000	250,000	528,224	-
408-5202-551101	LAND	8,910	-	-	-	-	-
408-5202-553120	IMPROVEMENTS	603,651	303,963	-	-	90,477	-
408-5202-554130	COMPUTER HARDWARE/SOFTWARE	-	-	425,000	425,000	-	-
408-5206-550100	CAPITAL OUTLAY-FD	-	2,527,692	-	-	437,613	-
408-5206-550100	EQUIPMENT/OFFICE FURNITURE	-	-	50,000	50,000	69,253	-
408-5206-554131	TOOLS & EQUIPMENT	-	-	-	-	15,596	-
408-5600-550020	PUBLIC SAFETY	-	-	-	-	-	-
408-5700-566300	FISCAL CHARGES	128,182	179	-	-	125	-
408-5800-580410	TRANSFER TO CIP FUND	423,831	-	-	-	-	-
TOTAL EXPENDITURES		1,164,574	8,889,784	725,000	725,000	4,955,192	-
ENDING BALACE		11,260,809	2,898,192	4,803,192	4,803,192	(0)	(0)

2021B C.O. Construction Fund (LIB)

2021B C.O. Construction Fund (LIB)		History		Current		Proposed	
FINANCIAL SUMMARY		2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE		-	10,000,000	9,927,170	9,927,170	9,927,170	9,727,045
409-4000-460100	INTEREST EARNED	-	-	7,000	7,000	-	-
409-4000-460300	INTEREST ON INVESTMENT		-	-	-	150,000	220,000
409-4000-478910	MISCELLANEOUS REVENUE	-	5,297	-	-	-	-
409-4000-490000	OTHER FINANCING SOURCES	8,749,548	-	-	-	-	-
409-4000-490100	TRANSFER FROM OTHER FUNDS	10,000,000	-	-	-	-	-
409-4000-493101	OTHER FINA. SOURCES-PREMIUM	1,364,374	-	-	-	-	-
Other Financing Sources Total:		20,113,921	5,297	7,000	7,000	150,000	220,000
TOTAL AVAILABLE RESOURCES		20,113,921	10,005,298	9,934,170	9,934,170	10,077,170	9,947,045
EXPENDITURE SUMMARY							
409-5140-550100	CAPITAL OUTLAY	-	-	-	-		-
409-5140-551101	LAND	-	-	-	-	-	-
409-5140-580000	TRANSFER TO OTHER FUNDS	10,014,742	-	-	-	-	-
409-5410-553120	IMPROVEMENTS	-	78,127	650,000	650,000	350,000	3,500,000
409-5700-566300	FISCAL CHARGES	99,179	-	-	-	125	-
TOTAL EXPENDITURES		10,113,921	78,127	650,000	650,000	350,125	3,500,000
ENDING BALACE		10,000,000	9,927,170	9,284,170	9,284,170	9,727,045	6,447,045

CONSTRUCTION FUND

Financial Summary	History		Current			Proposed
	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE-CLAIM ON POOLED	1,216,210	1,046,347	1,046,555		1,046,555	1,055,225
504-4000-46030C INTEREST ON INVESTMENTS	137	1,588	500	500	10,000	10,000
504-4000-49010C TRANSFER FROM OTHER FUNDS	-	-	-	1,000,000	-	-
504-4000-490501 TRANSFER FROM WATER	2,432,450	2,168,521	2,171,716	2,171,716	2,171,716	2,282,546
504-4000-490508 TRANSFER FROM SEWER	270,272	240,947	241,302	241,302	241,302	253,616
REVENUE Total:	2,702,860	2,411,055	2,413,518	3,413,518	2,423,018	2,546,162
TOTAL AVAILABLE RESOURCES	3,919,069	3,457,403	3,460,073	3,413,518	3,469,573	3,601,387
EXPENDITURE DETAIL						
504-5312-52292C BANK & CREDIT CARD CHARGES	-	50	-	-	-	-
504-5314-55312C CAPITAL OUTLAY IMPROVEMENTS	-	-	-	-	-	-
504-5314-553125 CAPITAL OUTLAY IMPROVEMENTS	-	-	-	-	-	-
504-5314-57101C DEPRECIATION	889,620	889,620	-	-	-	-
504-5327-55312C CAPITAL OUTLAY IMPROVEMENTS	-	-	-	-	-	-
504-5700-56611C BOND PRINCIPAL	-	-	1,360,000	1,360,000	1,360,000	1,535,000
504-5700-56621C BOND INTEREST	997,505	901,906	1,053,018	1,053,018	1,053,018	1,001,162
504-5700-56630C FISCAL CHARGES	139,035	1,330	-	-	1,330	-
504-5800-58000C TRANSFERS TO OTHER FUNDS	250,000	-	-	-	-	-
Department: 5700 - DEBT SERVICE Total:	2,276,160	1,792,906	2,413,018	2,413,018	2,414,348	2,536,162
ENDING BALACE	1,046,347	1,046,555	1,047,055		1,055,225	1,065,225

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DRAINAGE/ CONSTRUCTION FUNDS

	History	Current		Proposed
DRAINAGE FUND- 2018 C.O.	2021-2022 Actual	2022-2023 Budget	2022-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALANCE	1,968,656	1,906,277	1,906,277	1,650,347
REVENUE				
416-4000-490100 TRANSFER FROM OTHER FUNDS (GF)	-	-	-	-
416-4000-450010 INTERGOVERNMENTAL REVENUE	1,057	-	-	-
416-4000-460300 INTEREST ON INVESTMENTS	16,866	-	100,000	10,000
OTHER FINANCING SOURCES Series 2018	-	-	-	-
TOTAL REVENUES	17,923	-	100,000	10,000
TOTAL AVAILABLE RESOURCES	1,986,579	1,906,277	2,006,277	1,660,347
EXPENDITURES BY DEPARTMENT				
Austin & Merida	-	-	-	-
Westage Excavation S. Westgate	-	-	-	-
IBCW Levee Improvements	-	-	-	-
Drainage Study (Stormwater Improvement Plan)	22,399	180,659	55,930	130,000
Flap Gates	-	661,200	300,000	361,200
Project #2-RDF Clecker Heald N. Westgate & Sugarcane	-	719,647	-	1,169,147
Project #5-RDF Cemetery				
Disposal	-	-	-	-
Land Purchase	57,903	-	-	-
Project #7-S. International Blvd & Bus 83	-	82,000	-	-
Project #8 RDF for S. 88				
Land Purchase - S. FM 88	-	-	-	-
Tractor	-	-	-	-
Scaper	-	-	-	-
Excavator - 4wheeled	-	-	-	-
Excavator - Long Reach	-	-	-	-
Rental Equipment/Disposal	-	-	-	-
Project #6 Pleasantview				
Advertising-Desgin Services	-	-	-	-
Matching Grants				
Flood Mitigation Assistant Grant Halff	-	-	-	-
Bond Issuance				
Series 2018	-	-	-	-
TOTAL EXPENDITURES	80,301	1,643,506	355,930	1,660,347

ENDING FUND BALANCE	1,906,277	262,771	1,650,347	0
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	History	Current		Proposed
DRAINAGE FUND - 2019 C.O.	2021-2022 Actual	2022-2023 Budget	2022-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALANCE	5,913,509	4,906,485	4,906,485	5,116,485
REVENUE				
417-4000-460300 Interest on Investments	49,217	-	210,000	75,000
417-4000-490100 Transfers from Other Funds	-	-	-	-
417-4000-493000 Other Financing Sources	-	-	-	-
Series 2019	-	-	-	-
TOTAL REVENUES	49,217	-	210,000	75,000
TOTAL AVAILABLE RESOURCES	5,962,726	4,906,485	5,116,485	5,191,485
EXPENDITURES BY DEPARTMENT				
Paisano Drainage Project		-	-	-
Project #6 Pleasantview				
Engineering	34,111	-	-	-
Land Purchase		-	-	-
Construction	423,026		-	-
Other		-	-	-
RDF Pleasantview project	500,000	-	-	-
Project #-Harlon Block/Toritos		2,500,000	-	3,047,603
Land Surveying-Toritos	4,350	-	-	-
TWDB issuance cost	17,903	-	-	-
Lighting Removal/Advertising/Fencing-Toritos	76,851	-	-	-
Other	-	-	-	-
Project #8 RDF for S. 88				
Matching Grants				
Army Corps	-	2,143,882	-	2,013,882
H2O Hazard Mitigation Grant	-	-	-	-
Equipment-backhoe	-			130,000
Bond Issuance				
Series 2019		-	-	-
TOTAL EXPENDITURES	1,056,241	4,643,882	-	5,191,485
ENDING FUND BALANCE	4,906,485	262,603	5,116,485	0

HOTEL/MOTEL TAX FUND

HOTEL/MOTEL TAX FUND

HOTEL/MOTEL TAX FUND	History		Current			Proposed
	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
Financial Summary						
Beginning Balance	702,921	862,585	902,842	902,842	902,842	978,182
221-4000-413300 ROOM OCCUPANCY TAX	481,792	496,320	375,000	375,000	500,000	450,000
Non property taxes Total:	481,792	496,320	375,000	375,000	500,000	450,000
TOTAL AVAILABLE RESOURCES	1,184,713	1,358,905	1,277,842	1,277,842	1,402,842	1,428,182
EXPENDITURE SUMMARY						
221-5102-522380 UTILITIES	25,672	41,579	40,000	40,000	40,000	40,000
221-5102-522626 MAINT-BUILDING	-	-	-	-	-	-
221-5102-533010 PROFESSIONAL SERVICES	6,820	5,300	10,000	10,000	10,000	10,000
221-5504-522242 COMMUNITY PROMOTION	-	-	5,000	5,000	-	5,000
221-5504-528479 CONTRIB-VALLEY NATURE CTR	25,000	80,000	40,000	40,000	40,000	72,322
221-5504-528490 CONTRIB-WESLACO MUSEUM	-	-	-	-	-	20,900
221-5504-528493 WESLACO CHAMBER OF COMM	242,135	275,185	284,160	284,160	284,160	276,510
221-5504-528497 CONTRIB-FRONTERA AUDUBON	20,000	51,500	48,000	48,000	48,000	44,000
221-5504-528499 CONTRIB-VALLEY CHAMB COMM	2,500	2,500	5,000	5,000	2,500	2,500
TOTAL EXPENDITURES	322,127	456,064	432,160	432,160	424,660	471,232
	159,665	40,257	Revenues over Expenditures			(21,232)
					75,340	
Ending Fund Balance	862,585	902,842	845,682	845,682	978,182	956,950

ECONOMIC INCENTIVES FUND

ECONOMIC INCENTIVES		History		Current		Proposed	
Financial Summary		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALACE		(143,608)	(368,115)	(51,831)	(51,831)	(51,831)	(75,165)
121-4000-490100 TRSF FROM OTHER FUNDS		1,579,307	704,784	379,525	379,525	379,525	200,000
Other Financing Sources Total:		1,579,307	704,784	379,525	379,525	379,525	200,000
REVENUE Total:		1,579,307	704,784	379,525	379,525	379,525	200,000
TOTAL AVAILABLE RESOURCES		1,435,699	336,669	327,694	327,694	327,694	124,835
EXPENDITURES DETAIL							
121-5101-523010 SALES TAX AGREEMENT		324,632	76,306	-	-	-	-
121-5101-533010 PROFESSIONAL SERVICES		624,371	23,334	-	-	23,334	23,334
121-5101-553120 CAPITAL OUTLAY IMPROV.		633,077	288,859	379,525	379,525	379,525	101,501
121-5140-580000 TRSF TO OTHER FUNDS		-	-	-	-	-	-
TOTAL EXPENDITURES DETAIL		1,582,080	388,500	379,525	379,525	402,859	124,835
ENDING BALACE		(368,115)	(51,831)	(51,831)	(51,831)	(75,165)	0

VITAL STATISTICS FUND

Vital Statistics Fund		History		Current		Proposed	
Financial Summary		2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALANCE		116,446	122,118	129,407	129,407	129,407	134,207
104-4000-431320	VITALS STATISTICS	7,403	7,289	6,200	7,000	6,800	6,500
REVENUE Total:		7,403	7,289	6,200	7,000	6,800	6,500
TOTAL AVAILABLE RESOURCES		123,849	129,407	135,607	136,407	136,207	140,707
EXPENDITURES DETAIL							
104-5105-544001	OFFICE SUPPLIES	1,731	-	700	2,000	2,000	2,000
TOTAL EXPENDITURES DETAIL		1,731	-	700	2,000	2,000	2,000
ENDING BALACE		122,118	129,407	134,907	134,407	134,207	138,707

COURT ADMINISTRATION FUND

Court Administration Fund

Financial Summary	History		Current			Proposed
	2020-2021 Actual	2021-2022 Actual	2022-2023 Budget	2022-2023 Amended	2021-2023 Estimated	Fiscal Year 2023-2024
BEGINNING BALANCE	105,959	124,484	153,642	153,642	153,642	167,904
105-4000-441200 MUN COURT-TECHNOLOGY	4,474	3,854	5,000	5,000	3,000	3,500
105-4000-441206 10% TIME PAYMENT	1,135	2,890	1,000	1,000	2,500	2,500
105-4000-442200 LOCAL MC BUILDING SECURITY	8,674	12,157	6,000	6,000	11,500	12,000
105-4000-442202 LOCAL TRUANCY PREV/DIVERSION	8,851	12,405	6,000	6,000	11,500	12,000
105-4000-442204 LOCAL MC TECHNOLOGY FUND	7,081	9,924	6,000	6,000	8,500	8,000
105-4000-442206 LOCAL MC JURY FEE	177	248	200	200	200	200
REVENUE Total:	30,392	41,479	24,200	24,200	37,200	38,200
TOTAL AVAILABLE RESOURCES	136,350	165,963	177,842	177,842	190,842	206,104
EXPENDITURE DETAIL						
105-5120-522320 COPYING EXPENSES	-	-	1,000	1,000	-	-
105-5120-522780 COMPUTER VENDOR SUPPORT	11,735	12,321	12,100	13,100	12,937	14,000
105-5120-522810 OTHER SERVICES	-	-	-	-	-	-
105-5120-548050 EQUIPMENT-NON CAPITALIZED	131	-	500	500	10,000	500
105-5120-550100 CAPITAL OUTLAY	-	-	-	-	-	-
105-5120-550110 EQUIPMENT	-	-	-	-	-	-
TOTAL EXPENDITURES DETAIL	11,866	12,321	13,600	14,600	22,937	14,500
ENDING BALANCE	124,484	153,642	164,242	163,242	167,904	191,604

SPECIAL PROJECTS - ARPA FUNDS

SPECIAL PROJECTS-ARPA

SPECIAL PROJECTS-ARPA	History		Current			Proposed
	2020-2021 Actuals	2021-2022 Actuals	2022-2023 Budget	2022-2023 Amended	2022-2023 Estimated	Fiscal Year 2023-2024
FINANCIAL SUMMARY						
BEGINNING BALACE	-	1	1	1	1	(0)
450-4000-450010 INTERGOVERNMENTAL REVENUE	5,157,541	5,167,734	-	-	-	-
TRANSFER TO DEFERRED REVENUE	(4,457,540)	(5,167,734)	-	-	-	-
TRANSFER FROM DEFERRED REVENUE	-	2,386,429	-	5,167,734	3,667,499	2,500,000
450-4000-460300 INTEREST ON INVESTMENT	-	-	-	-	175,000	-
Other Financing Sources Total:	700,001	2,386,429	-	5,167,734	3,842,499	2,500,000
TOTAL AVAILABLE RESOURCES	700,001	2,386,430	1	5,167,735	3,842,500	2,500,000
EXPENDITURE SUMMARY						
450-5111-554130 COMPUTER HARDWARE/SOFTWARE	-	15,235	47,000	47,000	78,000	-
450-5111-571010 DEPRECIATION EXPENSE	-	6,019	-	-	-	-
450-5209-522801 COMMUNITY MITIGATION	-	-	20,000	20,000	-	-
450-5304-554131 TOOLS AND EQUIPMENT	-	18,053	-	-	-	-
450-5312-553120 IMPROVEMENTS	-	-	-	-	-	-
450-5312-554131 TOOLS AND EQUIPMENT	-	11,337	96,111	96,111	-	-
450-5314-553120 IMPROVEMENTS	-	-	134,373	384,373	693,163	-
450-5322-553120 IMPROVEMENTS	-	46,028	428,171	4,287,492	1,787,492	2,500,000
450-5322-554131 TOOLS AND EQUIPMENT	-	70,670	215,845	215,845	215,845	-
450-5324-553120 IMPROVEMENTS	-	-	-	648,000	648,000	-
450-5140-580000 TRANSFER TO OTHER FUNDS	700,000	2,157,042	-	420,000	420,000	-
TOTAL EXPENDITURES	700,000	2,324,383	941,500	6,118,821	3,842,500	2,500,000
FUND BALANCE	1	1	(941,499)	(951,086)	(0)	(0)

ORDINANCE NO. 2023-37

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF WESLACO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROPRIATING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WESLACO, TEXAS, FOR THE 2023-2024 FISCAL YEAR.

WHEREAS, the budget appended here as Exhibit A, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, was duly presented to the City Commission by the City Manager, that a due and timely public notice that a Public Hearing on such budget would be held on September 05, 2023, was given, and made in accordance with state law and within the time limits set forth by law; that such Public Hearing was held in accordance with the law on September 05, 2023; now therefore,

BE IT ORDAINED BY CITY OF WESLACO, TEXAS:

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for the support of the general government of the City of Weslaco, Texas be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2023-2024 Budget, a copy of which is appended hereto as Exhibit A;

SECTION 2. That the Budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's Budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024.

SECTION 3. That there is hereby appropriated the amount shown in said budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt requirements of Fiscal 2023-2024 of the City of Weslaco.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of September 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of September 2023.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6859	
From:			
Subject: Discussion and consideration on Ordinance 2023-38, adopting and levying the ad valorem tax rate for Fiscal Year 2023-2024 and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. First reading of Ordinance 2023-38. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Finance Department.			
Staff Recommendation:			
Attachments, if any: 090523 Tax Rate Adoption O2023-38, O2023-38 Adopting and Levying Ad Valorem Tax Rate FY2024			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: August 31, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: FY 2024 Tax Rate Adoption 02023-38

.....

The City proposed to approve an ad valorem tax rate on August 15, 2023 with Resolution 2023-50. The next step is the adoption of the tax rate.

In accordance with Tax Code requirements, the City must hold a public hearing prior to adopting the ad valorem tax rate and after the approval of its City Budget. A public hearing has been scheduled for the of September 05, 2023 and was published on the Advance News Journal on August 23 2023, as well as being posted on the city's web site.

Note that since the tax rate consist of two components, each must be approved separately. The rates are reference on the Ordinance.

Note on the Ordinance that since the city has elected to adopt a rate greater than the No-New Revenue rate, language has been added to it on items "c" and "d" as required by Tax Code 26.05(b)(1)(A) and (B) as per Senate Bill 2.

The vote on the Ordinance will require a **Roll Call Vote**

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ORDINANCE NO. 2023-38

AN ORDINANCE LEVYING AN AD VALOREM TAX ON ALL TAXABLE PROPERTY WITHIN THE CITY OF WESLACO, TEXAS FOR THE TAX YEAR 2023, FIXING THE TAX RATE FOR THE USE AND SUPPORT OF THE GENERAL GOVERNMENT AND FOR THE INTEREST AND SINKING FUND FOR THE REDEMPTION OF BONDS AND OTHER INDEBTEDNESS OF THE CITY OF WESLACO, TEXAS, AND FIXING A LIEN ON ALL TAXABLE PROPERTY.

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

THAT, there is hereby levied and there shall be collected for the use and support of the municipal government of the City of Weslaco for the 2023-2024 fiscal year, upon all property, real, personal, and mixed, within the corporate limits of said City subject to taxation, a tax of \$0.6967 on each \$100 valuation of property, said tax being so levied and apportioned to the specific purposes here set forth:

- a. Maintenance and operation of the General Government (General Fund) for fiscal year 2023-2024, \$0.4456 on each \$100 valuation of property.
- b. Interest and sinking fund for debt service payments for fiscal year 2023-2024, \$0.2511 on each \$100 valuation of property for the purpose of paying interest on and providing a sinking fund for the redemption of outstanding indebtedness of the City of Weslaco.
- c. This tax rate will raise more taxes for maintenance and operations than last year's tax rate, and
- d. the tax rate will effectively be raised by 8.66 percent and will raise taxes for maintenance and operations on a \$100,000 home by \$-18.70.

II.

THAT there is hereby fixed on each and every item of taxable property a lien for the purpose of securing the payment of the taxes assessed thereon and said lien shall continue to exist against any item of property against which a tax is assessed here under until such tax, together with all interest shall be paid.

III.

IF, any person shall neglect or refuse to pay the taxes herein imposed on him or his property, on or before January 31, 2024, the tax collector shall apply the following schedule of penalty and interest rates for use in calculating the total amount due on delinquent tax bills:

February 2024	7.0%
March 2024	9.0%
April 2024	11.0%
May 2024	13.0%
June 2024	15.0%
July 2024	18.0%

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of September 2023.

PASSED AND APPROVED on second reading at a meeting of the City Commission this ____ day of September 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6854	
From:			
Subject: Discussion and consideration on Ordinance 2023-39 amending Ordinance 2022-05 the Master Fee Schedule and authorize the Mayor to execute any related documents. First reading of Ordinance 2023-39. Possible action. (Staffed by Finance Department.)			
Background: Each year, the Finance department requests an update to the Master Fee Schedule to make certain that the city is able to cover the cost associated with the services rendered to our citizens. These changes will either call for an increase or decrease and even deletion of some charges. Attachment included.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 090523 Master Fee Schedule, O2023-39 Master Fee schedule Amendment, Proposed Master Fee Schedule FY 2024			
Responsibilities upon Approval: adopt ordinance and update code of ordinances book.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

Date: August 31, 2023

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Master Fee Schedule

.....

Finance is proposing changes to the Master Fee schedule for fiscal year 2024. The last update was approved February 15, 2022. Changes are highlighted in green on the spreadsheet and summarized below.

- City Secretary removed some obsolete items from its fee schedule, (identified with a red strikethrough) and updating the notary fee schedule as per HB255. They have also added a USB drive fee for public information requests.
- Planning and Code Enforcement changed their fee structure for cleaning of vacant lots and added Market Day Vendor and Mobile food Vendor permit fees.
- Airport increased their daily tie down fees and added a LAV fee.
- Engineering added a speed hump fee, Storm Water Discharge and Engineering Utility permit and reinspection fees.

Staff is recommending approval of the Master Fee schedule.

ORDINANCE 2023-39

AN ORDINANCE AMENDING ORDINANCE 2022-05, 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 2022-05 passed and approved on February 15, 2022 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 2022-05 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 after final reading, on October 1, 2023.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 5th day of September 2023.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 19th day of September 2023.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

CITY SECRETARY'S OFFICE	Old Fee Amount	Proposed New Fee Amount	Unit
Sound truck permit	\$25	\$25	for (3) three days
Parades and processions	\$50.00	\$50.00	
Premises license:			
First year	\$25.00	\$25.00	
Every year thereafter	\$20.00	\$20.00	
Notary public services:			
All notarial acts	\$6.00	\$10.00	
Certified copies	\$10.00	\$10.00	
Standard paper copy	\$0.10	\$0.10	per page
Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper)	\$0.50	\$0.50	
Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic)			actual cost
Diskette	\$3.00	\$3.00	
Magnetic tape			actual cost
Data cartridge			actual cost
Tape cartridge			actual cost
Rewritable DC (DC-RW)	\$1.00	\$1.00	
Non-rewritable DC (CD-R)	\$1.00	\$1.00	
Digital video disc (DVD)	\$3.00	\$3.00	
USB Drive		Actual Cost	
Jaz drive			actual cost
Other electronic media			actual cost
VHS video cassette	\$ 2.50	\$ 2.50	
Audio cassette	\$ 1.00	\$ 1.00	
Labor Charge			
For programming	\$28.50	\$28.50	per hour
For locating, compiling, and reproducing	\$15.00	\$15.00	per hour
Overhead charge	20% of labor charge	20% of labor charge	
Microfiche or microfilm charge:			
Paper copy	\$0.10	\$0.10	per page
Fiche or film copy			actual cost
Remote document retrieval charge			actual cost
Computer resource charge			
Mainframe	\$10.00	\$10.00	per CPU minute
Midsize	\$1.50	\$1.50	per CPU minute
Client/server system	\$2.20	\$2.20	per clock hour
PC or LAN	\$1.00	\$1.00	per clock hour
Miscellaneous supplies			actual cost
Postage and shipping charges			actual cost
Photographs			actual cost
Maps			actual cost
Other			actual cost
Outsourced/contracted services			actual cost

CITY SECRETARY'S OFFICE - Continue	Old Fee Amount	New Fee Amount	Unit
Vital statistics:			
Birth certificates:			
Full-sized certified copy	\$23.00	\$23.00	
Pouches-Vital Records	\$2.00	\$2.00	
Abstract Birth Certificate	\$23.00	\$23.00	
Death certificates:			
First copy	\$21.00	\$21.00	
Each additional copy of same certificate	\$4.00	\$4.00	
Plastic pouch for full-sized certificates	\$2.00	\$2.00	
Searching fee for birth record	\$23.00	\$23.00	
Searching fee for death record	\$21.00	\$21.00	
Burial Transit Permit - Outside City Hall hours	\$25.00	\$25.00	
Burial Transit Permit - tardiness penalty	\$25.00	\$25.00	per additional half hour waiting
Map fees:			
Black and White 11 × 17	\$5.00	\$5.00	
Black and White 17 × 24	\$7.00	\$7.00	
Black and White 24 × 36	\$10.00	\$10.00	
Black and White 28 × 40	\$12.00	\$12.00	
Black and White 36 × 48	\$15.00	\$15.00	
Color 8½ × 11	\$4.00	\$4.00	
Color 11 × 17	\$10.00	\$10.00	
Color 17 × 24	\$12.00	\$12.00	
Color 24 × 36	\$14.00	\$14.00	
Color 28 × 40	\$16.00	\$16.00	
Color 36 × 48	\$20.00	\$20.00	
Street use:			
Permit			
Plus \$20.00 per office, per hour (minimum two hours)	\$25.00	\$25.00	
Street closure:			
Permit	\$50.00	\$50.00	
Barricade deposit	\$100.00	\$100.00	
Game permit:			
Coin-operated machine permit, per machine, per year	\$15.00	\$15.00	
Premises license, yearly	\$50.00	\$50.00	

FINANCE	Old Fee Amount	New Fee Amount	Unit
Returned check fee (Applies to all departments)	\$35.00	\$35.00	
Check Reissuance Fee (includes stop payment charges)			

UTILITY BILLING	Old Fee Amount	New Fee Amount	Unit
Reconnection Fee	\$15.00	\$15.00	
Meter Tested	1 free/year; \$10.00 each thereafter	1 free/year; \$10.00 each thereafter	
Re-read	\$10.00	\$10.00	3rd request
Profile	\$0.10	\$0.10	per page
After Hours	\$10.00	\$10.00	

INFORMATION TECHNOLOGY	Old Fee Amount	New Fee Amount	Unit
Badge Replacement	\$7.00	\$7.00	

MUNICIPAL COURT (Judicial Record):	Old Fee Amount	New Fee Amount	Unit
Warrant service fee	\$50.00	\$50.00	
Standard paper copy	\$0.10	\$0.10	per page
Diskette	\$1.00	\$1.00	
Magnetic tape	Actual Cost		per unit
Data cartridge	Actual Cost		per unit
Tape cartridge	Actual Cost		per unit
Rewritable DC (DC-RW)	\$1.00	\$1.00	
Non-rewritable DC (CD-R)	\$1.00	\$1.00	
Digital video disc (DVD)	\$3.00	\$3.00	
Jaz drive	Actual Cost		per unit
Other electronic media	Actual Cost		per unit
VHS video cassette	\$2.50	\$2.50	
Audio cassette	\$1.00	\$1.00	
Oversize paper copy (not on specialty paper such as mylar, blueprint, blueline, map or photograph)	\$0.50	\$0.50	
Specialty paper	Actual Cost		per page
Labor Charge			
For programming	\$28.50	\$28.50	per hour
For locating, compiling, and reproducing	\$15.00	\$15.00	per hour
Overhead charge	20% of labor charge	20% of labor charge	
Certified copy	\$2.00	\$2.00	first page
Non-certified copy	\$1.00	\$1.00	first page
each additional page (certified/non-certified)	\$0.25	\$0.25	

FIRE/EMS	Old Fee Amount	New Fee Amount	Unit
Annual ambulance permit fee	\$ 375.00	\$375.00	per company
per inspection	\$25.00	\$25.00	per inspection
ALS1	\$850.00	\$850.00	
ALS2	\$1,050.00	\$1,050.00	
Mileage (per mile)	\$12.00	\$12.00	
ALS3	\$0.00	\$0.00	
ALS4	\$850.00	\$850.00	
BLS1	\$650.00	\$650.00	
BLS2	\$650.00	\$650.00	
EXT1	\$150.00	\$150.00	
EXT2	\$150.00	\$150.00	
EXT3	\$150.00	\$150.00	
EXTU	\$150.00	\$150.00	
MONI	\$150.00	\$150.00	
NOTR	\$30.00	\$75.00	No transport
WAIT	EMS \$50.00 ½ hour Fire Engine \$150.00 per ½ hour	EMS \$75.00 ½ hour Fire Engine \$150.00 per ½ hour	
Haz-mat response:			
Base rate per incident	\$ 1,500	\$ 1,500	base rate
Equipment replacement cost	20 percent plus	20 percent plus	
Per each firefighter	\$100.00	\$100.00	plus/per firefighter
Fire prevention:			
Adult day care center, annual/facility	\$100.00	\$100.00	
Child day care center, annual/facility	\$100.00	\$100.00	
Annual health care/nursing home/hospital inspection	\$200.00	\$200.00	
Plan reviews/inspections after normal working hours, per hour, two-hour minimum	\$50.00	\$50.00	
Control burning permit	\$100.00	\$100.00	per incident
Underground/aboveground storage tank inspection:			
Acceptance test 10,000 gallons or less, per tank	\$100.00	\$100.00	
More than 10,000 gallons, per tank	\$150.00	\$150.00	
Aboveground flammable liquid tank permit:			
Temporary A, 90 days	\$100.00	\$100.00	
Temporary B, 180 days	\$150.00	\$150.00	
Temporary C, 1 year	\$200.00	\$200.00	
Automatic hood fire extinguisher test	\$100.00	\$100.00	
New sprinkler system plan review:			
1—200 heads	\$200.00	\$200.00	
201 or more, per head	\$1.00	\$1.00	
over 3,000 heads, maximum	\$2,250.00	\$2,250.00	
Hydrostatic test on underground/aboveground for sprinkler system, per hour, two-hour minimum	\$100.00	\$100.00	
Fire alarm system test	\$100.00	\$100.00	
Fire alarm modify, per device	\$10.00	\$10.00	
False alarm (after second call/monthly base):			
Commercial	\$ 300.00	\$300.00	
Residential	\$75.00	\$75.00	
Bonfires	\$300.00	\$300.00	
Fireworks displays	\$300.00	\$300.00	

LIBRARY	Old Fee Amount	New Fee Amount	Unit
Late or Lost fees:			
Adult books	\$0.10 per day (\$3 maximum per item)	\$0.10	per day (\$3 maximum per item)
Children's books	\$0.10 per day (\$3 maximum per item)	\$0.10	per day (\$3 maximum per item)
Videos/DVD's	\$1.00 per day (\$3 maximum per item)	\$1.00	per day (\$3 maximum per item)
Cassettes/CD's	\$0.25 per day (\$3 maximum per item)	\$0.25	per day (\$3 maximum per item)
Audio books	\$0.25 per day (\$3 maximum per item)	\$0.25	per day (\$3 maximum per item)
Computer or Tablet	\$4.00 per hour (\$20 maximum per item)	\$4.00	per day (\$20 maximum per item)
Hotspot or any other equipment not specified herein	\$4.00 per hour (\$20 maximum per item)	\$4.00	per day (\$20 maximum per item)
Lost or stolen tablet/computer/other piece of equipment	\$300 maximum fee, not to exceed original cost of the item	\$300 maximum fee, not to exceed original cost of the item	
Hotspot Replacement fee	\$40.00	\$40.00	
Lost card replacement—First time	Free	Free	
Lost card replacement—Second time	\$3.00	\$3.00	
Lost card replacement—Third time and after	\$5.00	\$5.00	
Maximum fine per item	Cost of item plus \$15.00 processing	Cost of item plus \$15.00 processing	
Interlibrary loan fee—Print (\$15.00 maximum)	\$0.25	\$0.25	per day
Interlibrary loan fee—DVD and Other (\$15.00 maximum)	\$1.00	\$1.00	per day
Lost ILL book or item	Lending library costs plus \$20.00 processing	Lending library costs plus \$20.00 processing	
Black and white printing	\$0.10	\$0.10	per page
Color printing	\$0.50	\$0.50	per page
Black and white copying	\$0.10	\$0.10	per page
Color copying	\$0.50	\$0.50	per page
Document scanning	\$0.10	\$0.10	per page
Local document faxing	\$1.00	\$1.00	per page
Long distance document faxing	\$1.00	\$1.00	per page
3D printing	\$0.10	\$0.10	per gram
3D printing late fee	\$1.00 late fee. Item will become property of the Library if not picked up within 14 days.	\$1.00 late fee. Item will become property of the Library if not picked up within 14 days.	
Damage fees:			
General Collection Adult Books and A/V Material	Cost of item plus \$15.00 processing	Cost of item plus \$15.00 processing	
Special Collection Adult Books and A/V Material	Cost of item plus \$25.00 processing	Cost of item plus \$25.00 processing	
Inter Library Loan Materials	Lending library costs plus \$20.00 processing	Lending library costs plus \$20.00 processing	
Damaged Tablet	Dependent on damage; \$300 maximum fee	Dependent on damage; \$300 maximum fee	
Damage to Laptops	Dependent on damage; \$300 maximum fee	Dependent on damage; \$300 maximum fee	
Damage to any Equipment not mentioned here in	Dependent on damage; \$200 maximum fee	Dependent on damage; \$200 maximum fee	
Damage to Hotspot	Dependent on damage; \$70 maximum fee	Dependent on damage; \$70 maximum fee	
Auditorium and meeting room rental fees for the Mayor Eugene A. Braught Memorial Theater:			
Auditorium	\$200.00	\$200.00	
Auditorium Half Day	\$100.00	\$100.00	
Auditorium after hours use	\$300.00	\$300.00	
Meeting room	\$100.00	\$100.00	
Meeting Room Half Day	\$25.00	\$25.00	
Meeting room after hours use	\$200.00	\$200.00	
Auditorium/meeting room late cancellation fee	\$50.00	\$50.00	
Auditorium or meeting room deposit for damage and overtime (refundable)	\$100.00	\$100.00	

PARKS & RECREATION		Current Fees	
<i>Weslaco Service Center:</i>		<i>Resident</i>	<i>Non-resident</i>
(Monday—Thursday)		\$200.00	\$250.00
(Friday)		\$500.00	\$600.00
(Saturday or Sunday)		\$600.00	\$650.00
(Sunday partial day 12pm-3pm, 4pm-7pm)		\$200.00	\$250.00
<i>Weslaco Swimming Pool rentals:</i>		<i>Resident</i>	<i>Non-resident</i>
Rental of two hours		\$225.00	\$250.00
Rental of three hours		\$275.00	\$300.00
Over 50 people: one extra life quart for every 25 people		\$10.00 per hr.	\$10.00 per hr.
<i>Pool classes: Gus and Goldie:</i>		<i>Resident</i>	<i>Non-resident</i>
Registration of first child		\$25.00	\$30.00
Registration of second child		\$20.00	\$25.00
Family Night/Daily Pool Entrance		\$20.00	\$25.00
<i>Weslaco parks rentals:</i>		<i>Resident</i>	<i>Non-resident</i>
Pavilions with electricity		\$50.00	\$65.00
Shelters without electricity		\$30.00	\$35.00
Picnic areas no shelter/electricity		\$20.00	\$30.00
Athletic fields without lights		\$75.00	\$90.00
Athletic field with lights		\$100.00	\$135.00
Concession stand		\$60.00	\$75.00
Baseball/Softball field marking per field		\$15.00	\$20.00
Soccer/Football fields w/lights (practice only) 2 hours		\$35.00	\$45.00
Softball/Baseball w/lights (practice only) 2 hours		\$25.00	\$40.00
Soccer/Football fields no lights (practice only) 2 hours		\$20.00	\$40.00
Soccer/Football fields no lights for games		\$150.00	\$200.00
Soccer Field Rental Marking fee per field		\$100.00	\$150.00
Football Field Rental Marking fee per field		\$150.00	\$200.00
Open Space at Pablo G. Peña Park		\$100.00	\$150.00
Open Space at Isaac Rodriguez Park		\$100.00	\$150.00
Open Space at Harlon Block Park		\$100.00	\$150.00
Host 5k at Harlon Block Park		\$100.00	\$150.00
<i>Cemetery:</i>		<i>Resident</i>	<i>Nonresident</i>
Plots		\$1,000.00	\$1,500.00
Recording fees		\$95.00	\$95.00
Opening/closing (8:00 a.m.—3:00 p.m.)		\$400.00	\$500.00
(after 4:00 p.m. on weekends)		\$600.00	\$700.00
(holidays)		\$600.00	\$700.00
Headstone—Single		\$40.00	\$60.00
Headstone—Double		\$60.00	\$80.00
Cremation		\$200.00	\$250.00

PLANNING & ZONING	Old Fee Amount	New Fee Amount	Unit
Processing Fee (tech) for Building Permits, Planning Applications & Health Permits	\$5.00	\$5.00	
Taxicab application each driver	\$25.00	\$25.00	
1st Taxicab license	\$100.00	\$100.00	
Each additional taxicab License	\$50.00	\$50.00	
Subdivision platting	\$350.00 + (2%) two percent inspection fee, (3%) three percent material testing	\$350.00 + (2%) two percent inspection fee, (3%) three percent material testing	
Subdivision review	\$50.00	\$50.00	
Park Fees	\$400.00	\$400.00	per residential lot
	\$250.00	\$250.00	per apartment unit
Subdivision variance fee	\$50.00	\$50.00	per variance
Conditional use permit	\$300.00	\$300.00	
Rezoning	\$300.00	\$300.00	
Board of adjustments	\$250	\$250	Plus \$20.00 for each additional variance
Code Enforcement:			
Cleaning of vacant lots	0.0125 per sq ft	\$20.00	0 - 5,000 sq ft.
		\$30.00	5,100 - 10,000 sq ft.
		\$75.00	10,001 - 25,000 sq ft.
		\$100.00	25,001 - 43,460 sq ft.
		\$5.00	Every 1/4 Acre thereafter
		\$10.00	Per Fence Line
		\$15.00	Alley
Administration fee		\$100.00	
Tree trimming	\$50.00	\$50.00	per home
Building permit fee schedule:			
Facility Inspection	\$25.00	\$25.00	
Commercial construction fees based on Total Valuation:			
\$1000.00 and less	\$ 25.00	\$ 25.00	
\$1001.00 to \$50,000.00	\$15.00 for the first \$1,000.00 plus \$5.00 for each additional thousand of fraction thereof, to and including \$50,000.00		
\$50,001.00 to \$100,000.00	\$260.00 for the first \$50,000.00 plus \$4.00 for each additional thousand of fraction thereof, to and including \$100,000.00		
\$100,001.00 to \$500,000.00	\$460.00 for the first \$100,000.00 plus \$3.00 for each additional thosudand of fraction thereof, to and including \$500,000.00		
\$500,001.00 and up	\$1,660.00 for the first \$500,000.00 plus \$2.00 for each additional thosudand of fraction thereof		
Residential construction fees minimum fee based on square footage:			
Single family dwelling, Multi-family, Townhouse, Duplex, residential alterations, additions, storage, and accessory uses attached and detached including decks and balconies, flat work	\$ -	Permit- \$0.18 per square foot of all floor area under roof. Fee includes 1 drive approach	
Fences new or replacement	\$ -	Permit\$0.20 per linear foot	
Residential reroofing and roofing overlay	\$ -	Permit \$0.10 per square foot, fee is per structure or building	
Demolition fees:			
Commercial	\$100.00	\$100.00	
Residential	\$50.00	\$50.00	
Accessory structures	\$15.00	\$15.00	
Moving:			
Residential compliance inspection	\$100.00	\$100.00	
Commercial compliance inspection	\$100.00	\$100.00	

PLANNING & ZONING - Continue	Old Fee Amount	New Fee Amount	Unit
Special event permit:			
Type I or Type II	\$50.00	\$50.00	
Electric permit fees:			
Electrical building permit	\$50.00	\$50.00	
Electrical service re-connect fee	\$30.00	\$30.00	
New Service	\$20.00	\$20.00	
Temporary Service Pole	\$10.00	\$10.00	
Temporary Working Clearance	\$25.00	\$25.00	
Upgrade Service	\$10.00	\$10.00	
First 42 Circuits	\$1.00	\$1.00	each
Next 42 Circuits	\$0.50	\$0.50	each
All Circuits above 84	\$0.25	\$0.25	each
Generator	\$100.00	\$100.00	
Plumbing, fuel/gas permit fees:			
Plumbing, fuel/gas permit	\$50.00	\$50.00	
Small fixtures (bathtub, drinking fountain, floor sink, floor drain, sink, lavatory, shower, urinal back-flow device assembly, water heater, water treatment, water closet, etc.)	\$3.00 each (kitchen sink and disp. slop sink, waste interceptor, backflow preventer, dish washer, laundry tray, clothes washer, vacuum breaker)		
Large fixtures (grease trap, waste interceptor, sewer line, water line, gas line, etc.)	\$20.00 \$100.00 \$20.00 \$50.00 \$100.00 \$30.00 \$15.00 \$100.00	\$20.00 \$100.00 \$20.00 \$50.00 \$100.00 \$30.00 \$15.00 \$100.00	Water heater Sewer connection Water piping Gas test Sewer tap Sprinkler system Water meter permit fee Grease trap
Mechanical permit fees:			
Mechanical permit	\$50.00	\$50.00	
Heating & cooling	\$10.00 for the first \$1,000.00 & \$2.00 for each additional \$1,000.00		
Tent permit fees:			
Temporary tents	\$100.00	\$100.00	
General fees:			
Re-inspection or failed inspection	\$45.00	\$45.00	
Emergency inspections:			
Requested with less than ½ day's notice	\$27.00	\$27.00	
Overtime	\$42.00	\$42.00	per hour
Inspection requested for after 4:30 p.m. (two-hour minimum plus emergency inspection fee)	\$80.00	\$80.00	for two hours
Penalties, work commencing prior to permit issued:			
First violation		Double permit fee	
Second and subsequent violations		Four times the permit fee	
Other violations (ex. No inspection, concealing work, occupancy without a final, license or registration violation, other code violations as adopted. Each fee is per occurrence or incidence, per day until corrected.	Where work for which permit is required by this Code is started or proceeded prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this Code in execution of the work nor from any other penalties prescribed herein.		

PLANNING & ZONING - Continue	Old Fee Amount	New Fee Amount	Unit
Penalties, work commencing prior to permit issued:			
First violation	\$200.00	\$200.00	
Second violation	\$250.00	\$250.00	
Third violation	\$500.00	\$500.00	
Fourth violation	\$750.00	\$750.00	
Permit extensions:			
First extension	\$25.00	\$25.00	
Subsequent extension	\$50.00	\$50.00	
Permit extension prior to permit expiration date	50% of permit fee	50% of permit fee	
Registration:			
Contractor initial fee	\$100.00	\$100.00	
Contractor annual renewal fee	\$30.00	\$30.00	
Health:			
Food service establishment permit	\$150.00	\$150.00	
Seafood markets	\$150.00	\$150.00	
Meat markets	\$150.00	\$150.00	
Meat Packers	\$150.00	\$150.00	
Tortillerias	\$150.00	\$150.00	
Bakeries	\$150.00	\$150.00	
Special events Type II	\$100.00	\$150.00	
Market Days Vendors	\$0.00	\$40.00	per day
Market Days Food Vendors	\$0.00	\$60.00	per day
Beer and wine on premises (BG)	\$87.50	\$87.50	
Beer and wine off premises (BQ)	\$30.00	\$30.00	
Liquor store (package store) (P)	\$250.00	\$250.00	
Liquor mixed beverage (lounge) (MB) at 3rd year	\$375.00	\$375.00	
City registration	\$10.00	\$10.00	
Delicatessen	\$150.00	\$150.00	
Food handlers	\$10.00	\$10.00	
Food manager's license	\$15.00	\$15.00	
Fruit and vegetable	\$100.00	\$100.00	
Garage sale permit	\$10.00	\$10.00	
Health permit	\$100.00	\$100.00	
Heimlich poster	\$5.00	\$5.00	
Produce	\$75.00	\$75.00	
Public cafeteria	\$150.00	\$150.00	
Reinspection fee	\$25.00	\$25.00	
Retail food establishment	\$150.00	\$150.00	
Mobile Food Vendor w/Kitchen	\$0.00	\$250.00	
Mobile Food Vendor No/Kitchen	\$0.00	\$155.00	
Temporary permit	\$20.00	\$20.00	per day
Vendor application fee	\$75.00	\$75.00	
Small Cell Network Provider			
First Five (5) Network Nodes	\$500.00	\$500.00	
Each Additional Node	\$250.00	\$250.00	
Per Pole	\$1,000.00	\$1,000.00	
Refunds:			
*Refunds must meet the following criteria:			
1. No work has started,			
2. The permit has not expired,			
3. All Refunds must be approved by the Code Enforcement Supervisor			
4. Request must be made in writing			
*Refunds are refunded at 90 percent of original permit fee less \$25.00 and review and applicable trip charges. Refunds are processed by the City of Weslaco Finance Department only. No cash refunds will be allowed for any purpose.			

POLICE	Old Fee Amount	New Fee Amount	Unit
Fingerprints	\$10.00	\$10.00	
Wrecker permits, annually	\$15.00	\$15.00	
Funeral escort	\$150.00	\$150.00	
Bank escort	\$50.00	\$50.00	
Alarm permits (annual)	\$25.00	\$25.00	
Accident report	\$6.00	\$6.00	
Local police background check	\$10.00	\$10.00	
Certified copy	\$2.00	\$2.00	
Underage drinking; imposing criminal and civil penalties and response cost; providing for codification; severability clause and effective date.			
1st Offense \$	500.00	\$500.00	
2nd Offense \$	750.00	\$750.00	
3rd Offense \$	1,000.00	\$1,000.00	
Vehicle Abandonment Fee \$	10.00	\$10.00	

PUBLIC WORKS	Old Fee Amount	New Fee Amount	Unit
Urban development			
Traffic safety signs:			
30 inches, stop with post	\$200.00	\$200.00	
24 inches, stop with post	\$175.00	\$175.00	
9 × 30 extruded street name with post	\$200.00	\$200.00	
9 × 24 extruded street name with post	\$175.00	\$175.00	
9 × 18 extruded street name with post	\$175.00	\$175.00	
Fire hydrants, blue payment marker	\$75.00	\$75.00	
24" × 30" speed limit sign with post	\$175.00	\$175.00	
18" × 24" "We Love Our Children" sign with post	\$175.00	\$175.00	
<i>Customer service inspection for existing structures:</i>			
Commercial fixtures 1 to 20	\$32.00	\$32.00	
Commercial fixtures 21 to 50	\$42.00	\$42.00	
Commercial fixtures 51 and up	\$120.00	\$120.00	
Residential	\$32.00	\$32.00	

AIRPORT	Old Fee Amount	New Fee Amount	Unit
Oil			
Aeroshell W/100 Ashless	\$9.00	\$9.00	
Castrol Aviator AD100 Ashless	\$9.00	\$9.00	
Airport Access Cards			
Access Card	\$10.00	\$10.00	
Replacement Card	\$50.00	\$50.00	
Miscellaneous			
Call out fee	\$50.00	\$50.00	first hour
	\$30.00	\$30.00	every hour after
Call out fee-Customs	\$350.00	\$350.00	first hour
	\$120.00	\$120.00	every hour after
Tug	\$15.00	\$15.00	
GPU/A/C Unit	\$50.00	\$50.00	if less than 150 gallons purchased
Courtesy car (Customer may use car maximum of two hours in the U.S.)	\$35.00	\$35.00	if no fuel is purchased
Tie Down Fees	\$1.00	\$5.00	per night
Hangar Replacement Keys	\$50.00	\$50.00	
LAV	0	\$ 75.00	
ENGINEERING	Old Fee Amount	New Fee Amount	Unit
Permits & Reinspection Fees			
Storm Water Discharge Permit Application	\$0.00	\$40.00	
Storm Water Discharge Permit Application Reinspection	\$0.00	\$30.00	
Engineering Utility Permit Application	\$0.00	\$40.00	
Engineering Utility Permit Application Reinspection	\$0.00	\$30.00	
Speed Humps			
Speed Hump	\$0.00	\$40.00	



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6858	
From: Rosalinda Cavazos			
Subject: Discussion and consideration to approve the Fiscal Year 2023 Interlocal Agreement with the County of Hidalgo under the Urban County Program setting the amount for the city at \$294,597 and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.)			
Background: The City has participated with the County of Hidalgo Urban County Program for numerous years now. We will continue this by executing all necessary documents for Fiscal year 2023. The activities to be undertaken are listed on Exhibit A, Furthermore, the city officials are required to sign a "Code of Conduct" as a condition of receiving these funds.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: UC Interlocal Agreement Letter, 2021 Weslaco-Interlocal Agreement			
Responsibilities upon Approval: Execute all necessary documents.			



URBAN COUNTY PROGRAM

1916 Tesoro Street, Pharr, Texas 78577 (956) 787-8127 FAX (956) 318-2988

E-Mail: ucp@ucp.co.hidalgo.tx.us

October 13, 2021

City of Weslaco
Mayor David Suarez
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: 2021-2022 Fiscal Year Interlocal Agreement

Dear Mayor Suarez,

Attached is the Interlocal Agreement for the 2021-2022 Urban County Program fiscal year that must be approved by your city council. Please return Interlocal Agreement to the Urban County Program office no later than *Monday, November 15, 2021*. 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 certified 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-I, 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**, is required for all original signatures.

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 and signed Interlocal Agreement by November 15, 2021 will result in forfeiture of funds.**

Please note that once the agreement has been returned to UCP with approval certification and signatures, the agreements will then be submitted for County signatures to complete the required approval process. A completely signed copy will be forwarded to each city for your administration files. Should you have any questions or concerns, please do not hesitate to contact Maritsa Meza, Executive Assistant or myself at 956-787-8127.

Respectfully,

Patricio R. Avila, Director
Urban County Program

PAR/mm

Enclosure: Interlocal Agreement with Exhibits.
cc: City Managers

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 [\\$7,729,312.00](#) of Fiscal Year [2021](#) Community Development Block Grant (CDBG) Funds under Grant No. [B-21-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 2 CFR Part 200 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, “Sub-awards 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.”

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 [\\$7,729,312.00](#) for [Fiscal Year 2021](#) and that City’s allotment has been set at [\\$300,037.00](#) 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 ant 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 2021**. 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, 2022 ; Funds in excess of the 1.5 standards shall be subject to the Recapture by the Urban County Program, and/or any applicable Redistribution & Recapture Policy. The County shall recapture any and all unobligated funds that a City fails to expend or obligate, by June 30, 2022 and shall expend such funds at the discretion of the Hidalgo County Commissioners' Court. The Hidalgo County Commissioners' Court may take any type of remedial action, including but not limited to Recapture, at any time to comply with any and all rules, regulations and decisions, and timeliness requirements 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.

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 [\(B-21-UC-48-0501\)](#) 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 2018 – 2022 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 2018 – 2022 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this _____ Day of _____, 2021.

ATTEST:

Arturo Guajardo, Jr.
County Clerk

Richard F. Cortez,
Hidalgo County Judge

ATTEST:

City Secretary

Mayor

APPROVED AS TO FORM
Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Asst. District Attorney

Date: _____

The following Exhibits are incorporated into the 2021 Interlocal Agreement:

Exhibit A	2021 Proposed Activities
Exhibit A-1	Code of Conduct Enforcement
Exhibit B	Urban County Program Matrix
Exhibit C	Section 108 Loan Guarantee Program
Exhibit D	CDBG Regulations and other Program Requirements
Exhibit E	Audit Finding or Exceptions

Exhibit A

2021 Proposed Activities

2021	WESLACO	\$300,037.00
21A Exempt 58.34 (a)(3)	GENERAL PROGRAM ADMINISTRATION Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating eligible related projects. Location: City Hall 255 S. Kansas Ave., Weslaco, Texas 78596	\$ 3,000.00
03J Environmental Assessment 58.36 8 Step	WATER/SEWER IMPROVEMENTS Project consists of the upgrade of water and sewer lines to include but not limited to fire hydrants for water, manholes for sewer and related appurtenances for streets within the same general vicinity. Other expenditures include professional engineering services, geotechnical and material testing fees, etc. Location: Pike Street between Kansas Ave. & Bridge Ave., Weslaco, Texas 78596 Census Data: 225.02 (3), 226.00 (1) National Objective: 77.025% LMA Goal Outcome Indicator: 2410 Beneficiary Type: People	\$ 292,037.00
05A Exempt 58.34(a)(4)	SENIOR SERVICES – Amigos Del Valle Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) within the City of Weslaco. Location: Casa de Amigos V: 1201 W. 6 th St., Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 8 Beneficiary Type: People	\$5,000.00

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

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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), 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

Source: 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 non-entitled 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 2 CFR PART 200 ¹ 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:

¹ 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 down payment 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 2 CFR PART 200 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 2 CFR PART 200—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 2 CFR PART 200 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 2 CFR PART 200 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 firefighting 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 re-determined 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 non-overlapping 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 non-volunteer 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 anti-displacement 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 2 CFR PART 200 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.

² 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 decision making 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

Exhibit E

Audit Findings or Exceptions

(N/A - No audit findings or exceptions)



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6865	
From:			
Subject: Discussion and consideration for staff to proceed with asbestos abatement at the Weslaco Service Center and former Parks & Recreation office located at 1200 E. 6th Street and convert buildings to open air pavilions and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation.)			
Background: The Service Center opened in 1969 has served as a community gathering place for family events, parties, reunions and meetings. It has not been used since 2021 due to airconditioning issues. The Commission has previously authorized staff to evaluate renovating the interior space and update HVAC equipment. An initial review of the building system indicates that asbestos is present and must be removed prior to any work; the building envelope is not properly sealed to today's standards; the electrical system must be updated to current code; and a fire suppression system would be required. The budgeted funds of \$150,000 for this project does not cover the additional scope of work required for an update. Staff has recommended converting the space to an open air pavilion utilizing the existing foundation and structure and updating the electrical system to meet code. First step would be to contract services for asbestos abatement.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends proceeding with asbestos abatement and converting the buildings to open air pavilions.			
Attachments, if any: Civic Center and Old Park Office, Weslaco, TX Building Tabulation			
Responsibilities upon Approval:			

Civic Center and Old Park Office
255 S. Kansas Ave. Weslaco, TX 78596

		Abatement	Consulting / Air Monitoring	TOTAL COST
1	RL Abatement, Inc	\$ 16,900.00	\$ 6,000.00	\$ 22,900.00
2	RGV Asbestos Removal, LLC	\$ 18,175.00	\$ 6,000.00	\$ 24,175.00
3	River City Environmental, LLC	\$ 25,900.00	\$ 6,000.00	\$ 31,900.00

Texas State Environmental Consulting recommends RL Abatement based on past performance and regulatory compliance history. The total abatement cost of \$ 22,900.00

Asbestos Abatement Budget

Asbestos Abatement Cost	\$	16,900.00
Asbestos Consulting Cost	\$	6,000.00
Estimated State Notification fees	\$	1,300.00
TOTAL BUDGETED COST	\$	24,200.00

R.L. ABATEMENT, INC.

P.O. BOX 332

WESLACO, TEXAS 78599

TEL: 956-968-2265 FAX: 956-968-3301

Email: rlai@rlabatement.com



BID PROPOSAL

Proposal No: 23-3306

Date: 08-02-2023

Project: Civic Center and Old Park Office
1200 E. 6th Street
Weslaco, Texas

RE: Asbestos

BID ITEM #1: Removal and disposal of asbestos material vinyl floor tile and mastic in Civic Center, double layer of flooring material approximately 4,125 sq. ft.

Total Cost for Item #1: \$12,000.00
(Twelve Thousand Dollars and Zero Cents).

BID ITEM #2: Removal and disposal of asbestos vinyl floor tile and mastic approximately 1,227 sq. ft. in office area.

Total Cost for Item #2: \$3,700.00
(Three Thousand Seven Hundred Dollars and Zero Cents).

BID ITEM #3: Removal and disposal of asbestos roofing flashing material approximately 45 sq. ft.

Total Cost for Item #3: \$1,200.00
(One Thousand Two Hundred Dollars and Zero Cents).

Exclusions:

- *Hiring an Asbestos Consultant who will need to prepare specifications, conduct air monitoring and clearance testing, if applicable.
- *Notification filing fees and State fees (ARU), which will be mailed directly to the owner, if applicable.
- *Build Back or Replacements
- *Payment / Performance Bonds
- *Contingency / Allowances
- *Disconnection / re-routing of any M.E.P. and fire alarm
- *Excess / Builder's Risk / Umbrella Liability, if applicable
- *Temporary water and electricity

R.L. ABATEMENT, INC. will provide labor, materials, equipment and insurances. Proposal is subject to change in accordance with the project's specifications as prepared by an asbestos consultant. All rules and regulations will be enforced according to the Texas Dept. of Health, OSHA, EPA, and any other state and federal regulations.

Submitted by: Roberto Valladares, Jr. Print Name: Roberto Valladares, Jr. Title: President Date: 08 / 02 / 2023

Acceptance of Proposal: The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Signature: _____ Print Name: _____ Title: _____ Date: _____

Note: This proposal is good for 30 days from date submitted. If your firm is exempt from any and all taxes, please provide our office with a Tax Exempt Form. If Tax Exempt form is not received in our office, you will be charged 8.25% (taxes) on invoice

RGV. ASBESTOS REMOVAL. LLC.

521 Chula Vista
Weslaco, Texas, 78596

Tel: (956) 624-5137

rgvasbestosremoval@yahoo.com

Attention: Jose Pedraza
City of Weslaco
Accounting Department
255 S Kansas Avenue
Weslaco, TX 78596
jpedroza@weslacotx.gov

Proposed Solicitation Number: RGV230710 ASBESTOS ABATEMENT

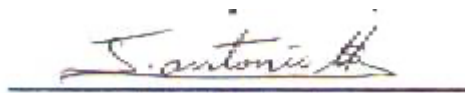
Project: Civic Center & Old Park Office.....
1200 E 6th St. Weslaco, Texas 78596

Base Bid Total:	Qty	Unit
A. <u>Asbestos 12X12 Double Layer Floor tile and Mastic</u>	4,125	Sq Ft
B. <u>Asbestos 12X12 Floor tile and Mastic</u>	1,227	Sq Ft
C. <u>Asbestos Roof Flashing mastic</u>	45	Sq Ft
D. <u>Mobilization.....</u>	1	ea

Price: \$ 18,175.00

The Price included all material and equipment needed to removal the asbestos and Land Fill Disposal, The Project Completed on 10 working day

Total Price Proposed: \$ 18,175.00



Date: 07/18/23

Juan A Sepulveda
Project Manager/Estimator

Acceptance of Proposal: The above price, specifications and conditions are satisfactory And hereby accepted. You are authorized to do work as specified.

Signature: _____ Title: _____ Date: _____

Proposal must be signed and returned to our office before work can commence.



August 2, 2023

TO: Jose Pedraza
City of Weslaco
Accounting Department
255 S. Kansas Ave.
Weslaco, Texas 78596

RE: **Civic Center and Old Park Office**
1200 E. 6th Street
Weslaco, Texas

ASBESTOS ABATEMENT PROPOSAL

River City Environmental, LLC. submits the following proposal for your review and consideration. R.C.E will provide labor, supplies, materials, equipment and standard insurance to accomplish the removal and disposal of the stated asbestos-containing materials for the above referenced property. All regulated and removed ACM waste will be manifested and transported to an approved landfill. A copy of the waste manifest will be provided to the Owner at the completion of the project. All work will be done following OSHA, EPA, TDH, Federal, State and local rules and regulations. Electricity and water shall be provided by Owner to perform the stated work.

Location	Quantity	Description	Cost
	5352 SFT	Removal and disposal of asbestos containing flooring. Approx. 4,125 being double layer	
	45 SFT	Removal and	
	1	Mobilization	
		TOTAL FOR REMOVAL DESCRIBED	\$ 25,900 .00

EXCLUSIONS:

Domestic Waste Disposal and Relocation/Storage, Security,
and Applicable Permit Fees

DURATION:

Approximately 5-6 Business Days

TERMS:

PAYMENT DUE APON COMPLETION

If you have any questions regarding the above scope of work, please do not hesitate to contact me.

Sincerely,

Juan Olivares
President

Purchase Order #: _____

Please sign and return proposal if accepted: _____
Signature Date



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6816	
From: Albert Aldana			
Subject: Discussion and consideration on Ordinance 2023-40 amending the Code of Ordinances Chapter 134 Traffic Article III, Stopping, Standing and Parking amending Section 134-133 prohibiting stopping and parking during certain hours on certain streets and authorizing the Mayor to execute any related documents. First and final reading of Ordinance 2023-40. Possible action. (Staffed by the Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature 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):			
Albert Aldana		Created/Initiated	
Albert Aldana		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 08-31-23CC_Do Not Block Driveway, O2023-40 prohibiting stopping and parking			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

September 1, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

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

**RE: PROPOSED ORDINANCE 2023-40
OBSTRUCTION OF PRIVATE DRIVEWAYS OR MARKED
CROSSWALKS**

This item seeks your approval of a proposed ordinance to amend ordinance 134-133 prohibiting parking and stopping during certain hours on certain streets.

In response to recent complaints regarding citizens' inability to enter/exit their driveways onto access streets due to vehicle queues near a major intersection, staff proposes to amend the existing ordinance to include two changes to itemized streets.

We propose to install "Do Not Block Driveway" Signs at two locations. We have identified Airport Dr, north of US Business 83 (800 LF North) and Ballard St East of Texas Blvd (300 LF East). Please refer to the attached layouts.

Staff recommends approval of this item.

Sincerely,
Albert J. Aldana, P.E.

Attachment: Two Project Locations for Immediate Implementation
Proposed Ordinance 2023-40

Texas Blvd

PROP. SIGN

DO NOT
BLOCK
DRIVEWAY

311'

Ballard st

Walmart

N Illinois Ave

N Illinois Ave

N Illinois Ave

R

Ref1

S Nevada Ave

E Davenport St

S Iowa Ave

PROP SIGN

PROP SIGN

DO NOT BLOCK DRIVEWAY

S Airport Dr

DO NOT BLOCK DRIVEWAY

Spartan St

S Iowa Ave

Industria St

S Nevada Ave

S Kansas Ave

Spartan St

Davenport St

Spartan St

Jordan Dental

Redburg Dr

Ref2

ORDINANCE NO. 2023-40

AN ORDINANCE OF THE CITY OF WESLACO AMENDING CHAPTER 134 TRAFFIC ARTICLE III, SECTION 134-133 OF THE WESLACO CODE OF ORDINANCES; PROHIBITING PARKING AND STOPPING DURING CERTAIN HOURS ON CERTAIN STREETS, TO PROVIDE FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco, Texas, recognizes the need to provide safe conditions for those traveling on public streets within the City of Weslaco; and

WHEREAS, with respect to safety issues related to the City of Weslaco's citizens traveling on public streets within the City of Weslaco, the City Commission of the City of Weslaco desires to amend section 134-133 prohibit parking and stopping during certain hours on certain streets; and

WHEREAS the City Commission of the City of Weslaco further finds it necessary to erect certain signs to regulate traffic within the above specified streets.

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

That the City of Weslaco Chapter 134 of the Code of Ordinance Article III Stopping, Standing and Parking shall be amended to read as follows:

ARTICLE III - STOPPING STANDING AND PARKING PROHIBITING

SECTION 134-133 – PARKING AND STOPPING PROHIBITED DURING CERTAIN HOURS ON CERTAIN STREETS

(a) When signs are erected giving notice thereof, no person shall at any time park or stop a vehicle on the following streets or portions thereof:

- (1) Sugarcane Street, both sides, from the intersection of Texas Boulevard and Sugarcane East to North Tech Drive.
- (2) Bridge Street, both sides, from the intersection of 18th Street North to Business Highway 83.
- (3) Airport Drive, both sides from the intersection of 18th Street and Airport Drive, north to Pike Boulevard.
- (4) 18th Street, both sides, from the intersection of Westgate and 18th Street, East to Airport Drive.
- (5) Both sides of Paisano Lane 120 feet West of the intersection of Texas Boulevard (FM 88) and Paisano Lane.
- (6) Both sides of Ballard Street 311 feet East of the intersection of Texas Boulevard (FM 88) and Ballard Street.
- (7) Both sides of Sugarcane Street from the intersection of Texas Boulevard (FM 88) and Sugarcane Street West to the intersection of Westgate Drive (Mile 6) and Sugarcane Street;
- (8) Huisache Street, on the designated no parking zones, about 660 ft. on both sides East of Border Ave.

(9) Airport Drive, 800 feet north of Airport Drive from the intersection of US Business Highway 83 and Airport Drive.

(b) Any person violating the provisions of subsection (a) of this section shall be guilty of a misdemeanor and shall be fined not less than \$1.00 or more than \$500.00. Any vehicle receiving more than three citations within any three consecutive calendar months shall be booted or have its wheels locked by the city and shall also be assessed a fine of \$50.00, which must be paid prior to having its wheels unbooted or unlocked. This fine shall be in addition to, and not in lieu of, any outstanding fines owed to the city.

(c) Posting of Signs.

The City of Weslaco is hereby authorized and instructed to install all appropriate signs designating said specified places in that section described above by causing "Do not Block Driveway" signs to be erected at such locations necessary to make the change applicable to the above-referenced prohibition of stopping and parking during certain hours and certain streets.

CONFLICTS

All ordinances and resolutions, or parts of ordinances and resolutions, in conflict with this Ordinance are hereby repealed, and are no longer of any force and effect.

PENALTIES

A violation of this ordinance is considered a Class c misdemeanor and is punishable by a fine not to exceed Five Hundred Dollars (\$500.00)

SEVERABILITY

All other portions of Section 134 of Ordinance 200, codified as Section 134-133 of the Weslaco Code of Ordinances shall remain in full force and effect.

PASSED AND APPROVED on first and final reading this 5th day September 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6827	
From: Albert Aldana			
Subject: Discussion and consideration of Ordinance 2023-41 for a proposed multi-way stop at the intersection of 18th Street and Airport Drive and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2023-41. Possible action. (Staffed by the Engineering Department.)			
Background: See attached memo.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature 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):			
Albert Aldana Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 08-28-23CC_Airport@18th, 18th@Airport_Multi-Way Stop Study Report, O2023-41 all-way stop 18th St and Airport			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

August 28, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

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

**RE: PROPOSED MULTI-WAY STOP
INTERSECTION OF AIRPORT DR AT 18TH ST**

This item seeks your approval for a proposed multi-way stop condition for the intersection of Airport Dr at 18th St.

In response to complaints regarding the lack of visibility for southbound Airport Dr approach at 18th St, our engineering department performed a study to evaluate conditions at the intersection. It was observed that there is limited right of way on the northwest corner and that an existing fence and overgrown trees and shrubs obscure the visibility of eastbound traffic. As a result, engineering performed a multi-way stop study to determine if an all-way stop condition was appropriate for this intersection, that will alleviate this condition. The study determined that a multi-way stop condition is justifiable and recommended.

Attached please find a Multi-Way Stop Study Report for your review and consideration. Please advise if you have any questions.

Staff recommends approval of this item.

Sincerely,
Albert J. Aldana, P.E.

Attachment: Multi-Way Stop Study Report
Proposed Ordinance



MULTI-WAY STOP STUDY AIRPORT DR AT 18th ST

**Prepared by:
Engineering Department
City of Weslaco, Texas**



August 25, 2023

1.0 INTRODUCTION

This engineering study was requested to evaluate the need for all-way stop control at the intersection of 18th St and Airport Dr in the City of Weslaco, Texas. Of concern, is the limited corner sight distance on the southbound approach to Airport Dr due to existing overgrown trees, existing fence, and limited Right-of-Way.

The analyses performed herein are based on guidelines provided by the Revision 2 of 2011 *Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD)* and traffic data collected by the Engineering Department.

2.0 EXISTING CONDITIONS

This section covers the existing conditions along the roadways of interest: 18th St and Airport Dr. A field observation was performed to gather information relevant to the intersection. This intersection is presently controlled by a stop sign on Airport Dr., the minor street. 18th St. has the through right of way. The intersection location is illustrated in a project location map in **Figure 1**.

Photographs were taken facing each of the intersection's approaches and are included in **Appendix D**.



(Figure 1) 18th and Airport Dr. Intersection

2.1 18th St.

18th St. runs east-west. The eastbound approach has one lane on each direction plus a left-turn bay, while the westbound approach has only one lane on each direction. The speed limit along 18th St. is 30 miles per hour. According to current traffic data, 18th St. presently carries approximately 2,827 vehicles per day for the eastbound approach at its intersection with Airport Dr. while the westbound approach carries approximately 2,158 vehicles.

2.2 Airport Dr.

Airport Dr. extends north-south and accommodates one lane in each direction near its intersection with 18th St. The speed limit along Airport Dr. is 30 miles per hour. Airport Dr. presently carries approximately 1,471 vehicles per day for the southbound approach at its intersection with 18th St.

3.0 TRAFFIC DATA

This section covers the traffic volumes collected at this intersection. Pneumatic road tube traffic counters recorded 24-hour vehicle volumes. Vehicular traffic counts were collected from Monday, June 5, 2023,

through Monday, June 12, 2023. Traffic counts were collected for each of the three intersection approaches. This traffic data is summarized in **Table 1**.

Table 1
Existing Approach Traffic Volumes--18th St. at Airport Dr.

Time	18th St.		TOTAL	Airport Dr.	Total Volume
	EB	WB	EB/WB	SB Total	
12:00 AM	195	38	234	11	245
1:00 AM	187	19	205	7	212
2:00 AM	183	12	195	8	203
3:00 AM	169	10	179	5	184
4:00 AM	175	6	181	4	186
5:00 AM	182	7	189	10	200
6:00 AM	181	17	198	26	224
7:00 AM	144	40	184	54	238
8:00 AM	124	96	220	65	285
9:00 AM	106	130	236	71	307
10:00 AM	74	101	175	79	255
11:00 AM	45	105	150	96	246
12:00 PM	22	121	143	119	262
1:00 PM	14	159	173	100	274
2:00 PM	14	146	160	108	268
3:00 PM	9	149	158	101	259
4:00 PM	17	135	152	121	273
5:00 PM	30	162	192	127	319
6:00 PM	90	172	262	101	363
7:00 PM	200	144	344	74	418
8:00 PM	174	128	301	69	371
9:00 PM	169	108	277	51	328
10:00 PM	157	86	244	38	281
11:00 PM	166	67	233	26	259
Total	2,826	2,159	4,985	1,472	6,457

Table 1. *Existing Approach Traffic Volumes--18th St. at Airport Dr.*

The 24-hour traffic counts sheets are included in the **Appendix B**.

4.0 ANALYSES

The Texas Manual of Uniform Traffic Control Devices (TxMUTCD) provides several criteria for evaluation of multi-way stop conditions. Certain conditions must be satisfied before a multi-way STOP sign installation is justified or recommended. This multi-way stop warrant analysis was performed utilizing existing traffic volumes. One note of primary importance is that “Multi-way Stop” installations should ordinarily be used where the traffic of volume on the intersecting roads is approximately equal. Revision 2 of the 2011 *Texas MUTCD* lists four criteria, which serve as a guideline for analyzing the need for a multi-way stop control.

These criteria are as follows:

- A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.
- B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.
- C. Minimum traffic volumes:
 1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day.
 2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours.
 3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.
- D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Table 2 indicates the eight of the highest hourly volumes for the intersection and the average volume for these hours. These eight hours meet the minimum required thresholds for the traffic volumes.

Table 2
Eight of the Highest Hourly Volumes--18th St. at Airport Dr.

TIME PERIOD		RANK	18TH ST.			AIRPORT DR.		TOTAL VOLUME
			EB	WB	Total	SB	Total	
7:00 PM	8:00 PM	1	294	146	440	81	81	521
2:00 AM	3:00 AM	2	207	9	216	5	5	221
4:00 AM	5:00 AM	3	206	4	210	3	3	213
8:00PM	9:00PM	4	196	130	326	72	72	398
11:00 PM	12:00 AM	5	187	64	251	18	18	269
9:00 PM	10:00 PM	6	175	150	325	48	48	373
6:00 AM	7:00 AM	7	172	25	197	36	36	233
3:00 AM	4:00 AM	8	167	11	178	3	3	181
AVERAGE					268		33	

For **Criteria A**, a traffic signal at this location is not warranted or justified; as a result, this does not apply.

For **Criteria B**, accident data reveals no accident history for this intersection.

Evaluation of the criteria for multi-way stops reveals that criteria C.1 and part of criteria C.2 are not met when the eight highest hours that meet the minimum criteria for both major and minor streets are considered. The average number of vehicles for the eight highest hours of an average day on the 18th St., the major street is 268 vehicles; this does not exceed the threshold of 300 vehicles. The average number of vehicles on Airport Dr., the minor street is 33 vehicles; this also does not exceed the required minimum of 200 vehicles.

The 85th-percentile speed is 41 mph on 18th St., so **Criterion C.3** is applicable in this case, therefore the C.1 criteria of 300 vehicles is reduced to 210 vehicles for 18th St. and 140 for Airport. Using this criterion, since criteria C.1 and C.2 are not met, it is not necessary to consider criteria C.3.

The volume at the intersecting roads also must be approximately equal, which in this case the total approach traffic is 75% on 18th and the remaining 25% on Airport Dr. Thus, the volumes are not approximately equal, and this standard is not satisfied.

Table 3 summarizes the results of the evaluation of multi-way stop criteria.

Table 3
Summary of Multi-way Stop Warrant Analysis

CRITERIA	Results of Analysis Year 2023
A - As an interim measure	Not Applicable
B - Crash Problem	Not Satisfied
C - Minimum Volumes	Satisfied
D - 80% of minimum values	Not Evaluated

There are other optional criteria which can also be considered in multi-way stop studies according to the *TxMUTCD*:

- A.** The need to control left-turn conflicts;
- B.** The need to control vehicle/pedestrian conflicts near locations that generate high pedestrian volumes;
- C.** Locations where a road user, after stopping, cannot see conflicting traffic and is not able to negotiate the intersection unless conflicting cross traffic is also required to stop.
- D.** An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where multi-way control would improve traffic operational characteristics of the intersection.

These additional criteria were also considered. Since, there is a corner sight distance issue at this intersection, it is evident that criterion C above is relevant. Southbound vehicles are having a difficult time observing eastbound 18th St traffic approaching from the west. This is due to existing limited ROW, an existing chain link fence and overgrown trees and shrubs at the southwest corner. Conflicting cross traffic must stop to safely navigate the intersection.

Accident data was obtained through TxDOT's Crash Records Information System (C.R.I.S.). According to an accident query through C.R.I.S. there was no accident activity at the intersection for the five-year period between January 1, 2017, thru June 30, 2023.

There are no generators of high-pedestrian volume in the vicinity. Corner sight distance is not adequate for vehicles at the southbound approach at Airport Dr., this is of high concern. The roadways are dissimilar with 18th St. having one lane and a dedicated left-turn bay per approach while Airport Dr. has only one lane per approach. Thus, these criteria were not satisfied either.

5.0 CONCLUSION

The required typical criteria for a multi-way stop condition were not satisfied. Traffic volumes were analyzed and the minimum requirement of traffic volumes at the intersection was not met. In addition, the traffic volumes on the intersecting roads are not approximately equal. Furthermore, there has not been a recurring accident pattern at this intersection during the last five years.

However, due to the lack of adequate corner sight distance for southbound traffic and safety concerns relating to visibility of oncoming vehicles at this intersection, a **multi-way stop condition is recommended.**

APPENDIX A

24-Hour Volume Counts

City of Weslaco Volume Survey Analysis

Airport Dr. (Southbound)

Latitude: 26 8' 29.220"
Longitude: -97 58' 27.320"

Time	6/5/23 Mon	6/6/23 Tue	6/7/23 Wed	6/8/23 Thu	6/9/23 Fri	6/10/23 Sat	6/11/23 Sun	6/12/23 Mon	Average Mon - Mon
12:00 AM	*	6	10	9	9	17	20	8	11
1:00 AM	*	7	5	2	5	7	13	9	7
2:00 AM	*	4	2	8	4	17	18	5	8
3:00 AM	*	2	5	4	6	5	12	3	5
4:00 AM	*	3	4	5	8	3	5	3	4
5:00 AM	*	7	10	6	18	9	8	15	10
6:00 AM	*	28	33	27	30	16	15	36	26
7:00 AM	*	81	71	59	42	30	21	71	54
8:00 AM	*	74	79	79	74	48	23	78	65
9:00 AM	*	80	91	85	85	51	31	71	71
10:00 AM	*	98	95	92	90	70	34	77	79
11:00 AM	*	119	115	86	96	64	55	138	96
12:00 PM	*	150	146	153	97	94	59	132	119
1:00 PM	*	126	120	116	120	92	66	61	100
2:00 PM	145	113	119	126	118	72	60	*	108
3:00 PM	105	131	122	133	97	65	56	*	101
4:00 PM	149	154	137	131	115	84	77	*	121
5:00 PM	154	149	163	144	133	70	78	*	127
6:00 PM	109	114	116	118	112	67	70	*	101
7:00 PM	81	86	76	90	56	67	63	*	74
8:00 PM	72	71	67	61	77	62	76	*	69
9:00 PM	48	38	47	62	76	39	45	*	51
10:00 PM	30	42	37	37	45	39	34	*	38
11:00 PM	18	21	20	34	35	26	26	*	26
Total	911	1704	1690	1667	1548	1114	965	707	1471
Percent	8.8%	16.5%	16.4%	17.4%	16.1%	11.6%	10.1%	7.4%	
AM Peak		11:00 AM	11:00 AM	10:00 AM	11:00 AM	10:00 AM	11:00 AM	11:00 AM	11:00 AM
Volume		119	115	92	96	70	55	138	96
PM Peak	5:00 PM	4:00 PM	5:00 PM	12:00 PM	5:00 PM	12:00 PM	5:00 PM	12:00 PM	5:00 PM
Volume	154	154	163	153	133	94	78	132	127

City of Weslaco Volume Survey Analysis

18th. St. (Eastbound)

Latitude: 0 0' 0.000"
Longitude: 0 0' 0.000"

Time	6/5/23 Mon	6/6/23 Tue	6/7/23 Wed	6/8/23 Thu	6/9/23 Fri	6/10/23 Sat	6/11/23 Sun	6/12/23 Mon	Average Mon - Mon
12:00 AM	*	231	214	202	186	178	131	225	195
1:00 AM	*	198	244	234	203	179	125	123	187
2:00 AM	207	196	195	184	176	166	156	*	183
3:00 AM	167	196	205	145	198	141	128	*	169
4:00 AM	206	178	198	184	170	163	126	*	175
5:00 AM	160	199	220	230	170	155	139	*	182
6:00 AM	172	212	202	209	189	155	125	*	181
7:00 AM	132	146	134	151	163	133	149	*	144
8:00 AM	106	122	108	124	167	131	111	*	124
9:00 AM	108	94	95	114	118	110	101	*	106
10:00 AM	81	53	56	64	85	99	79	*	74
11:00 AM	49	37	35	27	56	57	51	*	45
12:00 PM	8	18	12	21	39	35	21	*	22
1:00 PM	10	15	10	10	24	22	10	*	14
2:00 PM	13	13	9	19	16	14	14	*	14
3:00 PM	12	3	7	5	12	14	12	*	9
4:00 PM	19	20	22	18	14	8	18	*	17
5:00 PM	37	36	40	31	22	12	34	*	30
6:00 PM	114	114	115	109	41	32	107	*	90
7:00 PM	294	279	240	195	80	43	266	*	200
8:00 PM	196	236	195	189	127	89	184	*	174
9:00 PM	175	229	169	195	156	116	141	*	169
10:00 PM	150	161	135	186	157	153	159	*	157
11:00 PM	187	173	180	174	160	121	168	*	166
Total	2603	3159	3040	3020	2729	2326	2555	348	2827
Percent	13.2%	16.0%	15.4%	15.5%	14.0%	12.0%	13.1%	1.8%	
AM Peak	2:00 AM	12:00 AM	1:00 AM	1:00 AM	1:00 AM	1:00 AM	2:00 AM	12:00 AM	12:00 AM
Volume	207	231	244	234	203	179	156	225	195
PM Peak	7:00 PM	7:00 PM	7:00 PM	7:00 PM	11:00 PM	10:00 PM	7:00 PM		7:00 PM
Volume	294	279	240	195	160	153	266		200

City of Weslaco Volume Survey Analysis

18th. St. (Westbound)

Latitude: 0 0' 0.000"
Longitude: 0 0' 0.000"

Time	6/5/23 Mon	6/6/23 Tue	6/7/23 Wed	6/8/23 Thu	6/9/23 Fri	6/10/23 Sat	6/11/23 Sun	6/12/23 Mon	Average Mon - Mon
12:00 AM	*	27	34	28	39	47	61	33	38
1:00 AM	*	13	21	12	15	34	25	10	19
2:00 AM	*	9	12	9	7	18	20	9	12
3:00 AM	*	3	7	2	6	22	20	11	10
4:00 AM	*	4	4	7	3	9	14	4	6
5:00 AM	*	7	5	8	7	3	14	7	7
6:00 AM	*	16	19	17	17	16	9	25	17
7:00 AM	*	38	44	41	53	25	29	53	40
8:00 AM	*	137	129	108	100	41	27	128	96
9:00 AM	*	175	158	150	146	75	58	150	130
10:00 AM	*	111	130	113	108	82	55	110	101
11:00 AM	*	118	117	108	116	92	88	99	105
12:00 PM	*	114	145	126	130	143	76	112	121
1:00 PM	*	175	183	154	175	147	123	156	159
2:00 PM	*	161	172	152	167	130	122	121	146
3:00 PM	158	142	163	162	152	145	120	*	149
4:00 PM	136	169	132	142	147	110	106	*	135
5:00 PM	177	189	169	155	152	169	121	*	162
6:00 PM	192	194	190	195	198	135	97	*	172
7:00 PM	146	152	180	167	147	125	92	*	144
8:00 PM	130	141	123	126	135	122	117	*	128
9:00 PM	100	135	117	113	118	80	95	*	108
10:00 PM	74	61	102	98	105	88	76	*	86
11:00 PM	64	67	55	56	81	88	56	*	67
Total	1177	2358	2411	2249	2324	1946	1621	1028	2158
Percent	7.8%	15.6%	16.0%	16.0%	16.5%	13.8%	11.5%	7.3%	
AM Peak		9:00 AM	9:00 AM	9:00 AM	9:00 AM	11:00 AM	11:00 AM	9:00 AM	9:00 AM
Volume		175	158	150	146	92	88	150	130
PM Peak	6:00 PM	6:00 PM	6:00 PM	6:00 PM	6:00 PM	5:00 PM	1:00 PM	1:00 PM	6:00 PM
Volume	192	194	190	195	198	169	123	156	172

APPENDIX B

Speed Data

City of Weslaco Speed Survey Analysis

18th. St. (Eastbound)

Latitude: 26 8' 27.706"
Longitude: -97 58' 36.009"

Direction: Eastbound

7/13/2023	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	4	5	48	68	28	4	0	0	0	0	0	157
1:00	0	0	1	11	60	70	32	10	0	0	0	0	0	184
2:00	0	0	1	15	75	67	19	3	0	0	0	0	0	180
3:00	0	0	0	11	40	56	28	7	1	0	0	0	0	143
4:00	0	0	1	6	40	67	30	7	0	0	0	0	1	152
5:00	0	0	0	6	52	81	41	6	0	0	0	0	0	186
6:00	0	0	0	8	40	73	36	12	0	1	0	0	0	170
7:00	0	0	1	4	39	67	37	4	1	0	0	0	0	153
8:00	0	0	0	14	57	45	19	2	0	0	0	2	0	139
9:00	0	0	0	14	41	42	15	2	2	0	0	0	0	116
10:00	0	0	0	7	21	22	15	1	1	3	0	0	0	70
11:00	0	0	0	2	15	22	4	4	1	0	0	0	0	48
12:00 PM	0	0	0	4	13	6	4	0	0	0	0	0	0	27
1:00	0	0	0	1	4	5	1	2	1	0	0	0	0	14
2:00	0	0	0	1	3	0	0	0	0	0	0	0	0	4
3:00	0	0	0	0	7	4	1	0	0	0	0	0	0	12
4:00	0	0	0	1	3	4	1	1	0	1	0	0	0	11
5:00	0	0	0	3	11	15	6	6	0	0	0	0	0	41
6:00	0	0	0	5	23	40	12	3	1	0	0	0	0	84
7:00	0	0	2	7	62	69	32	5	1	0	0	0	0	178
8:00	0	0	0	8	67	75	40	7	3	0	0	0	0	200
9:00	0	0	0	13	43	59	28	10	0	1	0	0	0	154
10:00	0	0	1	10	45	57	32	4	2	0	0	0	0	151
11:00	0	1	0	12	45	76	30	5	1	0	0	0	0	170
Total	0	1	11	168	854	1090	491	105	15	6	0	2	1	2744
Percentile				15th	50th	85th	95th							
Speed				32	36	41	45							
Mean Speed (Average)				36.8										
10 MPH Pace Speed				30-39										
Number in Pace				1926										
Percent in Pace				70.2%										
Number > 30 MPH				2564										
Percent > 30 MPH				93.4%										

City of Weslaco Speed Survey Analysis

18th. St. (Westbound)

Latitude: 26 8' 27.706"
Longitude: -97 58' 36.009"

Direction: Westbound

7/13/2023	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	1	17	54	56	32	9	1	1	2	0	0	173
1:00	0	1	4	18	74	42	18	2	1	0	0	0	0	160
2:00	1	0	5	45	61	41	12	1	0	0	0	0	0	166
3:00	0	0	1	22	66	70	26	6	0	0	0	0	0	191
4:00	0	0	3	23	72	62	32	6	2	0	0	0	0	200
5:00	2	0	2	31	90	101	28	11	2	0	0	0	0	267
6:00	0	0	1	15	75	89	39	5	1	1	0	0	0	226
7:00	0	0	1	18	67	51	31	14	0	0	0	0	0	182
8:00	1	3	6	22	72	43	16	0	1	0	0	0	0	164
9:00	0	0	0	22	52	40	16	2	1	0	0	0	0	133
10:00	0	0	4	14	18	23	11	5	1	0	0	0	0	76
11:00	0	0	0	3	22	21	10	0	0	0	1	0	0	57
12:00 PM	0	0	0	1	15	6	3	1	0	0	0	0	0	26
1:00	0	0	0	2	4	1	4	1	0	0	0	0	0	12
2:00	0	0	1	1	3	2	1	1	0	0	0	0	0	9
3:00	0	0	0	2	3	2	1	0	0	0	0	0	0	8
4:00	0	0	0	2	3	1	0	0	0	0	0	0	0	6
5:00	0	0	0	1	8	5	3	0	1	0	0	0	0	18
6:00	1	0	2	5	17	11	4	3	2	0	0	0	0	45
7:00	3	0	5	11	15	20	11	1	1	0	0	0	0	67
8:00	0	0	2	11	34	53	33	4	0	1	0	0	0	138
9:00	0	0	1	6	50	37	17	7	4	0	0	0	0	122
10:00	0	0	1	16	46	48	25	7	1	1	1	0	0	146
11:00	1	0	2	17	68	50	23	4	0	0	0	0	0	165
Total	9	4	42	325	989	875	396	90	19	4	4	0	0	2757
Percentile				15th	50th	85th	95th							
Speed				30	35	41	44							
Mean Speed (Average)				35.4										
10 MPH Pace Speed				30-39										
Number in Pace				1853										
Percent in Pace				67.2%										
Number > 30 MPH				2377										
Percent > 30 MPH				86.2%										

APPENDIX C

Accident History

[Home](#) / [Query Builder](#)

Query Builder

Build your query using the steps below. You can View Results when all conditions shown below are satisfied.

Select Query Type

What type of Query would you like to build?

- ☒ I want to find all Crashes that meet a certain set of criteria
- ☐ I want to find Units (ex. Vehicles, Bicycles) that were involved in crashes that meet a certain set of criteria
- ☐ I want to find Persons that were involved in crashes that meet a certain set of criteria

Select Crash Date and Time

When did the crashes occur that you would like to find?

- ☐ Select crashes from a specific year
- ☒ Select Crashes from a range of years
- ☐ Select Crashes from a specific date and time range

Begin Year

End Year

2017

x ▼

2023

x ▼

Select Crash Location

When did the crash occur that you would like to find?

- ☐ Define search by entering **one or more** of the most common location fields
- ☐ Define more complex search area using Filter Builder
- ☒ Define search area using interactive map
- ☐ Search All of Texas

Currently Selected Search Area

Edit Search Area



Latitude: 26.141, Longitude -97.974
Latitude: 26.141, Longitude -97.974
Latitude: 26.141, Longitude -97.974
Latitude: 26.141, Longitude -97.974
Latitude: 26.141, Longitude -97.974
Latitude: 26.141, Longitude -97.974
Latitude: 26.141, Longitude -97.974
Latitude: 26.141, Longitude -97.974

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Create Additional Filters

Filters can be defined using the various attributes associated with a crash, the units involved in the crash, and the persons involved in the crash. Any crash that meets all of the conditions of your filters will be returned in your Query.

Current Filters

Add

You haven't created any Filters yet.

Choose From TxDOT-Authored Filters

TxDOT has authored a set of Filters that you can use to narrow down the results of your Query. Check the box below to apply the Filter to your Query alongside the Filters that you have created.

Filters Authored by TxDOT

☐ Intersection Related Crashes

More Information

☐ Work Zone Crashes

More Information

☐ Alcohol Involved Crashes

More Information

☐ Distracted Driving Crashes

More Information

☐	Driving Under the Influence of Alcohol	Q More Information
☐	Motorcycle Related Crashes	Q More Information
☐	Speed Related Crashes	Q More Information
☐	Cell Phone Use Involved Crashes	Q More Information
☐	Distracted Driving Vehicles	Q More Information
☐	Counts of Motorcycles	Q More Information
☐	Motorcyclists	Q More Information
☐	Driving Under the Influence of Alcohol or Drugs	Q More Information
☐	Driving Under the Influence of Drugs	Q More Information
☐	Driving While Intoxicated	Q More Information
☐	Drug Involved Crashes	Q More Information

Switch To Wizard View

View Results

Save

Start Over

Results can be viewed when:

- Date and Time has been specified
- Crash Location has been specified
- Match Count is between 1 and 50,000
- Crashes

0 Crashes

Match your Query

APPENDIX D

Photos



Southbound approach at Airport Dr.



Eastbound approach at 18th Street



Westbound approach at 18th Street



Eastbound approach at 18th Street

ORDINANCE NO. 2023-41

AN ORDINANCE AMENDING ARTICLE III, SECTION 27-57 UNIFORMITY; OFFICIAL DEVICES OF THE TRAFFIC ORDINANCE OF CITY OF WESLACO TO INSTALL AN ALL-WAY STOP SIGN AT THE INTERSECTION OF 18th STREET AND AIRPORT DRIVE.

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

SECTION I: Section 27-57 Uniformity Official Devices of the traffic Ordinance of the City of Weslaco, all signs and signals required under this chapter for a particular purpose shall, so far as practicable, be uniform as to type and location throughout the city. All traffic-control devices so erected and not inconsistent with the provisions of state law or this chapter shall be official traffic control devices: To install all-way stop signs at the intersection of 18th St and Airport Dr.

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

PASSED AND APPROVED on first and final reading at a regular meeting of the City Commission this 5th day of September 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6832	
From:			
Subject: Discussion and consideration to authorize staff to solicit Request for Qualifications for Professional Services - Graphic Designer to refresh the City of Weslaco logo and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Relations Officer.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6847	
From: HOMER RHODES			
Subject: Discussion and consideration to declare city vehicles and other miscellaneous items as surplus and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Finance Department.)			
Background: Various city departments have provided a listing of surplus vehicles and miscellaneous items including computer equipment. Declared surplus will be sold through auction or disposed of, if deemed unsafe for sale.			
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):			
HOMER RHODES Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: MEMO - SURPLUS ITEMS 9.5.2023			
Responsibilities upon Approval: Staff will prepare surplus items for auction or dispose of accordingly.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

To: Mayor David Suarez and City Commission

From: Homer Rhodes, Purchasing Agent

Date: August 29, 2023

RE: Declaration of Surplus Vehicles & Miscellaneous Items

.....

Various city departments have provided a listing of surplus vehicles and miscellaneous items including computer equipment. Declared surplus will be sold through auction or disposed, if deemed unsafe for sale.

Department Heads have reviewed and inspected the listed items and have deemed such items as have surpassed their useful lifecycle and as not transferrable to other departments for usage.

The surplus declaration and selling of such items will help the city maintain a clean work environment, reduce eyesore of junked vehicles in the Public Works yard and also reduce our commercial property insurance by removing inoperative vehicles from coverage.

I respectfully ask for your approval of the surplus list as presented.

Thank you

DEPT: _____ indicate department here

YEAR	MODEL	UNIT #	VIN #	FAMP #
------	-------	--------	-------	--------

[illegible]

CITY OF WESLACO - SURPLUS FY 2022-23
MISCELLANEOUS ITEMS

DEPT:

Indicate department here

[illegible]

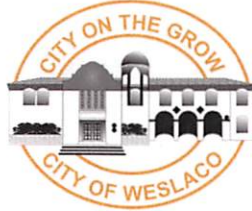


Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6848	
From: HOMER RHODES			
Subject: Discussion and consideration to contract with GovDeals for use of the online auction portal, to sell city surplus vehicles and miscellaneous items and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The city has normally held live auctions throughout the years and is requesting to break from the old trend and move to a more popular trend of online auctions.			
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):			
HOMER RHODES Rosalinda Cavazos Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: MEMO - GOVDEALS 9.5.2023			
Responsibilities upon Approval: Work with GovDeals representative and start selling surplus items online.			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Jose "JP" Rodriguez, Mayor Pro-Tem, District 3
Greg Kerr, Commissioner, At-Large
Israel Gonzalez, Jr., Commissioner, At-Large
Josh Pedraza, Commissioner, District 1
Letty Lopez, Commissioner, District 2
Adrian Farias, Commissioner, District 4

Martin Garza, City Manager

To: Mayor David Suarez and City Commission

From: Homer Rhodes, Purchasing Agent

Date: August 29, 2023

RE: "City" Online Auction sales through GovDeals

.....

The city has normally held live auctions throughout the years and is requesting to break from the old trend and move to a more popular trend of online auctions.

At the recommendation of City Manager and City Staff, I contacted GovDeals – a well distinguished and reputable online auction vendor. GovDeals is an awarded vendor through Omnia Partners Contract No.: 02-130 (Auction Services), in which the City of Weslaco is an active participant.

There is zero cost to the city for the online auction service and all payments from auction proceeds are handled electronically and deposited straight into city bank account.

Citizens of Weslaco and anyone else can bid on city surplus items at a Buyer's premium of 12.50%

I respectfully ask for approval to contract and start utilizing GovDeals to sell city surplus items as they become available.

Thank you

Liquidity Services Operations LLC dba GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the City of Weslaco ("Client"), having its principal place of business 255 S Kansas Avenue – Weslaco, Texas 78596.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1** Access to a GovDeals online "Seller Asset Management" (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of SAM
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high value assets.
- 3.0 Fees:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.
- 4.0 Payment:**
 - 4.1** GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete Exhibit A.
 - 4.2** Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.

- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit B** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Texas.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals

Signature: _____

Print Name: Scott Starcher

Title: Vice President of Operations

Date: _____

Client: City of Weslaco

Signature: _____

Print Name: _____

Title: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

EXHIBIT A - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Remittance Information

Please complete information below:

This section must be completed when submitting the signed MOU back to GovDeals, as this is where GovDeals Payments to the Client will be made.

Accounting Contact:
(Person to receive invoices)

Name and Title

E-Mail Address:

Phone Number:

Please provide the required information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

City of Weslaco

Weslaco, Texas

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” City of Weslaco (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on GovDeals. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Tuesday, April 19th, 2022

Liquidity Services Operations, LLC
ATTN: Steve Kranzusch
100 Capitol Commerce Blvd, Ste.110
Montgomery, AL 36117

Dear Steve:

Region XIV Education Service Center is happy to announce that Liquidity Services Operations, LLC has been awarded an annual contract for Auction Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on April 30, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Liquidity Services Operations, LLC

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shane Fields'.

Shane Fields
Region XIV, Executive Director



Standardized Agenda Request Form

Date of Meeting: September 5, 2023		Agenda Item No. (to be assigned by CSO): 2023-6866	
From:			
Subject: Discussion and consideration to approve the Economic Development Corporation of Weslaco annual budget and work plan for fiscal year 2023-2024 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: EDC Budget FYE Sept 30 2024 Summary Sheet			
Responsibilities upon Approval:			

Economic Development Corporation of Weslaco
Budget for Fiscal Year 2024 (from 10/1/2023 to 9/30/24)

		Projected FYE 2023			Budgeted FYE 2023		Proposed FYE 2024		Increase/ (Decrease)
		8 Months YTD	Annualized	%	Amount	%	Amount	%	
Income									
1	Sales Tax Income	3,225,444	4,838,166	73%	4,500,000	86%	4,740,000	55%	240,000
2	Interest Income	10,296	126,256	2%	50	0%	330,766	4%	330,716
3	Rental Income	147,999	219,123	3%	215,772	4%	213,372	2%	(2,400)
4	Property Sales	1,330,106	1,401,962	21%	412,162	8%	3,309,778	38%	2,897,616
5	Alfresco & 4th of July / Sponsorship & Vendor Fees	12,528	21,170	0%	33,275	1%	20,825	0%	(12,450)
6	Other Income	27,943	41,915	1%	41,150	1%	40,800	0%	(350)
Total Income		4,754,316	6,648,591		5,202,409		8,655,541		3,453,132
Expenses									
7	Labor-Related Costs	257,614	386,421	11%	433,105	10%	438,396	6%	5,291
8	Professional Fees & Services	76,643	115,715	3%	149,500	3%	131,500	2%	(18,000)
9	Community - Events	23,164	30,588	1%	60,700	1%	45,700	1%	(15,000)
10	BVEC Operation Expenses	33,905	49,662	1%	68,600	2%	62,518	1%	(6,082)
11	UTRGV Bldg. Complex	37,115	171,333	5%	192,910	4%	187,412	2%	(5,498)
12	Debt Service	1,347,214	1,909,965	53%	932,572	21%	3,988,892	53%	3,056,320
13	Landscape Activities	36,242	54,363	2%	57,785	1%	57,785	1%	-
14	Dues/Subscriptions/Membership	10,650	13,308	0%	19,600	0%	14,550	0%	(5,050)
15	Community Sponsorships & Donations	20,260	24,660	1%	31,850	1%	36,000	0%	4,150
16	General & Administrative & Contractual	54,666	82,415	2%	78,326	2%	97,000	1%	18,674
17	MV Intl. Industrial Park Engineering & Development	337,205	366,358	10%	129,200	3%	130,000	2%	800
18	General Marketing & Advertising	24,603	32,132	1%	64,795	1%	110,475	1%	45,680
19	Trade Shows & Leadership Training / Workshops	48,128	53,175	1%	35,700	1%	61,000	1%	25,300
20	Downtown Weslaco 100 Grants	39,905	39,905	1%	50,000	1%	50,000	1%	-
21	Downtown Facade Grants	42,995	42,995	1%	30,000	1%	50,000	1%	20,000
22	Grant Funding Projects	69,880	108,000	3%	145,000	3%	145,000	2%	-
23	Business Incentive Agreements (26 Active Incentives)	-	-	0%	1,546,407	35%	1,018,169	13%	(528,238)
24	Business Incentive Agreements (Allowance)	-	-	0%	-	0%	500,000	7%	500,000
25	Future Projects	100,000	100,000	3%	127,670	3%	127,670	2%	-
26	Opportunity Fund	-	-	0%	300,000	7%	300,000	4%	-
Total Expense		2,560,188	3,580,996		4,453,720		7,552,067		3,098,347
Net Revenues (Expenditures)		2,194,129	3,067,595		748,689		1,103,474		354,785