



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 17, 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, October 17, 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) Proclamation for Down Syndrome Awareness

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. Inframark.
- B. Animal Care Services.

IV. PUBLIC HEARING

- A. To solicit input on behalf of Tortilleria & Carniceria Progreso, LLC. to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 2717 W Business 83 also being Lot 6 Blk 1, Westview Estates Subdivision, Weslaco, Hidalgo County, Texas.
- B. To solicit input on behalf of Alex Valdez to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2517 N Texas Blvd. also being Lot 5, Block 1, Tejas Development Subdivision, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.
- C. To solicit input in compliance with the Consolidated Plan for Community Planning and Development (CDBG) Urban County Program Fiscal Year 37 (FY2024) Needs Assessment Plan. Attachment.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine and the Governing Body has been furnished with background and support material 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 to accept BJA FY23 Edward Byrne Memorial Justice Grant (JAG) Program Local #15PBJA-23-GG-03799-JAGX for the amount of \$13,371.00 to purchase humane restraint devices that will enable its officers to restraint uncooperative subjects without inflicting pain or minimizing it and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- B. Approval to accept the FY24 Local Border Security Program Grant #3407207 for the amount of \$115,000 to pay for overtime for sworn officers, jailers, clerical assistants and finance who work to meet the goals and objectives set forth by this grant and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- C. Approval to ratify acceptance of the FY24 Rifle-Resistant Body Armor Grant #4740801 for the amount of \$46,223 to purchase and equip sworn officers with rifle-resistant body armor and authorize the Mayor to execute any related documents. (Staff by Police). Attachment.
- D. Approval to accept the FY23 Patrick Leahy Bulletproof Vest Partnership (BVP) program for the amount of \$21,835.00 to purchase bullet-proof vest with NO MATCH and NO RECURRING Costs and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment.
- E. Approval of six-month extension for the Final Plat for Rock Ridge – being 15.092 acres out of Farm Tract 631 & 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 500 ft west of Bus. 83 and Westgate on the south side of Bus. 83 and authorize the Mayor to execute any related documents.

(Staffed by Planning & Code Enforcement Department.) Attachment.

- F. Approval to authorize the use of the Court Technology Fund to pay for Incode Municipal Justice Annual Fees for the Court Case Management, Police (non-Incode Interface to Court), and the Third Party System Software Non SQL Maintenance not to exceed the amount of \$13,843.02 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.) Attachment.
- G. Approval to allow Honorably Retired Peace Officer Jose A Cano to purchase his service weapon, a Glock Gen 4 with engraving "WESLACO PD" Model 22, caliber .40 with serial # 61XN052 for an amount of \$255 as allowed under Texas Government Code Section 614.051 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)
- H. Approval to renew agreement with Quick Med Claims, LLC to continue to provide EMS billing and reimbursement services for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment.
- I. Approval of the annual subscription renewal to Rio Grande Valley Communications Group for radio communication services to all city departments from October 1, 2023 - September 30, 2024 in the amount of \$113,634.00 and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)
- J. Approval to renew agreement with Hidalgo County Community Service Agency to continue to provide emergency assistance to low-income households for water services in the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance Department) Attachment.
- K. Approval on the request from First Baptist Church for street closure from 3:30 pm to 8:30 pm on October 31, 2023 from Kansas Street between 6th and 7th Street for their Halloween Fall Festival and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.
- L. Approval on the request from WISD for street closure from 12:00 noon to 10:00 pm on Saturday, November 4, 2023 from the alley by the Eatery on 4th Street to Texas Street to the alley behind Dance Time on 4th Street for Dia de los Muertos Art Walk and Sidewalk Chalk Contest and request to waive any required fees associated with the event and authorize the Mayor to execute any related documents. (Staffed by City Manager.) Attachment.
- M. Approval to authorize staff to solicit Request for Qualifications regarding the City of Weslaco Alton Landfill Post-Closure Care Monitoring and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

VI. APPOINTMENTS

- A. Discussion and consideration on Resolution 2023-56 appointing two members to the

Board of Adjustments and Appeals-Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration to approve Resolution 2023-57 and the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for The Coves Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration after public hearing on behalf of Tortilleria & Carniceria Progreso, LLC. to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 2717 W Business 83 also being Lot 6 Blk 1, Westview Estates Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- C. Discussion and consideration after public hearing on behalf of Alex Valdez to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2517 N Texas Blvd. also being Lot 5, Block 1, Tejas Development Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- D. Discussion and consideration to approve the Final Plat for Pleasantview Terrace Subdivision being 27.498 acre out North 100 feet of the South 280 feet of South 15 acres of Farm Tract 20, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1100 ft North of Bus. 83 on the west side of Pleasantview Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Discussion and consideration on the purchase of a 2024 GMC Sierra 1500 2WD Regular Cab from Gunn Auto Group Buyboard contract #601-19 in the amount of \$42,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.) Attachment.
- F. Discussion and consideration to reschedule or cancel the regular meeting of November 7, 2023. Possible action. (Staffed by City Manager.)
- G. Discussion and consideration to approve the selection of a Graphic Designer from RFQ No. 2022-23-30 for Graphic Design Services for a logo refresh, and negotiate a contract with top ranked firm and authorize the Mayor to execute any related documents. Possible action. (Staffed by Jasmine Rico-Joens, Public Relations Officer.)

- H. Discussion and consideration to approve and award the Depository Services Contract to the most advantageous respondent from RFP 2022-23-24 Best and Final Offer 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.) Attachment.
- I. Discussion and consideration of contract award in the amount of \$2,784,636.00 to Rhyner Construction Services, Inc, the lowest and most advantageous bid (RFB #2022-23-22) for the proposed Cleckler-Heald RDF Construction Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.
- J. Discussion and consideration to purchase 26 Flap Gates of various sizes from Municipal Valve and Equipment Company in the amount of \$277,260.00 in accordance with bid awarded in November of 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment.
- K. Discussion and consideration to purchase 11 baseball backstops for various parks to Hurricane Fence Company Buyboard Contract #657-21 for an amount not to exceed \$39,389 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.) Attachment.
- L. Discussion and consideration to purchase a new CAT 416 Backhoe Loader with cab from Sourcewell vendor Holt Cat for an amount not to exceed \$130,514 for drain ditch division, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- M. Discussion and consideration to purchase a new Asphalt Reclaimer 720Xi from cooperative purchasing HGAC vendor Asphalt Zipper for an amount not to exceed \$291,310 to include the approval to trade in the current asphalt zipper for an amount of \$30,000, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- N. Discussion and consideration to authorize staff to solicit Request for Proposals (RFP) for financing of a Front Wheel Loader and Asphalt Zipper for public works and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- O. Discussion and consideration to award a purchase agreement for the purchase of Unleaded, Diesel and Bulk DEF Fuel with Pico Propane & Fuels and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- P. Discussion and consideration to purchase a new Kubota MX5400HSTC utility cab tractor with cutter from Sourcewell vendor Kubota Tractor Corporation (Eliff Motors) for an amount not to exceed \$45,707.59, and authorize the Mayor to execute any

related documents. Possible action. (Staffed by Public Works Department.) Attachment.

- Q. Discussion and consideration to purchase a new 2023 Chevrolet Silverado 3500HD 4WD Crew Cab from Buyboard 601-19 vendor Caldwell Country Chevrolet, for an amount not to exceed \$77,306 for water distribution division, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Personnel - Discussion regarding the administrative investigation of the complaint filed by a firefighter as authorized by section §551.074 of the Texas Government Code.
- C. Legal Consultation - Consultation with City Attorney relating to the lawsuit with CDM as authorized by Section §551.071 of the Texas Government Code.
- D. 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.
- E. Economic Development - Consultation with the City Attorney regarding financial

offer or other incentives for Project Blue Diamond as authorized by Section §551.087 of the Texas Local Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 13th day of October 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:

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: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6413	
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 as submitted by staff.			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Timothy Aguiar from Open Door 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: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7015	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Tortilleria & Carniceria Progreso, LLC. to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 2717 W Business 83 also being Lot 6 Blk 1, Westview Estates Subdivision, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off- Premise Permit. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on September 22, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 20, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of October 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval of the Conditional Use permit.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7016	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Alex Valdez to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2517 N Texas Blvd. also being Lot 5, Block 1, Tejas Development Subdivision, Weslaco Original Townsite, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on September 22, 2023.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 20, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of October 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends approval of the Conditional Use permit.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6936	
From:			
Subject: To solicit input in compliance with the Consolidated Plan for Community Planning and Development (CDBG) Urban County Program Fiscal Year 37 (FY2024) Needs Assessment Plan.			
Background: In compliance with the Consolidated Plan for community development block grant (CDBG), City of Weslaco is conducting a public hearing to solicit input from interested parties' needs under the Urban County Program Fiscal Year (37) FY2024. Primary goals are to enable the City to provide decent housing, to establish and maintain a suitable living environment, and to expand economic opportunities for every citizen, particularly for low to moderate income persons.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notices were posted on the following locations; 255 S Kansas and 525 S. Kansas avenue, on September 26, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve solicitation of public comments.			
Staff Recommendation: Staff recommends soliciting public comments.			
Attachments, if any: UCP CDBG 2024 Calendar, FY 2023 Interlocal Agreement with the County of Hidalgo under the Urban County Program			
Responsibilities upon Approval:			

Urban County Program

CDBG Year 37 (2024)

Calendar

September 1, 2023	Send out Memorandum to cities on New Year Calendar & schedule one-on-one training if necessary and/if requested.
October 2, 2023- October 31, 2023	<u>Cities and Precincts must hold a Needs Assessment Public Hearing</u> Emphasize public attendance and input. Keep attendance log and minutes for meeting. Provide public with information about past years funding/spending. Obtain input about public needs and provide answers to questions. If suggestions from the public are not included in plan, the city/precinct must explain why.
November 15, 2023	<u>Preliminary Work Plans due at the Urban County Program Office</u> <i>Cities must submit preliminary work plans or forfeit their funds.</i> Coordinator will schedule one-on-one meetings with city staff to review the work plans. Each activity should be well documented and must include photos, location map (identifying project location), flood zone map. Project cost estimates and estimated length of time to complete and estimated start date.
December 15, 2023	Preliminary Work Plans returned to City/Precinct with comments and/or revisions if needed, along with request for City Council approval.
February 15, 2024	<u>Final Work Plan due at UCP Offices.</u> Work plan submissions should include a copy of City Council approved resolution, minutes and sign in sheet.
February 16, 2024	<u>UCP Staff begins preparation of the 1-Yr. Action Plan</u> 1-Yr. Action Plan (drafted from the submitted Work Plans, to include narratives, maps, eligibility documents, etc.). Begins input into IDIS
February 21, 2024	Public Notice advertising the proposed 1-Yr. Action Plan- Post on Website. (30 Day Comment Period - March 4 2024 thru April 2, 2024) DRAFT 2022 AAP must be ready for posting
April 2, 2024	30 Day Comment Period ends.
April 10, 2024	UCP staff publishes public hearing notice for 1-Yr. Action plan. Public hearing will be held in Hidalgo County Commissioners' Court (HCCC). (Post copy of final AAP on Website).
April 16, 2024 * Thru May 7 or 14, 2024*	Public hearing held before HCCC requesting approval of 1-YR Action Plan. FOLLOWING WEEKS- APPROVAL OF WORKPLAN FOR SUBMISSION.
May 15, 2024*	UCP staff submits 1-Yr. Action Plan to HUD office in San Antonio, Texas
June 30, 2024	Audits are due in UCP Office (before 5:00 p.m.) from cities.

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 \$7,727,601.00 of Fiscal Year 2023 Community Development Block Grant (CDBG) Funds under Grant No. B-23-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 \$7,727,601.00 for Fiscal Year 2023 and that City's allotment has been set at \$294,597.00. The City agrees to cooperate with the county in the expenditure of these funds for the activities so described in Exhibit A of this Agreement and that Exhibit A is an integral part of this Agreement.

The City further agrees to inform the County on any changes in scope, funding or location of the activities listed on Exhibit A prior to executing any change. Any changes proposed by City must be approved by the County in reference to eligibility, program compliance and citizen

participation requirements.

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in **Fiscal Year 2023**. 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, 2024; 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, 2024 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-23-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 2023-2027 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 2023-2027 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this _____ Day of _____, 2023.

ATTEST:

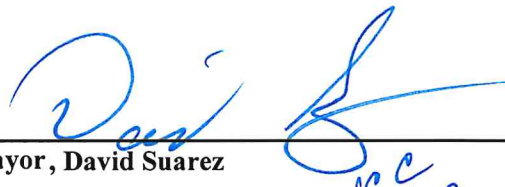
Arturo Guajardo, Jr.
County Clerk

Richard F. Cortez,
Hidalgo County Judge

ATTEST:



City Secretary, Norma A. Cantu



Mayor, David Suarez
wcc
9/5/23

APPROVED AS TO FORM
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Victor M. Garza, Asst. District Attorney

Date: _____

**The following Exhibits are incorporated into the
2023 Interlocal Agreement:**

Exhibit A	2023 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

2023 Proposed Activities

2023	WESLACO	\$294,597.00
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	WATER/SEWER IMPROVEMENTS Project consists of construction for upgrading existing clay sewer lines and extension of new sewer lines to include but not limited to adjacent/abutting streets. Other expenditures include professional engineering service fees, surveying geotechnical, material testing fees, advertising, and other related appurtenances etc. Location: Kansas Ave. to Bridge Ave. (on E. Pike Blvd.) Weslaco, Texas 78596 Census Data: 226 (1) National Objective: 75.54% LMA Goal Outcome Indicator: 695 Beneficiary Type: People	\$ 281,597.00
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) for residents of the City of Weslaco. Location: Casa de Amigos V: 334 E. 5 th St. Mercedes, TX 78570 National Objective: LMC Goal Outcome Indicator: 8 Beneficiary Type: People	\$5,000.00
05M Exempt 58.34 (a)(4)	HEALTH SERVICES – Nuestra Clinica Del Valle Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory and sub-specialty referral for residents of the City of Weslaco, TX. Location: 1500 W. 1 st St. Mercedes, TX 78570 National Objective: LMC Goal Outcome Indicator: 30 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

CITY OF WESLACO

Entity/Organization Name

David Suarez, MAYOR

Print or Type Name and Position/Title

9/5/23

Date

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Employee, Officer, or Agent Acknowledgment

CITY OF WESLACO

Entity/Organization Name

Jose P. Rodriguez, MAYOR PRO-TEM

Print or Type Name and Position/Title

9-5-23

Date

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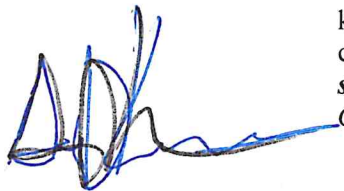
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Employee, Officer, or Agent Acknowledgment

CITY OF WESLACO

Entity/Organization Name

Greg Kerr, COMMISSIONER

Print or Type Name and Position/Title

Date

9/5/23

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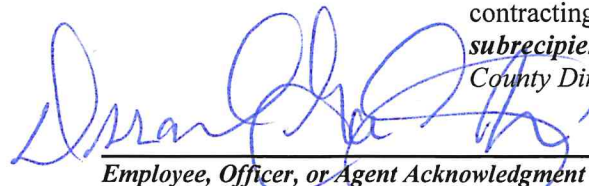
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Employee, Officer, or Agent Acknowledgment

CITY OF WESLACO

Entity/Organization Name

Israel Gonzalez, Jr. COMMISSIONER

Print or Type Name and Position/Title

9/5/23

Date

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Employee, Officer, or Agent Acknowledgment

CITY OF WESLACO

Entity/Organization Name

Josh Pedraza, COMMISSIONER

Print or Type Name and Position/Title

9/5/23

Date

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Employee, Officer, or Agent Acknowledgment

CITY OF WESLACO

Entity/Organization Name

Leticia Lopez, COMMISSIONER

Print or Type Name and Position/Title

9/15/23

Date

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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

CITY OF WESLACO

Entity/Organization Name

Letty Lopez, COMMISSIONER

Print or Type Name and Position/Title

5/5/23

Date

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.*

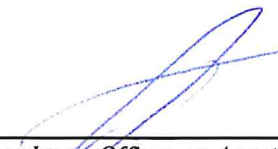
The *Urban County Program's , sub-grantee or subrecipient, officers, employees or agents* shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, or vendors or potential vendors. Depending on gravity, violation 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

CITY OF WESLACO

Entity/Organization Name

Adrian Farias, **COMMISSIONER**

Print or Type Name and Position/Title

9/5/23

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 apparent 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 507.206, 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: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6977	
From: ROBERT LOPEZ			
Subject: Approval to accept BJA FY23 Edward Byrne Memorial Justice Grant (JAG) Program Local #15PBJA-23-GG-03799-JAGX for the amount of \$13,371.00 to purchase humane restraint devices that will enable its officers to restrain uncooperative subjects without inflicting pain or minimizing it and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Weslaco Police Department will purchase humane remote restraint devices that will enable our officers to restrain an uncooperative subject without inflicting pain. The Department will purchase BolaWrap technology, this innovative, remote restraint, non-lethal technology deploys a Kevlar tether to safely restrain individuals from a distance, significantly mitigating the risk of injury to both officers and subjects during confrontations. Additionally, the Department will purchase VFIX Safety Leg Restraints, this device allows an officer to safely immobilize the detainees' legs and get them to a safe seated versus a prone position. This allows the detainee to resume their normal breathing capacity.			
Funding Source (budget code, if applicable): 16.738 Office of Justice Program Bureau of Justice Assistance			
Amount: \$13,371		Term of Impact: 12 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
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: Recommend Approval			
Attachments, if any: DOJ_Stakeholder_Award_Notification Grant #15PBJA-23-GG-03799-JAGX, \$13,371			
Responsibilities upon Approval:			



Department of Justice (DOJ)

Office of Justice Programs

Office of Communications

Washington, D.C. 20530

AWARD NOTIFICATION		Award Number: 15PBJA-23-GG-03799-JAGX
Name and Address of Recipient:		CITY OF WESLACO 255 S KANSAS AVE
City, State and Zip:		WESLACO, TX 78596
Recipient Point of Contact:		robert lopez
Email:		rlopez@weslacotx.gov
Phone:		956-968-8591
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation		
Federal Award Amount: \$13,371.00		Federal Award Date: 9/22/23
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance
Award Type:		Initial
Statutory Authority:		Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)
Opportunity Category:	Discretionary	Assistance Listing Number: 16.738

Project Period Start Date: 10/1/22

Project Period End Date: 9/30/24

Project Description:

The Weslaco Police Department will purchase humane remote restraint devices that will enable its officers to restrain an uncooperative subject without inflicting pain. The Department will purchase BolaWrap technology, this innovative, remote restraint, non-lethal technology deploys a Kevlar tether to safely restrain individuals from a distance, significantly mitigating the risk of injury to both officers and subjects during confrontations. Additionally, the Department will purchase VFIX Safety Leg Restraints, this device allows an officer to safely immobilize the detainees' legs and get them to a safe seated versus a prone position. This allows the detainee to resume their normal breathing capacity.

For more information about this award, please contact the OJP Office of Communications at 202-307-0703 or OJP.OCOM@ojp.usdoj.gov.



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6978	
From: ROBERT LOPEZ			
Subject: Approval to accept the FY24 Local Border Security Program Grant #3407207 for the amount of \$115,000 to pay for overtime for sworn officers, jailers, clerical assistants and finance who work to meet the goals and objectives set forth by this grant and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols to facilitate directed actions to deter and interdict criminal activity.			
Funding Source (budget code, if applicable): Fy24 Local Border Security Program			
Amount: \$115,000		Term of Impact: 12	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ		Created/Initiated	
ROBERT LOPEZ		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Statement of Grant Award LBSP #3407207			
Responsibilities upon Approval:			

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	3407207	Award Amount:	\$115,000.00
Date Awarded:	9/26/2023	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2023 - 08/31/2024	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2024	Grantee GPI:	\$0.00
Program Fund:	BL-Local Border Security Program (LBSP)	Total Project Cost:	\$115,000.00
Grantee Name:	Weslaco, City of		
Project Title:	Local Border Security Program		
Grant Manager:	Lynne Crow		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2024-BL-ST-0016
Total Federal Award/State Funds Appropriated:	\$5,100,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	Grants for local law enforcement agencies to support Operation Border Star. The grant funds may also support the humane processing of remains of undocumented migrants, when specifically awarded for that purpose.



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7008	
From: ROBERT LOPEZ			
Subject: Approval to ratify acceptance of the FY24 Rifle-Resistant Body Armor Grant #4740801 for the amount of \$46,223 to purchase and equip sworn officers with rifle-resistant body armor and authorize the Mayor to execute any related documents. (Staff by Police).			
Background: The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.			
Funding Source (budget code, if applicable): FY24 Rifle-Resistant Body Armor Gran			
Amount: \$46,223	Term of Impact: 12	Identified in Current Budget: No	
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	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Statement of Grant Award Grant #4740801			
Responsibilities upon Approval:			

Statement of Grant Award (SOGA)

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

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

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

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

Grant Number:	4740801	Award Amount:	\$46,223.00
Date Awarded:	9/26/2023	Grantee Cash Match:	\$0.00
Grant Period:	09/01/2023 - 08/31/2024	Grantee In Kind Match:	\$0.00
Liquidation Date:	11/29/2024	Grantee GPI:	\$0.00
Program Fund:	BG-Rifle-Resistant Body Armor Grant Program (BAGP)	Total Project Cost:	\$46,223.00
Grantee Name:	Weslaco, City of		
Project Title:	Rifle-Resistant Body Armor Grant		
Grant Manager:	Nicole Caston		
Unique Entity Identifier (UEI):	GJMZDZZAN4J3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds
Federal/State Award ID Number:	2024-BG-ST-0025
Total Federal Award/State Funds Appropriated:	\$10,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Criminal Justice Division (CJD)
Is the Award R&D:	No
Federal/State Award Description:	To equip law enforcement officers at risk of shootings with rifle-resistant body armor.



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7026	
From: ROBERT LOPEZ			
Subject: Approval to accept the FY23 Patrick Leahy Bulletproof Vest Partnership (BVP) program for the amount of \$21,835.00 to purchase bullet-proof vest with NO MATCH and NO RECURRING Costs and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Patrick Leahy Bulletproof Vest Partnership (BVP) reimburses states, units of local government, and federally recognized Indian tribes, for up to 50 percent of the cost of body armor vests purchased for law enforcement officers.			
Funding Source (budget code, if applicable):			
Amount: \$21,835		Term of Impact: 24 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ROBERT LOPEZ		Created/Initiated	
ROBERT LOPEZ		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: BVP Award Notice			
Responsibilities upon Approval:			

BJA Patrick Leahy Bulletproof Vest Partnership (BVP) – FY 2023 Award Announcement

Bureau of Justice Assistance <BJA@public.govdelivery.com>

Fri 9/29/2023 4:14 PM

To: Robert Lopez <rlopez@weslacotx.gov>

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

[View as a webpage / Share](#)

Dear BVP applicant,

The Bureau of Justice Assistance (BJA) is pleased to inform you that your jurisdiction will receive an award under the Fiscal Year (FY) 2023 Patrick Leahy Bulletproof Vest Partnership (BVP) program. These funds have been posted to your account in the [BVP System](#). A complete list of FY 2023 BVP awards is now available at the following link: <https://bja.ojp.gov/funding/fy23-bvp-awards.pdf>.

Important: Jurisdictions must be registered and include updated banking information in the System for Award Management (SAM) (<https://www.sam.gov/SAM/>) to receive reimbursement. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit: <https://sam.gov/content/help>. The SAM Helpdesk can be reached at 866-606-8220.

The FY 2023 award may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered after April 1, 2023. The deadline to request payments from the FY 2023 award is August 31, 2025, or until all available funds have been requested. Awards will not be extended past that date, and any unused funds will be forfeited.

As a reminder, body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program](#) and found to comply with the most current NIJ body armor standards, appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered, be uniquely fitted, and be made in the United States. In addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application.

In addition, the federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent. However, jurisdictions may request a financial or natural disaster hardship waiver during the payment request process and receive up to 100 percent of the cost of each body armor vest submitted for reimbursement. Additional information regarding match waivers can be found in the [BVP FAQs](#), and detailed instructions on the process for requesting a waiver and the documentation required can be found in the [Submitting Payment Requests in BVP User Guide](#).

Please contact the BVP Helpdesk at 1-877-758-3787 or email vests@usdoj.gov if you have any questions regarding the above information. Please also visit the [BVP website](#) for additional information regarding the BVP Program.

In addition, please visit BJA's Officer Robert Wilson III Preventing Violence Against Law Enforcement Officers and Ensuring Officer Resilience and Survivability (VALOR) Initiative website to obtain other information regarding officer safety: [VALOR Officer Safety and Wellness Initiative | Overview | Bureau of Justice Assistance \(ojp.gov\)](#). The VALOR Initiative is a comprehensive set of programs that deliver no-cost officer safety, wellness, resilience training, resources, and technical assistance to law enforcement throughout the country. VALOR brings together the latest research and practices to address current and emerging officer safety and wellness issues/threats. Please see the VALOR Initiative Overview-Booklet for a detailed synopsis of this important initiative: [BJA VALOR INITIATIVE \(ojp.gov\)](#).

Sincerely, BVP Program Support Team

Bureau of Justice Assistance



BJA offers many resources, training and technical assistance, and policy development services to support local, state, and tribal governments in achieving safer communities.



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If you no longer want to receive email notifications from NewsFromBJA, you can unsubscribe [here](#).

This email was sent to rlopez@weslacotx.gov using GovDelivery Communications Cloud on behalf of Department of Justice · Washington, DC





Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7017	
From: REBEKAH DE LA FUENTE			
Subject: Approval of six-month extension for the Final Plat for Rock Ridge – being 15.092 acres out of Farm Tract 631 & 633, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 500 ft west of Bus. 83 and Westgate on the south side of Bus. 83 and authorize the Mayor to execute any related documents. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed two (2) lot subdivision is inside the City of Weslaco. Six-month extension of Final Plat approval is set to expire on October 5, 2023. This is the 1 st extension. Project is about 60% completed. Pending compactions for water, sewer line, pressure test on water and sewer line as well as connection of the west side water line, Bac-T samples and roadway which is private. Engineering has provided an email.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the six-month extension request at their regular meeting of October 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the six-month extension.			
Attachments, if any: Rock Ridge Estates- Memo, Rock Ridge Estates -letter, Rock Ridge Estates-email, Rock Ridge Estates- Aerial			
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: Rock Ridge Estates- Six-Month Extension

DATE: October 10, 2023

The proposed subdivision was previously approved by the City Commission the Final Plat approval is set to expire on October 5, 2023. This is the first 6-month extension request. City staff has reviewed and approved the construction plans and pre-construction meeting was held and a Notice to Proceed was issued. Project is about 60% completed. Pending compactions for water, sewer line, pressure test on water and sewer line as well as connection of the west side water line, Bac-T samples and roadway which is private. . Engineering has provided an email.

Thank you,

Rebekah de la Fuente, CFM

Moore Land Surveying, LLC

14216 Palis Drive
La Feria, TX 78559

(956)245-0988
(956)245-4651

TBPLS Firm No. 10194186
TBPE Firm No. 19190

Ms. Rebekah de la Fuente, CFM
City of Weslaco Planning Director
255 S. Kansas Ave.
Weslaco, TX 78596

September 28, 2023

RE: ROCK RIDGE ESTATES – APPROVAL EXTENSION

Ms. de la Fuente:

I, Dustin Moore, PE, on behalf of our client, Brandon Buxbaum, the owner of Rock Ridge Estates request the City of Weslaco consider a request to extend the approval of Rock Ridge Estates another 6 months. The sewer line and services have al been completed and tested, and waterline has been completed and services installed, and all drainage improvements have been made as well. The only outstanding items are to connect to the watermain and test the waterline, of which completion is expected in the next 30 days.

Should you have any questions, please feel free to contact myself at 956-245-4651 or d.moorelandsurveying@gmail.com.

Respectfully,



Dustin Moore, PE, CFM
Moore Land Surveying, LLC

From: [Joe Mondragon](#)
To: [Flor Acuna](#)
Cc: [Alberto J. Aldana](#); [Rebekah M. De La Fuente](#); [Alberto J. Aldana](#)
Subject: Rock Ridge Estates Extension
Date: Thursday, September 28, 2023 4:55:26 PM
Attachments: [image001.png](#)

Good Afternoon,

This email is over the project of Rock Ridge Estates Extension, they have about 60% done in the project. They still have about 40% unfinished, they need compactions for water and sewer line, pressure test on water and sewer line as well as the connection on the west side water line, Bact samples and they still need the roadway which is private. If you have any questions or concerns please feel free to contact me.

_Thank you,

Joe Mondragon

Construction Inspector

Engineering Department

"CITY ON THE GROW"



City of Weslaco



255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 973-4002 Ext. 6675

Cell: (956) 532-8798

Fax: (956) 973-3128

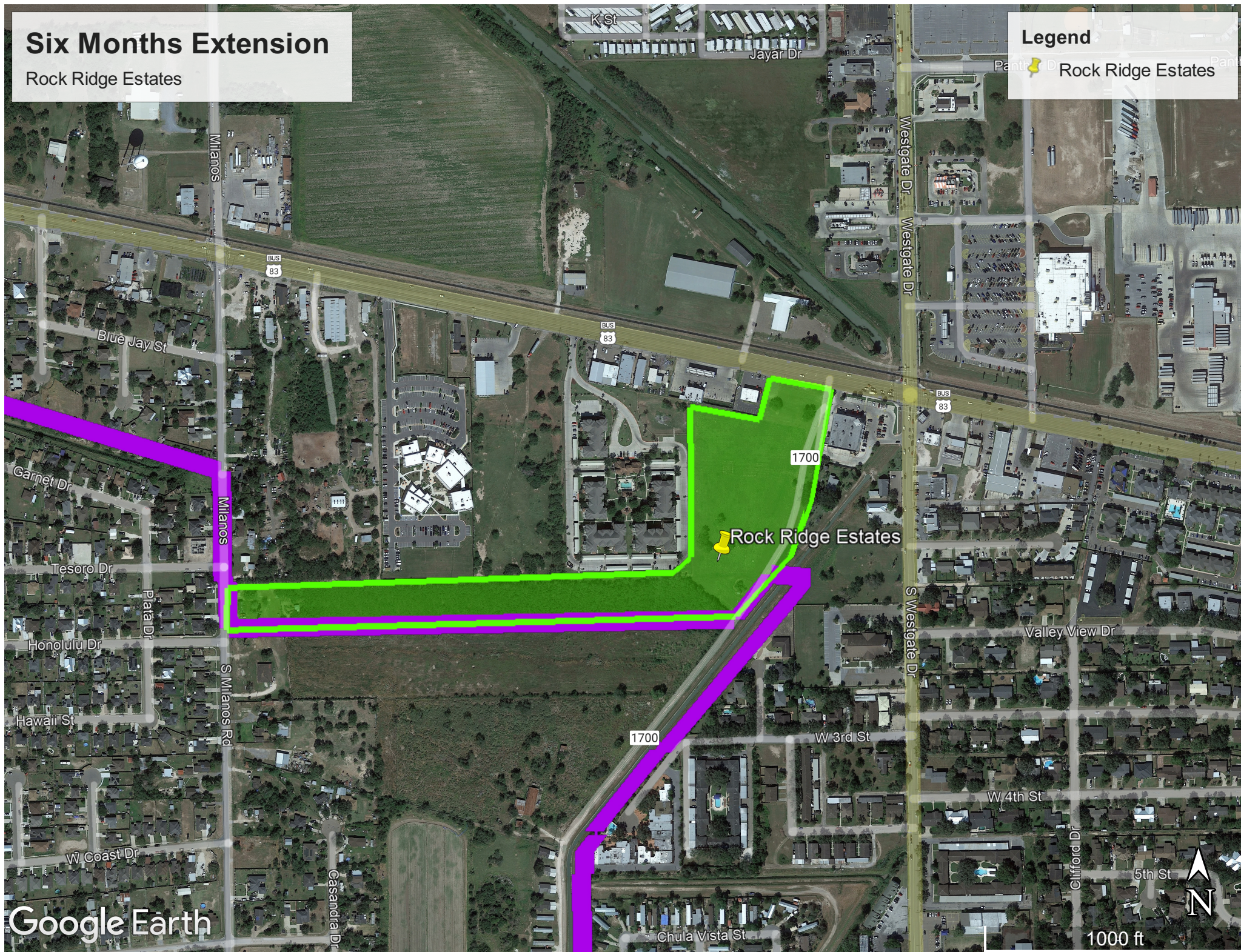
jmondragon@weslacotx.gov

Six Months Extension

Rock Ridge Estates

Legend

Rock Ridge Estates





Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7028	
From: ROSA Badillo			
Subject: Approval to authorize the use of the Court Technology Fund to pay for Incode Municipal Justice Annual Fees for the Court Case Management, Police (non-Incode Interface to Court), and the Third Party System Software Non SQL Maintenance not to exceed the amount of \$13,843.02 and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)			
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):			
ROSA Badillo ROSA Badillo Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: City Hall Memo1, Tyler Technologies October 2023 Invoice			
Responsibilities upon Approval: The Court will proceed with the Purchase Order to pay Incode for their services.			

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

INTERDEPARTMENTAL MEMO WESLACO MUNICIPAL COURT

DATE: October 4, 2023
TO: Mayor & City Commissioners
FROM: Rosa Badillo, Court Administrator
SUBJECT: Court Technology Fund

Municipal Court pays for the yearly maintenance fees for the Incode Software Program that is used. The funds that are utilized to pay for the service comes from our Court Technology Fund. It's at no cost to the city.

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

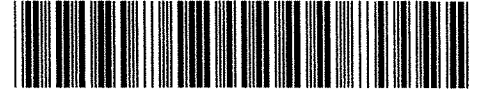


Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-435333	09/01/2023	1 of 1

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



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

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

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
45019 - 10704 - 10704	185314		USD	NET30	10/01/2023

Date	Description	Units	Rate	Extended Price
Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024				
	Municipal Justice Annual Fees	1		\$13,769.97
	Court Case Management			
	Police (non-INCODE Interface to Court			
	Third Party System Software	1		\$73.05
	System Software Non SQL Maintenance			

****ATTENTION****

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

Subtotal	13,843.02
Sales Tax	\$0.00
Invoice Total	13,843.02



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7029	
From: JOEL RIVERA			
Subject: Approval to allow Honorably Retired Peace Officer Jose A Cano to purchase his service weapon, a Glock Gen 4 with engraving "WESLACO PD" Model 22, caliber .40 with serial # 61XN052 for an amount of \$255 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):			
ROXANNE SAAVEDRA ROBERT LOPEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Weslaco Police Department recommends approval			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7034	
From:			
Subject: Approval to renew agreement with Quick Med Claims, LLC to continue to provide EMS billing and reimbursement services for the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: No changes to existing contract and exercising the 1-year renewal option to expire Oct 1, 2024.			
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):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 2021-10_ Quick Med Claims, LLC Amended re services for EMS billing and collection services Oct 1, 2021 - Oct 1, 2023 auto 1 yr r			
Responsibilities upon Approval:			



BILLING AND REIMBURSEMENT SERVICES AGREEMENT

by and between

QUICK MED CLAIMS, LLC

and

CITY OF WESLACO

October 1, 2021

TABLE OF CONTENTS

RECITALS

1. TERM	3
2. TERMINATION	3
3. PROVIDER RESPONSIBILITIES	5
4. QMC SERVICES	6
5. COMPENSATION	8
6. EXCLUSIVITY	9
7. RATES	9
8. INDEMNIFICATION	9
9. LIMITATION OF LIABILITY	9
10. INSURANCE	10
11. INDEPENDENT CONTRACTOR STATUS	10
12. WORKERS COMPENSATION	11
13. QMC PERSONNEL	11
14. REGULATORY COMPLIANCE	11
15. GOVERNING LAW	12
16. ASSIGNMENT	12
17. NOTICES	12
18. SEVERABILITY	12
19. WAIVER OF BREACH	12
20. FORCE MAJEURE	13
21. RECORDS	13
22. CONFIDENTIALITY	13
23. ENTIRE AGREEMENT	14
24. AUDIT AND FINANCIAL PROCEDURES	14
ATTACHMENT A: SERVICES AND FEES	16
ATTACHMENT B: QMC SERVICE DETAILS	19
ATTACHMENT C: REPORTS	21
ATTACHMENT D: BUSINESS ASSOCIATE AGREEMENT	23

AGREEMENT

THIS SERVICE AGREEMENT (hereinafter "Agreement") by and between **CITY OF WESLACO**, a Texas governmental agency (hereinafter referred to as "**Provider**"), located at 255 S. Kansas Avenue, Weslaco, TX 78596-5001 and **QUICK MED CLAIMS, LLC**, a Delaware corporation (hereinafter referred to as "**QMC**"), located at 1400 Lebanon Church Road, Pittsburgh, PA 15236, is entered into with an effective date of the 1st day of October, 2021 (the "Effective Date").

RECITALS.

WHEREAS, Provider operates a medical transportation service; and

WHEREAS, Provider seeks reimbursement for the medical transportation services that it provides; and

WHEREAS, QMC provides billing and reimbursement services for medical transportation organizations in a manner that is compliant with all applicable and material rules and regulations; and

WHEREAS, QMC is willing to provide medical transportation billing and reimbursement services to **Provider** on the terms and conditions set forth herein; and

WHEREAS, Provider desires to engage **QMC** exclusively to provide billing and reimbursement services for the medical transportation services that it provides;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties agree as follows:

1. TERM.

This Agreement shall commence on the date first written above and continue for two (2) year (the "Initial Term") unless otherwise terminated in accordance with Section 2 of this Agreement. The Agreement shall automatically renew for successive one (1) year term (each "Renewal Term") unless otherwise terminated by either party by providing written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current term.

2. TERMINATION.

a. Cause.

- i. If either **QMC** or **Provider** fails to observe, keep or perform any provision of this Agreement, the other party may give written notice to the non-performing party. If the non-performing party fails to cure the breach

within thirty (30) days of such notice, this Agreement may be unilaterally terminated immediately by the non-breaching party, provided, however, if the corrective action cannot be completed within the thirty (30) day cure period despite the good faith, commercially reasonable efforts of the non-performing party, then the thirty (30) day cure period will be extended by another thirty (30) days if the non-performing party diligently pursues the corrective action throughout the cure period.

ii. Either party may terminate this Agreement immediately in writing for any of the following:

1. The other party is excluded from participation in the Medicare, Medicaid, or other government health care program; or
2. The other party ceases to exist, for any reason; or
3. The other party files a voluntary petition in bankruptcy, becomes insolvent, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under the federal Bankruptcy Code or any similar federal or state statute, law or regulation, or in the event of the appointment of a trustee, receiver, or liquidator for the other party or any substantial part of its assets or properties (whether or not the other party consents to or acquiesces to such appointment).

iii. **QMC** may terminate this Agreement upon thirty (30) days' notice if **Provider** fails to provide information necessary for **QMC** to timely submit and process claims or if **Provider** fails to cooperate in the appeals process.

b. Without Cause.

Either party may terminate this Agreement upon one hundred twenty (120) days written notice to the other party.

c. Transition Period.

If this Agreement is terminated for any reason, the parties agree to a Transition Period that shall commence on the termination date and end ninety (90) days thereafter. During the Transition Period, **Provider** agrees not to forward any claims with dates of service after the termination date to **QMC** for processing. **QMC** agrees to continue to provide billing and reimbursement services for dates of service prior to the termination date as described herein for the entire Transition Period. At the end of the Transition Period, **QMC** shall present to

Provider a final set of reports, including an invoice for services that details the work done during the Transition Period. **Provider** shall pay all fees due to **QMC** within thirty (30) days of receiving a complete and correct invoice.

3. **PROVIDER RESPONSIBILITIES.**

a. **Information Transfer.**

Subject to the terms of Section 21 hereof, **Provider** agrees to provide **QMC** with all information necessary to support the billing and reimbursement process in a complete and timely fashion. The necessary information includes but is not limited to complete and legible patient demographic information, dispatch information, insurance information, medical records, patient clinical records including patient care reports, essential patient and crew signatures and related forms. All information transmitted by **Provider** to **QMC** shall comply with all applicable laws, rules, regulations and policies in all material respects and **Provider** shall monitor all billing regulations and requirements mandated by governmental or third-party payors and will submit their billing information in accordance with the same. **Provider** shall use its best efforts to ensure that all information provided to **QMC** is accurate and complete. **QMC** will only use the information given to **QMC** by **Provider** to bill for medical services provided by **Provider**. **Provider** understands and agrees that it is its responsibility to complete billing information accurately so that it reflects work actually performed and matches all medical records. **QMC** will not alter the billing information or medical records but shall inform **Provider** if **QMC** is made aware of any such billing information inaccuracies. **Provider** will retain all medical records and forward a copy to **QMC** upon request if needed for billing purposes.

b. **Access to Information.**

Subject to the terms of Section 21 hereof and to reasonable security procedures required by **Provider**, **Provider** agrees to grant reasonable access for designated **QMC** personnel to any and all systems, applications, tools and information that is required by **QMC** for the billing and reimbursement process.

c. **Designation of QMC as Authorized Agent.**

Provider hereby appoints and designates **QMC** as its authorized agent/attorney in fact as provided herein. This appointment is a power coupled with an interest and authorizes **QMC** to institute claims, in the name of **Provider** for the limited purpose of processing claims for reimbursement; provided however that **QMC** shall not turn a claim over to a secondary collector, or institute a legal action, or write off a claim to charity, without first obtaining **Provider's** prior written consent.

d. Practices.

Provider agrees to provide all prescribed Notice of Privacy Practices to patients and/or designated representatives in accordance with applicable rules and regulations.

e. Outside Consultants.

Unless otherwise provided for in Attachment E attached hereto, any outside consultants, including but not limited to, accounting firms, audit firms or legal counsel engaged by **Provider** shall be the financial responsibility of **Provider**.

f. Designated Representative.

Provider shall designate a specific representative to serve as a liaison to **QMC** personnel.

4. QMC SERVICES.

a. Demographic Information Verification.

QMC shall verify and augment through accessible sources all demographic information supplied by the **Provider** and necessary to support the billing and reimbursement process.

b. Insurance Information Verification.

QMC shall verify and augment through accessible sources all insurance information supplied by the **Provider** and necessary to support the billing and reimbursement process.

c. Claims Processing.

QMC shall submit all claims for payment for services rendered by the **Provider**, to the appropriate party, including third party payors, third party administrators, estates and patients as appropriate to obtain allowable reimbursement in accordance with service levels outlined in Attachment B. **QMC** shall cooperate and work with governmental agencies and insurance carriers with the objective of obtaining prompt and sufficient payment of billings and claims. **QMC** shall convey intermediary/carrier directives and updates that it receives to **Provider**, including intermediary/carrier correspondence and any audit requests or notifications of overpayment directed to **Provider**.

d. Accounts Receivable Management.

QMC shall provide follow up and accounts receivable management services for claims arising out of services rendered by **Provider** in a timely fashion. QMC shall exercise due care, prudence and judgment in the management of **Provider's** accounts receivable. QMC shall, with the cooperation of **Provider**, take appropriate measures for the prompt collections of all billings and claims; however, **Provider** shall determine when write-offs shall occur. QMC will follow a payor specific set of protocols for account follow up.

e. Reimbursement Posting.

QMC shall post all reimbursement received on behalf of the **Provider** to the appropriate accounts and make such information available to **Provider** for review in accordance with service levels outlined in Attachment B. QMC will work closely with **Provider** representatives to identify all missing reimbursements and may post reimbursements to a miscellaneous account in the event the documentation is not received from **Provider** within thirty (30) days of confirmation by the payor.

f. Appeals.

In the event of an improper denial or underpayment, QMC shall initiate the appropriate appeal process directed to obtaining the appropriate payment. QMC will complete all reviews, appeals and related processes to respond to third party payor denials. Such efforts will be completed in accordance with payor specific protocols. **Provider** agrees to cooperate with QMC in the appeals process and shall timely respond to requests for and supply all necessary support to carry out the process.

g. Fixed Reporting.

QMC will provide a fixed set of reports to **Provider** on a periodic basis. The content and frequency of the reports will be mutually agreed upon by the parties but shall be at least monthly and include the reports described on Attachment C to this Agreement. If required, upon **Provider's** request, QMC may develop custom reports for **Provider**, for which the cost, content and timeliness will be mutually agreed upon by the parties.

h. Other Services.

At **Provider's** request, **QMC** shall provide the services described in this Section 4 with respect to accounts identified by **Provider** that have a date of service prior to the effective date of this Agreement.

i. Provider Policies

In providing services, **QMC** shall follow **Provider's** written policies, copies of which shall be provided to **QMC** prior to execution of this Agreement.

j. Correspondence

QMC shall not send correspondence to patients, third-party payors or other third parties relating to **Provider's** claims except using template letters approved in advance by **Provider**. **QMC** may rely on **Provider's** approval of a template for use thereafter by **QMC** until such time as **Provider** requests a change to the template. Correspondence from **QMC** under this Agreement shall not be sent on **Provider's** letterhead.

k. Credit Card Merchant Account

QMC will establish a credit card merchant account and related capabilities to permit **Provider's** patients to pay via any major credit card and allow associated funds to be deposited directly into **Provider's** designated bank account, net of associated credit card processing fees.

5. COMPENSATION.

a. Service Fees.

In recognition of the services provided as described herein, **Provider** shall pay **QMC** in accordance with the rates set forth in Attachment A.

b. Payment Terms.

Provider shall pay **QMC** within thirty (30) days of receiving a complete and correct invoice for services. **QMC** shall issue invoices to **Provider** on a monthly basis. If any invoices remain outstanding for forty-five (45) days or more, **QMC** may charge interest on the unpaid balance at the rate of 1 ½ % of any outstanding balance, per month which rate shall remain in effect until paid in full. In addition, **QMC** may at its option suspend services hereunder upon 30 day's prior written notice if any invoices remain outstanding for 45 days or more or may terminate this Agreement in accordance with Section 2(a) above.

6. **EXCLUSIVITY.**

Provider agrees to rely exclusively on **QMC** to provide all billing and reimbursement services for the medical transportation services rendered by **Provider** under this Agreement during the term of this Agreement.

7. **RATES.**

Provider shall set rate schedules for its services as desired and **QMC** will diligently seek reimbursement for such services as provided for herein.

8. **INDEMNIFICATION.**

a. **By Provider.**

The **Provider** shall protect, defend, indemnify, and hold harmless **QMC**, its agents, officers, directors and employees from and against any and all costs, claims, demands, causes of action, suits, damages, liabilities, and expenses, including reasonable attorneys' fees, (collectively referred to as "Claims") that arise out of performance or non-performance of **Provider** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **Provider**, its agents, employees, subcontractors, except for any alleged negligence or condition caused or created, in whole or in part, by **QMC**.

b. **By QMC.**

QMC shall protect, defend, indemnify, and hold harmless **Provider**, its owners, agents, officers, directors and employees from and against any and all Claims that arise out of performance or non-performance of **QMC** in the course of performing the duties encompassed by this Agreement, whether arising from the negligent or willful acts or omissions of **QMC**, its agents, employees, subcontractors or otherwise.

9. **LIMITATION OF LIABILITY**

QMC's sole obligation is to provide the services set forth in this Agreement based on the information and documentation provided by the **Provider** or its representatives, employees, directors, officers, agents or attorneys in accordance with the terms and conditions of this Agreement, and **QMC** shall have no responsibility or liability for the accuracy or completeness of any such information provided by the **Provider** or its officers, directors, employees, representatives, agents or attorneys. **Provider** further acknowledges that **QMC** shall not be responsible for verifying the accuracy or completeness of any information or documentation provided by the **Provider** or its

officers, directors, employees, representatives, agents or attorneys. Notwithstanding anything to the contrary contained in this agreement, the liability of **QMC** under this agreement (whether by reason of breach of contract, tort, indemnification or otherwise) shall not exceed an amount equal to the total fees theretofore paid by **Provider** to **QMC** with respect to the services giving rise to such liability. In no event shall **QMC** be liable for any indirect, special, consequential, incidental, exemplary or punitive damages (including without limitation damages for loss of revenue, loss of data, loss of profits or loss of goodwill) regardless of whether **QMC** has been informed of the possibility of such damages.

10. INSURANCE.

a. By Provider.

Provider shall maintain general liability insurance and professional liability insurance in accordance with usual and customary industry practice. **Provider** shall provide proof of insurance to **QMC** on **QMC's** request. **Provider** shall make **QMC** an "Additional Insured" under **Provider's** professional and general liability policies of insurance, including coverage for ongoing operations and products completed operations. **Provider's** policies of insurance shall include language requiring Additional Insured coverage to **QMC** for any claim "arising out of" **Provider's** work. **Provider's** policy of insurance shall entitle **QMC** to coverage in the full amount of the policy limits. **Provider's** Additional Insured coverage shall be primary and non-contributory, and **QMC's** insurance is secondary and excess coverage. **Provider** shall name **QMC** as an additional insured for every policy year it performs work for **QMC** and for two years after completion of any services to **QMC**. **Provider** shall deliver a copy of its insurance policy and endorsement to **QMC**.

b. By QMC

QMC shall maintain general liability insurance in accordance with usual and customary industry practice. **QMC** shall provide proof of insurance to **Provider** on **Provider's** request.

11. INDEPENDENT CONTRACTOR STATUS.

In the performance of all services hereunder, **QMC** is an independent contractor. All personnel assigned by **QMC** to perform services hereunder shall be considered employees of **QMC**, not employees of the **Provider**. All employees, methods, equipment, and facilities used or employed by **QMC** will at all times be under **QMC's** operational supervision.

12. **WORKERS COMPENSATION.**

a. **Provider.**

Provider agrees to provide worker's compensation insurance for **Provider's** employees as required by law at all times when they are assigned to duty related to this Agreement and to ensure that any **non-Provider, non-QMC** personnel assigned duty related to this Agreement by **Provider** shall have such insurance.

b. **QMC.**

QMC agrees to provide worker's compensation insurance for **QMC** employees as required by law at all times when they are assigned to duty related to this Agreement and to ensure that any **non-QMC, non-Provider** personnel assigned duty related to this Agreement by **QMC** shall have such insurance.

13. **QMC PERSONNEL.**

Billing Directors, Account Managers, Billing Specialists, Cash Posters and other **QMC** personnel shall be deemed employees of **QMC** and carried on its payroll, and **QMC** shall retain the right in its sole and absolute discretion, to make all **QMC** personnel decisions and assign personnel to perform the services described in this Agreement. Said personnel will abide by all **QMC** personnel policies as well as **Provider** rules and policies as they relate to services delivered pursuant to this Agreement, provided that **Provider** rules do not conflict with **QMC** personnel policies or **QMC** general operating rules. **QMC** personnel shall be qualified to furnish the services they provide and have appropriate experience, training and expertise.

Provider agrees that it will not recruit, hire or otherwise engage any **QMC** employees, **QMC** associates or employees under subcontract with **QMC** during the term of this Agreement and for a period of one (1) year thereafter, without written consent of **QMC**. **Provider** hereby acknowledges that **QMC** has made a significant investment in its employees and engagement of said employees would result in economic damage to **QMC**.

14. **REGULATORY COMPLIANCE.**

Provider represents and warrants that at all times during the Term of this Agreement, it shall comply with all applicable laws, regulations and requirements of federal, state and local governmental authorities pertaining to billing and reimbursement for medical transportation services. **Provider** represents and warrants that all personnel in the performance of its obligations hereunder are and will continue to be properly licensed and certified, if applicable, in accordance with all applicable federal, state and local rules, regulations and conventions.

15. GOVERNING LAW.

This Agreement and the rights of the parties hereunder, shall be determined in accordance with the laws of the State of Texas. Venue shall lie exclusively in Hidalgo County.

16. ASSIGNMENT

QMC, without the consent of the other party, may assign this Agreement to an affiliated company or subsidiary owned or controlled by **QMC** or a successor in interest to substantially all of the business operations of **QMC** to which the subject matter of this Agreement relates. All representations, warranties, covenants, terms, and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and assigns of the parties hereto.

17. NOTICES.

All notices under this Agreement shall be in writing and shall be deemed to have been given on the date personally delivered as evidenced by an executed receipt, or on the date mailed, as evidence by a postmark, by certified or registered mail, and addressed to the respective parties as listed below:

If sent to Provider:

David Suarez
Mayor
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596-5001

If sent to QMC:

Scott L. Powell
Chief Executive Officer
Quick Med Claims, LLC
1400 Lebanon Church Rd.
Pittsburgh, PA 15236

18. SEVERABILITY.

In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

19. WAIVER OF BREACH.

The waiver by either party of a breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision thereof.

20. FORCE MAJEURE.

Neither **QMC** nor **Provider** shall be considered to be in default of this Agreement if delays in, or failure of performance shall be due to events of force majeure the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “force majeure” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the non-performing party. It includes, but is not limited to, vandalism, sabotage, war, strikes, work slowdowns, fire, flood, earthquake or other “acts of God” or natural or meteorological causes which prevent the parties from performing their responsibilities hereunder. If either party is unable to perform its obligations under this Agreement as a result of an event of force majeure, the non-performing party shall promptly notify the other party in writing of the beginning and estimated duration of any anticipated period of delay and thereafter neither party shall be obligated to perform their respective obligations under this Agreement that are affected by the force majeure conditions (and the associated payment obligations) during the period of force majeure. If any period of force majeure continues for thirty (30) days or more, either **Provider** or **QMC** may terminate the Agreement upon written notice to the other in accordance with Section 2.

21. RECORDS.

Pursuant to United States Code, Title 42, Section 1395 et. seq. (Omnibus Budget Reconciliation Act of 1980), **QMC** agrees to make available to the Secretary of Health and Human Services (“HHS”) and the Comptroller General of the Government Accounting Office (“GAO”), or their authorized representatives, all contracts, books, documents, and records relating to the nature and extent of the costs hereunder for a period of four (4) years after the furnishing of services hereunder. In addition, **QMC** hereby agrees, if services are to be provided by subcontract with a related organization, to require by contract that such subcontractor make available to HHS and GAO, or their authorized representatives, all contracts, books, documents and records, related to the nature and extent of the cost thereunder for a period of four (4) years after the furnishing of services thereunder.

22. CONFIDENTIALITY

a. General Provision.

Provider and **QMC** agree that all patient medical records shall be considered as and treated as confidential so as to comply with all federal, state and local laws and regulations regarding confidentiality of patient records. **Provider** agrees to sign **QMC**’s standard business associate agreement attached hereto as Attachment D on or before the effective date of this Agreement. In addition, during the course of performance pursuant to this Agreement, either party may have access

to certain other confidential and proprietary information owned by the other, which may be disclosed orally, in writing, or by observation to either party or its employees while performing pursuant to this Agreement. All such information developed by or disclosed by the other party shall be held in strict confidence and shall not be used by either party for any purpose other than to perform its obligations under this Agreement, for or by any third party, without prior written approval by the other party.

b. Terms of the Agreement.

QMC and **Provider** agree that this Agreement shall be treated as confidential and shall not be divulged to any third party except as may be required by law or court order.

c. Public Relations.

QMC and **Provider** shall not issue or release, for publication or otherwise, any information, advertising or publicity, which relates to this Agreement without prior written approval of the other party.

23. ENTIRE AGREEMENT.

This Agreement and documents referred to herein set forth the entire understanding of the parties with respect to the subject matter hereof. Any previous arrangements or understandings between the parties regarding the subject matter hereof are merged into and superseded by the Agreement.

24. AUDIT AND FINANCIAL PROCEDURES.

a. Upon **Provider's** written request, **Provider** shall have the right, at **Provider's** sole expense, to audit and examine **Provider's** accounts receivable information in the custody or control of **QMC** ("Audit"). **QMC** shall permit the Audit to be performed by **Provider**, by **Provider's** counsel or other professional advisors, or by independent auditors retained by **Provider**, of all books, records, account vouchers, checks, bank account documents, and all other materials relating to the services covered by this Agreement for **Provider**. Such Audit shall occur only during normal business hours and shall be of reasonable scope, duration and frequency. In addition, **QMC** shall cooperate with all reasonable third-party payor audit requests on claims that have been processed by **QMC**. **QMC** will not be expected to handle audit requests for claims that were processed by another vendor or entity.

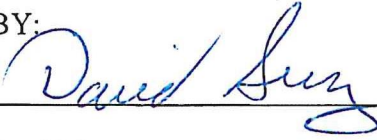
b. The parties hereby agree to notify the other immediately in writing in the event of any known or suspected investigation, suit, action, proceeding, claim, or settlement of a dispute relating to billing practices or alleging health care fraud or

abuse on the part of the party or any employee, contractor, or agent of the party.

In witness whereof, the parties hereto have on the dates(s) indicated below caused the Agreement to be executed in duplicate.

CITY OF WESLACO

BY:



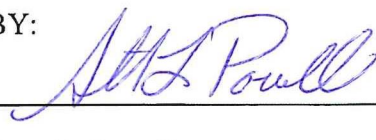
David Suarez

Mayor

DATE: 11/29/2021

QUICK MED CLAIMS, LLC

BY:

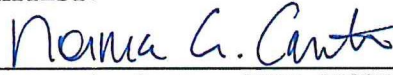


Scott L. Powell

Chief Executive Officer

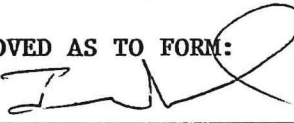
DATE: 11/30/2021

ATTEST:



Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:



Juan E. Gonzalez, CITY ATTORNEY

ATTACHMENT A

SERVICES AND FEES

SERVICE AND FEES

BILLING AND REIMBURSEMENT SERVICE FEE:

QMC will be the exclusive provider of medical transportation billing and reimbursement services for the **Provider** as described above at a rate of:

- **6.00% of Collected Revenue.**

QMC will be the exclusive provider of fire billing and reimbursement services for the **Provider** as described above at a rate of:

- **6.00% of Collected Revenue.**

ASSUMPTIONS AND DEFINITIONS

Collected Revenue will include all revenue that is collected and posted in the **QMC** billing system and reported to **Provider** on a monthly basis.

“Transports Not Billable as an Ambulance Transport” will include all transports that **Provider** would like to have verified and entered in the **QMC** billing system, but are not billable as an ambulance transport, ambulance assist or other ambulance-based activity (e.g., wheelchair van transports, stretcher van transports, etc.).

Estimated 7,500 claims per year based on the historical data provided.

SUMMARY OF SERVICES

The following technology and services are included in our all-inclusive price proposal:

- Comprehensive EMS Billing Services
- Comprehensive Fire Billing Services
- Billing Implementation and Start up
- Automated Electronic Data Import from iPCR ePCR Software
- Billing and Reporting Software
- Credit Card Fees
- Payment Processing
- TASPP Program Coordination
- Dedicated Account Management with Client Success Manager
- Initial Documentation & Q-Bi Analytics Training
- Ongoing Annual Documentation Training
- Compliance Services & Regulatory Updates
- Scheduled & Adhoc Reporting Services
- Client Team Meetings & Analytical Services
- 24/7/365 Client Access Portal
- Q-Bi Business Intelligence Tool

- Compassionate Billing & Patient Services
- HIPAA Compliant Interpretation Services
- Online Patient Access Portal available 24x7x365
- Invoice and Correspondence Printing and Postage
- Data Export to Collection Agency, if desired
- Industry Benchmarking
- Access to Industry Experts
- Networking Opportunities with Peer Agencies
- Supplemental Education Opportunities – Webinars, podcasts, presentations, etc.
- Notice of Privacy Policy

ATTACHMENT B

QMC SERVICE DETAILS

SERVICE DETAILS

QMC agrees to provide the following performance levels:

- **QMC** will submit all claims within five (5) business days of receiving a complete patient care report and all related information required as outlined in Section 3 (a) for successful submission.
- Reimbursement will be posted by **QMC** within three (3) business days of receipt.

ATTACHMENT C

REPORTS

REPORTS

Operational and Financial Reporting. QMC shall provide operational reports to the identified contact person(s) at **Provider** at the intervals specified below:

Monthly Reports:

1. **Closing Balance Summary Report.** This report provides a summarized rollforward of the open A/R balance, reflecting charges, credits, charge adjustments, credit adjustments and other adjustments.
2. **Charge Summary Report.** This report provides the detail of charges within the reporting period.
3. **Charge Adjustment Summary Report.** This report provides information pertaining to charges added to the system within the reporting period that relate to a previously closed period.
4. **Credit Summary Report.** This report provides a summary of all credits, including contractual adjustments, payments, refunds and write-offs, that occurred within the reporting period.
5. **Credit Adjustment Summary Report.** This report provides information pertaining to credits added to the system within the reporting period that relate to a previously closed period.
6. **Payor Summary Report.** This report provides a summary of charges and credits associated with each payor.
7. **Payor Adjustments Summary Report.** This report provides a summary of all charge and credit adjustments associated with each payor.
8. **Payor Aging Report.** This report includes a summary and detail listing of the open patient accounts receivable by trip date and initial bill date delineated by payor and as to the following periods: 0-30 days, 31-60 days, 61-90 days, 91-120 days, 121-180 days and over 180 days.

ATTACHMENT D

BUSINESS ASSOCIATES AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

In accordance with the regulations set forth in 45 C.F.R. Parts 160 and 164 issued pursuant to the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") and the *Health Information Technology for Economic and Clinical Health Act* ("HITECH") set forth in 42 U.S.C. § 17921 et seq., QUICK MED CLAIMS, LLC ("Business Associate") and City of Weslaco ("Covered Entity") hereby enter into this Business Associate Agreement ("Agreement") as of October 1, 2021 (the "Effective Date"). Business Associate and Covered Entity are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Covered Entity is a "covered entity" as that term is defined in HIPAA; and

WHEREAS, HIPAA requires covered entities and business associates to protect the privacy of "Protected Health Information" (as defined below) by entering into agreements with persons and entities providing services for covered entities and business associates that involve the use or disclosure of protected health information; and

WHEREAS, Business Associate has been engaged by Covered Entity to provide certain services that involve the use or disclosure of Protected Health Information (the "Services"); and

WHEREAS, Business Associate is directly subject to HITECH and certain HIPAA provisions; and

WHEREAS, the Parties desire to conduct their business relationship in a manner consistent with HIPAA and HITECH; and

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to incorporate the forgoing recitals as rewritten herein and further agree as follows:

Definitions

1. Generally. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules (as defined below):

Breach, Data Aggregation, Covered Entity, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Unsecured Protected Health Information, Use, and Workforce.

2. Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. §160.103, and in reference to the party to this agreement, shall mean QUICK MED CLAIMS, LLC.
3. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. §160.103, and in reference to the party to this Agreement, shall mean St Mary's County.
4. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

Obligations of Business Associate

5. Use or Disclosure of Information.

Business Associate shall not Use or Disclose Protected Health Information other than as required to perform the Services or as Required by Law. Moreover, Business Associate shall always comply with the provisions of the HIPAA Rules applicable to Business Associate.

Business Associate acknowledges that it will make reasonable efforts to limit the Use and Disclosure of PHI to perform or fulfill a function required or permitted under this Agreement to the Minimum Necessary to accomplish the intended purpose of such Use and Disclosure, as specified by the HIPAA Rules and any relevant guidance issued by the U.S. Department of Health and Human Services.

Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

6. Safeguards.

Business Associate shall use appropriate administrative, physical and technical safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement, including, without limitation, appropriate training and discipline of Business Associate's Workforce and restrictions on access to Protected Health Information.

7. Mitigation. Business Associate shall immediately mitigate any harmful effect resulting from Use or Disclosure of Protected Health Information by Business Associate, or its subcontractors or agents, in violation of the requirements of this Agreement.
8. Reporting Noncompliance. Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not expressly provided for by this Agreement of which Business Associate becomes aware.
9. Reporting Security Incidents. Business Associate will report to Covered Entity any Security Incident of which Business Associate becomes aware. At the request of Covered Entity, Business Associate will identify the date and scope of the Security Incident, Business Associate's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known. Notwithstanding the foregoing, the parties acknowledge and agree that this Section 3 (e) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of services attacks, and any combination of the above, so long as no such incidents results in unauthorized access, Use, or Disclosure of Covered Entity's electronic PHI.

10. Reporting Breaches. Business Associate shall notify Covered Entity of Business Associate's discovery of a Breach of Unsecured Protected Health Information within five (5) days of Covered Entity's discovery of such Breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate will reasonably cooperate with and assist Covered Entity in making notification to third parties as required by the HIPAA Rules in the event of a Breach due to Business Associate.
11. Subcontractors and Agents. In accordance with 45 C.F.R. §164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall, if applicable, ensure that any subcontractors or agents that create, receive, maintain, or transmit Protected Health Information on the Business Associate's behalf agree in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
12. Access/Amendment. Business Associate will generally not be required to provide an individual access to and/or amendment of PHI received by Business Associate from or on behalf of Covered Entity because (i) such information is not part of a Designated Record Set; (ii) such information is exempt from access or amendment under the HIPAA Rules; (iii) access to or amendment of such information would violate superseding contractual or other legal rights of Covered Entity; and/or (iv) access to or amendment of such information would require Covered Entity to violate professional and ethical standards or other legal duties. In the unlikely event that Business Associate receives a request from an individual to access or amend PHI, such request will be forwarded to Covered Entity. If Business Associate maintains a Designated Record Set, Business Associate will (i) make available PHI in accordance with 45 C.F.R. § 164.524; and (ii) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526. Any denials of access to or amendment of PHI requested will be the responsibility of Covered Entity.
13. Accounting. Business Associate agrees to document and make available information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. Business Associate further agrees to provide Covered Entity such information upon request to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, in accordance with 45 C.F.R. § 164.528 and the HITECH Act.
14. Compliance with Investigations. Business Associate shall make all internal practices, books, records, and agreements with subcontractors and agents relating to the Use and Disclosure of Protected Health Information received or maintained pursuant to this Agreement available to Covered Entity or the Secretary for purposes of determining Business Associate's or Covered Entity's compliance with the HIPAA Rules.
15. Subpoenas. Business Associate shall notify Covered Entity within two (2) business days of Business Associate's receipt of any subpoena, discovery request, or other lawful process for Protected Health Information that is not accompanied by an order of a court or administrative tribunal. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with Covered Entity in such challenge.

16. Remuneration. Business Associate agrees not to directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity receives a valid HIPAA authorization.
17. Performance of a Covered Entity's Obligations. To the extent Business Associate is to carry out any obligation of Covered Entity under the HIPAA Rules, Business Associate shall agree to comply with the same requirements that apply to Covered Entity in the performance of such obligation.

Obligations of Covered Entity

18. Notice of Privacy Practices and Restrictions.

Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information, promptly after Covered Entity receives notice of any such limitations from Covered Entity.

Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information, promptly after Covered Entity receives notice of any such changes or revocations from Covered Entity.

Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information, promptly after Covered Entity receives notice of such restriction from Covered Entity.

19. Minimum Necessary. Covered Entity will limit any disclosure of PHI to the Minimum Necessary to accomplish the intended purpose of such Disclosure, as specified by the HIPAA Rules and any relevant guidance by the U.S. Department of Health and Human Services.
20. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.

Termination.

21. Term. The term of this Agreement shall begin on the Effective Date and shall terminate upon the termination or expiration of the engagement for the Services or on the date either Party terminates this Agreement for cause as authorized in this Section 4 (b), whichever is sooner.
22. Cause for Termination. Either Party may immediately terminate this Agreement and the engagement for the Services upon a material breach of the provisions of this Agreement or the HIPAA Rules by the other Party. Termination will be effective upon delivery of written notice of termination to the other Party.
23. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:
- Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities.
- Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate maintains in any form.
- Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section 4 (c), for as long as Business Associate retains the Protected Health Information.
- Not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set forth in Section 2 (a) which applied prior to termination; and
- Return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.
24. Survival. The obligations of the parties under this Section and Section 5 shall survive the termination or expiration of this Agreement.

Indemnification.

25. Indemnification of Covered Entity by Business Associate. Business Associate shall indemnify, defend and hold Covered Entity and any of its respective officers, employees, representatives, agents, successors or assigns, harmless from and against any liability and costs, including attorneys' fees, arising from a violation of HIPAA due solely to the acts or omissions of Business Associate.
26. Indemnification of Business Associate by Covered Entity. Covered Entity shall indemnify, defend and hold Business Associate, and any of Business Associate's officers, employees, representatives, agents, successors or assigns, harmless from and against any liability and costs, including attorneys' fees, arising from a violation of HIPAA due solely to the acts or omission of Covered Entity.

Miscellaneous.

27. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and for which compliance is required.
28. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary or appropriate for the Parties to comply with the requirements of the HIPAA Rules.
29. Remedies. Business Associate hereby agrees that Covered Entity will suffer irreparable damage upon Business Associate's breach of this Agreement and that such damages shall be difficult to quantify. Business Associate hereby agrees that, in addition to all other available remedies at law or in equity, Covered Entity may file an action for an injunction to enforce the terms of this Agreement against Business Associate, in addition to any other remedy Covered Entity may have.
30. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules.
31. No Third-Party Rights. Nothing in this Agreement is intended or shall be construed to confer any rights or entitlements to remedy on any person or entity other than Covered Entity and Business Associate.

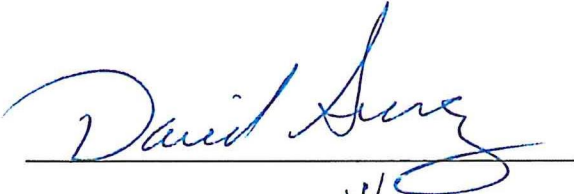
[Remainder of Page Intentionally Blank. Signature Page Follows]

SIGNATURE PAGE – BUSINESS ASSOCIATE AGREEMENT

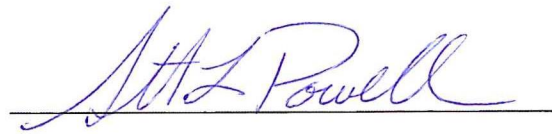
IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the first date above written.

CITY OF WESLACO

QUICK MED CLAIMS, LLC


wcc
9/07/21

By: David Suarez



By: Scott L. Powell

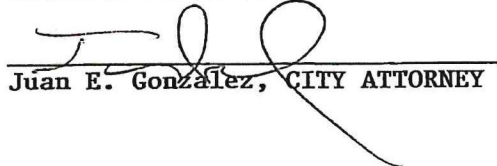
Its: Mayor

Its: Chief Executive Officer

ATTEST:


Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:


Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7047	
From:			
Subject: Approval of the annual subscription renewal to Rio Grande Valley Communications Group for radio communication services to all city departments from October 1, 2023 - September 30, 2024 in the amount of \$113,634.00 and authorize the Mayor to execute any related documents. (Staffed by Fire 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 ANTONIO LOPEZ Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7050	
From: Rosalinda Cavazos			
Subject: Approval to renew agreement with Hidalgo County Community Service Agency to continue to provide emergency assistance to low-income households for water services in the City of Weslaco and authorize the Mayor to execute any related documents. (Staffed by Finance Department)			
Background: The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services)			
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 Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: HC Community Service Agency LIHWAP			
Responsibilities upon Approval:			

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)
"WATER PROVIDER AGREEMENT"

PURPOSE. The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Water Provider Agreement is by and between:

County of Hidalgo Community Service Agency

Water Assistance Provider (Agency)

City of Weslaco

Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

Hidalgo

WATER SERVICES. Water Services provided and billed by Water Provider:

- ☒ Water Fees
- ☐ Stormwater Fees
- ☒ Wastewater
- ☒ Sewer Fees
- ☐ Groundwater Fees
- ☐ Other: _____

TERM. This Water Provider Agreement shall be effective from the _____ day of October, in the year 2023 for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

City of Weslaco

(Water Provider Name)

255 S. Kansas Ave Weslaco Tx 78596

(Water Provider Mailing Address)

CCN# 20198

(Water Provider Certificate of Convenience and Necessity # (CCN))

County of Hidalgo Community Service Agency

(Agency Name)

P.O. Box 204 Edinburg, TX 78540

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

WATER PROVIDER'S REPRESENTATIONS. The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

AMENDMENTS. Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

WATER PROVIDER'S RESPONSIBILITIES. Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

CONFIDENTIALITY. The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

Authorized Water Provider Signature

Date

David Suarez

Mayor

Typed Name of Authorized Signature

Title

956 968.3181

Water Provider Telephone Number

rcavazos@weslaco.tx.gov

Water Provider Email Address

Authorized Agency Signature

Date

Typed Name of Authorized Signature

Title

()

Agency Telephone Number

Agency Email Address

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Weslaco		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ► municipality	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 255 S. Kansas Ave	Requester's name and address (optional)	
6 City, state, and ZIP code Weslaco Tx 78596		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
7	4	-	6	0	2	5	4	4	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **10/12/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

County of Hidalgo Community Service Agency
Contact Information Form

NAME OF COMPANY

City of Weslaco

ADDRESS

255 S. Kansas Ave Weslaco, Tx 78594

CONTACT PERSON (S)

Rosie Cavazos & Veronica Mendoza

Telephone # for Verification: 956.968.3181 ext. 1503

Fax # for Consumption Histories: 956.968.6717

Payment Address: 255 S. Kansas Ave

Weslaco Tx 78594

Fax # for Pledging: 956.968.6717

Email: rcavazos@weslacotx.gov & vemendoza@weslacotx.gov

Hours of Operation: 8:00 am - 5:00 pm Time Zone: Central

Comments: email preferred contact method.



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7051	
From:			
Subject: Approval on the request from First Baptist Church for street closure from 3:30 pm to 8:30 pm on October 31, 2023 from Kansas Street between 6th and 7th Street for their Halloween Fall Festival and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Special Event Checklist and map			
Responsibilities upon Approval:			



Special Events Checklist:

City of Weslaco Requirements and Procedures

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

Name of Applicant (Person or Entity): FIRST BAPTIST CHURCH		Name of Event: FALL FESTIVAL
Contact Person: ELIZABETH RAMIREZ / LUIS RODRIGUEZ		Telephone Number: (956) 968.9585
Address: 6000 S. KANSAS AVE.		E-Mail Address: eramirez2@fbcweslaco.org
City: WESLACO	State: TX	Zip Code: 78596
Event Purpose (fundraiser, school activity, etc.): COMMUNITY OUTREACH		Expected Attendance: 250
Start Time: 3:30pm	End Time: 8:30 pm	Event Date(s): OCTOBER 31, 2023
Relevant Policies and Fees: (*Commission consent by agenda action may be required)		
Special Event:		
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate	☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*	☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)	☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*	☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):		
☐ Route Map	☐ Parade and Processions Fee of \$50.00	
☐ Written Consent of Affected Property Owners	☒ Street Closure Fee of \$25.00	
☒ Barricade Fee of \$50.00/location + \$100 deposit	☐ Traffic Safety Plan by Police Department	
☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*	☐ Police Escort of \$20.00/officer per hour (2-hour minimum)	
Sound Amplification (Code of Ordinances §94 and Election Code §61):		
☐ Use of loudspeakers, microphone, bullhorn, etc.	☐ Sound Truck Fee of \$25.00	
☐ Vehicle Description, License Plate, Driver's License	\$25.00 fee is for 3 consecutive days	
Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.		Timestamp of Receipt: OCT 05 2023
Applicant's Signature: 		Payment type: ☐ Cash ☐ Credit Card
Additional Stipulation(s) of Authorization:		
Approved	Denied	Reason
		Signature as Applicable
		Police Chief
		Fire Chief
		Public Works Director
		Planning/Code Enforcement/City Engineer
		Parks Director
		Traffic Safety Officer/City Manager



BARRICADES TO BE
PLACED AT ENTRANCE
OF 6TH AND KANSAS

AND TOWARD EXIT OF
KANSAS AND 7TH

BARRICADES WILL BE
FOR FALL FESTIVAL
OCTOBER 31, 2023



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7055	
From:			
Subject: Approval on the request from WISD for street closure from 12:00 noon to 10:00 pm on Saturday, November 4, 2023 from the alley by the Eatery on 4th Street to Texas Street to the alley behind Dance Time on 4th Street for Dia de los Muertos Art Walk and Sidewalk Chalk Contest and request to waive any required fees associated with the event and authorize the Mayor to execute any related documents. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: WISD Letter of request, Map 2023, Art Walk 2023, Spesial Events Checklist DDLM 2023			
Responsibilities upon Approval:			



Yvett Morales,
Principal

Yvett Morales

Date: 10-9-23

To Whom It May Concern:

On Saturday, November 4, 2023, the Weslaco High School Fine Art Department along with other Fine Art Departments throughout the district will be having a Dia de Los Muertos Art Walk and sidewalk chalk contest. The City of Weslaco has always been very helpful and courteous in helping with other WISD events. We are asking that any or all fees associated with this art walk/sidewalk chalk contest be waived. This is to ensure the safety of our students, staff, and community while participating in these events. The staff and fine art students of WISD thank you for your support.

#GEARUpforSuccess

1005 W. Pike Blvd. Weslaco, TX 78596
Tele: (956)969-6700 Fax: (956)968-8008



3D

E THIRD ST

S TEXAS BLVD

S KANSAS AVE

E FOURTH ST

W FIFTH ST



WISD Fine Art Dept.
Presents



Día De Los Muertos

Art Walk & Chalk Fest

Downtown Weslaco

Sat. Nov. 4th 6pm-9pm

Student/Staff Art Exhibits

Sidewalk Chalk Contest

Artist Market

WISD Student Performances

(Folklorico, Mariachi, Conjunto Band)

Live Music / Food / Vendors

Community Altar

Katrina Fashion Contest

Art Walk Locations

Busy Bristles (318 S. Texas Blvd)

Dance Time (402 S. Texas Blvd)

El Mercado (418 S. Texas)

Gallery Cactus (419 S. Texas Blvd)

Weslaco Museum (500 S. Texas)

The Eatery (400 S. Kansas Ave)





Special Events Checklist:

City of Weslaco Requirements and Procedures

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

Name of Applicant (Person or Entity): WISD Fine Art Dept.		Name of Event: WISD Dia de Los Muertos Art Walk	
Contact Person: Romeo Salinas (WHS Art Teacher)		Telephone Number: (956) 569-9066	
Address: 1005 W. Pike St		E-Mail Address: rsalinas@wisd.us	
City: Weslaco	State: Texas	Zip Code: 78596	
Event Purpose (fundraiser, school activity, etc.): Showcase WISD student talent in the community.		Expected Attendance: 150	
Start Time: 12pm	End Time: 10pm	Event Date(s): Saturday Nov. 4th	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☐ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*		☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*		☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):			
☐ Route Map		☐ Parade and Processions Fee of \$50.00	
☐ Written Consent of Affected Property Owners		☐ Street Closure Fee of \$25.00	
☐ Barricade Fee of \$50.00/location + \$100 deposit		☐ Traffic Safety Plan by Police Department	
☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*		☐ Police Escort of \$20.00/officer per hour (2-hour minimum)	
Sound Amplification (Code of Ordinances §94 and Election Code §61):			
☐ Use of loudspeakers, microphone, bullhorn, etc.		☐ Sound Truck Fee of \$25.00	
☐ Vehicle Description, License Plate, Driver's License		\$25.00 fee is for 3 consecutive days	
<i>Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.</i>		Timestamp of Receipt:	
Applicant's Signature: <i>Romeo Salinas</i>		Payment type: ☐ Cash ☐ Credit Card	
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement/City Engineer
			Parks Director
			Traffic Safety Officer/City Manager



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7042	
From: David Arce			
Subject: Approval to authorize staff to solicit Request for Qualifications regarding the City of Weslaco Alton Landfill Post-Closure Care Monitoring and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: Current contract with Raba-Kistner will expire on October 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):			
ADELAIDA VEGA David Arce Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7024	
From:			
Subject: Discussion and consideration on Resolution 2023-56 appointing two members to the Board of Adjustments and Appeals-Zoning Ordinance and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The term of Orlando Villarreal and Nick Carranza on the Board of Adjustments and Appeals-Zoning Ordinance are set to expire November 2 and 6, 2023. Both members have indicated they seek consideration for re-appointment.			
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 REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve the nominees as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: R2023-56 BOAA Zoning 2-members			
Responsibilities upon Approval:			

RESOLUTION NO. 2023-56

A RESOLUTION OF THE CITY OF WESLACO APPOINTING A
MEMBERS TO THE BOARD OF ADJUSTMENTS & APPEALS-
ZONING ORDINANCE.

WHEREAS, the City of Weslaco created and established the Board of Adjustments & Appeals-Zoning Ordinance.

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

WHEREAS, the Board of Adjustments & Appeals-Zoning Ordinance members shall serve with neither compensation nor term limits; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individuals are appointed to serve on the Board of Adjustments & Appeals-Zoning Ordinance as follows:

<u>NAME</u>	<u>TERM ENDING</u>
_____	October 17, 2025
_____	October 17, 2025

PASSED AND APPROVED on this 17th day of October 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: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6973	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve Resolution 2023-57 and the Buyout of Service Agreement between the City of Weslaco and North Alamo Water Supply Company (NAWSC) for The Coves Subdivision and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed 60 lot subdivision will be a mixed-use development of four-plex and apartment use. The final plat for The Coves was approved on September 20, 2022 and is preparing to submit construction plans for the infrastructure. The developer will be responsible for paying the City for the associated cost of the buyout from NAWSC. The total buyout cost to NAWSC not including filing fees with the PUC is \$57,456.00.			
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):			
REBEKAH DE LA FUENTE		Created/Initiated	
REBEKAH DE LA FUENTE		Approved	
Martin Garza		New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the buyout agreement			
Attachments, if any: The Coves- Buyout- Memo, Coves NAWSC- Buyout Agreement and Exhibits, R2023-57 Buyout service agreement The Coves			
Responsibilities upon Approval: Staff will coordinate with City Attorney and developer to file the PUC.			

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: The Coves Subdivision- Buyout Agreement

DATE: October 10, 2023

The proposed 60 lot subdivision will be a mixed-use development of four-plex and apartment use. The final plat for The Coves was approved on September 20, 2022 and is preparing to submit construction plans for the infrastructure. The developer will be responsible for paying the City for the associated cost of the buyout from NAWSC. The total buyout cost to NAWSC not including filing fees with the PUC is \$57,456.00.

Thank you,

Rebekah de la Fuente, CFM

**AGREEMENT FOR
BUYOUT OF SERVICE AREA**

**STATE OF TEXAS §
 §
COUNTY OF HIDALGO §**

This agreement is made October 17, 2023, by and between the City of Weslaco, a home rule municipal corporation whose address for purposes of this Agreement is 255 S. Kansas Ave., Weslaco, Hidalgo County, Texas 78596 (hereinafter referred to as “City”), and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 (hereinafter referred to as “NAWSC”), a non-profit corporation of the State of Texas.

I.

RECITALS

North Alamo presently has the right to serve two (2) areas designated as the Weslaco Apartments (hereinafter referred to as Area #1) and the Coves Subdivision, (hereinafter referred to as Area #2) located in or near the City as described in Exhibit “A”, incorporated herein for all purposes, located within Hidalgo County, Texas (hereinafter referred to as the “Area”), with a potable water supply. Such Areas are within the certified area of NAWSC under the rules and regulations of the Public Utilities Commission (hereinafter referred to as “PUC”) and are within the water supply system of NAWSC. City desires to purchase the Areas and wishes to provide service to customers within the purchased Areas with a potable water supply from the City and NAWSC desires that City supply potable water

service to the customers in these Areas.

II.

COVENANTS AND CONDITIONS

1. For and in consideration of the sum of Fifty Seven Thousand Four Hundred Fifty Six and No/100ths (\$57,456.00) Dollars (“Purchase Price #1”) to be paid to NAWSC by City for Area #1 and the sum of Sixteen Thousand Four Hundred Sixteen and No/100ths (\$16,416.00) Dollars (“Purchase Price #2”), for a total Purchase Price of Seventy Three Thousand Eight Hundred Seventy Two and No/100ths (\$73,872.00) NAWSC agrees to assign to City the right to serve customers within these Areas, and City agrees to purchase, and does hereby purchase, such rights, subject however, to the following conditions being satisfied:

- a. The Public Utilities Commission (“PUC”) shall approve of the transfer and designate the City as the holder of the CCN for the Areas by written order delivered to NAWSC and City, and
- b. NAWSC shall obtain a written release of any security interest regarding the Area in favor of United States Department of Agriculture-Rural Development (hereinafter referred to as “USDA-RD”) and when it has been obtained by NAWSC, a copy forwarded to City.
- c. NAWSC shall obtain a written release of any security interest regarding the Area in favor of the Texas Water Development Board (hereinafter referred to as “TWDB”) and when it has been obtained by NAWSC, a copy forwarded to City.

- d. NAWSC shall obtain a written release of any security interest in favor of any other third party and when it has been obtained by NAWSC, a copy forwarded to the City.

2. It is agreed that upon execution of this Agreement, City shall deposit the Purchase Price in the form of a cashier's check with Richard W. Fryer (hereinafter referred to as "Escrow Agent"), of Fryer & Hansen, P.L.L.C., 1352 W. Pecan Blvd., McAllen, Texas 78501, all of which sums shall be held by the Escrow Agent in trust and paid to NAWSC when this transaction is closed, or refunded to City if the transaction is not consummated, as provided herein.

3. If no customers currently exist within the Areas and subject to the approval of this Agreement by the PUC, NAWSC hereby agrees to relinquish its right to supply potable water to customers located within the Areas and City hereby agrees to supply potable water to any new customers requesting water service within the Areas. After requesting the Release from Lender as provided in Paragraph 1 above, City and NAWSC hereby agree that NAWSC shall initiate and pursue an application with the PUC requesting approval of the transfer of the Areas from NAWSC's Certificate of Convenience and Necessity to City's Certificate of Convenience and Necessity ("Application"). The city agrees to cooperate with NAWSC in connection therewith. NAWSC shall have the Application filed and all administrative costs and attorneys' fees relating thereto shall be paid fully and solely by the City. Upon presentation to City, City shall reimburse NAWSC for all its attorney's fees relating to the Application. Each party shall bear its own attorney's fees relating to this Agreement. Final closing and consummation with respect to the purchase of the Area shall not be more than forty-five (45) days after all the following requirements to closing have been completed:

- a. The Purchase Price is completed and delivered;

- b. Approval by the PUC has been obtained; and
- c. A release of any security interest regarding the NAWSC Area in favor of USDA-RD, TWDB, or any other third party has been obtained and a copy forwarded to City.

4. NAWSC and City hereby agree that City shall commence supplying potable water service to any customers located within the Areas with potable water pending PUC's approval of the purchase. Until such approval by the PUC is received, City agrees to provide such service according to City's rate schedule. City shall be responsible for billing and collection of all bills for potable water service shall be entitled to receive and keep all amounts collected thereunder as a management fee and as the normal fee charged by City for the supplying potable water according to the rates charged other customers of City.

5. Should this Agreement not be finally consummated due to the failure of any condition in Paragraph 1 hereof, within 30 days of receiving notification of such failure:

- a. Escrow Agent shall refund the Purchase Price to City; and
- b. City shall reassign the rights to serve the Areas and convey all facilities and infrastructure, including but not limited to waterlines and easements, to NAWSC; and
- c. NAWSC shall provide service in the Areas.

GENERAL

6. Any lines owned by NAWSC which run through the Areas, which are necessary for the service of water to customers of NAWSC within its remaining certified area, shall not become the property of the City but shall remain the property of NAWSC.

7. During the period of time from when the City commences to provide potable water

service in the Areas until the closing and consummation of this Agreement, City agrees to defend, indemnify, and hold NAWSC harmless for any claim by any customer of NAWSC located in the Areas for any acts or omissions by City, as agent or otherwise, in supplying such customers with a potable water supply hereunder.

8. Failure to fulfil any covenant and agreement herein shall entitle the non-breaching party to enforce the provisions hereof by specific performance or injunctive relief in addition to any remedy in damages that either party may be entitled.

9. It is the intent of City and NAWSC and they do hereby specifically agree that this Agreement does not create any third-party beneficiary rights or interest in and to the supply of any treated water or facility relating thereto in and to any existing or potential retail customers of City or NAWSC.

10. Any notice required or permitted to be given to either party hereunder shall be deemed to have been given when the same has been deposited in the United States mail, postage prepaid, certified to addressee, and addressed to North Alamo at 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78539-9078, or to City at 255 S. Kansas Ave., Weslaco, Hidalgo County, Texas 78596 with a return receipt requested of the United States Postal Service. Such addresses may be changed by either party by notice in writing given to the other party.

11. With the execution and delivery of this Agreement, City agrees to provide NAWSC with an opinion of counsel, made by an attorney licensed to practice in the State of Texas and having a valid enforceable policy of insurance in an amount equal to the Purchase Price which insures NAWSC against errors and omissions in such opinion of counsel, the form of such opinions of counsel is attached hereto as Exhibit "B". This provision and the opinion of counsel survive the final closing and consummation of this transaction.

12. All agreements, assignments and documents referenced in Paragraphs 1 through 11 above shall incorporate the terms of Texas Local Govt. Code § 271.159, allowing for the recovery of attorney's fees against a local government entity. Attorney's fees shall also be recoverable against City as provided by Tex. Local Govt. Code § 271.159 in any action to enforce the terms of this Contract.

13. This Agreement has been approved by the appropriate body of NAWSC and City as evidenced by appropriate resolutions of the governing bodies, copies of which are attached hereto as Exhibit "C" and "D", respectively, and is executed by the appropriate officer of same.

14. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated and after the date hereof and duly executed by the parties hereto.

15. No waiver by the Parties hereto of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or other term, condition, or covenant contained herein.

16. Each Party represents and warrants that (i) it has carefully reviewed this Agreement; (ii) it has at all times been represented by and consulted with legal counsel concerning this Agreement; (iii) any questions that it has pertaining to this Agreement have been answered and fully explained to it by its counsel; (iv) its decision to execute this Agreement was not based on any statement or representation, either oral or written, made by any person on behalf of the other party; (v) this Agreement constitutes the entire Agreement and understanding of the parties; (vi) neither party has assigned, conveyed, hypothecated or transferred any interest in any cause of action relating to the above described claims; (vii) each party understands that the other party is

relying upon these representations and warranties in entering into this Agreement; and (viii) this Agreement may not be amended, modified, or changed orally.

17. The conveyance made in this Agreement is made without warranty, express or implied, and the internal lines and meters, to the extent they exist, are conveyed “AS IS” and “WHERE IS.”

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement as of the date above stated.

CITY OF WESLACO

**NORTH ALAMO WATER SUPPLY
CORPORATION**

By: _____
Martin Garza
City Manager

By: _____
Steven P. Sanchez
General Manager

Attest:

Norma A. Cantu, City Secretary

Approved as to form:

Approved as to form:

Juan E. Gonzalez,
City Attorney for Weslaco

Richard W. Fryer,
Attorney for North Alamo Water Supply
Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgments, personally appeared Martin Garza being known to me to be the person described in and who executed the foregoing instrument as City Manager for the City of Weslaco, Texas, the municipality therein, and acknowledged that he executed the same as such an officer, in the name of and for and on behalf of the said municipality.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this
day of _____, 2023.

Notary Public in and for the State of Texas

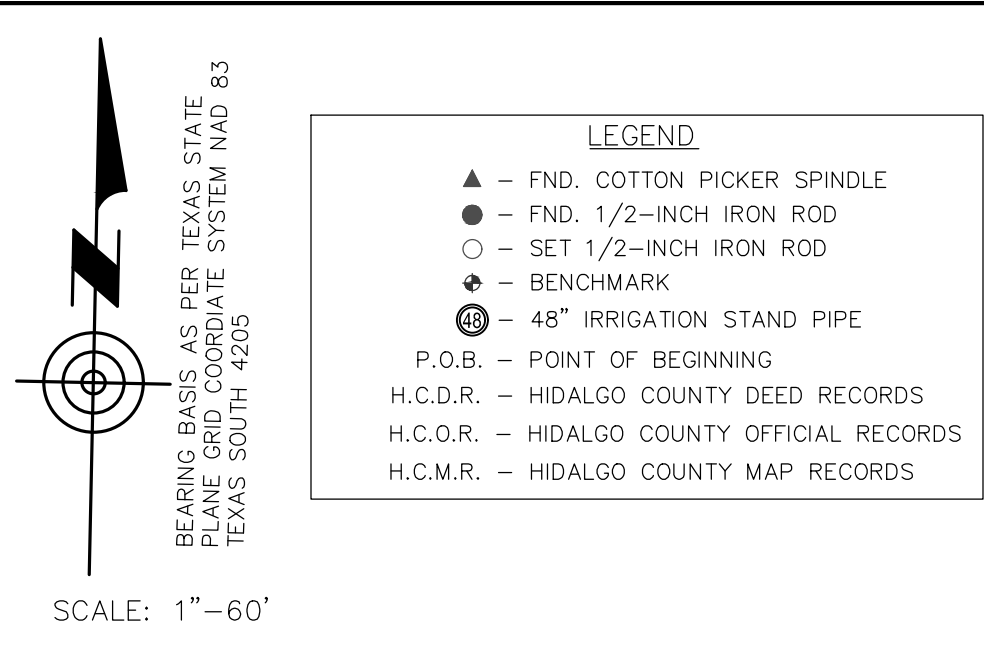
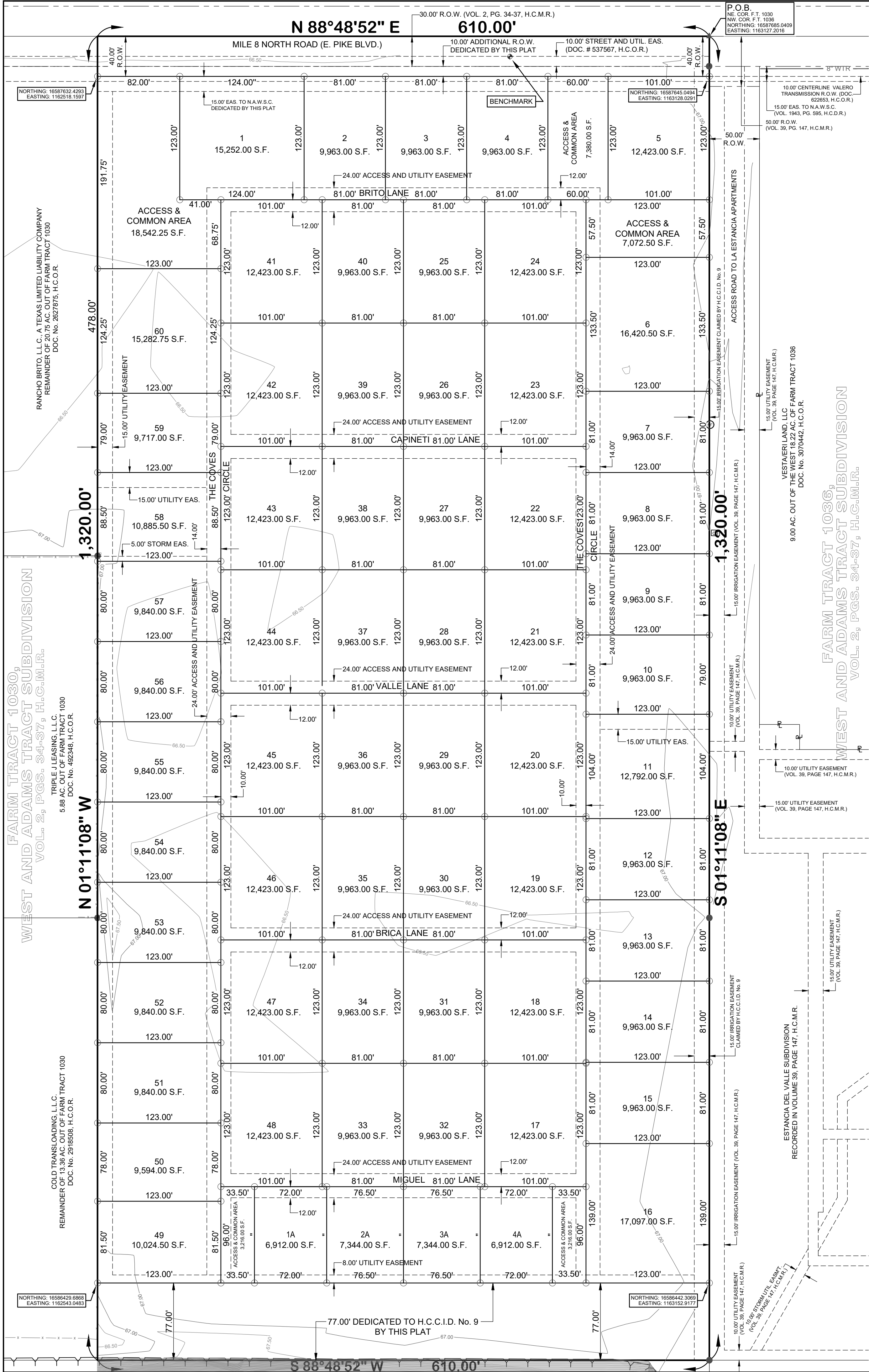
STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State aforesaid and in the county aforesaid to take acknowledgments, personally appeared Steven P. Sanchez, known to me to be the person described in and who executed the foregoing instrument as General Manager for North Alamo Water Supply Corporation, the corporation therein, and acknowledged that he executed the same as such an officer, in the name of and for and on behalf of the said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal this
day of _____, 2023.

Notary Public in and for the State of Texas

Exhibit A



METES AND BOUNDS DESCRIPTION

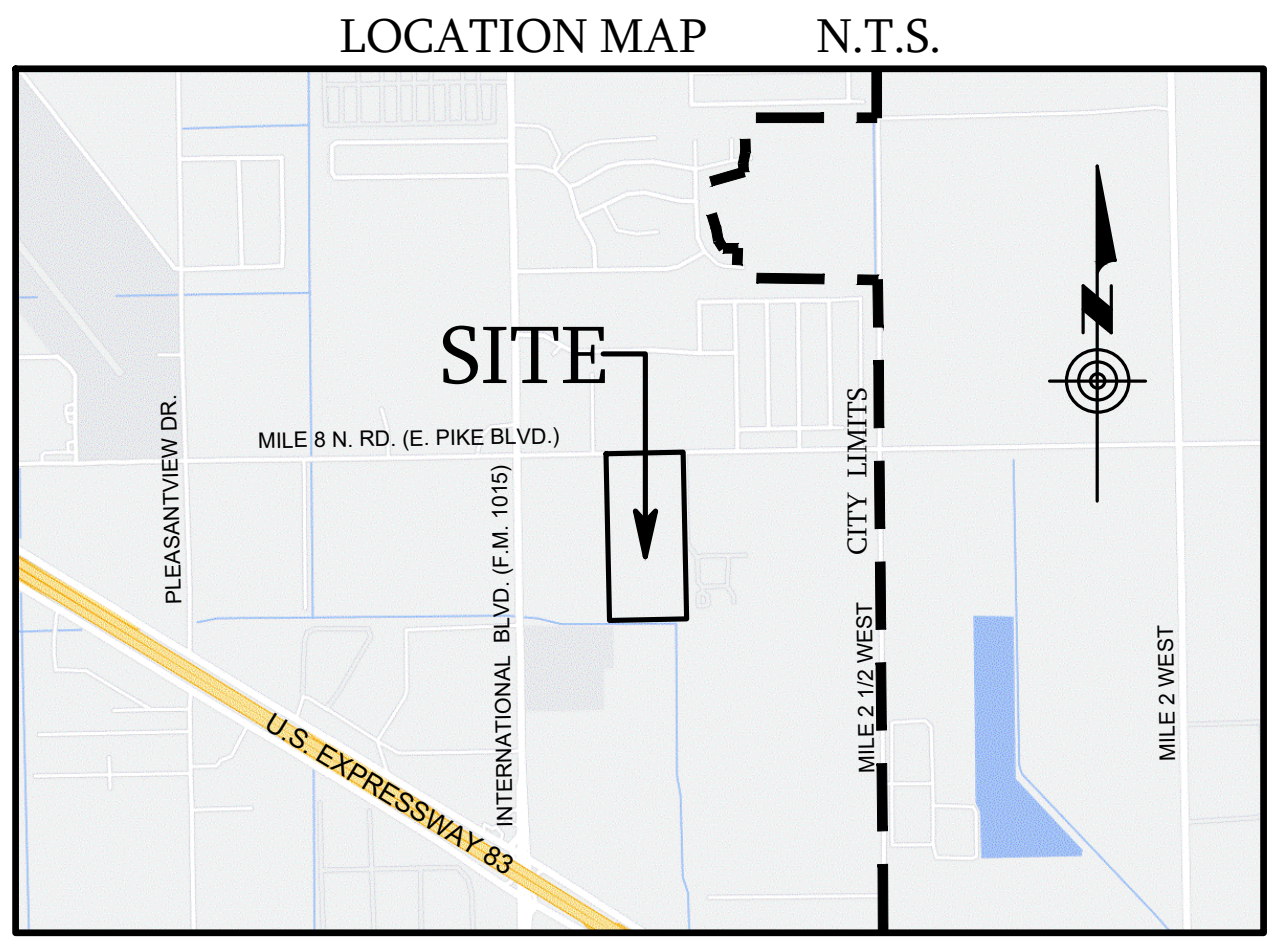
BEING A RESUBDIVISION OF 18.48 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, OUT OF FARM TRACT 1030, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS; SAID 18.48 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE (NORTHING: 16587685.0409, EASTING: 1163127.2016) 165' FOUND WITHIN THE RIGHT-OF-WAY OF MILE 8 NORTH ROAD, FOR THE NORTHEAST CORNER OF SAID FARM TRACT 1030; BEING ALSO THE NORTHWEST CORNER OF FARM TRACT 1036, FOR NORTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 01°11'08" E, ALONG THE EAST LINE OF SAID FARM TRACT 1030, BEING ALSO THE WEST LINE OF "ESTANCIA DEL VALLE SUBDIVISION" (RECORDED IN VOLUME 39, PAGE 47, H.C.M.R.) AT A DISTANCE OF 30.00 FEET PASS A 1/2" IRON ROD FOUND FOR THE SOUTH RIGHT-OF-WAY LINE OF MILE 8 NORTH ROAD (RECORDED IN VOLUME 2, PAGES 34-37, H.C.M.R.), AT A DISTANCE OF 879.00 FEET PASS A 1/2" IRON ROD FOUND IN LINE, AND CONTINUING A TOTAL DISTANCE OF 1,320.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;
2. THENCE, S 88°48'52" W, ALONG THE SOUTH LINE OF SAID FARM TRACT 1030, A DISTANCE OF 610.00 FEET TO THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
3. THENCE, N 01°11'08" W, ALONG A LINE PARALLEL TO THE EAST LINE OF SAID FARM TRACT 1030, AT A DISTANCE OF 801.90 FEET PASS A 1/2-INCH IRON ROD FOUND IN LINE, AT A DISTANCE OF 1,290.00 FEET PASS THE SOUTH RIGHT-OF-WAY LINE OF SAID MILE 8 NORTH ROAD, AND CONTINUING A TOTAL DISTANCE OF 1,320.00 FEET TO THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;
4. THENCE, N 88°48'52" E, ALONG THE NORTH LINE OF SAID FARM TRACT 1030 LOCATED WITHIN THE RIGHT-OF-WAY OF SAID MILE 8 NORTH ROAD, A DISTANCE OF 610.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 18.48 ACRES, OF WHICH 0.42 ACRES LIE WITHIN THE EXISTING ROAD RIGHT-OF-WAY OF MILE 8 NORTH ROAD, LEAVING A NET OF 18.06 ACRES OF LAND, MORE OR LESS.

PLAT NOTES AND RESTRICTIONS

1. FLOOD ZONE DESIGNATION: ZONE "X" (NO SHADING). ZONE "X" (NO SHADING) IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE OF THE 500-YEAR FLOODPLAIN. COMMUNITY-PANEL NUMBER: 480334 0450 C, MAP REVISED: JUNE 6, 2000.
2. MINIMUM BUILDING SETBACKS LINES SHALL BE AS FOLLOWS:
FRONT: 20 FEET
REAR: 15 FEET
SIDE: 5 FEET
3. MINIMUM FINISHED FLOOR ELEVATION FOR ALL BUILDINGS SHALL BE ESTABLISHED AT ELEVATION 68.50, SAID ELEVATION IS 18" ABOVE TOP OF CURB OR CENTERLINE OF THE STREET (PIKE BLVD.), MEASURED FROM THE CENTERLINE OF THE LOT.
4. THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: TOP OF LID OF EXISTING CURB INLET LOCATED ON THE SOUTH SIDE OF MILE 8 NORTH ROAD (INDICATED HEREIN).
NORTHING: 16587680.5820
EASTING: 1163293.8240
ELEVATION: 66.46
5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND THE CITY OF WESLACO REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 92,381 CUBIC FEET OF STORM WATER RUNOFF (212 ACRE-FEET). STORM WATER DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS INDICATED ON DRAINAGE REPORT.
6. NO STRUCTURE SHALL BE PERMITTED UNDER 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. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.
8. A 5-FOOT WIDE CONCRETE SIDEWALK SHALL BE CONSTRUCTED ALONG MILE 8 NORTH ROAD, SIDEWALK TO BE CONSTRUCTED AS PER SUBDIVISION PLAT APPROVAL STAGE
9. A 5-FOOT WIDE CONCRETE SIDEWALK REQUIRED ALONG ALL INTERIOR STREETS TO BE CONSTRUCTED AT BUILDING PERMIT STAGE, INCLUDING HANDICAP RAMPS IN COMPLIANCE WITH A.D.A. STANDARDS WHERE APPLICABLE, ON CORNER LOTS, THE OWNER(S) SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
10. NO ACCESS/DRIVEWAY SHALL BE PERMITTED FROM LOTS 1-5 ONTO MILE 8 NORTH ROAD.
11. No. 4 REBARS SET ON ALL LOT CORNERS IN THIS SUBDIVISION.
12. ALL PRIVATE STREETS, INCLUSIVE OF MEDIAN ISLANDS AND ANY SENTRY SHELTERS, PLUS ANY ACCOMPANYING STORM DRAINAGE, STREET LIGHTING, AND/OR SIDEWALKS, SHALL BE PRIVATELY MAINTAINED BY THE HOMEOWNERS' ASSOCIATION. ALSO, ALL PERIMETER WALLS AND FENCES SHALL BE UNDER THE OWNERSHIP AND THE EXCLUSIVE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF ENCLOSED PRIVACY, SECURITY AND REPAIR.
13. AFTER THE RECORDATION OF THE PLAT'S CONDITIONS, COVENANTS AND RESTRICTIONS (COVENANTS) TO THUS ASSURE MAINTENANCE OF COMMON AREAS AND MEDIAN ISLANDS, ETC., A BUILDING PERMIT APPLICATION MAY BE FILLED WITH THE CITY OF WESLACO FOR ANY PROPOSED GATED ENTRY MECHANISMS WHERE AFTER IT SHALL BE REVIEWED FOR APPROVAL OR DISAPPROVAL BY THE CITY INCLUDING THE FIRE MARSHAL'S OFFICE. IN NO CASE SHALL GATE(S) BE INSTALLED WHERE A BUILDING PERMIT HAS NOT BEEN ISSUED.
14. THE HOMEOWNERS' ASSOCIATION AND/OR EVERY LOT OWNER SHALL HOLD THE CITY OF WESLACO, TEXAS, HARMLESS AND INDEMNIFY SAID CITY FROM ANY AND ALL LIABILITY AND ALLEGED CLAIMS RELATING TO SAID PRIVATE STREETS. THE LOT OWNERS SHALL BE RESPONSIBLE FOR THE COSTS TO MAINTAIN THE PRIVATE STREETS, ACCOMPANYING STORM DRAINAGE, PRIVATE SIDEWALKS, PRIVATE STREET LIGHTING, AND ANY OTHER PRIVATE IMPROVEMENT IN THE PRIVATE STREET AREA.
15. THE OWNER(S)/DEVELOPER(S) SHALL SIGN AND RECORD AN INDEMNIFICATION AGREEMENT HOLDING HARMLESS THE CITY OF WESLACO, TEXAS, AND INDEMNIFYING IT FROM ALL OBLIGATIONS TO MAINTAIN SAID STREETS AND FROM ANY LIABILITY ARISING OUT OF OR INCIDENT TO SUCH STREETS.



STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF WESLACO

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.015(B)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF "THE COVES" WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WESLACO

ON _____ 20____

MAYOR OF THE CITY OF WESLACO _____ DATE _____

ATTEST: _____ DATE _____
SECRETARY OF THE CITY OF WESLACO

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF WESLACO

CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 212.009(C) AND § 212.015(B)

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF "THE COVES" WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WESLACO

ON _____ 20____

P&Z CHAIRMAN OF THE CITY OF WESLACO _____ DATE _____

STATE OF TEXAS
COUNTY OF HIDALGO
CITY OF WESLACO

CERTIFICATE OF PLAT APPROVAL
IRRIGATION DISTRICT No. 9

THIS PLAT IS HEREBY APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9.

DATED THIS _____ DAY OF _____ 20____

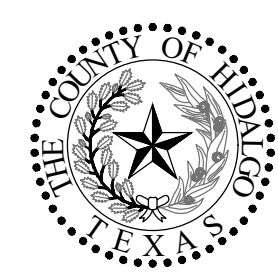
1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT No. 9 RIGHTS-OF-WAY AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.C.I.D. No. 9.

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. H.C.C.I.D. No. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION, AS WELL, H.C.C.I.D. No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION, IF DESIRED, THIS WILL NOT BE AT THE DISTRICT'S EXPENSE.

4. H.C.C.I.D. No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER(S) AND HIS(HER, THEIR) ENGINEER ARE RESPONSIBLE FOR THESE DETERMINATIONS.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT No. 9



FILE FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

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

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS "THE COVES" DO HEREBY GRANT AN EASEMENT TO THE CITY OF WESLACO, TX, AND THOSE WHO MAY NOW OR HEREAFTER HOLD FRANCHISE UNDER SAID CITY, THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS, AS WELL AS EASEMENTS THERON SHOWN, SURFACE USE OF THE STREETS AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF WESLACO, EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF WESLACO, AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS.

THE STREETS AND/OR ACCESSES, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS, NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS; AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.

THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENT'S ENTITY FOR GOVERNMENTAL PURPOSES; AND TO RELEASE INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF WESLACO

RANCHO BRITO
MIGUEL BRITO
2015 N. SHARY ROAD, SUITE 2
MISSION, TX 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED

MIGUEL BRITO _____, 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 _____, 20____.

NOTARY PUBLIC _____ DATE _____

ROEL HERNANDEZ
Notary Public
STATE OF TEXAS
Comm. Exp. 10-27-2025

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

LICENSED PROFESSIONAL ENGINEER _____ DATE _____
No. 92602 STATE OF TEXAS

CARLOS GARZA, P.E. - AEC ENGINEERING, L.L.C.
P.O. BOX 480
EDINBURG, TEXAS 78540
TEL: 956-380-6558 FAX: 956-380-6110
NO. 92602 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

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

REGISTERED PROFESSIONAL SURVEYOR _____ DATE _____
JOSE MARIO GONZALEZ R.P.L.S.

TEL: (956) 380-5154
NO. 5571 STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODES 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 IT'S ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1.

RAUL E. SESIN, P.E., C.F.M. _____ DATE _____

GENERAL MANAGER

THE COVES
-CONDOMINIUM REGIME-
BEING A RESUBDIVISION OF 18.48 ACRES OF LAND, MORE OR LESS, SITUATED IN THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS, OUT OF FARM TRACT 1030, WEST AND ADAMS TRACT SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS OF HIDALGO COUNTY, TEXAS

Plat Scale: 1"=60' JOB # 1281.004
Date: July 28, 2022
Drawn by: J.d'Z.

A Texas Registered Engineering Firm F-9688

AEC ENGINEERING, LLC.
Agricultural * Environmental * Civil
P.O. Box 480 Office: (956) 380-6558
Edinburg, Texas 78540 Fax: (956) 380-6110
www.aecengineering.net

PRINCIPAL CONTACTS:			
CITY:	WESLACO	255 KANSAS AVE., WESLACO, TX 78596	PHONE: (956) 968-3181
OWNER:	MIGUEL BRITO	2015 N. SHARY RD., SUITE 2, MISSION, TX 78572	PHONE: (956) 540-5557
ENGINEER:	CARLOS GARZA, P.E.	P.O. BOX 480, EDINBURG, TX 78540	PHONE: (956) 380-6558, FAX: (956) 380-6110
SURVEYOR:	JOSE MARIO GONZALEZ, R.P.L.S.	24593 F.M. 88, MONTE ALTO, TX 78538	PHONE: (956) 380-5154, FAX: (956) 380-5156



LAW OFFICE OF
JUAN E. GONZALEZ

3110 E. Bus. 83, Weslaco, Texas 78596
TEL: (956) 447-5585
Fax: (956) 447-8637
email: juanegonzalez@jeglaw.net

EXHIBIT "B"

October 17, 2023

North Alamo Water Supply Corporation
420 S. Doolittle Road
Edinburg, Texas 78539-9078

Re: Purchase of Area of Service
Dated as of July 19, 2023
Between North Alamo Water Supply
Corporation and City of Weslaco,
Hidalgo County, Texas

Ladies and Gentlemen:

Be advised that I represent the City of Weslaco, hereinafter referred to as "Purchaser", as General Counsel. I have examined an executed counterpart of the Agreement for Buyout of Service Areas dated September 12, 2023 (Agreement) between Purchaser and North Alamo Water Supply Corporation (Seller) and all other documents pertaining to the Agreement. I have a current policy of insurance which is of the amount and character required by the Agreement.

Based upon my examination of these and other documents, records and papers and matters of fact and law as I deem to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Seller and any subsequent assignee of Seller's interest may rely it is my opinion that:

1. Purchaser is a home rule municipal corporation and a fully constituted political subdivision thereof, duly organized and existing under the Constitution and laws of the State of Texas and is authorized by such Constitution and laws to enter into the transaction contemplated by Agreement and to carry out its obligations thereunder.
2. The Agreement and all other documents contemplated by the Agreement have been duly authorized, executed and delivered by Purchaser, and constitutes the legal, valid and binding obligations of Purchaser, enforceable according to its terms against Purchaser.
3. The person or persons who have executed and delivered the Agreement and all other documents contemplated by the Agreement were authorized to do so on behalf of

Purchaser.

4. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Purchaser of the Agreement and the transactions contemplated thereby and Purchase has sufficient appropriations or other funds available to pay all amount due under the Agreement for the current fiscal year.

5. No litigation of any nature is now pending or, to my knowledge, threatened, challenging the authority of Purchaser to enter into, or seeking to restrain or enjoin the execution or performance by Purchaser of the Agreement. I am not aware of any fact or circumstances which would give rise to any litigation, action, suit or proceeding relating to or potentially adversely affecting the ability of the Purchaser to perform its obligations under the Agreement.

6. The execution and delivery of the Agreement for the Buyout of Service Area and the compliance with the provisions thereof by Purchaser and the consummation by Purchaser of the transactions contemplated thereby under the circumstances contemplated thereby, do not in any material respect conflict with or constitute on the part of Purchaser a breach of or default under any agreement or other instrument to which Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which Purchaser is subject.

7. The authorization, approval and execution of the Agreement, and all other documents contemplated by the Agreement and all other proceedings of the Purchaser related to the transactions therein and contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws, and all other applicable laws of the State of Texas.

Sincerely,

Juan E. Gonzalez

RESOLUTION NO. 2023-
XX

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, APPROVING A WATER CCN AREA, FACILITIES AND CUSTOMERS TRANSFER AGREEMENT BY AND BETWEEN THE CITY OF WESLACO, TEXAS AND NORTH ALAMO WATER SUPPLY CORPORATION, FOR THE TRANSFER OF WATER SERVICE AREA, FACILITIES AND CUSTOMERS FOR AREA WITHIN THE CITY LIMITS OF WESLACO; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION TO COMPLY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The proposed Water CCN Area, Facilities and Customers Transfer Agreement by and between the City of Weslaco, Texas and North Alamo Water Supply Corporation is hereby approved.

SECTION 2. A substantial copy of the Agreement is attached hereto as Exhibit “C” and incorporated herein for reference.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED on this 17th day of October 2023.

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

RESOLUTION NO. 2023-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, APPROVING A WATER CCN AREA, FACILITIES AND CUSTOMERS TRANSFER AGREEMENT BY AND BETWEEN THE CITY OF WESLACO, TEXAS AND NORTH ALAMO WATER SUPPLY CORPORATION, FOR THE TRANSFER OF WATER SERVICE AREA, FACILITIES AND CUSTOMERS FOR AREA WITHIN THE CITY LIMITS OF WESLACO; AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION TO COMPLY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The proposed Water CCN Area, Facilities and Customers Transfer Agreement by and between the City of Weslaco, Texas and North Alamo Water Supply Corporation is hereby approved.

SECTION 2. A substantial copy of the Agreement is attached hereto as Exhibit "C" and incorporated herein for reference.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED on this 17th day of October 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: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7022	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Tortilleria & Carniceria Progreso, LLC. to approve a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit, at 2717 W Business 83 also being Lot 6 Blk 1, Westview Estates Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage retail Dealer's Off Premise Permit. Twenty (20) property owners within 200 feet of the applicant's property were notified by letter on September 22, 2023.			
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 20, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of October 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the Conditional Use permit.			
Attachments, if any: CUP-2717 W Business 83 -Memo, 2717 W Business 83-Application, Notice and Radius map, 2717 W Business 83-Aerial			
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: CUP- 2717 W Business 83

DATE: October 10 2023

The applicant is proposing to obtain a permit to operate an Tortilleria at the proposed location. This location already is zoned B-2 Secondary and Highway Business District and is currently nearing the end of construction. The Planning & Zoning recommended approval of the conditional use permit. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR CONDITIONAL USE PERMIT

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. USE-000015-2023

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 6 Block 1

Subdivision Name WESTVIEW ESTATES SUBDIVISION

Street Address 2717 W Business 83, Weslaco, TX 78599

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request Meat Market selling wine & beer to go

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

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

APPLICANT

Name Tortilleria & Carniceria Progreso, LLC Phone 956-246-8898

Address 3404 Rosewood Drive Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: raul_ugalde@hotmail.com

OWNER

Name Tortilleria & Carniceria Progreso, LLC Phone 956-246-6898

Address 3404 Rosewood Drive Fax: _____

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

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

Yes _____ No X

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

Signature [Signature] Date 07/17/2023
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent

Accepted By _____	CITY OF WESLACO 956-968-3181 ***** REPRINT RECEIPT*****	Date Paid _____
Notice of Public Hearing 200' of Proposed Site	REC#: 03071142 8/25/2023 3:12 PM OPER: SS TERM: 040 REF#:	Date _____
P & Z Notice of Public Hearing	PAID BY:	Date _____
City Commission Notice in Newspaper	ACCT #: XXXX-XXXX-XXXX-7549 AUTH #: 046735 TRAN #: 000000003474 TYPE: PURCHASE	Date _____
Presented to P & Z Commission Approved _____ Disapproved _____	TRAN: 800.0000 ENERGY PAYMENT INV-00014702 305.00CR TORTILLERIA & CARNICERIA PROGR CAINVOICEFEE 300.00CR CAINVOICEFEE 5.00CR	Date _____
Presented to City Commission Approved _____ Disapproved _____	TENDERED: 305.00 CREDIT CARD APPLIED: 305.00- CHANGE: 0.00	Date _____

STATEMENT for Request of a Conditional Use Permit for a Meat Market& Tortilleria

Tortilleria & Carniceria Progreso, LLC D/B/A Tortilleria & Carniceria Progreso

2717 W Business 83, Weslaco, Texas 78599

(956) 956-246-8898

Tortilleria & Carniceria Progreso is owned by Tortilleria & Carniceria Progreso, LLC operated by Raul Ugalde d/b/a Tortilleria & Carniceria Progreso located at 2717 W Business 83, Weslaco, Hidalgo County, Texas 78599

This Meat Market will be managed by Raul Ugalde who is the Managing Member of this business.

The Business will operate seven days a week and will be open:

Monday to Sunday 07:00 AM till 12:00 Midnight

We will employ approximately six (6) employees including wait staff, cashiers, and janitorial staff.

We feel we operate a First-Class Meat Market & Tortilleria with top quality meats and tortillas and we have built a new building affording a comfortable atmosphere resulting in a professional and positive shopping experience. Customers, Family, Friends, and guests can visit our facility to enjoy our new building. Our store will offer Domestic and Imported Beer, Wine and Wine Coolers, Beverage refreshments, cold bottled water, mineral water, and different various snacks.

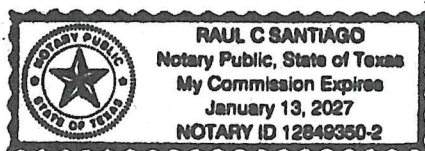
All our Alcoholic Beverage sales will be to go only with No on-premise consumption permitted on our property.

We will have adequate parking for our guests.

Raul Ugalde

Before me, the undersigned authority, on this 21 day of August, 2023, the person whose name is signed to the forgoing document personal appeared and duly sworn by me, states under oath that he has read the said document and that all the facts therein set forth are true and correct.

Notary Public in and for the state of Texas





TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

OFF-PREMISE PREQUALIFICATION PACKET

L-OFF (10/2020)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13
All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for: ☒ Original
☐ Reinstatement ☐ Reinstatement and Change of Trade Name License/Permit Number _____
☐ Change of Location ☐ Change of Location and Trade Name License/Permit Number _____

2. Type of Off-Premise License/Permit

- | | |
|--|---|
| ☒ BQ Wine and Beer Retailer's Off-Premise Permit | ☐ LP Local Distributor's Permit |
| ☐ BF Beer Retail Dealer's Off-Premise License | ☐ E Local Cartage Permit |
| ☐ P Package Store Permit | ☐ ET Local Cartage Transfer Permit |
| ☐ Q Wine Only Package Store Permit | ☐ PS Package Store Tasting Permit |

3. Indicate Primary Business at this Location

- | | |
|---|--|
| ☐ Grocery/Market | ☐ Convenience Store without Gas |
| ☐ Liquor Store | ☒ Miscellaneous <u>Meat Market</u> |
| ☐ Convenience Store with Gas | |

4. Trade Name of Location (Name of store, business, etc.)

Tortilleria & Carniceria Progreso

5. Location Address

2717 W Business 83

City
Weslaco

County
Hidalgo

State
TX

Zip Code
78599

6. Mailing Address

3404 Rosewood Drive

City
Weslaco

State
TX

Zip Code
78599

7. Business Phone No.

956-246-8898 (cell)

Alternate Phone No.

E-mail Address

raul_ugalde@hotmail.com

OWNER INFORMATION

8. Type of Owner

- | | | |
|--|---|---|
| ☐ Individual | ☐ Corporation | ☐ City/County/University |
| ☐ Partnership | ☒ Limited Liability Company | ☐ Other _____ |
| ☐ Limited Partnership | ☐ Joint Venture | |
| ☐ Limited Liability Partnership | ☐ Trust | |

9. Owner of Business /Applicant (Name of Corporation, LLC, etc.)

Tortilleria & Carniceria Progreso, LLC

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your permit/license.

10. Contact Person: Raul Ugalde

Relation to Business: Managing Member

Phone (mandatory): 956-246-8898

Email (mandatory): raul_ugalde@hotmail.com

TABC DATESTAMP

11. Is the applicant, a veteran-owned business? ☐ Yes ☒ No			
12. Is the applicant, a Historically Underutilized Business (HUB)? ☐ Yes ☒ No			
13. As indicated on the chart, enter the individuals that pertain to your business type: (For additional space, use Form L-OIC)			
Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name Ugalde	First Name Raul	MI	Title Managing Member
Last Name Acosta	First Name Gabriella	MI	Title Managing Member
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et. seq.

14. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No	
NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.	
15. Will your business be located within 300 feet of any private/public school? ☐ Yes ☐ No	
NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.	
NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.	
16. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No	
17. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No	

PACKAGE STORE ACQUISITIONS ONLY

18. Has the business being acquired been in operation in the same county for more than one year before the acquisition? ☐ Yes ☐ No	
If Yes, provide permit number for existing package store: _____	
If No, this does not qualify as an acquisition, and will be considered a new location.	

ALL APPLICANTS

19. CHECK HERE IF NOT IN CITY LIMITS ☐	
I, the applicant, have confirmed the location is not located within city limits, therefore city certifications are not required.	

COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION

Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.

All required forms have been completed. I have reviewed all forms to ensure they are complete. I have obtained all required local and state certifications (pages 3-4). All application packets have been notarized. Phone numbers and email address for Contact Person are up to date. All additional documentation as required by the application packets is attached If required, out of state criminal history checks are attached (PHS #7). Certification of publication in local newspaper has been completed (page 5). A copy of the newspaper publication is attached (page 5).	<table style="width: 100%;"> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☐ Yes ☐ No ☐ N/A</td></tr> <tr><td>☒ Yes ☐ No ☐ N/A</td></tr> <tr><td>☒ Yes ☐ No ☐ N/A</td></tr> </table>	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No ☐ N/A	☒ Yes ☐ No ☐ N/A	☒ Yes ☐ No ☐ N/A
☒ Yes ☐ No										
☒ Yes ☐ No										
☒ Yes ☐ No										
☒ Yes ☐ No										
☒ Yes ☐ No										
☒ Yes ☐ No										
☐ Yes ☐ No ☐ N/A										
☒ Yes ☐ No ☐ N/A										
☒ Yes ☐ No ☐ N/A										

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner

Corporation/Officer

Partnership/Partner

Limited Liability Company/ Officer or Manager

Limited Partnership/General Partner

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who knowingly makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT
NAME Raul Ugalde

SIGN
HERE *[Signature]*

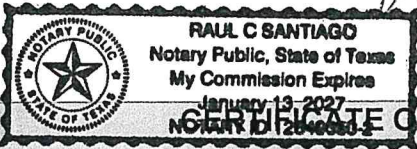
TITLE Managing Member

Before me, the undersigned authority, on this 17TH day of JULY, 2023, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE *Raul C. Santiago*

NOTARY PUBLIC

SEAL



CERTIFICATE OF CITY SECRETARY FOR P, Q, BF & BQ

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN
HERE _____

City-Secretary/Clerk

City _____

TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK FOR P, Q & BF

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the county clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by order.

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

OR

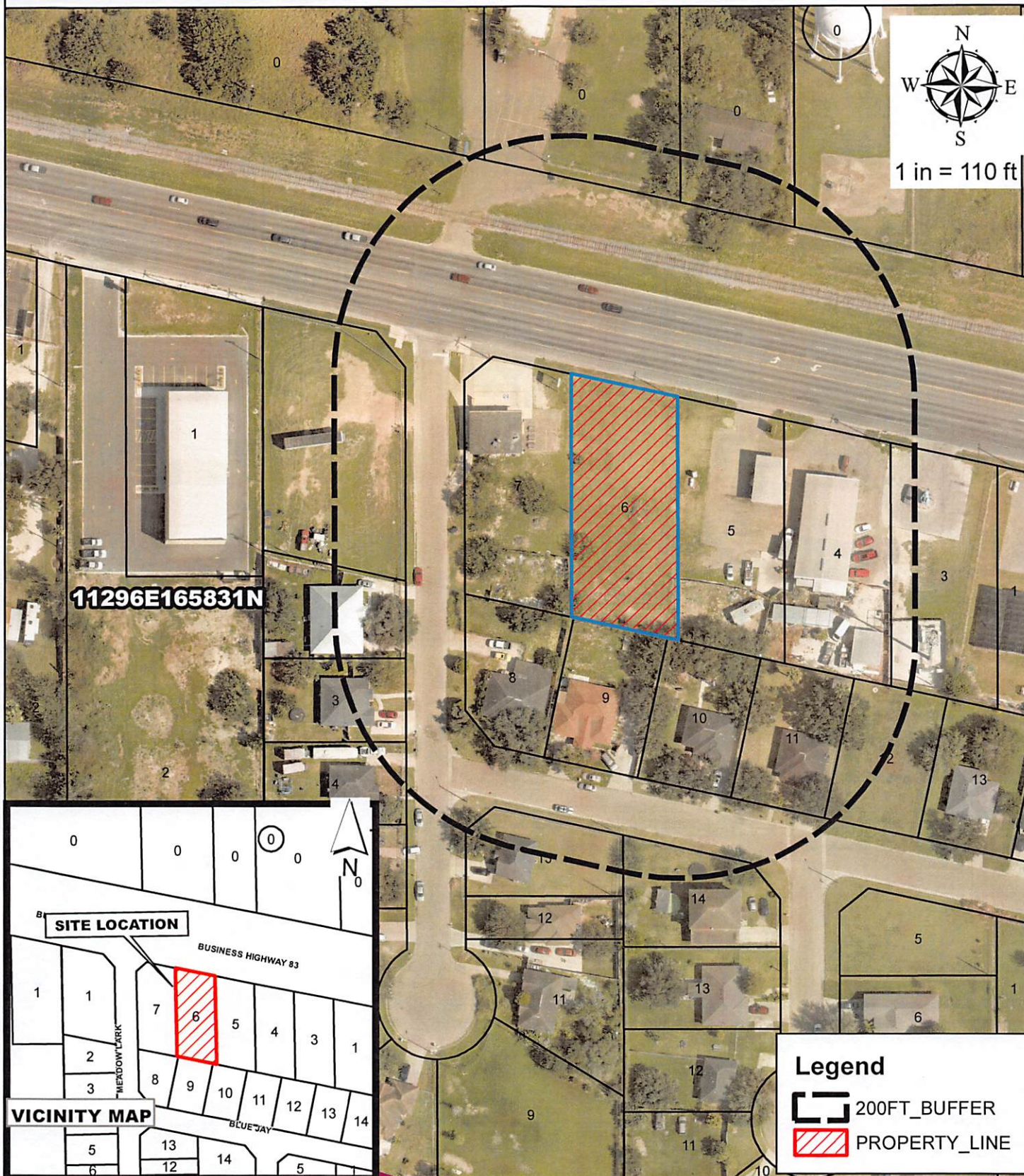
☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN
HERE _____

County Clerk

COUNTY _____

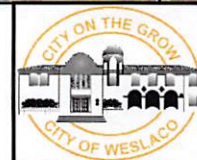
SEAL



Tortilleria&Carniceria Progresso, LLC
2717 W Bus 83
Westview Estates Blk1 Lot 6

Purpose for the CUP Request

Existing zoning: B-2
Existing land use: Vacant Land
CUP Request: TABC



AUG 25, 2023

DOMAIN DEVELOPMENT CORP 100 E NOLANA STE 130 MCALLEN, TX 78504-2670	W3800-00-163-0000-00 WEST TRACT N1166.80'-E1120' FT 163 09 AC NET 2 W PIKE BLVD	L: 70000 B: 0
IGLESIA BAUTISTA SAUL MATA & MONROE COMBS RR 1 BOX 9A WESLACO TX 78599	W3800-00-163-0000-01 WEST TRACT S672.27'-E383.56' AN IRR TR FT 163 3.95AC NET 0 MILANOS RD	L: 246140 B: 192028
CHRISTIAN MINISTRIES OF THE PO BOX 1290 WESLACO TX 78599	W3800-00-163-0000-04 WEST TRACT 2.39AC-E3.91AC-W10AC FT 0 US BUS 83	L: 89379 B: 151078
JUAREZ JUANA 2610 N BUSINESS 83 WESLACO TX 78596	W3800-00-163-0000-05 WEST TRACT 1.52AC-W10AC-S16.29AC FT 2610 US BUS 83	L: 54864 B: 37568
CHAPA RAQUEL 1852 N MILE 6 1/2 W WESLACO TX 78599	W4350-00-001-0003-00 WESTVIEW ESTATES LOT 3 BLK 1 2617 W BUS HWY 83	L: 113022 B: 13855
MIRELES JAIME & ROSA V 2701 WEST BUSINESS 83 WESLACO TX 78596	W4350-00-001-0004-00 WESTVIEW ESTATES LOT 4 BLK 1 2701 W BUS HWY 83	L: 107371 B: 101498
MIRELES JAIME & ROSA V 2701 WEST BUSINESS 83 WESLACO TX 78596	W4350-00-001-0005-00 WESTVIEW ESTATES LOT 5 BLK 1 2709 W BUS HWY 83	L: 107371 B: 19026
TORTILLERIA & CARNICERIA 3404 ROSEWOOD DR WESLACO TX 78599	W4350-00-001-0006-00 WESTVIEW ESTATES LOT 6 BLK 1 2717 W BUS HWY 83	L: 113022 B: 0
CABRERA ZACARIAS & SAN JUANA 420 E MILE 10 N WESLACO, TX 78599-8679	W4350-00-001-0007-00 WESTVIEW ESTATES LOT 7 BLK 1 2721 W BUS HWY 83	L: 113124 B: 27223
CASTILLO ESMERALDA MARICELA MUNIZ 2714 BLUEJAY ST WESLACO TX 78596	W4350-00-001-0008-00 WESTVIEW ESTATES LOT 8 BLK 1 2714 BLUE JAY DR	L: 27665 B: 105840
GRAHAM A PO BOX 951 WESLACO TX 78599	W4350-00-001-0009-00 WESTVIEW ESTATES LOT 9 BLK 1 2710 BLUE JAY DR	L: 25663 B: 111256
ARIAS MARIA TOMASA 2706 BLUE JAY WESLACO TX 78596	W4350-00-001-0010-00 WESTVIEW ESTATES LOT 10 BLK 1 2706 BLUE JAY DR	L: 25663 B: 86023

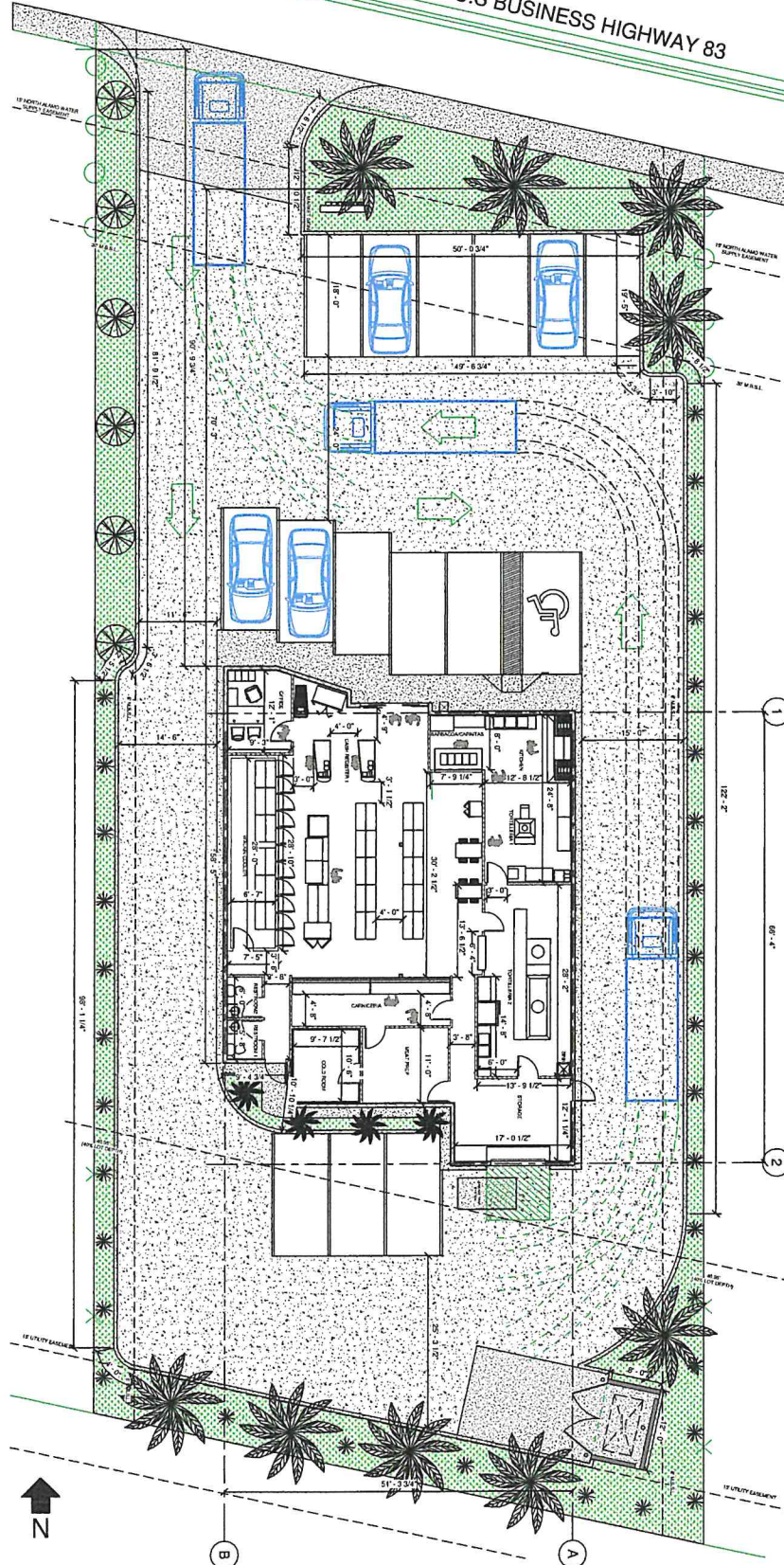
AUG 25, 2023

LOPEZ ELOY ELI II 2702 BLUEJAY ST WESLACO TX 78596	W4350-00-001-0011-00 WESTVIEW ESTATES LOT 11 BLK 1 2702 BLUE JAY DR	L: 25663 B: 80879
TAMAYO CLEMENTE ET AL 6565 SPENCER HWY #914 PASADENA TX 77505	W4350-00-001-0012-00 WESTVIEW ESTATES LOT 12 BLK 1 2614 BLUE JAY DR	L: 25663 B: 0
GOMEZ-HERMOSILLO JORGE A & 2719 TESORO DR WESLACO TX 78596	W4350-00-002-0001-00 WESTVIEW ESTATES LOT 1 BLK 2 2729 W BUS HWY 83	L: 149046 B: 0
SANCHEZ MARIA V 217 MEADOW LARK DR WESLACO TX 78596	W4350-00-002-0002-00 WESTVIEW ESTATES LOT 2 BLK 2 217 MEADOW LARK CIR	L: 27671 B: 110525
HERRERA JOSE RICARDO 209 MEADOW LARK DR WESLACO TX 78596	W4350-00-002-0003-00 WESTVIEW ESTATES LOT 3 BLK 2 209 MEADOW LARK CIR	L: 24780 B: 88683
SUMMERS JOHN Jr 205 MEADOW LARK DR WESLACO TX 78596	W4350-00-002-0004-00 WESTVIEW ESTATES LOT 4 BLK 2 205 MEADOW LARK CIR	L: 24780 B: 27154
GONZALES SANDRA 719 BERKLEY PLAZA IRVING TX 75061	W4350-00-002-0013-00 WESTVIEW ESTATES LOT 13 BLK 2 206 MEADOW LARK DR	L: 24689 B: 46203
IBARRA ANSELMO & MARIBEL PO BOX 871 DONNA TX 78537	W4350-00-003-0014-00 WESTVIEW ESTATES LOT 14 BLK 3 205 MEADOW LARK CIR	L: 27117 B: 100216

2 L.F.
1/8" = 1'-0"

U.S BUSINESS HIGHWAY 83

U.S BUSINESS HIGHWAY 83



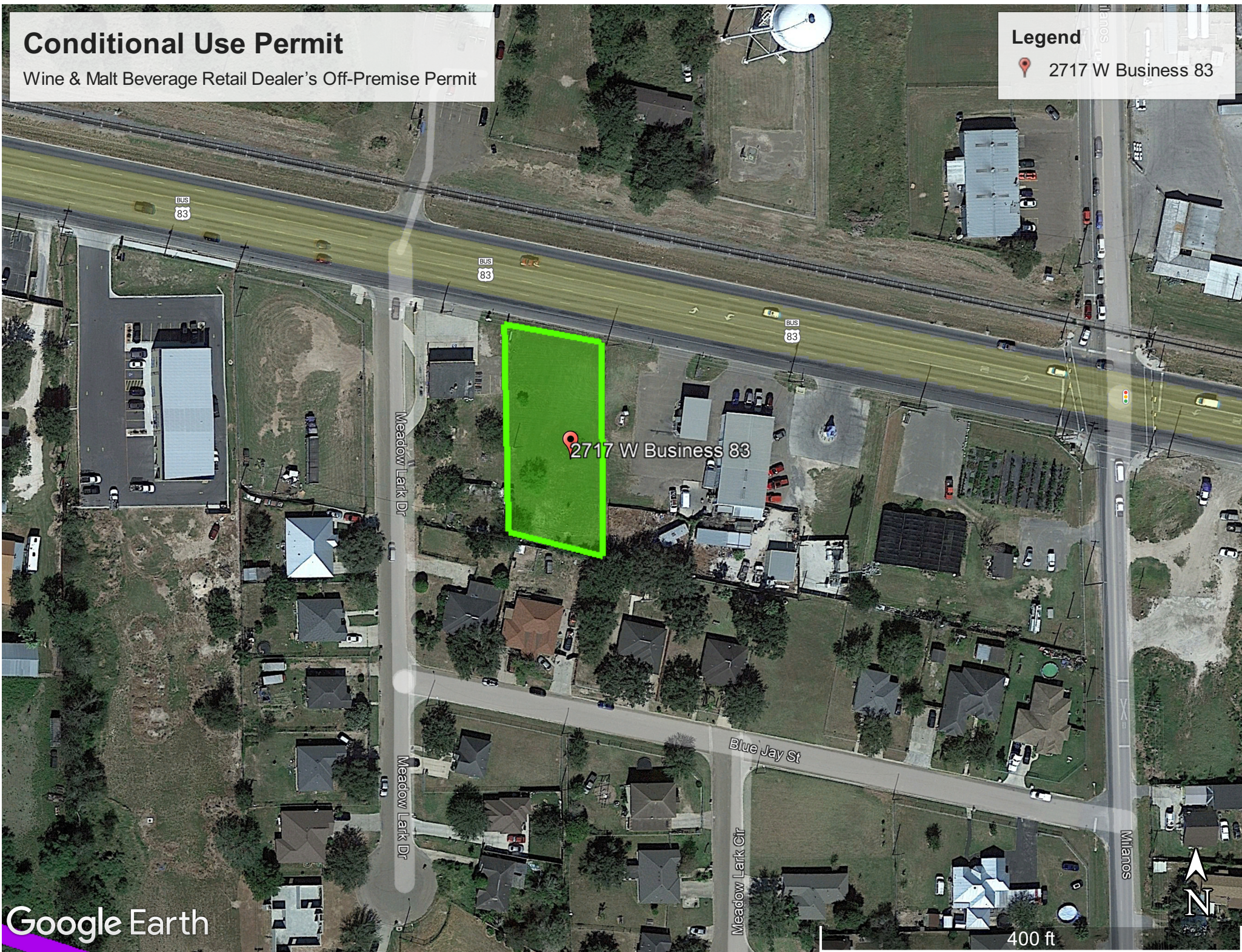
SHEET: A.01	DATE: 6/8/2023 3:17:15 PM	PROJECT: MEAT MARKET	TITLE: FLOOR PLAN	<table border="1"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> <th>BY</th> <th>CHKD.</th> </tr> </thead> <tbody> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td><td></td><td></td></tr> 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The designer, engineer, architect and other reserved rights, in addition to the copyright.
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Conditional Use Permit

Wine & Malt Beverage Retail Dealer's Off-Premise Permit

Legend

 2717 W Business 83





Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7023	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing on behalf of Alex Valdez to approve a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit at 2517 N Texas Blvd. also being Lot 5, Block 1, Tejas Development Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Malt Beverage Retailer's On- Premise Permit. Twenty-one (21) property owners within 200 feet of the applicant's property were notified by letter on September 22, 2023.			
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission appeared in The Monitor on September 20, 2023.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the Conditional Use at their regular meeting of October 4, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the Conditional Use permit.			
Attachments, if any: CUP-2517 N Texas Blvd -Memo, 2517 N Texas Blvd-Applications, Notice and Radius map, 2517 N Texas Blvd- Aerial			
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: CUP- 2517 N Texas Blvd

DATE: October 10 2023

The applicant is proposing to obtain a permit to sell on-premises wine and malt beverages at an the existing Quesomidilla Birria Restaurant. This location already is zoned B-2 Secondary and Highway Business District and is already operating as a restaurant. The Planning & Zoning recommended approval of the conditional use permit. Staff has not received any petitions for against this item from the surrounding property owners.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR CONDITIONAL USE PERMIT



The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm. Deadline to submit request is 30 days prior to the meeting.

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

FILE NO. USE-000811-2023

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 5 ~~AKK#~~ Block 1

Subdivision Name Texas development

Street Address 2517 N Texas Blvd, Weslaco, TX 78599

Existing Zoning city limits Existing Land Use Commercial-restaurant

Purpose for the Conditional Use Permit Request Alcohol license

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

N/A

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

APPLICANT

Name Alex valdez Phone 956-678-1978

Address 1717 N Nebraska Ave Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: guesmidilla@gmail.com

OWNER

Name quesomidilla LLC Phone 956-520-8011

Address 2517 N Texas Fax: _____

City Weslaco State TX Zip Code 78599 E-Mail: quesomidilla@gmail.com

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

Yes _____ No ✓

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

Signature [Signature] Date 08-23-23
Owner

Signature [Signature] Date 08-23-23
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

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

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

City Commission Notice of Public Hearing Published in Newspaper Date _____

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

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



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities



Document reference ID : 242677

Licensing Application Summary

You must review your application and confirm that the information displayed here is correct. Select **Review and Confirm** to continue and make the payment. If the information is not correct, select **Next** to return to the application, edit the data as needed and finalize the submission. If you need to store the application packet for your records, select **Download**.

Application ID: 242677
Applicant Name: Quesomidilla LLC
License Type applied for: Retail Dealer's On-Premise License (BE)

Entity Information

Business Structure: Limited liability company
FEIN/SSN Number: 883289451
Member Managed or Manager Managed: Member Managed
Historically Underutilized Business: No
Veteran-owned business: No
Fraternal Owned: No
Secretary of State Filing Number: 804559561
Date Filed: 5/25/2023
Filing State: TX

Initial Application Information

Authority Type: I am a principal or authorized user with binding authority
Prefix: Ms
Legal First Name: Tesla
Legal Middle Name: G
Legal Last Name: Ibarra

Email Address: TeslaIbarra@gmail.com

Phone Number: 956-355-8880

Principal Parties

Principal Parent Entity	Principal Party	Role	%Ownership
Quesomidilla LLC	Tesla Ibarra	Member	100

Basic Business information

Business/Trade Name: Quesomidilla LLC

What is your primary business at this location? Restaurant

Location's Phone Numbers

Business Phone Number 956-520-8011

Alternate Phone Number 956-355-8880

Location Address

Address: 2517 Texas Blvd N, Weslaco, TX, United States, Hidalgo 78599

Is your location within city limits? Yes

Mailing Address Information

Address: 2517 Texas Blvd N, Weslaco, TX, United States, Hidalgo 78599

Measurement Information

Measuring from the public entrance of your location along street lines and directly across intersections, will your location be within 1,000 feet of the nearest property line of a public or private school? No

Is a residential address or established neighborhood association located within 300 feet of any property line of your premises? Yes

Sixty Day Sign Requirements

Posted the 60 day sign: Yes

Date Posted: 5/26/2023

Projected Sales Information

Sales Year: 2023

Alcohol Sale: \$50,000.00

Food Sales: \$300,000.00

Total Sales: \$350,000.00

Property Ownership

Do you, the applicant, own the land, building, and/or warehouse at this proposed licensed location? No

Are you operating under? Lease

Franchise Agreement

Do you or anyone else at the location operate under a franchise agreement? No

Are there any agreements, exclusive of a franchise agreement, which involve alcohol in any way? No

Shared premise information

Do you share the premises with another business entity?

No

Property Ownership Details

Property Type	Property Ownership Type	Entity Name
Land and Building	Lessor	Quesomidilla LLC

Location Diagram

Will the license or permit
embrace the entire location
address?

Yes



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas Helping Businesses & Protecting Communities

CERTIFICATE OF CITY SECRETARY FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this _____ day of _____, _____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB** Mixed Beverage Restaurant Permit with Food and Beverage Certificate
(MB must also hold a Food and Beverage Certificate)
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Food and Beverage Certificate
(BG must also hold a Food and Beverage Certificate)
- ☐ **BG** Wine and Beer Retailer's Permit - **Election for given location was held for:**
☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- ☐ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BE/FB** Retail Dealer's On-Premise License with **required** Food and Beverage Certificate

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

City Secretary/Clerk



TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities

42,802

CERTIFICATE OF COUNTY CLERK FOR: (MB, BG & BE)

Section 11.37 & 61.37

Not later than the 30th day after the date a prospective applicant for a license or permit requests certification, the city secretary or clerk shall certify whether the location or address given in the request is in a wet area and whether the sale of alcoholic beverages for which the license or permit is sought is prohibited by ordinance.

I hereby certify on this 5th day of June, 2023, that the location for which the license/permit is sought is in a "wet" and is not prohibited by any valid order of the Commissioner's Court.

- ☐ **MB** Mixed Beverage Permit
- ☐ **MB/FB** Mixed Beverage Restaurant Permit with Required Food and Beverage Certificate
- ☐ **BG/FB** Wine and Beer Retailer's Permit with Required Food and Beverage Certificate
- ☐ **BG** Wine and Beer Retailer's Permit - Election for given location was held for:
☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999
- ☒ **BE** Beer Retail Dealer's On-Premise License
- ☐ **BE/FB** Retail Dealer's On-Premise License with required Food and Beverage Certificate

OR

☐ I hereby refuse on this _____ day of _____, 20____ to certify this location.

SIGN HERE

ARTURO GUAJARDO, JR.

County Clerk

HIDALGO

County

By: [Signature]

SEAL





TEXAS ALCOHOLIC
BEVERAGE COMMISSION
Texas Helping Businesses & Protecting Communities

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATES

I hereby certify on this 23rd day of August, 2023, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32084528002

Outlet Number 00001

Print Name of Comptroller Employee Esther Guajardo

Print Title of Comptroller Employee Tax Compliance Officer

SIGN HERE

EGuajardo
Comptroller Representative

Brownsville, TEXAS
City

SEAL



**TEXAS ALCOHOLIC
BEVERAGE COMMISSION**
Texas Helping Businesses & Protecting Communities

PUBLISHER'S AFFIDAVIT

Name of newspaper

City, County

Dates notice published in daily/weekly newspaper
(MM/DD/YYYY)

Publisher or designee certifies attached notice was published in newspaper stated on dates shown

Signature of publisher or designee

Sworn to and subscribed before me on this date

Signature of Notary Public

S E A L

ATTACH PRINTED COPY OF THE NOTICE



Hidalgo County Clerk
Arturo Guajardo Jr.
P.O. Box 58
Edinburg, Texas 78540

Main: (956) 318-2100

Fax: (956) 318-2105

ORIGINAL COPY

Receipt No: 20230605000320

Date: 06/05/2023

Time: 02:59PM

Deputy Clerk: Imelda Leal

Station: CH-1-CC-K27

Issued To: Tesla Ibarra

2517 N. Texas Blvd

Weslaco, TX 78599

Recording Fees

Item No.	Item	Document No.	Serial No.	GF Number	Amount
1	Alcohol-Wine Beer				\$11.00

Collected Amounts

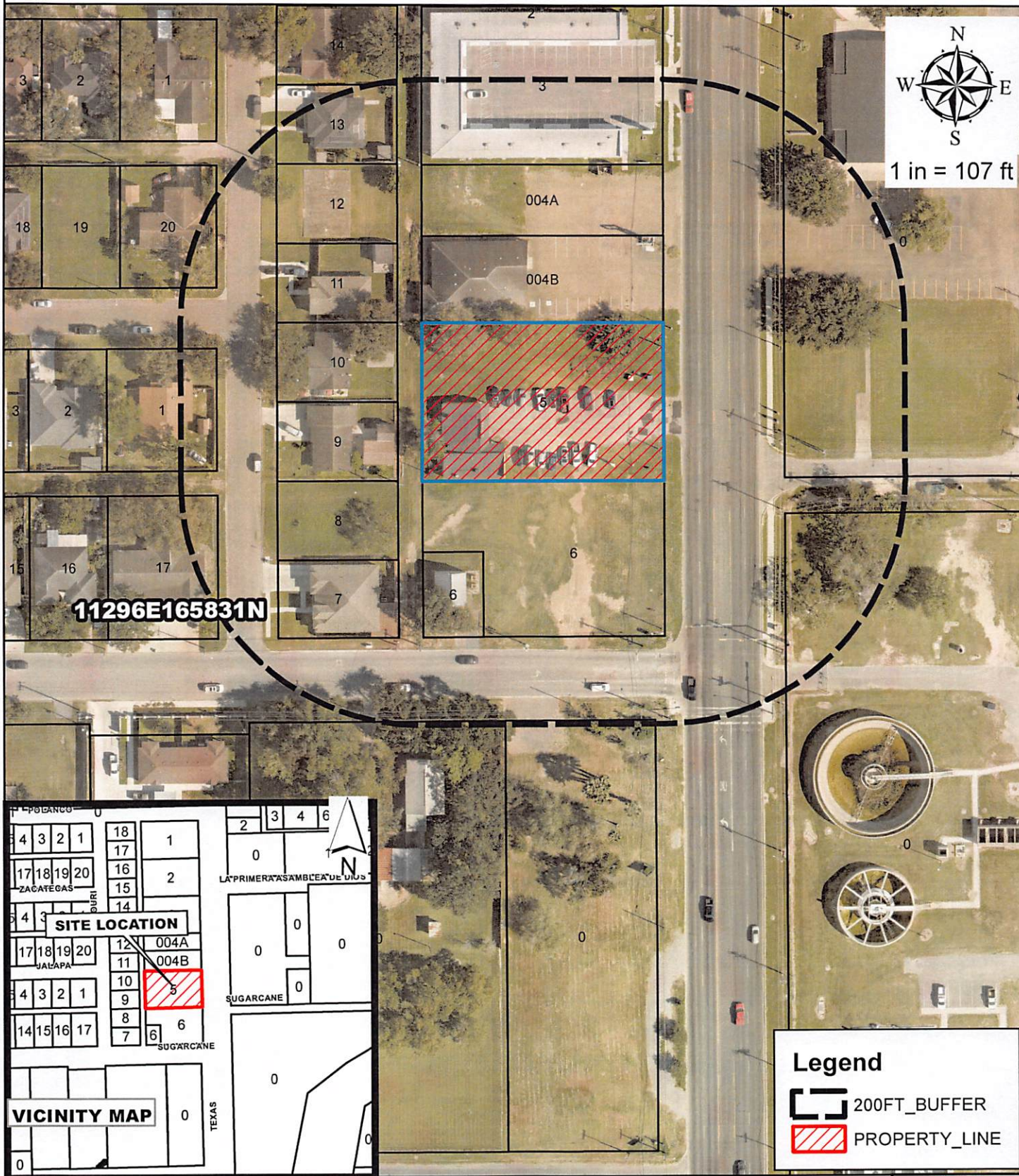
Item No.	Payment	Transaction Id	Comment	Amount
1	Cash	tabc 42,802 (BE)	956-355-8880	\$20.00

Total Received: \$20.00

Order Total: \$11.00

Refund Due: \$-9.00

Thank you.



1 in = 107 ft

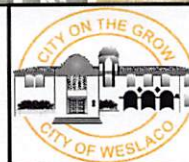
Legend

- 200FT_BUFFER
- PROPERTY_LINE

ALEX VALDEZ
2517 N Texas Blvd
Tejas Development Blk1 Lt 5

Purpose for the CUP Request

Existing zoning: B-2
 Existing land use: Restaurant
 CUP Request: TABC



AUG 25, 2023

SMART STAR PROPERTIES LTD PO BOX 3606 BROWNSVILLE TX 78523	T1200-00-001-0003-00 TEJAS DEVELOPMENT LOT 3 BLK 1 2611 N TEXAS BLVD	L: 195000 B: 549129
DE LA GARZA NORMA E JOSE OMAR ESCOBAR 1632 E BUSINESS 83 WESLACO TX 78596	T1200-00-001-0005-00 TEJAS DEVELOPMENT LOT 5 BLK 1 2517 N TEXAS BLVD	L: 195000 B: 54193
SEGUNDO MARIA ELVIA 610 CLIFFORD DR WESLACO, TX 78596-6724	T1200-00-001-0006-00 TEJAS DEVELOPMENT LOT 6 BLK 1 EXC 2505 N TEXAS BLVD	L: 165750 B: 0
GENERAL TELEPHONE COMPANY PO BOX 152206 IRVING TX 75015	T1200-00-001-0006-05 TEJAS DEVELOPMENT S70'-W50' LOT 6 2505 N TEXAS BLVD	L: 17500 B: 27033
CAVAZOS MICHAEL 2504 N MISSOURI AVE WESLACO TX 78599	T1200-00-001-0007-00 TEJAS DEVELOPMENT LOT 7 BLK 1 2504 N MISSOURI AVE	L: 26560 B: 218710
TREVINO EDUARDO 3203 LLAVE ST WESLACO TX 78596	T1200-00-001-0008-00 TEJAS DEVELOPMENT LOT 8 BLK 1 2510 N MISSOURI AVE	L: 26975 B: 0
OZUNA EPHRAIM & MARIA ELENA 2514 N MISSOURI WESLACO TX 78599	T1200-00-001-0009-00 TEJAS DEVELOPMENT LOT 9 BLK 1 2514 N MISSOURI AVE	L: 26975 B: 78845
GARCIA RICARDO JR 2520 N MISSOURI AVE WESLACO TX 78599	T1200-00-001-0010-00 TEJAS DEVELOPMENT LOT 10 BLK 1 2520 N MISSOURI AVE	L: 26975 B: 54947
OCHOA MARIO 2526 N MISSOURI AVE WESLACO TX 78599	T1200-00-001-0011-00 TEJAS DEVELOPMENT LOT 11 BLK 1 2526 N MISSOURI AVE	L: 26975 B: 126730
FAZ RAMIRO & GLENDELIA 316 JALAPA ST WESLACO TX 78599	T1200-00-001-0012-00 TEJAS DEVELOPMENT LOT 12 BLK 1 2604 N MISSOURI AVE	L: 26975 B: 9234
GARCES GAMALIEL GARZA 1427 EL CAMINO DR WESLACO TX 78599	T1200-00-001-0013-00 TEJAS DEVELOPMENT LOT 13 BLK 1 2610 N MISSOURI AVE	L: 26975 B: 94619
MALDONADO CARLOS 2115 N MISSOURI AVE WESLACO TX 78599	T1200-00-001-0014-00 TEJAS DEVELOPMENT LOT 14 BLK 1 2614 N MISSOURI AVE	L: 26975 B: 77496

AUG 25, 2023

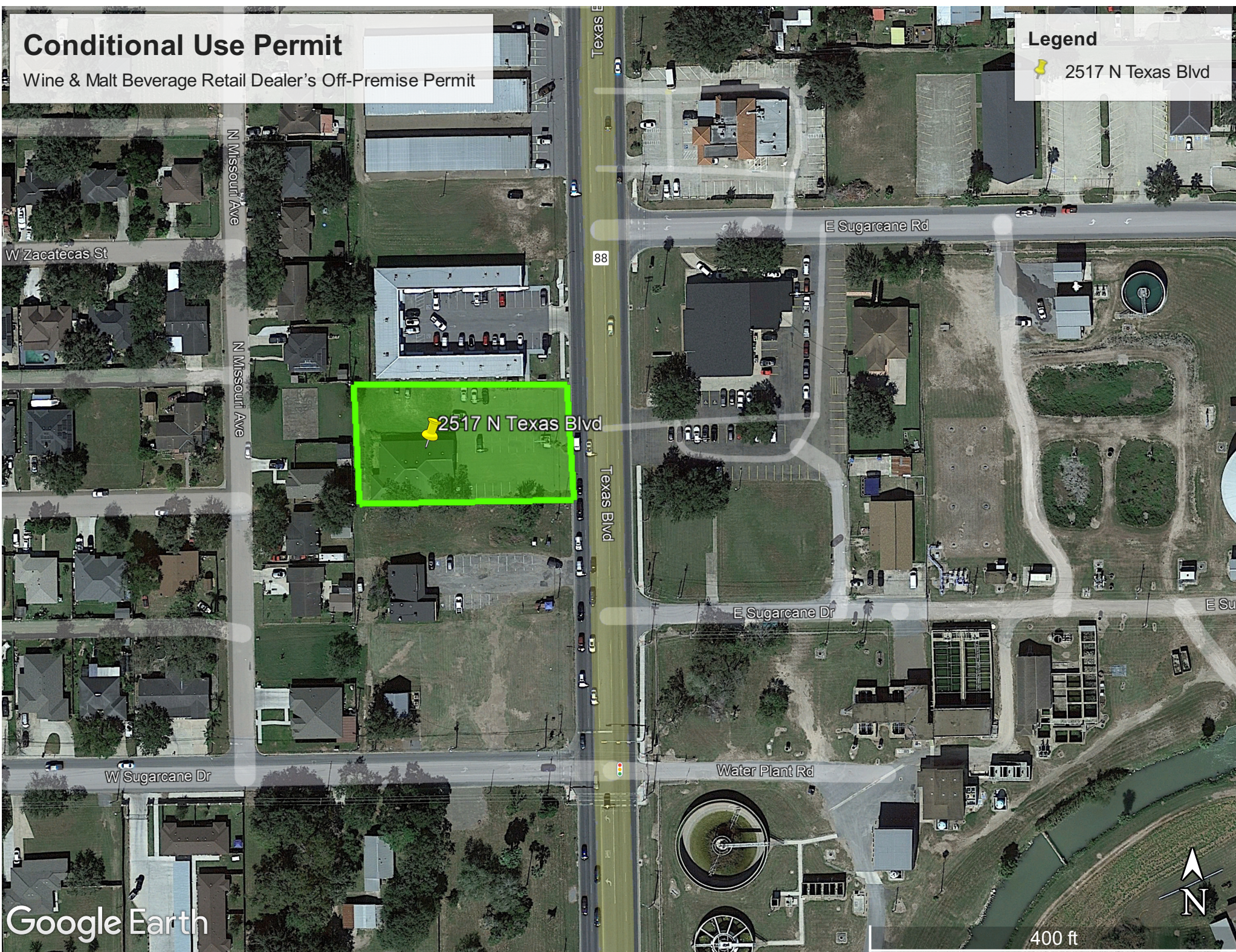
SMART STAR PROPERTIES LTD PO BOX 3606 BROWNSVILLE TX 78523	T1200-00-001-004A-00 TEJAS DEVELOPMENT LOT 4A BLK 1 2605 N TEXAS BLVD	L: 87750 B: 7068
ARREDONDO GUADALUPE 321 E MESQUITE ST WESLACO TX 78596	T1200-00-001-004B-00 TEJAS DEVELOPMENT LOT 4B BLK 1 2601 N TEXAS BLVD	L: 107250 B: 86545
RODRIGUEZ ELODIA 210 JALAPA ST WESLACO TX 78599	T1200-00-003-0020-00 TEJAS DEVELOPMENT LOT 20 BLK 3 210 JALAPA ST	L: 33200 B: 67845
SIERRA ALICIA 211 JALAPA ST WESLACO TX 78599	T1200-00-004-0001-00 TEJAS DEVELOPMENT LOT 1 BLK 4 211 JALAPA ST	L: 37827 B: 72203
GARCIA SERGIO & YOLANDA 210 W SUGAR CANE DR WESLACO TX 78599	T1200-00-004-0017-00 TEJAS DEVELOPMENT LOT 17 BLK 4 210 W SUGAR CANE DR	L: 42947 B: 147325
CITY OF WESLACO 255 S KANSAS AVE WESLACO TX 78596	W3800-00-028-0000-01 WEST TRACT FT 28 23.36AC EXC EXC AN IRR TR S617.25'-W191.13' (A/K/A	L: 1788627 B: 336005
GUERRA FUNERAL HOME OF PO BOX 72 WESLACO TX 78599	W3800-00-107-0000-02 WEST TRACT S389'-W268.80' FT 107 NET 201 WATER ST	L: 413820 B: 174779
GVVNCR PROPERTIES LLC 3909 LA HACIENDA WESLACO, TX 78596-8527	W3800-00-117-0000-00 WEST TRACT N394'- E184' FT 117 101 W SUGARCANE DR	L: 349568 B: 5076
WILSON STEVE R 301 W STEVE DR WESLACO TX 78599	W3800-00-117-0000-12 WEST TRACT W212'-E396'-N396' FT 117 121 W SUGAR CANE DR	L: 104500 B: 62692

Conditional Use Permit

Wine & Malt Beverage Retail Dealer's Off-Premise Permit

Legend

 2517 N Texas Blvd





Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7049	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Pleasantview Terrace Subdivision being 27.498 acre out North 100 feet of the South 280 feet of South 15 acres of Farm Tract 20, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1100 ft North of Bus. 83 on the west side of Pleasantview Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed eighty-five (85) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer by City of Weslaco through an 8" sewer line. The property is within a Flood Zone "X". Applicant is requesting a variance for off-site drainage and has provided drainage letters of support.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting of September 6, 2023.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of Final Plat and compliance with the ordinance on the variance.			
Attachments, if any: Pleasantview terrace- Memo, Pleasantview terrace-Applications, Drainage Report and Legal Documents, Pleasantview Terrace - Aerial, Pleasantview Terrace -Plat			
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

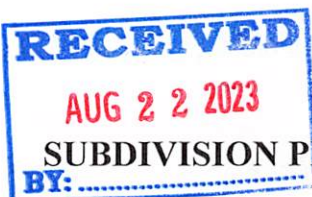
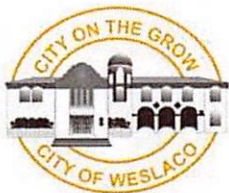
RE: Pleasantview terrace- - Final Plat

DATE: October 11, 2023

The proposed use for the 85-lot subdivision is for four plex apartment type use and is located inside the city limits of Weslaco. The developer has requested a variance to allow for Off-site drainage and has provided the two letters of support from the irrigation district and the drainage district. The subdivision will be provided with water and sanitary sewer by the City of Weslaco. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



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. PLA1-000509-2023

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: Pleasantview Terrace

Location: Pleasantview Rd. between Business 83 and Interstate 2

Legal Description: 27.498 ACRES OUT OF THE FOLLOWING TRACTS; THE NORTH 100 FEET OF THE SOUTH 280 FEET OF THE SOUTH 15 ACRES OF FARM TRACT 20, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R1- One Family Dwelling District & I - Industrial District

Existing Land Use: One Family Dwelling Proposed Land Use: R-2 - Duplex & Apts

Number of Lots Proposed: 85 Gross Acreage: 27.5

Title Report Submitted: ☒ YES ☐ NO

OWNER INFORMATION

Owner's Name: RGV Superior Development, LLC Telephone: (956) 960-4111

Address: 3407 San Fabian St

Fax: _____

City: Mission State: TX Zip: 78572 E-mail: cerdafuente65@gmail.com

ENGINEER INFORMATION

Name: Supreme Engineering, PLLC -Omar Cano, P.E. Telephone: (956) 272-2246

Address: 135 Paseo Del Prado Suite 7

Fax: _____

City: Edinburg State: TX Zip: 78539 E-mail: omar.cano@supremeengineering.com

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: City of Weslaco

☒ YES ☐ NO Wastewater Provision: City of Weslaco

☒ YES ☐ NO Electric Company: AEP

☐ YES ☒ NO Phone Utility _____	☐ YES ☒ NO Gas Utility _____	☒ YES ☐ NO Cable Utility <u>Spectrum</u>
---	---	--

Proposed subdivision is in the following districts:

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

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

_____ **\$355.00** Planning Review fee

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

_____ Flood Zones

_____ Adjoiners

_____ Existing street names

_____ Drainage plans and calculations with engineer's seal

_____ Elevations

_____ Flood directional arrows

_____ Detention areas

_____ Street names

_____ Proof of ownership of the property

_____ If septic tank system required, submit soil evaluation report

_____ Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

_____ **\$355.00** (one time fee for preliminary and final plat)

_____ One 11" X 17" reduced copy of plat

_____ Plat Layout

_____ Existing & Proposed Easements

_____ Existing & Proposed ROW

_____ Existing & Proposed Drainage Easements

_____ Contours

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

- _____ One set of 8 1/2 x 11 of plat and utilities with all corrections done

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Omar Cano

Owner Signature: [Signature] Date: 8/18/23

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid: _____

P & Z Commission Approval on Preliminary Plat: _____

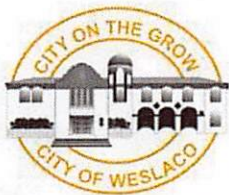
P & Z Commission Approval on Final Plat: _____

City Commission Approval on Final Plat: _____

Preconstruction Meeting Date: _____

Date Recorded: _____ Instrument No. _____

General Comments: _____



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. VAR-000510-2023

GENERAL INFORMATION

Name of Subdivision: Pleasantview Terrace

Location: Pleasantview Dr. between Business 83 and interstate 2

Legal Description: 27.498 ACRES OUT OF THE FOLLOWING TRACTS; THE NORTH 100 FEET OF THE SOUTH 15 ACRES OF FARM TRACT 20, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Drainage ☒ YES ☐ NO

Describe in detail the reason for the variance request:

Detention volume required will be place in a dedicated drainage ROW and combining/merging to an existing City of Weslaco owned drain ditch.

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Other _____ ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: Omar Cano Telephone: (956) 272-2246
Address: 2427 Seton St Fax: _____
City: Edinburg State: Tx Zip: 78542 E-mail: omarcano81@gmail.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: Omar Cano

Owner Signature: [Signature] Date: 8/18/23

_____ is the authorized agent

Authorized Agent Signature: _____ Date: _____

Authorized Agent Printed Name: _____

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

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

E-Mail
hccid9@hotmail.com



P O Box 237 Mercedes, Texas 78570

Randy Winston
General Manager

Debra Pena
Tax Assessor-Collector

Date: 10/10/2023

Hector H. Garcia
Supreme Engineering
135 Paseo Del Prado Ste 7
Edinburg, Texas 78539

RE: Pleasantview Terrace Subd. Drainage and Detention

Good Morning Mr. Garcia:

I have received your revised cross section and calculations dated 10/05/2023 for the **Pleasantview Terrace** Subdivision modified to include the 50 year detention volume in the proposed drain ditch as shown on your provided cross sections.

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

1. The Proposed Ditch widening, and Detention Area will require outlet controls going into existing ditch.
2. Discharge Permit will be required.
3. The Proposed buffer fencing to not interfere with maintenance or be placed within the additional drainage ROW.

The maintenance of this section is within the City Limits of Weslaco and will be completed by their personnel. Please verify final designs with Mr. Albert Aldana, P.E., City Engineer with the City of Weslaco.

Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin, PE, CFM

District General Manager

Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RICHARD F. CORTEZ
Chairman of the Board

EVERARDO "EVER" VILLARREAL
Board Member

ELLIE TORRES
Board Member

October 5, 2023

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

RE: Supreme Engineering – Pleasantview Terrace

This letter is in response to a request from the Engineer of record for Pleasantview Terrace Subdivision, Omar Cano, PE. HCDD1 has received and approved the drainage statement for the above-mentioned development located in the City of Weslaco and has no objections to the Engineer's plan to discharge water as identified in the approved drainage report.

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

Sincerely,
Hidalgo County Drainage District No. 1

Yvette Barrera, PE, CFM
Assistant General Manager

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

Trip Generation Report

Pleasantview Terrace Subdivision

Weslaco, Texas

Prepared by:



Supreme Engineering, PLLC
Texas Engineering Firm F-21135
410 S Jackson Rd #2780
Edinburg, TX 78539
(956) 272-2246

January 16, 2023



 , P.E.

Index

● Cover Sheet - - - - -	1
● Index Sheet- - - - -	2
● Project Details- - - - -	3
● Project Description	
● Site and Surrounding Land Uses	
● Roadways	
● Trip Generation Methodoly- - - - -	4
● Estimated Trip Generation	
● ITE Trip Rates	
● Trip Generation Results- - - - -	5
● Trip Generation Summary Table 1	
● Study Results	
● Proposed Site Location- - - - -	6
● Proposed Preliminary Plat- - - - -	7
● Land Use Data Plot - AM- - - - -	8
● Land Use Data Plot - PM- - - - -	9

Albert Aldana, P.E.
City Engineer
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: Trip Generation Analysis
Pleasantview Terrace Subdivision
Weslaco, Texas

Dear Mr. Aldana,

Supreme Engineering has prepared this Trip Generation Analysis as per the request of the City of Weslaco Engineering Department for the above-mentioned proposed development.

Project Description

The proposed development is a 27.5 acres out of the following tracts; the north 100 feet of the south 280 feet of the south 15 acres of farm tract 20, the West and Adams tract subdivision, Hidalgo County, Texas, vol. 2, pg. 34 through 37, map records of Hidalgo county, Texas, the south 180 feet of the south 15 acres of farm tract 20, the West and Adams tract subdivision, Hidalgo county, Texas, vol. 2, pg. 34 through 37, map records of Hidalgo county, Texas, a 19 acres tract out of farm tract 23, the West and Adams tract subdivision, Hidalgo county, Texas, vol. 2, pg. 34 through 37, map records of Hidalgo county, Texas. The development is located along Pleasantview Drive between Business 83 and Interstate 2. The proposed development will be an 80-lot multi-family residential subdivision.

Site and Surrounding Land Uses

The study area for the proposed development includes the site boundaries of the 27.5 acres proposed Pleasantview Terrace Subdivision as follows: the property directly to the west there is an drain ditch and immediately after there is a developed multi-family subdivision. The area to the north is a vacant tract use as a single-family residential. The area to the south there is a

commercial property doing business as the Onion House. The area to the east are single family and Pleasant View Heights Subdivision.

Roadways

The eastern boundary of the proposed development is Pleasantview Drive. Pleasantview Dr. is a 2 lane collector.

Estimated Trip Generation

The 11th Edition of the ITE Trip Generation manual was used to estimate the projected trip generation. These estimations were calculated for the AM and PM peak hours for the generator using land uses Multi-Family Detached Housing (ITE Code: 220). The total trip and projections are shown in Table 1.

Average Vehicle Trip Ends vs. Number of Dwelling Units

Morning Analysis

- On a weekday, Peak Hour of Adjacent Street Traffic, One Hour Between **7 and 9 AM**.
- Directional Distribution: **24% entering, 76% exiting**

$$T = 0.31 (X) + 22.85 \text{ - ITE Trip Generation 11}^{\text{th}} \text{ Edition Volume 3}$$

Where:

T = Average Vehicle Trip Ends

X = Number of Dwellings – **320 Apartment Units**

$$T = 0.31 (320) + 22.85 = \mathbf{122.05}$$

- Directional Distribution

$$T_{\text{enter}} = 122.05 (0.24) = \mathbf{29.29 \text{ trip/hour}}$$

$$T_{\text{exit}} = 122.05 (0.76) = \mathbf{92.76 \text{ trip/hour}}$$

Afternoon Analysis

- On a weekday, Peak Hour of Adjacent Street Traffic, One Hour Between **4 and 6 PM**.
- Directional Distribution: **63% entering, 37% exiting**

$$T = 0.43 (X) + 20.55 \text{ - ITE Trip Generation 11}^{\text{th}} \text{ Edition Volume 3}$$

Where:

T = Average Vehicle Trip Ends

X = Number of Dwellings – 320 Apartment Units

$$T = 0.43(X) + 20.55 = 158.15$$

- Directional Distribution

$$T_{\text{enter}} = 158.15 (0.63) = \mathbf{99.63 \text{ trip/hour}}$$

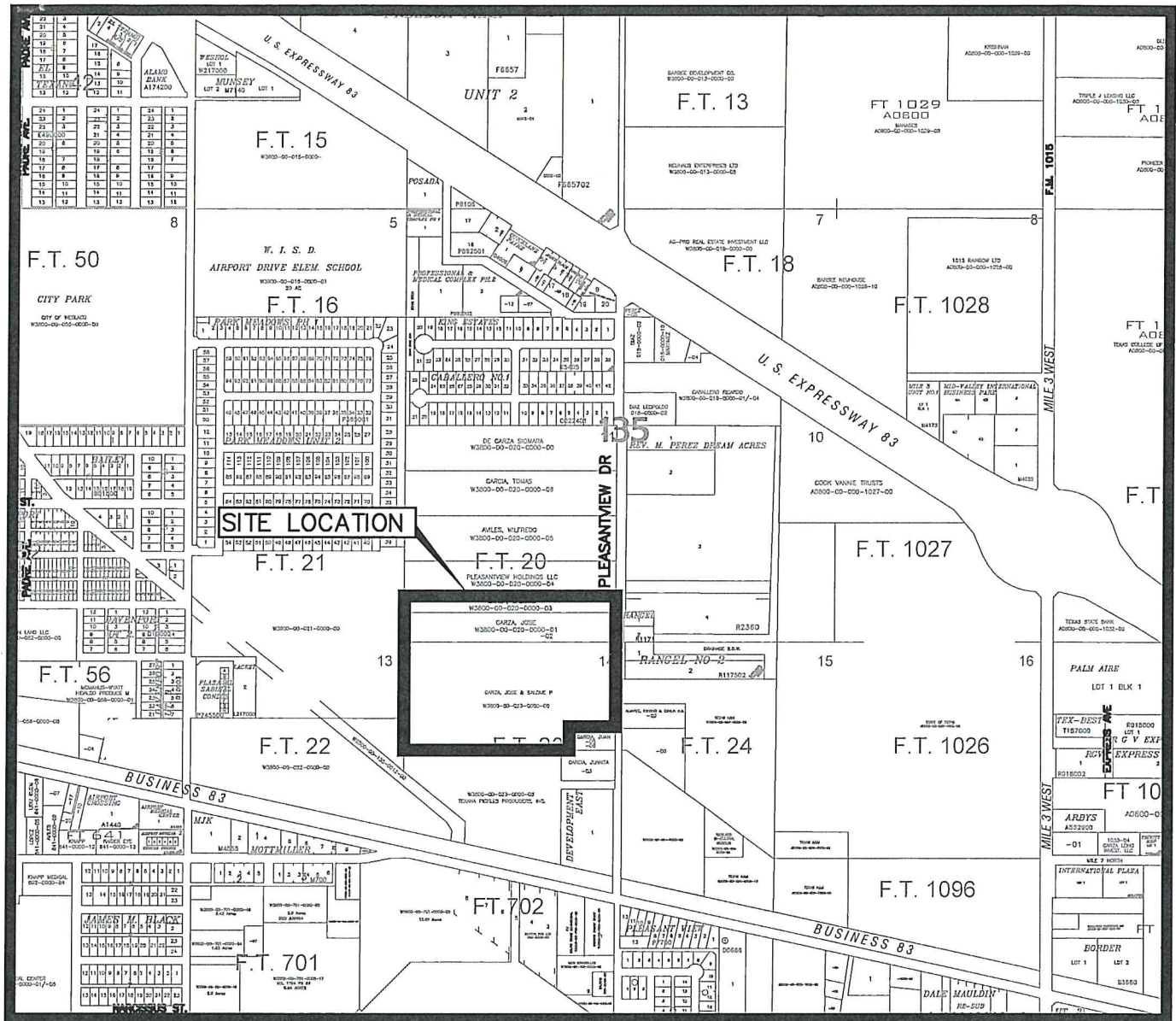
$$T_{\text{exit}} = 158.15 (0.37) = \mathbf{58.52 \text{ trip/hour}}$$

Table 1. Total Projected Trips

ITE Code	Trips		%Entering / %Exiting	
	A.M.	P.M.	A.M.	P.M.
210 – Single-Family Detached Housing	122.05	158.15	29.29/92.76	99.63/58.52

Study Results

This traffic study identified one generator, the proposed multi-family detached dwelling. The total peak hour trips for morning (AM) and afternoon (PM), respectively, is less than 100; therefore, a Traffic Impact Analysis is **NOT** required as per ITE Trip Generation manual.



LOCATION MAP PLAT OF PLESANTVIEW TERRACE SUBDIVISION

A TRACT OF LAND BEING 27.498 ACRES OUT OF THE FOLLOWING TRACTS;THE NORTH 100 FEET OF THE SOUTH 280 FEET OF THE SOUTH 15 ACRES OF FARM TRACT 20, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY,TEXAS, VOL. 2, PG. 34 TROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, THE SOUTH 180 FEET OF THE SOUTH 15 ACRES OF FARM TRACT 20, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY,TEXAS, VOL. 2, PG. 34 TROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A 19 ACRES TRACT OUT OF FARM TRACT 23, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY,TEXAS, VOL. 2, PG. 34 TROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DATE: JANUARY, 2023

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____ Date Paid _____

P & Z Meeting _____ City Commission Mtg _____

Variance Granted: _____

General Comments: _____

Drainage Statement

Pleasantview Terrace Subdivision

Weslaco, Texas

Prepared by:



Supreme Engineering, PLLC
Texas Engineering Firm F-21135
410 S Jackson Rd #2780
Edinburg, TX 78539
(956) 272-2246



January 16, 2023

 , P.E.

Index

- Cover Sheet
- Index Sheet
- Drainage Statement
- Drainage Calculations
- Table 3-2 Intercept Coefficients “k” value
- Table 3-3 Runoff Coefficients Table “C” value
- Weighted “C” Calculation “if applicable”
- Time of Concentration Determination Table “if applicable”
- Location Map
- USDA Contours
- USDA Soils Map
- Soils Legend & Description
- USDA Soil Engineering Properties
- FEMA FIRM with site location
- Subdivision Plat
- Preliminary Site/Drainage Plan Layout

Drainage Statement

Pleasantview Terrace Subdivision being 27.50 acres out of the following tracts; the North 100 feet of the South 280 feet of the South 15 acres of farm tract 20, the West and Adams tract subdivision, Hidalgo County, Texas, vol. 2, pg. 34 through 37, map records of Hidalgo County, Texas, the South 180 feet of the South 15 acres of farm tract 20, the West and Adams tract subdivision, Hidalgo County, Texas, vol. 2, pg. 34 through 37, map records of Hidalgo County, Texas, a 19 acres tract out of farm tract 23, the West and Adams tract subdivision, Hidalgo County, Texas, vol. 2, pg. 34 through 37, map records of Hidalgo County, Texas. The property is located along Pleasantview Dr. between Business 83 and Interstate 2 within the **City of Weslaco** limits, County of Hidalgo, Texas. The tracts are **currently vacant**.

The property is located mostly in **Zone "X"** on FEMA's Flood Insurance Rate Map, Community Panel No. 480334 0325 D Map dated June 6, 2000. Zone X is defined as areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood.

The predominate soils in this area are Hidalgo sandy clay loam (**Soils 25**), this soil belong to hydrologic group **"B"** which have a moderate infiltration rate when thoroughly wet. Group B soils consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission. (See "USDA, NRCS Web Soil Survey" Soils Maps, Engineering Properties and information for the Hidalgo County, Texas).

The surface runoff of this property flows in an easterly direction. The pre-development volume of storm runoff is 20.45 cfs based on a 10-year storm frequency, as per attached calculations. The post-development volume of storm runoff is 107.86 cfs based on a 50-year storm frequency, which is an increase of 87.41 cfs as per the attached calculations.

In accordance with Hidalgo County Drainage District No. 1 (HCDD1) and City of **Weslaco's** drainage policy, the 27.50 acre property storm drainage system for the proposed **80 lot multi-family subdivision** will consist of sheet flow through proposed paved street, gutters, inlets and

storm sewer system with pipe sizes 18", 24", and 30" as shown on the attached storm sewer plan. Pertinent permitting as necessary shall be coordinated with the City of **Weslaco** during public improvements.

In accordance with HCDD1 and City of **Weslaco's** drainage policy, the difference between the pre (10-yr storm) and the post (50-yr storm) development storm runoff shall not increase; therefore, as per attached calculations, the required detention of **195,326 cubic feet (4.48 acre-ft)** of storm runoff shall be stored as per attached calculations. The additional runoff will be compensated by dedicating to the City of Weslaco the East 75 ft of the 27.5 acre property as Storm ROW to widen the existing drain ditch to accommodate the required detention. The proposed excavation will accommodate **269,204 cubic feet (6.118 acre-ft)** of detention runoff, which continues flowing to discharges at the Hidalgo County Drainage District No. 1 – 18B ditch that will serve as the ultimate outfall.

By  P.E.
Engineer Signature

1-16-2023

Date



Project Name: Pleasantview Terrace Subdivision
Project Location: City of Weslaco
Number of Lots: 80
Calculation Analysis: Rational Method (TxDOT Hydraulic Design Manual 2004)

Pre Development (Existing) Conditions 10 - Year Storm Frequency

Property Area: 27.5 Acres
1,197,900.0 Sq Ft

Time of Concentration, t_c : 48 Minutes

Velocity, V : 0.38 ft/s

Runoff Coefficient, C : 0.2 Table 3-3

Intensity, I : 3.72 in/hr

Peak Flow, Q : 20.45 cfs

Surface Conditions

Flow Length, L : 1110 Feet
Surface Constant, K_u : 3.28
Intercept Coefficient, k : 0.213 Table 3-2
Slope, S_p : 0.30 %
Rainfall Coefficients
(10-yr storm) e : 0.778
 b : 87.00
 d : 9.20

Post Development (Future) Conditions 50 - Year Storm Frequency

Property Area: 27.5 Acres
1,197,900.0 Sq Ft

Time of Concentration, t_c : 24 Minutes

Velocity, V : 0.91 ft/s

Runoff Coefficient, C : 0.55

Intensity, I : 7.13 in/hr

Peak Flow, Q : 107.86 cfs

Surface Conditions

Flow Length, L : 1325 Feet
Surface Constant, K_u : 3.28
Intercept Coefficient, k : 0.619 Table 3-2
Slope, S_p : 0.20 %
Rainfall Coefficients
(50-yr storm) e : 0.749
 b : 99.00
 d : 9.20

1-16-2023



 P.E.

**Modified Rational Method
Detention Calculations (50-yr Storm Frequency)**

Duration		Intensity 50-year	Q _{in}	Vol _{in}	Q _{out} *	Vol _{out}	Storage Required	
(min)	(hr)	(in/hr)	(cfs)	(ft ³)	(cfs)	(ft ³)	(ft ³)	(acre-ft)
10	0.17	10.83	163.73	98,240.19	20.45	21,051.15	77,189.04	1.77
20	0.33	7.91	119.61	143,529.14	20.45	27,184.72	116,344.41	2.67
30	0.50	6.34	95.93	172,675.94	20.45	33,318.29	139,357.64	3.20
40	0.67	5.35	80.92	194,204.80	20.45	39,451.86	154,752.94	3.55
50	0.83	4.66	70.45	211,340.57	20.45	45,585.43	165,755.14	3.81
60	1.00	4.14	62.67	225,628.32	20.45	51,719.00	173,909.32	3.99
70	1.17	3.75	56.65	237,922.06	20.45	57,852.57	180,069.49	4.13
80	1.33	3.43	51.82	248,741.67	20.45	63,986.14	184,755.53	4.24
90	1.50	3.16	47.86	258,426.53	20.45	70,119.71	188,306.82	4.32
100	1.67	2.94	44.54	267,210.22	20.45	76,253.28	190,956.94	4.38
110	1.83	2.76	41.71	275,260.31	20.45	82,386.85	192,873.46	4.43
120	2.00	2.60	39.26	282,701.07	20.45	88,520.42	194,180.65	4.46
130	2.17	2.45	37.13	289,627.23	20.45	94,653.99	194,973.24	4.48
140	2.33	2.33	35.25	296,112.69	20.45	100,787.56	195,325.13	4.48
150	2.50	2.22	33.58	302,216.19	20.45	106,921.13	195,295.07	4.48
160	2.67	2.12	32.08	307,985.27	20.45	113,054.70	194,930.57	4.47
170	2.83	2.03	30.73	313,458.88	20.45	119,188.27	194,270.62	4.46
180	3.00	1.95	29.51	318,669.43	20.45	125,321.84	193,347.59	4.44
190	3.17	1.88	28.39	323,644.12	20.45	131,455.41	192,188.71	4.41
200	3.33	1.81	27.37	328,406.03	20.45	137,588.98	190,817.05	4.38
210	3.50	1.75	26.43	332,974.94	20.45	143,722.55	189,252.39	4.34
220	3.67	1.69	25.56	337,367.90	20.45	149,856.12	187,511.79	4.30

Proposed Total Detention:	195,325.13 cu. ft.	4.48 acre-ft
Detention/Acre Developed	7,102.73 cu. ft.	0.16 acre-ft

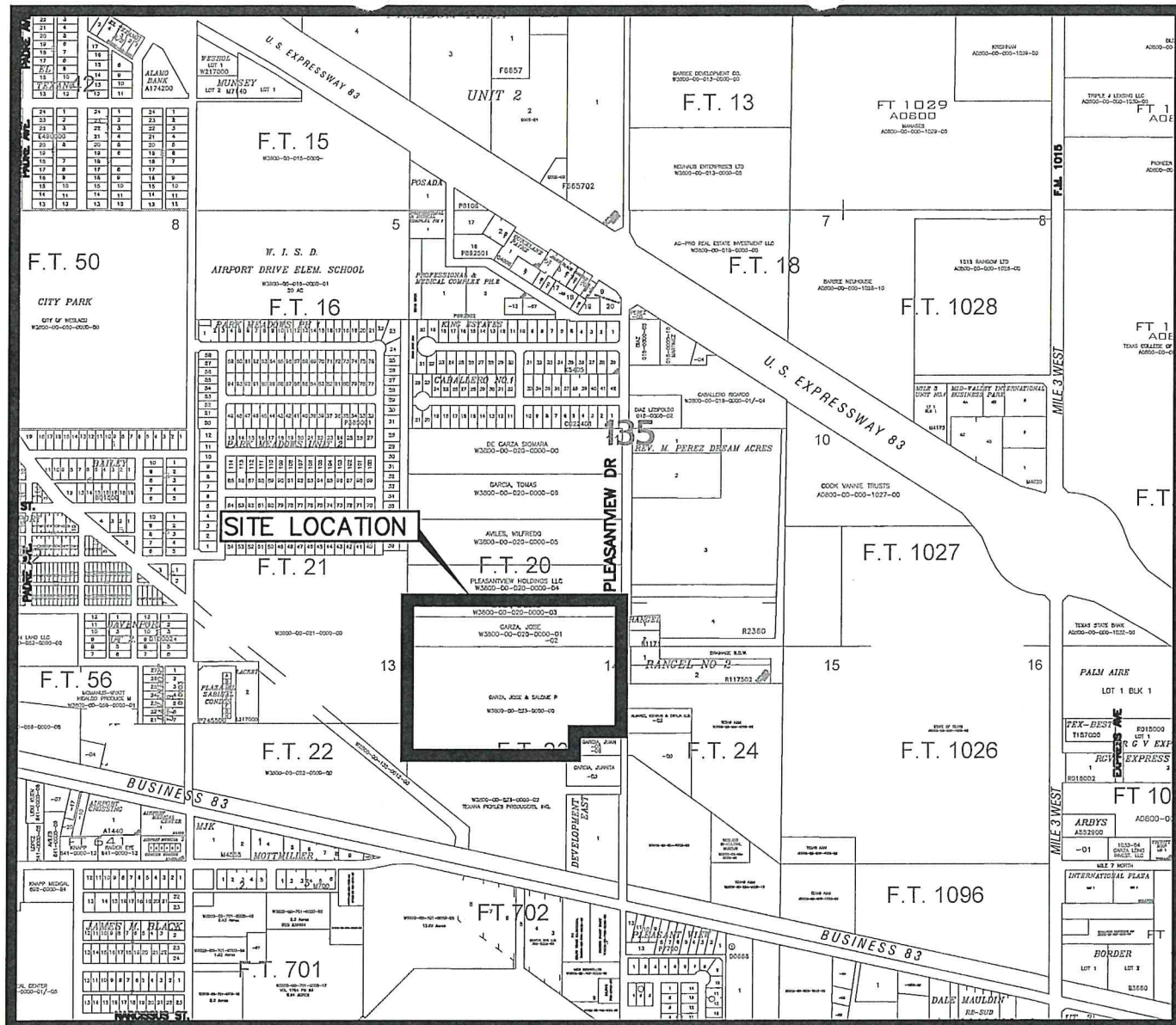
1-16-2023



[Signature] P.E.

Land Cover / Flow Regime	k
Forest with heavy ground litter; hay meadow (overland flow)	0.076
Trash fallow or minimum tillage cultivation; contour or strip cropped; woodland (overland flow)	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans in western mountain regions	0.305
Grassed waterway (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619

Table 3-2: Intercept Coefficients



LOCATION MAP PLAT OF PLESANTVIEW TERRACE SUBDIVISION

A TRACT OF LAND BEING 27.498 ACRES OUT OF THE FOLLOWING TRACTS; THE NORTH 100 FEET OF THE SOUTH 280 FEET OF THE SOUTH 15 ACRES OF FARM TRACT 20, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, VOL. 2, PG. 34 TROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, THE SOUTH 180 FEET OF THE SOUTH 15 ACRES OF FARM TRACT 20, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, VOL. 2, PG. 34 TROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS, A 19 ACRES TRACT OUT OF FARM TRACT 23, THE WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, VOL. 2, PG. 34 TROUGH 37, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

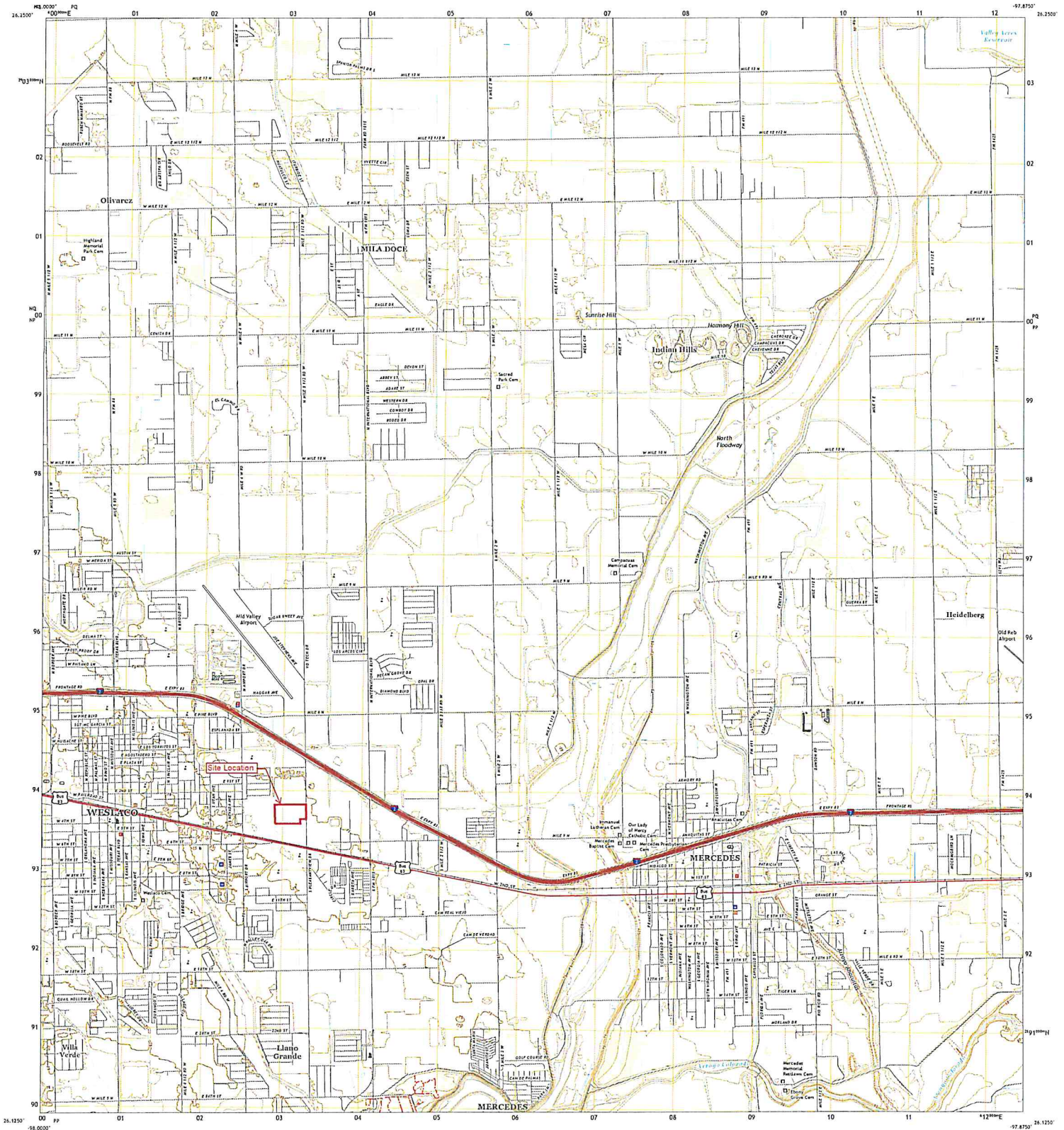
DATE: JANUARY, 2023



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY

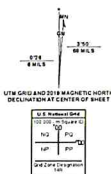


MERCEDES QUADRANGLE
TEXAS - HIDALGO COUNTY
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
World Geodetic System of 1984 (WGS84) Projection and
1:50,000 meter geoid/mean sea level (MSL) vertical datum.
This map is not a legal document. Boundaries may be
generalized for this map scale. Private lands and other government
reservations may not be shown. Obtain permission before
entering private lands.

Imagery: NAD, November 2016 - January 2017
Base: U.S. Census Bureau, 2010
Hydrography: National Hydrography Dataset, 2011 - 2016
Contours: National Elevation Dataset, 2010
Boundaries: Multiple sources; see metadata file 2017 - 2021
Wetlands: FWS National Wetlands Inventory; Not Available



SCALE 1:24,000
KILOMETERS
MILES
FEET
CONTINUOUS INTERVAL & FEET
NORTH AMERICAN VERTICAL DATUM OF 1983
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



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2389 2390 2391
2392

Soil Map—Hidalgo County, Texas
(Pleasantview Terrace Subdivision)



MAP LEGEND

 Area of Interest (AOI)	 Area of Interest (AOI)
 Soils	 Spoil Area
 Soil Map Unit Polygons	 Stony Spot
 Soil Map Unit Lines	 Very Stony Spot
 Soil Map Unit Points	 Wet Spot
 Special Point Features	 Other
 Blowout	 Special Line Features
 Borrow Pit	 Water Features
 Clay Spot	 Streams and Canals
 Closed Depression	 Transportation
 Gravel Pit	 Rails
 Gravelly Spot	 Interstate Highways
 Landfill	 US Routes
 Lava Flow	 Major Roads
 Marsh or swamp	 Local Roads
 Mine or Quarry	 Background
 Miscellaneous Water	 Aerial Photography
 Perennial Water	
 Rock Outcrop	
 Saline Spot	
 Sandy Spot	
 Severely Eroded Spot	
 Sinkhole	
 Slide or Slip	
 Sodic Spot	

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 21, Aug 24, 2022

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 21, 2021—Mar 2, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
25	Hidalgo fine sandy loam, 0 to 1 percent slopes	13.2	49.1%
28	Hidalgo sandy clay loam, 0 to 1 percent slopes	6.7	24.9%
70	Willacy fine sandy loam, 0 to 1 percent slopes	7.0	26.0%
Totals for Area of Interest		26.8	100.0%

Map Unit Description

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named, soils that are similar to the named components, and some minor components that differ in use and management from the major soils.

Most of the soils similar to the major components have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Some minor components, however, have properties and behavior characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. All the soils of a series have major horizons that are similar in composition, thickness, and arrangement. Soils of a given series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Additional information about the map units described in this report is available in other soil reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the soil reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description

Hidalgo County, Texas

25—Hidalgo fine sandy loam, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2sxn

Elevation: 20 to 500 feet

Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo**Setting**

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: fine sandy loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 2s
Land capability classification (nonirrigated): 2s
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Minor Components**Willacy**

Percent of map unit: 10 percent

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

Brennan

Percent of map unit: 5 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083EY023TX - Sandy Loam
Hydric soil rating: No

28—Hidalgo sandy clay loam, 0 to 1 percent slopes**Map Unit Setting**

National map unit symbol: 2sxl
Elevation: 20 to 500 feet
Mean annual precipitation: 20 to 27 inches
Mean annual air temperature: 72 to 74 degrees F
Frost-free period: 300 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Hidalgo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Hidalgo**Setting**

Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous loamy alluvium

Typical profile

Ap - 0 to 17 inches: sandy clay loam
Bk1 - 17 to 28 inches: sandy clay loam
Bk2 - 28 to 38 inches: clay loam
Ck - 38 to 80 inches: clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 35 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 10.0
Available water supply, 0 to 60 inches: Moderate (about 7.8 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Ecological site: R083DY019TX - Gray Sandy Loam
Hydric soil rating: No

Minor Components**Raymondville**

Percent of map unit: 7 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Racombes

Percent of map unit: 6 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY025TX - Clay Loam
Hydric soil rating: No

Willacy

Percent of map unit: 2 percent
Landform: Terraces
Landform position (three-dimensional): Tread
Down-slope shape: Linear
Across-slope shape: Linear
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

70—Willacy fine sandy loam, 0 to 1 percent slopes**Map Unit Setting**

National map unit symbol: dbmp
Elevation: 30 to 750 feet

Mean annual precipitation: 26 to 34 inches
Mean annual air temperature: 72 to 73 degrees F
Frost-free period: 270 to 365 days
Farmland classification: All areas are prime farmland

Map Unit Composition

Willacy and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Willacy**Setting**

Landform: Delta plains
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Loamy alluvium

Typical profile

H1 - 0 to 14 inches: fine sandy loam
H2 - 14 to 72 inches: sandy clay loam

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to slightly saline (0.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: High (about 9.6 inches)

Interpretive groups

Land capability classification (irrigated): 1
Land capability classification (nonirrigated): 2c
Hydrologic Soil Group: B
Ecological site: R083DY023TX - Sandy Loam
Hydric soil rating: No

Minor Components**Unnamed**

Percent of map unit: 15 percent

Hydric soil rating: No

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 21, Aug 24, 2022

Physical Soil Properties

This table shows estimates of some physical characteristics and features that affect soil behavior. These estimates are given for the layers of each soil in the survey area. The estimates are based on field observations and on test data for these and similar soils.

Depth to the upper and lower boundaries of each layer is indicated.

Particle size is the effective diameter of a soil particle as measured by sedimentation, sieving, or micrometric methods. Particle sizes are expressed as classes with specific effective diameter class limits. The broad classes are sand, silt, and clay, ranging from the larger to the smaller.

Sand as a soil separate consists of mineral soil particles that are 0.05 millimeter to 2 millimeters in diameter. In this table, the estimated sand content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Silt as a soil separate consists of mineral soil particles that are 0.002 to 0.05 millimeter in diameter. In this table, the estimated silt content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

Clay as a soil separate consists of mineral soil particles that are less than 0.002 millimeter in diameter. In this table, the estimated clay content of each soil layer is given as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter.

The content of sand, silt, and clay affects the physical behavior of a soil. Particle size is important for engineering and agronomic interpretations, for determination of soil hydrologic qualities, and for soil classification.

The amount and kind of clay affect the fertility and physical condition of the soil and the ability of the soil to adsorb cations and to retain moisture. They influence shrink-swell potential, saturated hydraulic conductivity (Ksat), plasticity, the ease of soil dispersion, and other soil properties. The amount and kind of clay in a soil also affect tillage and earthmoving operations.

Moist bulk density is the weight of soil (oven-dry) per unit volume. Volume is measured when the soil is at field moisture capacity, that is, the moisture content at 1/3- or 1/10-bar (33kPa or 10kPa) moisture tension. Weight is determined after the soil is dried at 105 degrees C. In the table, the estimated moist bulk density of each soil horizon is expressed in grams per cubic centimeter of soil material that is less than 2 millimeters in diameter. Bulk density data are used to compute linear extensibility, shrink-swell potential, available water capacity, total pore space, and other soil properties. The moist bulk density of a soil indicates the pore space available for water and roots. Depending on soil texture, a bulk density of more than 1.4 can restrict water storage and root penetration. Moist bulk density is influenced by texture, kind of clay, content of organic matter, and soil structure.

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates in the table are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity (Ksat) is considered in the design of soil drainage systems and septic tank absorption fields.

Available water capacity refers to the quantity of water that the soil is capable of storing for use by plants. The capacity for water storage is given in inches of water per inch of soil for each soil layer. The capacity varies, depending on soil properties that affect retention of water. The most important properties are the content of organic matter, soil texture, bulk density, and soil structure. Available water capacity is an important factor in the choice of plants or crops to be grown and in the design and management of irrigation systems. Available water capacity is not an estimate of the quantity of water actually available to plants at any given time.

Linear extensibility refers to the change in length of an unconfined clod as moisture content is decreased from a moist to a dry state. It is an expression of the volume change between the water content of the clod at 1/3- or 1/10-bar tension (33kPa or 10kPa tension) and oven dryness. The volume change is reported in the table as percent change for the whole soil. The amount and type of clay minerals in the soil influence volume change.

Linear extensibility is used to determine the shrink-swell potential of soils. The shrink-swell potential is low if the soil has a linear extensibility of less than 3 percent; moderate if 3 to 6 percent; high if 6 to 9 percent; and very high if more than 9 percent. If the linear extensibility is more than 3, shrinking and swelling can cause damage to buildings, roads, and other structures and to plant roots. Special design commonly is needed.

Organic matter is the plant and animal residue in the soil at various stages of decomposition. In this table, the estimated content of organic matter is expressed as a percentage, by weight, of the soil material that is less than 2 millimeters in diameter. The content of organic matter in a soil can be maintained by returning crop residue to the soil.

Organic matter has a positive effect on available water capacity, water infiltration, soil organism activity, and tilth. It is a source of nitrogen and other nutrients for crops and soil organisms.

Erosion factors are shown in the table as the K factor (Kw and Kf) and the T factor. Erosion factor K indicates the susceptibility of a soil to sheet and rill erosion by water. Factor K is one of six factors used in the Universal Soil Loss Equation (USLE) and the Revised Universal Soil Loss Equation (RUSLE) to predict the average annual rate of soil loss by sheet and rill erosion in tons per acre per year. The estimates are based primarily on percentage of silt, sand, and organic matter and on soil structure and Ksat. Values of K range from 0.02 to 0.69. Other factors being equal, the higher the value, the more susceptible the soil is to sheet and rill erosion by water.

Erosion factor Kw indicates the erodibility of the whole soil. The estimates are modified by the presence of rock fragments.

Erosion factor Kf indicates the erodibility of the fine-earth fraction, or the material less than 2 millimeters in size.

Erosion factor T is an estimate of the maximum average annual rate of soil erosion by wind and/or water that can occur without affecting crop productivity over a sustained period. The rate is in tons per acre per year.

Wind erodibility groups are made up of soils that have similar properties affecting their susceptibility to wind erosion in cultivated areas. The soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible. The groups are described in the "National Soil Survey Handbook."

Wind erodibility index is a numerical value indicating the susceptibility of soil to wind erosion, or the tons per acre per year that can be expected to be lost to wind erosion. There is a close correlation between wind erosion and the texture of the surface layer, the size and durability of surface clods, rock fragments, organic matter, and a calcareous reaction. Soil moisture and frozen soil layers also influence wind erosion.

Reference:

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. (<http://soils.usda.gov>)

Report—Physical Soil Properties

Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Physical Soil Properties—Hidalgo County, Texas														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/in	Pct	Pct					
25—Hidalgo fine sandy loam, 0 to 1 percent slopes														
Hidalgo	0-17	53-63- 75	5-19- 35	5-18- 20	1.35-1.45 -1.65	14.00-28.00-42.00	0.10-0.13-0.15	0.3- 1.4- 1.7	0.5- 1.0- 1.5	.24	.24	5	3	86
	17-28	25-48- 70	10-25- 50	23-27- 35	1.20-1.40 -1.50	4.00-9.00-14.00	0.10-0.13-0.18	1.2- 2.1- 5.0	0.3- 0.6- 1.0	.28	.28			
	28-38	25-35- 70	10-35- 50	23-30- 35	1.20-1.40 -1.60	4.00-9.00-14.00	0.10-0.13-0.18	1.2- 2.3- 5.9	0.1- 0.3- 0.5	.32	.32			
	38-80	25-30- 70	10-40- 50	23-30- 35	1.40-1.50 -1.80	4.00-9.00-14.00	0.10-0.13-0.18	1.0- 2.2- 5.0	0.1- 0.2- 0.3	.32	.32			
28—Hidalgo sandy clay loam, 0 to 1 percent slopes														
Hidalgo	0-17	45-55- 70	5-18- 28	20-27- 30	1.35-1.50 -1.65	4.00-9.00-14.00	0.10-0.13-0.18	1.5- 2.7- 5.0	1.0- 1.5- 2.0	.17	.17	5	5	56
	17-28	25-48- 70	10-25- 50	23-27- 35	1.20-1.40 -1.50	4.00-9.00-14.00	0.10-0.13-0.18	1.2- 2.1- 5.0	0.3- 0.6- 1.0	.28	.28			
	28-38	25-35- 70	10-35- 50	23-30- 35	1.20-1.40 -1.60	4.00-9.00-14.00	0.10-0.13-0.18	1.2- 2.3- 5.9	0.1- 0.3- 0.5	.32	.32			
	38-80	25-30- 70	10-40- 50	23-30- 35	1.40-1.50 -1.80	4.00-9.00-14.00	0.10-0.13-0.18	1.0- 2.2- 5.0	0.1- 0.2- 0.3	.32	.32			

Physical Soil Properties—Hidalgo County, Texas														
Map symbol and soil name	Depth	Sand	Silt	Clay	Moist bulk density	Saturated hydraulic conductivity	Available water capacity	Linear extensibility	Organic matter	Erosion factors			Wind erodibility group	Wind erodibility index
										Kw	Kf	T		
	In	Pct	Pct	Pct	g/cc	micro m/sec	In/In	Pct	Pct					
70—Willacy fine sandy loam, 0 to 1 percent slopes														
Willacy	0-14	-65-	-20-	10-15- 20	1.40-1.55 -1.70	14.00-28.00-42. 00	0.14-0.16-0. 18	0.0- 1.5- 2.9	1.0- 2.0- 3.0	.28	.28	5	3	86
	14-72	-57-	-18-	18-26- 33	1.35-1.50 -1.65	4.00-9.00-14.00	0.14-0.16-0. 18	0.0- 1.5- 2.9	0.5- 1.3- 2.0	.20	.20			

Data Source Information

Soil Survey Area: Hidalgo County, Texas
Survey Area Data: Version 21, Aug 24, 2022



Engineering Properties

This table gives the engineering classifications and the range of engineering properties for the layers of each soil in the survey area.

Hydrologic soil group is a group of soils having similar runoff potential under similar storm and cover conditions. The criteria for determining Hydrologic soil group is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Listing HSGs by soil map unit component and not by soil series is a new concept for the engineers. Past engineering references contained lists of HSGs by soil series. Soil series are continually being defined and redefined, and the list of soil series names changes so frequently as to make the task of maintaining a single national list virtually impossible. Therefore, the criteria is now used to calculate the HSG using the component soil properties and no such national series lists will be maintained. All such references are obsolete and their use should be discontinued. Soil properties that influence runoff potential are those that influence the minimum rate of infiltration for a bare soil after prolonged wetting and when not frozen. These properties are depth to a seasonal high water table, saturated hydraulic conductivity after prolonged wetting, and depth to a layer with a very slow water transmission rate. Changes in soil properties caused by land management or climate changes also cause the hydrologic soil group to change. The influence of ground cover is treated independently. There are four hydrologic soil groups, A, B, C, and D, and three dual groups, A/D, B/D, and C/D. In the dual groups, the first letter is for drained areas and the second letter is for undrained areas.

The four hydrologic soil groups are described in the following paragraphs:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

Depth to the upper and lower boundaries of each layer is indicated.

Texture is given in the standard terms used by the U.S. Department of Agriculture. These terms are defined according to percentages of sand, silt, and clay in the fraction of the soil that is less than 2 millimeters in diameter. "Loam," for example, is soil that is 7 to 27 percent clay, 28 to 50 percent silt, and less than 52 percent sand. If the content of particles coarser than sand is 15 percent or more, an appropriate modifier is added, for example, "gravelly."

Classification of the soils is determined according to the Unified soil classification system (ASTM, 2005) and the system adopted by the American Association of State Highway and Transportation Officials (AASHTO, 2004).

The Unified system classifies soils according to properties that affect their use as construction material. Soils are classified according to particle-size distribution of the fraction less than 3 inches in diameter and according to plasticity index, liquid limit, and organic matter content. Sandy and gravelly soils are identified as GW, GP, GM, GC, SW, SP, SM, and SC; silty and clayey soils as ML, CL, OL, MH, CH, and OH; and highly organic soils as PT. Soils exhibiting engineering properties of two groups can have a dual classification, for example, CL-ML.

The AASHTO system classifies soils according to those properties that affect roadway construction and maintenance. In this system, the fraction of a mineral soil that is less than 3 inches in diameter is classified in one of seven groups from A-1 through A-7 on the basis of particle-size distribution, liquid limit, and plasticity index. Soils in group A-1 are coarse grained and low in content of fines (silt and clay). At the other extreme, soils in group A-7 are fine grained. Highly organic soils are classified in group A-8 on the basis of visual inspection.

If laboratory data are available, the A-1, A-2, and A-7 groups are further classified as A-1-a, A-1-b, A-2-4, A-2-5, A-2-6, A-2-7, A-7-5, or A-7-6. As an additional refinement, the suitability of a soil as subgrade material can be indicated by a group index number. Group index numbers range from 0 for the best subgrade material to 20 or higher for the poorest.

Percentage of rock fragments larger than 10 inches in diameter and 3 to 10 inches in diameter are indicated as a percentage of the total soil on a dry-weight basis. The percentages are estimates determined mainly by converting volume percentage in the field to weight percentage. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Percentage (of soil particles) passing designated sieves is the percentage of the soil fraction less than 3 inches in diameter based on an oven-dry weight. The sieves, numbers 4, 10, 40, and 200 (USA Standard Series), have openings of 4.76, 2.00, 0.420, and 0.074 millimeters, respectively. Estimates are based on laboratory tests of soils sampled in the survey area and in nearby areas and on estimates made in the field. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Liquid limit and plasticity index (Atterberg limits) indicate the plasticity characteristics of a soil. The estimates are based on test data from the survey area or from nearby areas and on field examination. Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

References:

American Association of State Highway and Transportation Officials (AASHTO). 2004. Standard specifications for transportation materials and methods of sampling and testing. 24th edition.

American Society for Testing and Materials (ASTM). 2005. Standard classification of soils for engineering purposes. ASTM Standard D2487-00.

Report—Engineering Properties

Absence of an entry indicates that the data were not estimated. The asterisk (*) denotes the representative texture; other possible textures follow the dash. The criteria for determining the hydrologic soil group for individual soil components is found in the National Engineering Handbook, Chapter 7 issued May 2007(<http://directives.sc.egov.usda.gov/OpenNonWebContent.aspx?content=17757.wba>). Three values are provided to identify the expected Low (L), Representative Value (R), and High (H).

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
25—Hidalgo fine sandy loam, 0 to 1 percent slopes														
Hidalgo	85 B		0-17	Fine sandy loam	SC-SM, CL, SC, SM	A-2-4, A-4	0-0-0	0-0-0	100-100-100	94-96-100	84-94-100	35-47-56	15-23-25	1-7-8
			17-28	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22
28—Hidalgo sandy clay loam, 0 to 1 percent slopes														
Hidalgo	85 B		0-17	Sandy clay loam	CL, SC	A-6	0-0-0	0-0-0	100-100-100	95-98-100	86-96-100	44-54-63	25-30-39	11-15-18
			17-28	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	100-100-100	94-98-100	85-96-100	50-60-75	30-35-44	11-17-22
			28-38	Clay loam, sandy clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	95-97-100	91-94-100	81-93-100	54-68-81	30-38-44	11-17-22
			38-80	Sandy clay loam, clay loam	CL, SC	A-6, A-7-6	0-0-0	0-0-0	96-97-100	91-95-100	82-94-100	57-72-84	30-38-44	11-17-22

Engineering Properties—Hidalgo County, Texas														
Map unit symbol and soil name	Pct. of map unit	Hydrologic group	Depth	USDA texture	Classification		Pct Fragments		Percentage passing sieve number—				Liquid limit	Plasticity index
					Unified	AASHTO	>10 inches	3-10 inches	4	10	40	200		
70—Willacy fine sandy loam, 0 to 1 percent slopes			<i>In</i>				<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>	<i>L-R-H</i>
Willacy	85 B		0-14	Fine sandy loam	SC-SM, SC, SM	A-2-4, A-4	0-0-0	0-0-0	100-100-100	100-100-100	95-98-100	30-38-45	20-25-30	3-7 -10
			14-72	Sandy clay loam, fine sandy loam	CL-ML, SC-SM, CL, SC	A-4, A-6	0-0-0	0-0-0	95-98-100	90-95-100	90-95-100	36-51-65	25-33-40	6-13-20

Data Source Information

Soil Survey Area: Hidalgo County, Texas

Survey Area Data: Version 21, Aug 24, 2022



To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at (800) 638-6620.



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP

HIDALGO COUNTY,
TEXAS
(UNINCORPORATED AREAS)

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

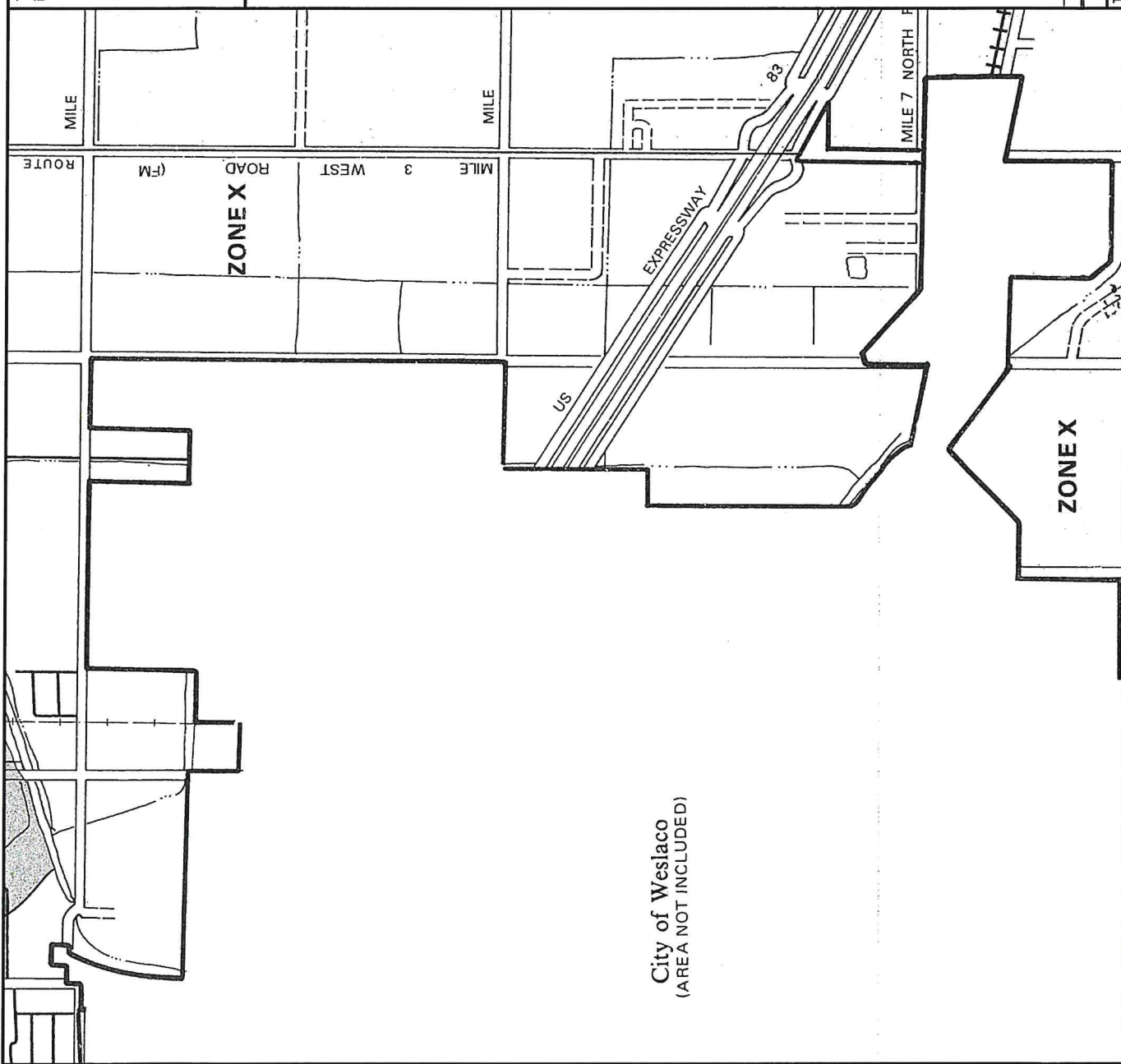
JUNE 6, 2000



Federal Emergency Management Agency

This is an official FIRMette showing a portion of the above-referenced flood map created from the MSC FIRMette Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

City of Weslaco
(AREA NOT INCLUDED)



COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000



LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD



ZONE A No base flood elevations determined.

ZONE AE Base flood elevations determined.

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

ZONE AO Flood depths of 1 to 3 feet (usually sheet flow on roads, parking lots, etc.); base flood elevations determined. For areas of alluvial fan flooding, velocities also determined.

ZONE A99 To be protected from 100-year flood by levees or other flood protection systems; base flood elevations determined; no base flood elevations determined.

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

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

FLOODWAY AREAS IN ZONE AE



OTHER FLOOD AREAS



ZONE X Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with flow velocities less than 1 foot per second; and areas protected by levees from 100-year flood.

OTHER AREAS



ZONE X Areas determined to be outside 500-year flood plain.

ZONE D Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS¹



Identified 1983



Identified 1990



Otherwise Protected Areas

¹Coastal barrier areas are normally located within or adjacent to special flood hazard areas.

Hoodplain boundary

Zone D boundary

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

Base Flood Elevation Line; Elevation in Feet



Cross Section Line

Base Flood Elevation in Feet Where Uniform Within Zone*



Elevation Reference Mark



River Mile



RM 7.5



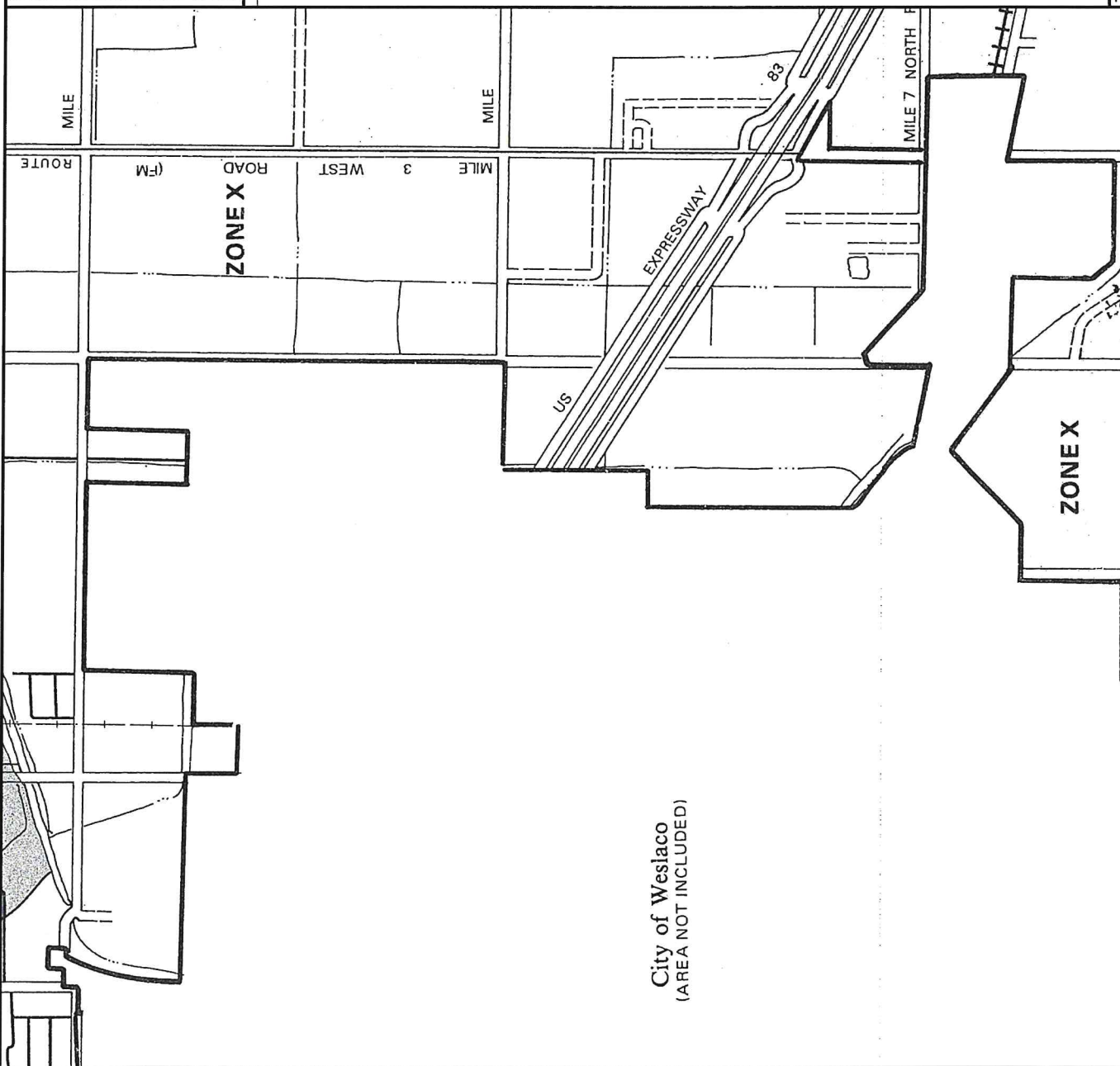
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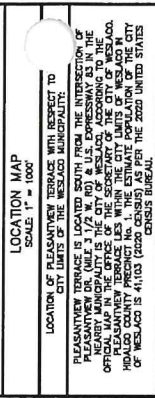


*referenced to the National Geodetic Vertical Datum of 1929

This is an official FIRMeTte showing a portion of the above-referenced flood map created from the MSC FIRMeTte Web tool. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For additional information about how to make sure the map is current, please see the Flood Hazard Mapping Updates Overview Fact Sheet available on the FEMA Flood Map Service Center home page at <https://msc.fema.gov>.

City of Weslaco
(AREA NOT INCLUDED)





THE STATE OF TEXAS
COUNTY OF HOLLAR

SUPREME
ENGINEERING

SUPREME ENGINEERING, PLLC
CONSULTING ENGINEERS
ENGINEERING FROM F-21133
135 PASSEO DEL PALMAR, SUITE 100
HOUSTON, TEXAS 77059
(281) 407-1314

[illegible]

Downloaded from <http://ajphaphysocpharm.sagepub.com/> at 11:06 11 November 2014

Radius	Tangent	Delta	Ave Length	Chord Direction	Chord Length
50.00'	32.17'	93°30'27"	57.17'	N88°25'47"E	54.10'
50.00'	32.08'	83°22'02"	57.04'	S46°07'56"E	54.00'

LINE TABLE		
Line #	Bearing	Length
L1	S73°19'E	144.10'
L2	S43°47'32"W	42.42'

L9	N46°12'11"W	28.29'
L10	S43°47'32"W	42.42'
L11	S46°12'28"E	42.44'
L12	N43°47'40"E	28.28'
L13	S48°12'11"E	26.29'

FILED FOR RECORD IN
HONOLULU COUNTY
ARTURO GUJARDO, JR.
COUNTY CLERK

UNION HOUSE, LLC
11.25 AC DO# 1144337 O.P.R.A.C.T.

SEBORG HERNANDEZ ETAL
CALLED 1.48 AC DO# 3148548 O.P.R.A.C.T.

W. 11TH ST
W. 12TH ST
W. 13TH ST
W. 14TH ST
W. 15TH ST
W. 16TH ST
W. 17TH ST
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UNIVERSITY OF CHICAGO
UNIVERSITY OF ILLINOIS AT CHICAGO
UNIVERSITY OF WISCONSIN-MADISON

WATSON, CITY OF WISLAO
 GUNSMAN, PLUNING AND ZONING COMMISSIONER
 _____ DATE _____

ATTENTION _____ DATE _____

PHONES BY DRAINAGE DISTRICT

BRANDALO COUNTY GRANULITE DISTRICT, NO. 1, HERBERT CERTIFIED THAT THE GRANULITE PLANT FOR THIS SUBWATER DIVISION WAS THE USUAL PLANT OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE, 48.111 (C.1). THE DISTRICT HAS NO OTHER PLANT IN THE SUBWATER DIVISION. THE GRANULITE PLANT IS THE RESPONSIBILITY OF THE DISTRICT AND HAS BEEN USED TO MAKE THEIR DETERMINATIONS.

APPROVED BY HUALICO AND CAMERON COUNTIES IRRIGATION DISTRICT #1
THIS PLAN IS HEREBY APPROVED BY HUALICO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 1 ON THIS DATE
_____, 20____
BY _____

GENERAL MANAGER

DATE

DALLAS

FORT WORTH

DALLAS-FORT WORTH EXPRESSWAY

DALLAS-FORT WORTH EXPRESSWAY

17' EASEMENT

SCALE BAR

NORTH ARROW

DEVELOPER NAME _____ DATE _____
 RAY BARTON DEVELOPMENT, LLC

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____

NOTARY PUBLIC FOR THE STATE OF TEXAS _____

MY COMMISSION EXPIRES _____

COUNTY OF TARRANT
 CITY OF DALLAS

DEVELOPER NAME	DATE
ROY SUPERIOR DEVELOPMENT, LLC	

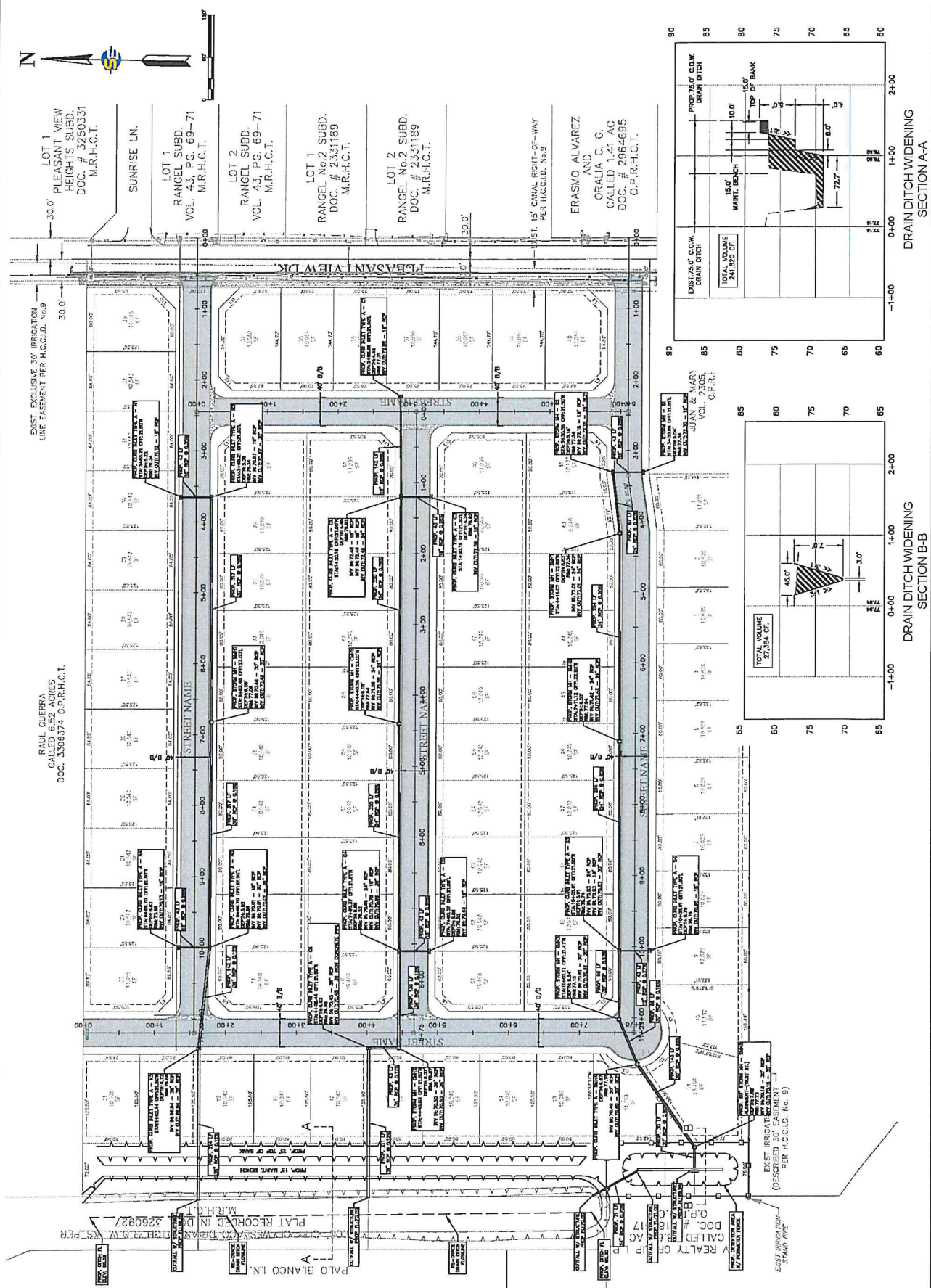
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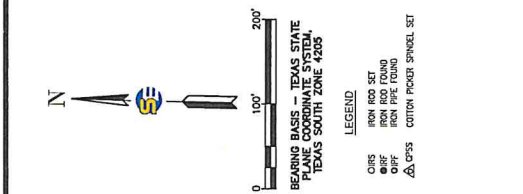
#	PROJECT NO.
REVISIONS:	
PROJECT TEAM	
O.C.	DESIGN BY:
A.T.O.	DRAWN BY:
CHECKED BY:	
O.C.	
APPROVED BY:	
REV DESCRIPTION	DATE
AMENDED BY:	

PREPARED FOR:
RGV SUPERIOR DEVELOPMENT, LLC
3407 SAN FABIAN ST.
MISSION, TEXAS 78572

PLEASANTVIEW TIER 3
STORM SEWER PLAN

99





LOCATION OF PLEASANTMEW TERRACE WITH RESPECT TO THE CITY LIMITS OF THE WESLACO MUNICIPALITY:

METES AND BOUNDS

PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THENCE, S 13° 19' E, ACROSS FARM TRACT 23, SAME BEING ALONG THE WEST LINE OF THE SAID 1.00 ACRE TRACT, A DISTANCE OF 144.19 FEET TO A 1/2 INCH IRON ROD WITH PINK CAP THEREON, S 13° 19' E, 144.19 FEET TO THE SOUTHWEST CORNER OF THE SAID 1.00 ACRE TRACT, SAME BEING ALONG THE NORTH LINE OF A CALLED 1.48 ACRE TRACT, CONVEYED TO SERGIO ESTEBAN HERNANDEZ RECORDED IN DOCUMENT NO. 3168968, OFFICIAL PUBLIC RECORDS OF HIDALGO COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 12° 43' W, ALONG THE EAST LINE OF THE SAID 18.680 ACRES TRACT, A DISTANCE OF 940.33 FEET TO A 1/2 INCH IRON ROD WITH PINK CAP STAMPED C.L.S. RPLS# Q389 BEING A POINT ALONG THE EAST RIGHT-OF-WAY LINE OF A CALLED CITY OF MESQUITE DRAIN DITCH, RECORDED IN DOCUMENT NO. 3202927, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, SAME BEING A POINT ALONG THE WEST LINE OF A CALLED CARM TRACT 20, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THE STATE OF TEXAS

REVIEW COPY

OMAR CANO, P.E.
LICENSE PROFESSIONAL ENGINEER No. 120081

The logo for Supreme Engineering, featuring the word "SUPREME" in large blue capital letters and "ENGINEERING" in smaller blue capital letters below it, with a yellow swoosh underline.

PLANT OF PLEASANTVIEW TERRACE

DATE: JANUARY 2023

2. FLOOD ZONE STATEMENT:

OVE THE TOP OF CURB AT THE

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

7. DIRECT DRIVEWAY ACCESS IS PROHIBITED FOR LOTS 33-40 ONTO PLEASANTVIEW DR.

4. SIREN LIGHTS AND SIGNS ARE TO BE INSTALLED BY DEVELOPER.

Curve Table

Curve #	Radius	Tangent	Delta	Arc Length	Chord Direction	Chord Length
C1	50.00'	32.17'	65°30'27"	57.17'	N68°25'47"E	54.10'
C2	50.00'	32.08'	65°22'02"	57.04'	S46°07'58"E	54.00'
C3	50.00'	32.08'	65°22'02"	57.04'	S1°19'40"W	54.00'

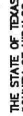
Line Table			
Line #	Bearing	Length	
L1	S13°19'E	144.10'	
L2	S43°47'32"W	42.42'	
L3	N46°12'11"E	28.28'	
L4	N43°47'49"E	28.28'	
L5	N46°12'11"W	28.29'	
L6	N43°47'49"E	28.28'	
L7	N46°12'11"W	28.29'	
L8	N43°47'49"E	28.28'	
L9	N46°12'11"W	28.29'	
L10	S43°47'32"W	42.42'	
L11	S46°12'28"E	42.44'	
L12	N43°47'49"E	28.28'	
L13	S46°12'11"E	28.29'	
L14	S43°47'49"W	28.28'	
L15	S46°12'11"E	28.29'	

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



ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

DEPUTY _____

DEVELOPER NAME
RGV SUPERIOR DEVELOPMENT, LLC

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:

THE STATE OF TEXAS
COUNTY OF HIDALGO

[illegible]DEVELOPER NAME
RGV SUPERIOR DEVELOPMENT LLC

STATE OF TEXAS

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC FOR THE STATE OF TEXAS

YOUR COMMISSION EXPIRES.

PRINCIPAL CONTACTS			
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER: RGV SUPERIOR DEVELOPMENT, LLC	3407 SAN FABIAN ST.	MISSION, TEXAS 78572	(956)960-4111
ENGINEER: OMAR CANO, P.E.	135 PASO DEL PRADO, STE. 7	EDINBURGH, TEXAS 78539	(956)272-7246
SURVEYOR: MANUEL CARRIZALES, R.E.S.	4807 CONDOMA AVE.	EDINBURGH, TEXAS 78542	(956)470-1489

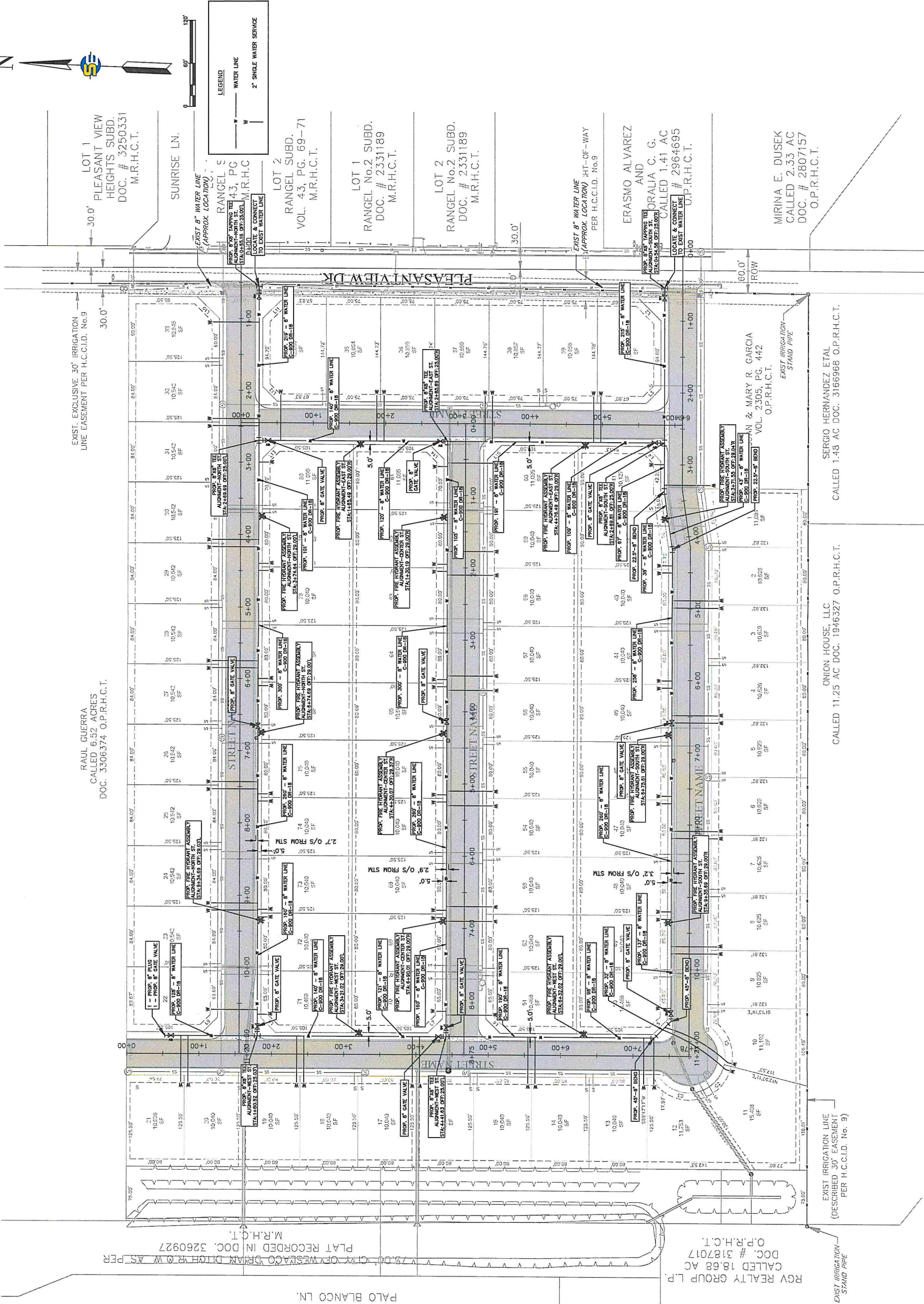
PREPARED FOR:
RGV SUPERIOR DEVELOPMENT, LLC
3407 SAN FABIAN ST.
MISSION, TEXAS 78572

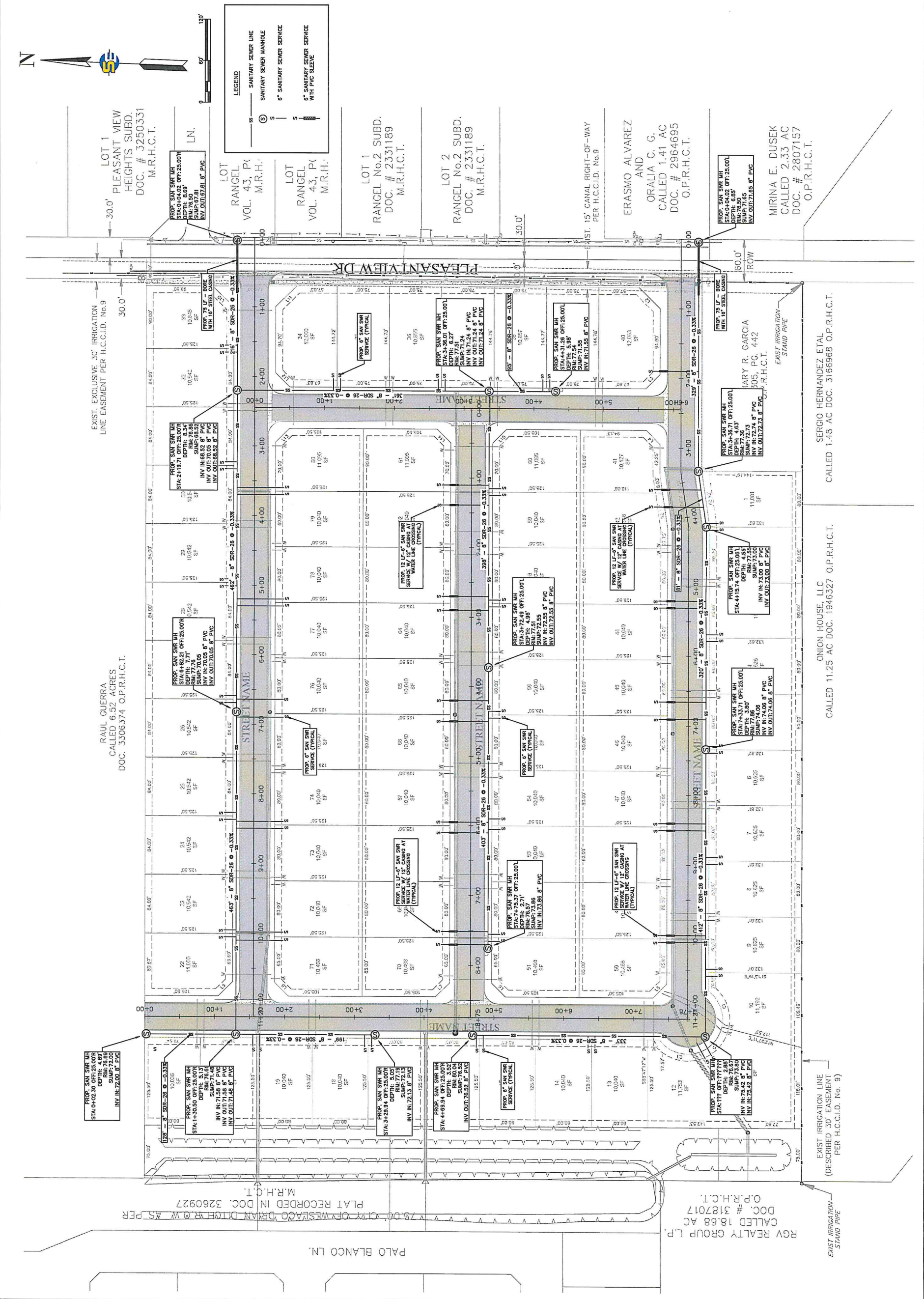
PLEASANTVIEW TERRACE
WATER DISTRIBUTION PLAN

#	PROJECT NO.	REVISIONS:
APPROVED BY:	REV	DESCRIPTION
CHECKED BY:		
DRAWN BY:		
DESIGN BY:		
O.C.		
O.C.		
O.C.		
DATE:		
APPROVED BY:		

THIS DOCUMENT IS PRELIMINARY AND IS RELAYED FOR THE PURPOSE OF INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION OR UNDER THE AUTHORITY OF OUR CAD, P.E. No. 120081 01/17/2023

SUPREME ENGINEERING
TBP&S FIRM No. F-21135
SUPREME ENGINEERING, PLLC
135 PASSE DEL PRADO, STE. 7
EDINBURG, TX 78539
PH: (956) 403-1314

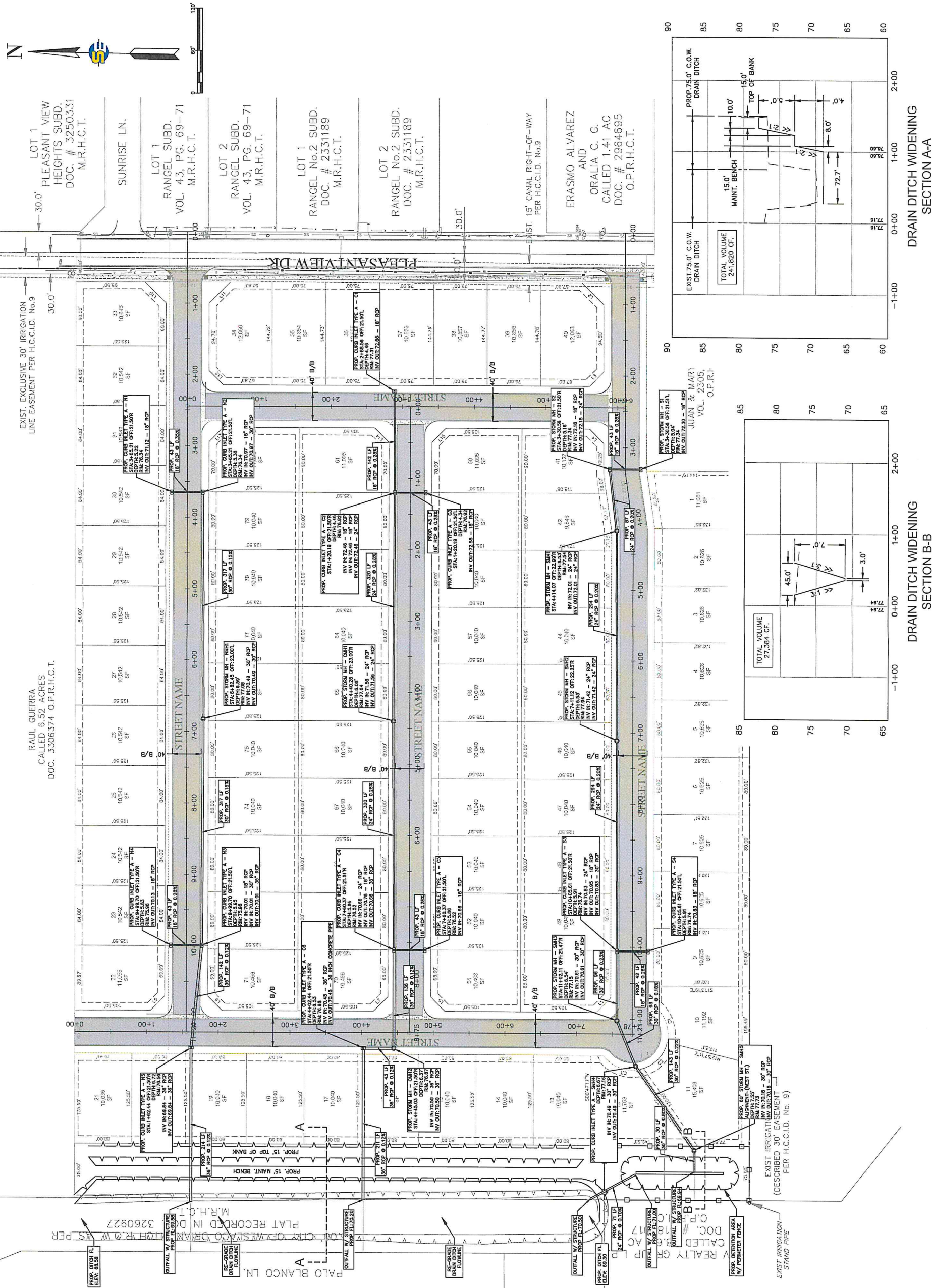




PROJECT NO.	REVISONS:			
##	PROJECT TEAM			
	DESIGN BY:			
	DRAWN BY:			
	CHECKED BY:			
	APPROVED BY:			
		REV	DESCRIPTION	DATE
				APPROVED BY:

THIS DOCUMENT IS PRELIMINARY AND
IS RELEASED FOR THE PURPOSE OF
INTERIM REVIEW AND MARK-UP ONLY
UNDER THE AUTHORITY OF
OMAR CANO, P.E. No. 120081
ON 1/13/2023

SUPREME ENGINEERING
 TBEPS FIRM NO. F-21135
 SUPREME ENGINEERING, PLLC
 135 PASADO DEL PRADO, SSTE. 7
 EDINBURG, TX 78539
 PH: (956) 403-1314



DRAIN DITCH WIDENING
SECTION A-A

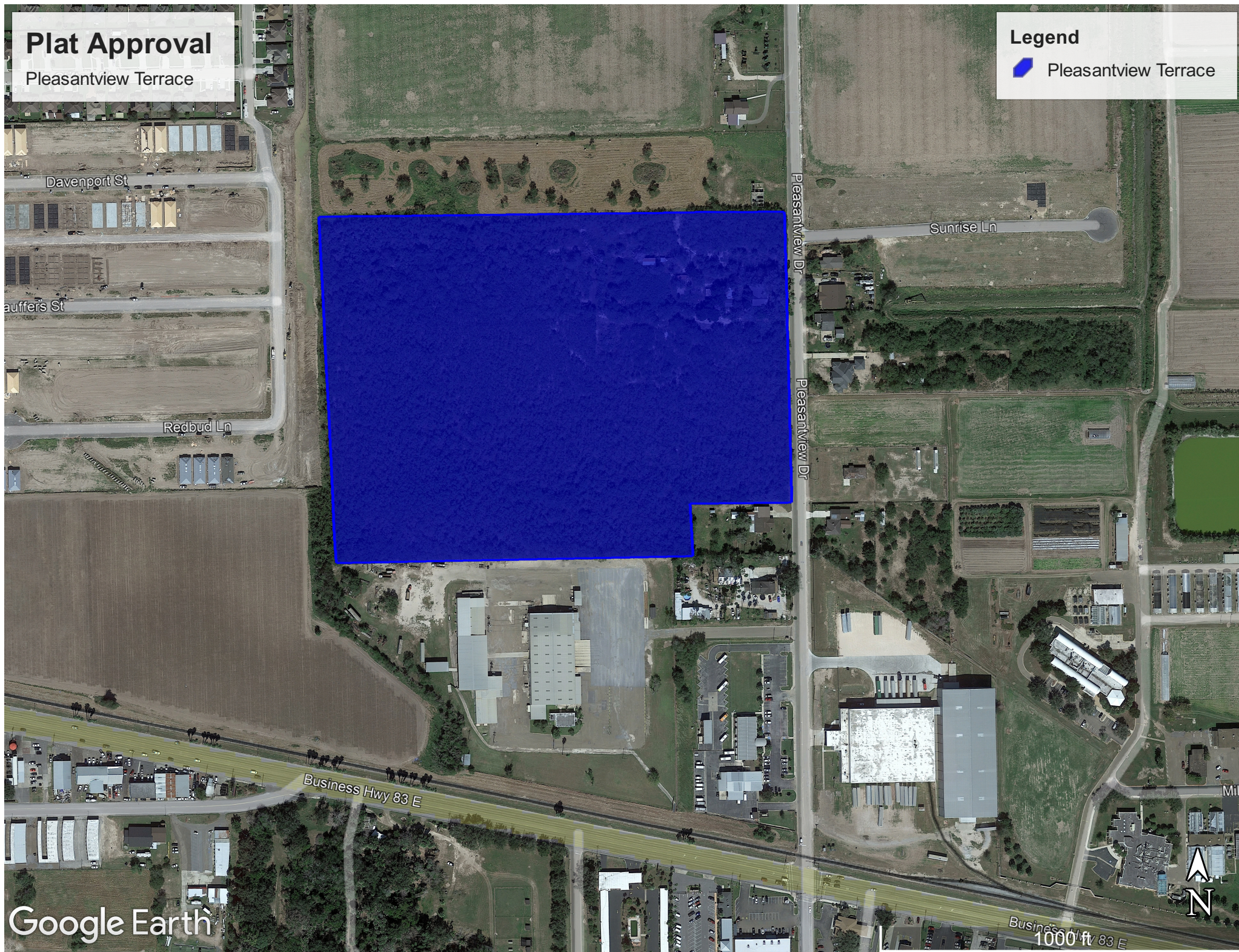
DRAIN DITCH WIDENING
SECTION B-B

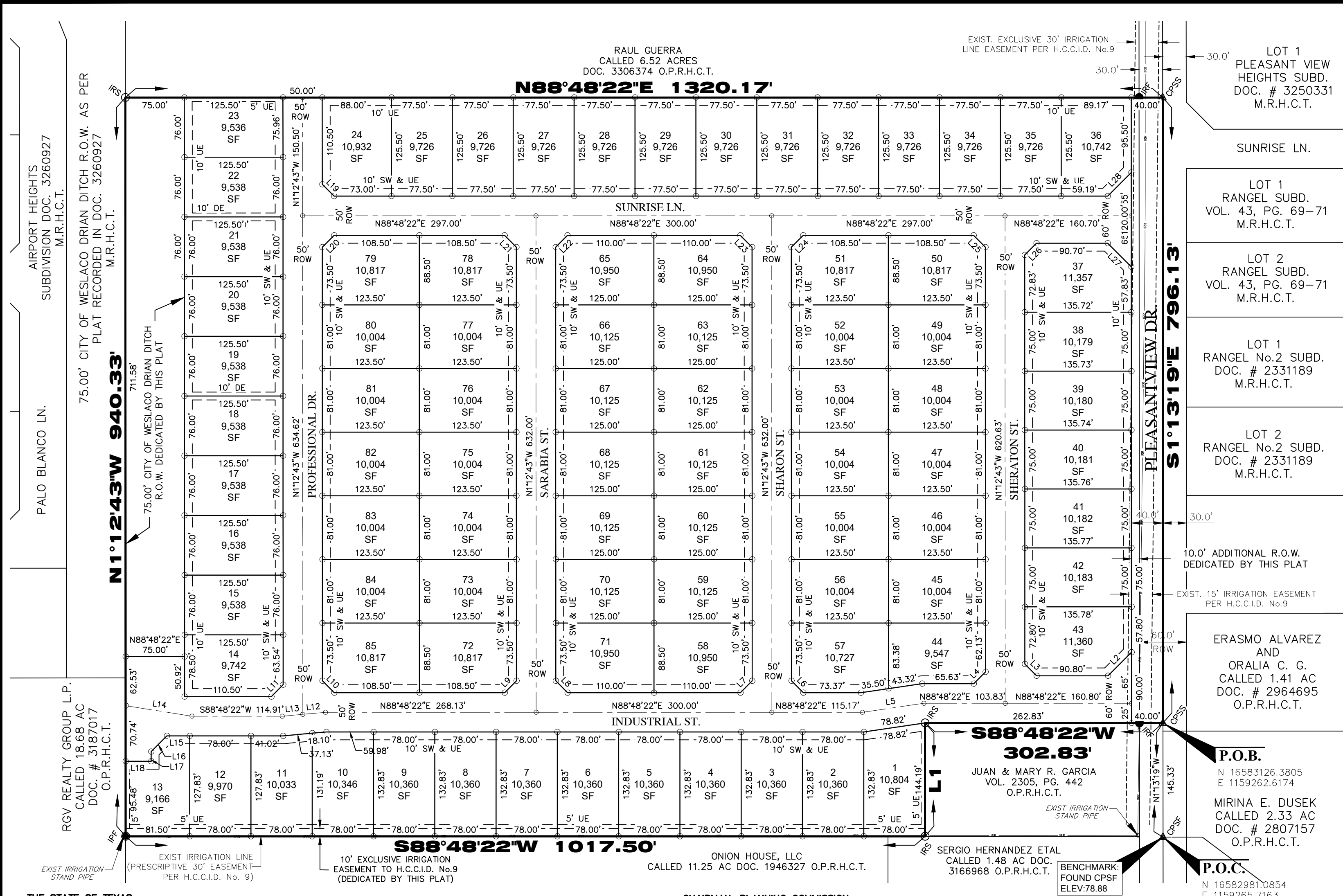
Plat Approval

Pleasantview Terrace

Legend

 Pleasantview Terrace





THE STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **PLEASANTVIEW TERRACE SUBDIVISION** TO THE **CITY OF WESLACO**, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE **CITY OF WESLACO**, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE **CITY OF WESLACO**.

DEVELOPER NAME _____ DATE _____
RGV SUPERIOR DEVELOPMENT, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE **PLEASANTVIEW TERRACE SUBDIVISION** TO THE **CITY OF WESLACO**, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, WATER LINES, SEWER LINES, STORM SEWERS, FIRE HYDRANTS AND PUBLIC PLACES WHICH ARE INSTALLED OR WHICH I (WE) WILL CAUSE TO BE INSTALLED THEREON, SHOWN OR NOT SHOWN, IF REQUIRED OTHERWISE TO BE INSTALLED OR DEDICATED UNDER THE SUBDIVISION APPROVAL PROCESS OF THE **CITY OF WESLACO**, ALL THE SAME FOR THE PURPOSES THEREIN EXPRESSED, EITHER ON THE PLAT HEREOF OR ON THE OFFICIAL MINUTES OF THE APPLICABLE AUTHORITIES OF THE **CITY OF WESLACO**.

DEVELOPER NAME _____ DATE _____
RGV SUPERIOR DEVELOPMENT, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES _____

DEVELOPER NAME _____ DATE _____
RGV SUPERIOR DEVELOPMENT, LLC

PRINCIPAL CONTACTS			
NAME	ADDRESS	CITY, STATE & ZIP CODE	PHONE
OWNER: RGV SUPERIOR DEVELOPMENT, LLC	3407 SAN FABIAN ST.	MISSION, TEXAS 78572	(956)360-4111
ENGINEER: OMAR CANO, P.E.	135 PASEO DEL PRADO, STE. 7	EDINBURG, TEXAS 78539	(956)403-1314
SURVEYOR: MANUEL CARRIZALES, R.P.L.S.	4807 GONDOLA AVE.	EDINBURG, TEXAS 78542	(956)470-1489

CHAIRMAN, PLANNING COMMISSION

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

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

MAYOR, CITY OF WESLACO

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

MAYOR, CITY OF WESLACO _____ DATE _____

ATTEST: _____ DATE _____

APPROVED BY DRAINAGE DISTRICT

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

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

APPROVED BY HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT #9

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

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

2. IT IS UNDERSTOOD THAT THE RATE 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. HCID No. 9 WILL NOT BE RESPONSIBLE FOR THE STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION. AS WELL, HCID No. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION. IF DESIRED, THIS WILL NOT BE AT THE DISTRICTS EXPENSE.

4. HCID No. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEM DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.

5. HCID No. 9 EXCLUSIVE EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

BY: _____ DATE _____
GENERAL MANAGER

- GENERAL NOTES**
- MINIMUM SETBACK LINES:
FRONT 20.00' OR GREATER FOR EASEMENTS.
REAR 15.00' OR GREATER FOR EASEMENTS.
SIDE 5.00' OR GREATER FOR EASEMENTS.
CUL-DE-SAC LOTS: FRONT 15.00' OR GREATER FOR EASEMENTS.
SIDE CORNER GARAGE 20.00' OR GREATER FOR EASEMENTS.
 - FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X".
 - AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD ACCORDING TO COMMUNITY-PANEL NO. 462334 0450 C, REVISED JUNE 6, 2000.
 - SUBDIVISION CONSIST OF **85 MULTI-FAMILY LOTS**.
 - BENCHMARK: FOUND COTTON PICKER SPINDLE AT CENTER LINE OF PLEASANT VIEW DR. ELEVATION = 78.88
 - FINISHED FLOOR ELEVATION ESTABLISHED MUST BE HIGHER THAN 18" ABOVE TOP OF CURB OR CENTER LINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
 - 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 224,046 CUBIC-FEET OR 5.14 ACRE- FEET OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ABOVE IF IT DETERMINES AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPROVISED AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATION OF THIS SUBDIVISION.
 - NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
 - DIRECT DRIVEWAY ACCESS IS PROHIBITED FOR LOTS 36-43 ONTO PLEASANTVIEW DR.
 - 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.
 - THIS SUBDIVISION WAS DESIGNED FOR A 50 YEAR FLOOD WITH DETENTION.
 - ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE MINIMUM WIDTH OF 10.00' FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.
 - CLEARANCE FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER PAT INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).
 - ALL CONSTRUCTION TO MEET THE CITY OF WESLACO REQUIREMENTS AND STANDARDS.
 - ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE CENTER OF THE LOT TO THE CURB AT A 0.25% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES PARAGRAPH 3.1.4.
 - STREETLIGHT MUST BE LOCATED EVERY 300 FEET.
 - A 5 FT. SIDEWALK IS REQUIRED ALONG EXTERIOR PERIMETER UPON THE ISSUANCE OF A NOTICE TO PROCEED.
 - A 4 FT. SIDEWALK IS REQUIRED ALONG ALL INTERIOR STREETS UPON THE ISSUANCE OF A BUILDING PERMIT. ON CORNER LOTS, THE OWNER SHALL BE RESPONSIBLE FOR THE SIDEWALK ALONG ALL STREETS ADJOINING THE LOT.
 - LANDSCAPING IS REQUIRED PER CITY ORDINANCE.
 - CORNERS LOT DRIVEWAYS SHOULD BE CONSTRUCTED AT FURTHEST POSSIBLE POINT FROM INTERSECTIONS AND IN COMPLIANCE WITH ACCESS MANAGEMENT ORDINANCE.
 - A MINIMUM SIX-FOOT BUFFER FENCE SHALL BE REQUIRED TO SEPARATE MULTI-FAMILY WITH SINGLE FAMILY AND COMMERCIAL.
 - NO FILL OF PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE EASEMENT.

ERASMO ALVAREZ AND ORALIA C. G. CALLED 1.41 AC DOC. # 2964695 O.P.R.H.C.T.

P.O.B. N 16583126.3805 E 1159262.6174

MIRINA E. DUSEK CALLED 2.33 AC DOC. # 2807157 O.P.R.H.C.T.

P.O.C. N 16582981.0854 E 1159265.7163

Line Table			Line Table		
Line #	Bearing	Length	Line #	Bearing	Length
L1	S11°13'19"E	144.19'	L14	S82°10'56"E	85.52'
L2	N43°47'32"E	42.42'	L15	S88°48'22"W	29.00'
L3	S46°12'11"E	21.22'	L16	S43°47'32"W	28.28'
L4	N43°47'49"E	21.21'	L17	S11°13'19"E	12.34'
L5	N80°30'49"E	78.82'	L18	N88°48'22"E	32.49'
L6	S46°12'11"E	21.22'	L19	N46°12'11"W	21.22'
L7	N43°47'49"E	21.21'	L20	S43°47'49"W	21.21'
L8	S46°12'11"E	21.22'	L22	S43°47'49"W	21.21'
L9	N43°47'49"E	21.21'	L23	N43°47'32"E	42.42'
L10	S46°12'11"E	21.22'	L25	N46°12'11"W	21.22'
L11	N43°47'49"E	21.21'	L26	N43°47'49"E	21.21'
L12	N83°36'41"E	28.99'	L27	S46°12'28"E	42.44'
L13	N83°36'41"E	26.23'	L28	N43°47'32"E	42.42'

THE STATE OF TEXAS
COUNTY OF HIDALGO

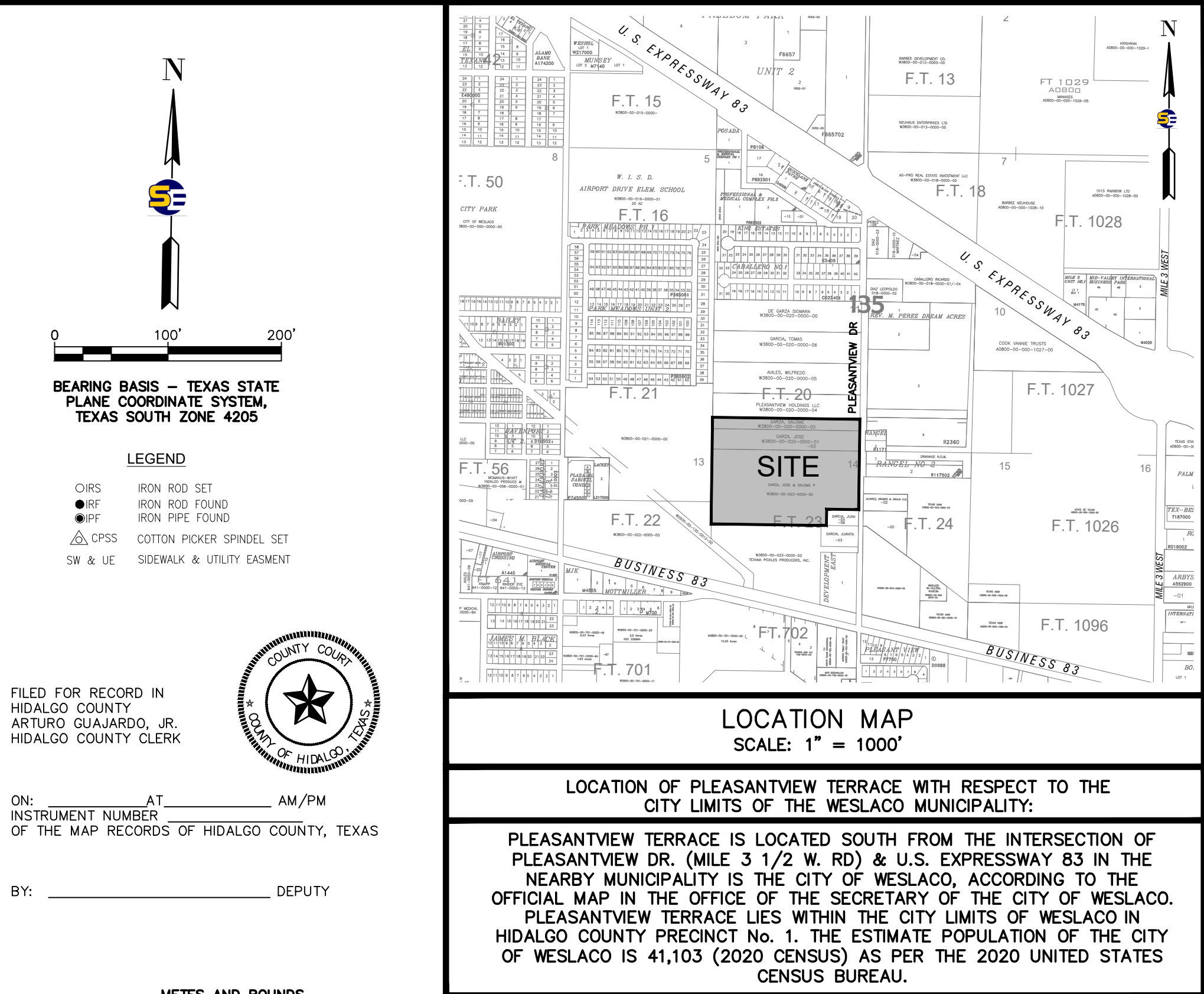
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

MANUEL CARRIZALES, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6388
SURVEY FIRM No. 10194417

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

OMAR CANO, P.E.
LICENSE PROFESSIONAL ENGINEER No. 120081





Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7059	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration on the purchase of a 2024 GMC Sierra 1500 2WD Regular Cab from Gunn Auto Group Buyboard contract #601-19 in the amount of \$42,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement.)			
Background: The original budgeted amount for this line item was \$35,000.00 but due to inflation the price has gone up to \$42,000.00 in order to purchase the vehicle, lighting and logos			
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: Staff recommends approval			
Attachments, if any: 2024 Sierra 1500 GMC truck			
Responsibilities upon Approval: Satff wil purchase equipment			



GUNN Acura
11911 IH 10 West
San Antonio, TX 78230
Phone: (210) 696-2232

GUNN BUICK GMC
16440 IH 35 North
Selma, TX 78154
Phone: (210) 599-5600

GUNN CHEVROLET
16550 IH 35 North
Selma, TX 78154
Phone: (210) 599-5000

GUNN Honda
14610 IH 10 West
San Antonio, TX 78249
Phone: (210) 680-3371

GUNN NISSAN GUNN NISSAN of DENTON
750 NE LOOP 410 5650 S Interstate 35 E
San Antonio, TX 78209 Corinth, TX 76210
Phone: (210) 496-0806 Phone: (940) 270-9000

DEAL WORKSHEET

Deal # _____

BUYER INFORMATION

Date 10/10/2023
Buyer's Name City Of Weslaco
Co-Buyer's Name _____
Business Name City Of Weslaco
Address 255 S Kansas Ave
City & State Weslaco Zip 78596
Home Phone (956) 447-3407 Bus. Phone (956) 793-8735
Cell Phone _____ E-Mail darce@weslacotx.gov
Est. Delivery Date _____ Customer # _____
SalesPerson 1 Danny Mireles SalesPerson 1 ID # 151
SalesPerson 2 _____ SalesPerson 2 ID # _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

TRADE-IN INFORMATION

Yr. _____ Make _____ Model _____ Miles _____
Lic # _____ Vin # _____
Lienholder _____
Acct # _____ Payoff _____ Good Until _____
Lienholder Address _____
City & State _____
Phone # _____ Quoted by _____

Stock # on Order Vin # _____
Year 2024 Make GMC
Model Sierra 1500 Model Trim Pro
Miles _____ Color White
M.S.R.P. \$39,165.00 Discount \$900.00 O.S.P. \$38,265.00

Dealer Installed Accessories *

1. Buy Board Fee	\$400.00
2. Delivery Fee	\$430.65
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. Buy board contract#601-19	_____

Selling Price	\$38,265.00
Plus Owed Accessories	\$830.65
Selling Price w/ Accessories	\$39,095.65
Sales Services Fee	_____
Trade-In Appraised Value	\$0.00
Factory Rebate(s), if any	_____

Sub-Total	\$39,095.65
State Motor Vehicle Sales Tax	\$0.00
Dealer's Inventory Tax	\$0.00
Lic., Title, Insp., R&B, Etag, Ins. Ver., Sys. Fees	\$23.75
Balance Due on Trade-In	\$0.00
Documentary Fee	\$0.00

Total	\$39,119.40
Deposit Receipt #	_____
Cash Down Receipt #	\$0.00
Amount to Finance	\$39,119.40

Payment estimates are based on a standard rate presented to all Gunn customers. Specific terms are subject to each individual customer's ability to meet the financial criteria established by third party lenders. Therefore, the terms shown above are not binding and are subject to change based upon individual customer qualifications.

Date 10/10/2023 Buyer's / Co-Buyer's Signature: _____ Accepted _____



Gunn Buick, GMC , Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

City Of Weslaco

Prepared For: David Arce 2024 GMC Reg Cab SWB Turbo Max

956-973-3146

darce@weslacotx.gov

[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro (2)



Gunn Buick,GMC , Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro (2) (☒ Complete)

Window Sticker

SUMMARY

[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro

MSRP:\$37,700.00

Interior:Jet Black, Vinyl seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic, (Column shifter) electronically controlled

OPTIONS

CODE	MODEL	MSRP
TC10703	[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro	\$37,700.00
OPTIONS		
1SA	Pro Preferred Equipment Group	\$0.00
AKO	Glass, deep-tinted	Inc.
AZ3	Seats, front 40/20/40 split-bench	\$0.00
C49	Defogger, rear-window electric	Inc.
CTT	Hitch Guidance	Inc.
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
H2G	Jet Black, Vinyl seat trim	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo	\$0.00
K34	Cruise control, steering wheel-mounted	Inc.
L3B	Engine, TurboMax	\$0.00
MFC	Transmission, 8-speed automatic, (Column shifter) electronically controlled	\$0.00
PCI	Convenience Package	Inc.
PEB	Pro Value Package	\$1,320.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
QBR	Tire, spare 255/70R17 all-season, blackwall	\$0.00

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Data Version: 20660. Data Updated: Oct 9, 2023 7:57:00 PM PDT.



Gunn Buick,GMC , Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro (2) (☒ Complete)

QT5	Tailgate, gate function manual with EZ Lift	Inc.	
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver		\$0.00
UF2	LED Cargo Area Lighting	Inc.	
Z82	Trailer Package	Inc.	
—	Option/package discount		(\$1,850.00)
SUBTOTAL			\$37,170.00
Adjustments Total			\$0.00
Destination Charge			\$1,995.00
TOTAL PRICE			\$39,165.00

FUEL ECONOMY

Est City:18 MPG
Est Highway:22 MPG
Est Highway Cruising Range:528.00 mi

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Data Version: 20660. Data Updated: Oct 9, 2023 7:57:00 PM PDT.



Gunn Buick, GMC , Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro (2) (✔ Complete)

Standard Equipment

Package

GMC Pro Safety includes (UEU) Forward Collision Alert, (UE4) Following Distance Indicator, (UKJ) Front Pedestrian Braking, (TQ5) IntelliBeam, (UHX) Lane Keep Assist with Lane Departure Warning, and (UHY) Automatic Emergency Braking (Includes (T8Z) Buckle to Drive.)

Mechanical

Pickup bed (Deleted when (ZW9) pickup bed delete is ordered on Regular Cab models.)

Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (Not available with (VYU) Snow Plow Prep Package, (ZW9) pickup bed delete, (KC4) external engine oil cooler or (X31) X31 Off-Road Package. Includes (KW5) 220-amp alternator.) (STD)

Transmission, 8-speed automatic, (Column shifter) electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Standard and only available with (L3B) TurboMax engine.) (STD)

GVWR, 6700 lbs. (3039 kg) (Requires 2WD Regular Cab Standard Bed model.)

Rear axle, 3.42 ratio (Included and only available with (L3B) TurboMax engine.)

Push Button Start

Automatic Stop/Start (Not available with (FHS) E85 FlexFuel capability.)

Suspension Package, Standard

Rear wheel drive

Alternator, 220 amps (Standard on (L3B) TurboMax engine. Included with (VYU) Snow Plow Prep Package and available with (L84) 5.3L EcoTec3 V8 engine. Not available as free flow on Regular Cab models with (L84) 5.3L EcoTec3 V8 engine.)

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L84) 5.3L EcoTec3 V8 engine or (L3B) TurboMax engine.)

Frame, fully-boxed, hydroformed front section

Cargo tie downs (12), fixed

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Capless Fuel Fill

Exhaust, single outlet

Exhaust, aluminized stainless-steel muffler and tailpipe

Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel, Silver (STD)

Tires, 255/70R17 all-season, blackwall (STD)

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Data Version: 20660. Data Updated: Oct 9, 2023 7:57:00 PM PDT.



Gunn Buick, GMC , Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro (2) (✓ Complete)

Exterior

- Tire, spare 255/70R17 all-season, blackwall (Included with (QBN) 255/70R17 all-season, blackwall tires.) (STD)
- Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumper, front chrome lower (Requires (VJH) rear chrome bumper and (E63) pickup bed. Required with (PQA) 1SA Safety Plus Package on 1SA unless ordered with (WBP) Graphite Edition.)
- Bumper, rear chrome with bumper CornerSteps (Requires (V46) front chrome bumper and (E63) pickup bed.)
- CornerStep, rear bumper
- Grille (Chrome header with flat black grille insert bars)
- Headlamps, LED projectors with Fade-on/Fade-off animation, LED turn signals and Daytime Running Lamps
- IntelliBeam, automatic high beam on/off (Included and only available with (PDI) GMC Pro Safety.)
- Taillamps, LED LED signature taillight and Fade-on/Fade-off animation, incandescent stop, turn and reverse light
- Mirrors, outside heated power-adjustable (Included and only available with (PCI) Convenience Package or (ZLQ) Fleet Convenience Package on Crew Cab and Double Cab models. Standard on Regular Cab models.)
- Glass, solar absorbing, tinted
- Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no lift assist (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Tailgate and bed rail protection caps, top
- Tailgate, locking utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete or (QK2) GMC MultiPro Tailgate.)
- Door handles, Black grained

Entertainment

- Audio system, GMC Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones (STD)
- Audio system feature, 2-speakers in front doors (Requires Regular Cab model.)
- Bluetooth for phone connectivity to vehicle infotainment system
- Wireless, Apple CarPlay / Wireless Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 20660. Data Updated: Oct 9, 2023 7:57:00 PM PDT.



Gunn Buick,GMC , Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro (2) (✓ Complete)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat trim, Vinyl

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering column, Tilt-Wheel, manual with wheel locking security feature

Steering wheel, urethane

Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Compass, located in instrument cluster

Exterior Temperature Display, located in radio display

Brake lining wear indicator

Windows, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone manual

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

GMC Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Interior

Automatic Emergency Braking (Included and only available with (PDI) GMC Pro Safety.)

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and GMC Connected Services capable (Terms and limitations apply. See onstar.com or dealer for details.)

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Gunn Buick, GMC , Ltd

Danny Mireles | 210-599-5000 ext 2059 | dmireles@gunnauto.com

[Fleet] 2024 GMC Sierra 1500 (TC10703) 2WD Reg Cab 126" Pro (2) (✓ Complete)

Safety-Interior

- HD Rear Vision Camera (Not available with (ZW9) pickup bed delete.)
- Following Distance Indicator (Included and only available with (PDI) GMC Pro Safety.)
- Forward Collision Alert (Included and only available with (PDI) GMC Pro Safety.)
- Lane Keep Assist with Lane Departure Warning (Included and only available with (PDI) GMC Pro Safety.)
- Buckle to Drive (Included and only available with (PDI) GMC Pro Safety.)
- Tire Pressure Monitor System, auto learn includes Tire Fill Alert (does not apply to spare tire)
- 3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myGMC mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Safety-Mechanical

- Front Pedestrian Braking (Included and only available with (PDI) GMC Pro Safety.)
- StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

- Daytime Running Lamps, LED signature lighting

WARRANTY

- Basic Years: 3
- Basic Miles/km: 36,000
- Drivetrain Years: 5
- Drivetrain Miles/km: 60,000
- Drivetrain Note: Sierra TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Corrosion Years (Rust-Through): 6
- Corrosion Years: 3
- Corrosion Miles/km (Rust-Through): 100,000
- Corrosion Miles/km: 36,000
- Roadside Assistance Years: 5
- Roadside Assistance Miles/km: 60,000
- Roadside Assistance Note: Sierra TurboMax™ engines, 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
- Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 20660. Data Updated: Oct 9, 2023 7:57:00 PM PDT.



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7009	
From:			
Subject: Discussion and consideration to reschedule or cancel the regular meeting of November 7, 2023. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve consideration to re-schedule for November 6, 2023.			
Staff Recommendation: Consider re-scheduling the November 7 regular meeting to a special meeting for Monday, November 6.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7046	
From:			
Subject: Discussion and consideration to approve the selection of a Graphic Designer from RFQ No. 2022-23-30 for Graphic Design Services for a logo refresh, and negotiate a contract with top ranked firm and authorize the Mayor to execute any related documents. Possible action. (Staffed by Jasmine Rico-Joens, 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: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7033	
From:			
Subject: Discussion and consideration to approve and award the Depository Services Contract to the most advantageous respondent from RFP 2022-23-24 Best and Final Offer 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.)			
Background: At the September 19th meeting, council requested staff to invite the bidders to submit their best and final offers. Staff received and evaluated proposals, which are attached to the agenda item.			
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 the governing body.			
Staff Recommendation:			
Attachments, if any: 101723 DEPOSITORY CONTRACT, Depository Contract Summary Table, Plain's Capital BAFO Response Letter, City of Weslaco BAFO TNB -Partial CRA Report, Texas Regional BAFO			
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: October 13, 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. On September 19th, City Commission requested that all bidders be invited to submit a best and final offer. We received the best and final offers from the banks and below is a summary of the offers.

LONESTAR NATIONAL BANK:

Lonestar is offering the following as their best and final offer.

The City will earn interest on all deposit balances maintained at the bank. The rate paid will be 4.75% fixed for the 1st six months. Thereafter the rate paid will be tied to an average of 65% of the U.S. Treasury 13-week bill rate, currently 3.45%. LSNB will provide a floor 0.10% and a cap of 3.75% on the variable rate. No minimum balance is required.

The City can maximize their earnings by sweeping excess funds to the ICS account with unlimited withdrawals on funds placed into demand deposit accounts. The rate paid on these funds would be fully transparent and tied to the IORB (Interest on Reserve Balances) less 20 basis points, currently 5.20%.

PLAINS CAPITAL BANK

In Plain's Capital proposed structure, the City would place funds in an Insured Cash Sweep (ICS), which is fully liquid, and 100% FDIC insured. This will earn interest at the lower fed funds target rate less .10bp. The proposed ZBA rate structure in conjunction with ICS Sweep is currently at 5.25% & 5.15 since the Lower Fed Funds rates has increases since the date of proposals. Plains did add a floor of .10% for the ICS rates.

PNC BANK

PNC is recommending an account structure leveraging their MMDA Sweep Option, which a collateralized Sweep. They adjusted their rates for the MMDA Sweep to 4.8%, improved the Earnings Credit Rate to 1.85%, and reduced the annual treasury management fees to \$32,784. They also improved optional rates if the City plans to pursue a different account structure.

TEXAS NATIONAL BANK

Texas National Bank is offering an Interest-Bearing Accounts with variable interest rates. Their interest rates will be based as 70% of the closing price of the previous month's 3-month Treasury Bill. They do mention a cap of 3.75% on the interest rate.

TEXAS REGIONAL BANK

Interest Rate offered by Texas Regional will be tied to a 13-week T-Bill, with a ceiling of 4.65% for the first 9 months of the contract. For the remainder of the contract the ceiling drops to 4.0%. The City must maintain a combined balance of \$500,000 to maintain the waiving of the fees. Rates will be reviewed at the end of each contract term.

Incentives:

Each incentive offered by the banks have been considered and allocated through the contract term and seen in the investable balance, which is used to calculate the potential interest earned.

Conclusion:

In summary, all the interest rates provided are bank managed, meaning that they are subject to change at the discretion of the bank. We are currently seeing interest rates trending upward, which is allowing the banks to offer great interest rates that we have not seen previously. Just last year the T-Bill were approximately 1.75 basis points lower than what we see today while the Interest Rate of Reserve Balances (IORB) were 2.25 basis points lower than today. If the rates continue to increase, the City loses earning potential with LSNB, Texas National Bank, and Texas Regional Bank, which are including ceilings on the interest rates offered, but no service fees. Plains Capital and PNC Bank currently do not have ceilings on their proposals but are the two banks who are charging services fees on the depository contract. The City's overall goal with the bidding of the depository contract is to get the maximum services while also earning all possible potential interest.

Below are links to the Historical Date of the Interest Rates, which the banks are basing their rates on.

[Federal Funds Target Rate History](#)

[Interest Rate on Reserve Balance History \(IORB\)](#)

[13 Week T-Bill History](#)

[3 Month T-Bill History](#)

Get maximum services while also earning all possible potential interest										
	Lonestar National Bank		Plains Capital Bank		PNC, Bank		Texas National Bank		Texas Regional Bank	
	Best & Final Offer	Original Proposal	Best & Final Offer	Original Proposal	Best & Final Offer	Original Proposal	Best & Final Offer	Original Proposal	Best & Final Offer	Original Proposal
Earnings Credit Rate (ECR)	N/A		5.25%	5.00%	1.85%	1.65%			0.00%	1.00%
Interest Bearing (IB)	4.75%	3.50%	5.15%	4.90%	4.25%	4.15%	3.75%	3.46%	4.65%	3.50%
Money Market Account (MMA)	5.20%	4.75%	4.90%	4.90%	4.95%	4.90%	4.00%		4.65%	3.50%
Sweeps to Money Market Mutual fund	5.20%		N/A	N/A	4.80%	4.65%	N/A		N/A	
BANKING COSTS										
Waiving Fees	X						X		X	
Compensating Balance Fees Basis	\$	-	\$	2,487	\$	2,503	\$	-	\$	-
*Based on 5M in Monthly Balance										
Investable Balance	\$	5,000,020	\$	4,997,513	\$	3,376,161	\$	5,000,063	\$	5,000,301
FEES:	\$	-	\$	2,487	\$	2,503	\$	-	\$	-
Earnings:										
IB:	\$	19,791.75	\$	21,447.66	\$	11,957.24	\$	15,625.20	\$	224,388.51
MMA	\$	21,666.75	\$	20,406.51	\$	13,926.66	\$	16,666.88	\$	224,388.51
Sweeps to MMMF		0		0	\$	13,504.64		0	N/A	
	Potential First Year Interest		Potential First Year Interest		Potential First Year Interest		Potential First Year Interest		Potential First Year Interest	
	\$ 260,001.04		\$ 244,878.15		\$ 167,119.95		\$ 200,002.52		\$ 224,388.51	
	(35,000.00)		(35,000.00)		-		(35,000.00)		(35,000.00)	
	\$ 225,001.04		\$ 209,878.15		\$ 167,119.95		\$ 165,002.52		\$ 189,388.51	

September 15, 2023

City of Weslaco
Attn: Rosie Cavazos, Finance Director
255 Kansas Avenue
Weslaco, TX 78596

RE: Request for Best and Final Offer No. 2022-23-24 Depository Banking Services

Dear Ms. Cavazos,

We appreciate the opportunity to submit our Best and Final Offer to the City of Weslaco. I want to reiterate we are a local bank. I am a **proud resident** of the City of Weslaco for 15 years. In addition to raising my family here, my wife helps support children in the local schools in the Weslaco region. We also have 12 employees and their families who live in the City and have a vested interest in its success just like I do. PlainsCapital Bank has also invested in the City when we built a brand new branch in the City back in 2017.

Our commitment to the RGV Community includes some of the following examples and we look forward to the opportunity to partner with the City of Weslaco for future events.

- Weslaco Area Chamber of Commerce members
- Knapp Community Care Foundation & Knapp Medical Center Foundation – Jesse Santana, Board Member
- Rio Grande Valley Partnership – Larry Gonzalez, Board Director
- United Way South Texas – Larry Gonzalez, Board Member
- Habitat For Humanity
- United Way - VITA Program, N. Cameron County Pop Star Reading Program
- Financial literacy at Mission ISD, Donna ISD, Harlingen CISD school fairs (i.e. Texas Teen Financial Expo)
- Boys & Girls Club of McAllen – Mark Voss, Past President, Executive/Finance/Sports Committee
- Boys & Girls Club of Pharr – Armando Martinez, Jr, Board Member
- Easter Seals
- \$1 million gift supporting student scholarships at UTRGV
- UTRGV Internship Program / Management Trainee
- UTRGV Development Board – Robert Norman, Board Member
- McAllen Economic Development – Robert Norman, Board Member
- UTRGV Sr Bank Officers –Career speaker

The bank's proposed structure, Insured Cash Sweep (ICS), is fully liquid, 100% FDIC insured, and will earn interest at the Lower Fed Funds target rate less .10 bp. In addition, the bank can



offer you a ZBA structure in conjunction with the ICS Sweep. Since the RFP was issued, the Lower Fed Funds Rate has **increased**, and our proposed rates are now at **5.25% Earnings Credit Rate and 5.15% ICS**.

As part of the Best and Final Offer, PlainsCapital Bank would like to add a floor of .10% for the ICS.

We do want to clarify some incorrect information in the evaluation. **There are no limitations as to the number of transfers/withdrawals utilizing our Insured Cash Sweep. It is fully automatic.** In your Analysis of Bank Depository Services Proposals, Summary and Recommendation section, it referenced it was limited to six withdraws which is not correct.

All funds are available, and automatically transfer to fund daily activity including wires, checks, ACH items, etc. In addition, when PlainsCapital Bank places the City's funds using ICS, your deposit is sent from your transaction account at our bank into deposit accounts at other ICS Network banks in amounts below \$250,000, the standard FDIC insurance maximum. As a result, you can access FDIC insurance coverage from many institutions while working directly with PlainsCapital Bank and earning interest on swept funds.

When institutions that use ICS swap deposits on a dollar-for-dollar basis, the same amount of funds placed through the network returns to PlainsCapital Bank in the City of Weslaco and the surrounding area. As a result, the total amount of your original deposit can remain with PlainsCapital Bank and be used for **local** lending. This does not apply to funds swept into the Invesco fund. Based on the City's desire to have funds on deposit used to benefit the City and surrounding area, we recommend the ICS.

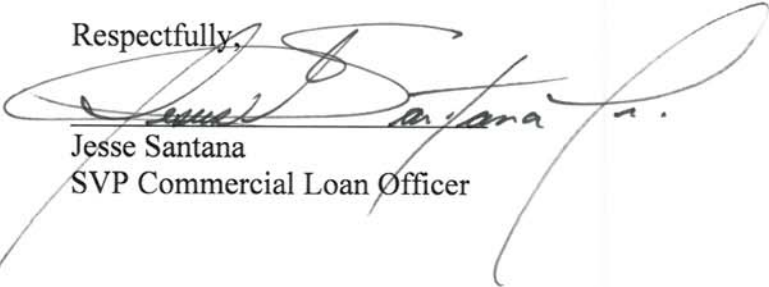
Although the Bank does offer a Government & Agency Invesco sweep fund, our analysis on our proposed rates vs. the Invesco Government & Agency rates for the past 5 years shows our proposal using Insured Cash Sweep is more favorable to the City. Therefore, we recommend the Insured Cash Sweep for the best return.

Concessions:

Bank proposed to waive the first **12 months** of net account analysis service fees, \$30k, to assist the City with offsetting transition costs. Further, Bank offered a **\$5,000** allowance for the initial check, deposit slip, tamper evident bags, or endorsement stamp orders.

PlainsCapital Bank appreciates the opportunity to bid and stands behind the pricing and people that are committed to building a partnership with you. If you have any questions, please feel free to contact me at (956) 973-3071: jesse.santana@plainscapital.com or Dacia A. Salinas at (956) 385-3513: dacia.salinas@plainscapital.com.

Respectfully,



Jesse Santana
SVP Commercial Loan Officer



CRA Rating



PUBLIC DISCLOSURE

January 11, 2021

COMMUNITY REINVESTMENT ACT PERFORMANCE EVALUATION

Texas National Bank
Charter Number 11879

201 S. Texas Ave
Mercedes, TX 78570

Office of the Comptroller of the Currency
San Antonio Field Office
10001 Reunion Pl., Suite 250
San Antonio, TX 78216

NOTE: This document is an evaluation of this institution's record of meeting the credit needs of its entire community, including low- and moderate-income neighborhoods, consistent with safe and sound operation of the institution. This evaluation is not, and should not be construed as, an assessment of the financial condition of this institution. The rating assigned to this institution does not represent an analysis, conclusion, or opinion of the federal financial supervisory agency concerning the safety and soundness of this financial institution.

Table of Contents

Overall CRA Rating.....	1
Description of Institution.....	2
Scope of the Evaluation.....	3
Discriminatory or Other Illegal Credit Practices Review.....	4
State Rating.....	5
State of Texas.....	5
Community Development.....	10
Appendix A: Scope of Examination.....	A-1
Appendix B: Summary of MMSA and State Ratings.....	B-1
Appendix C: Definitions and Common Abbreviations.....	C-1
Appendix D: Tables of Performance Data.....	D-1

Overall CRA Rating

Institution's CRA Rating: This institution is rated **Outstanding**.

The Lending Test is rated: Satisfactory.

The major factors that support this rating include:

- The bank's loan-to-deposit (LTD) ratio is reasonable.
- A substantial majority of the bank's loans are inside its assessment area (AA).
- The bank exhibits a reasonable geographic distribution of loans in its AA.
- The bank exhibits an excellent distribution of loans to individuals of different income levels and businesses of different sizes, given the product lines offered by the bank.
- The bank exhibits excellent responsiveness to community development needs in the state through community development loans.
- The bank exhibits excellent responsiveness to community development needs in the state through qualified investments and community development services. These community development activities had a positive effect on the bank's overall CRA rating and increased its satisfactory performance to outstanding.

Loan-to-Deposit Ratio

Considering the bank's size, financial condition, and credit needs of the AA, the bank's loan-to-deposit ratio is reasonable.

The bank's quarterly average LTD ratio was 77 percent and ranged from a low of 67 percent to a high of 82 percent during the evaluation period.

To assess Texas National Bank's (TNBs) performance, we compared the banks average quarterly LTD ratio to three similarly situated community banks with total assets ranging from \$145 million to \$653 million. The quarterly average loan to deposit ratio for similarly situated institutions was 76 percent with an average low of 70 percent and average high of 84 percent. TNB's quarterly average LTD ratio exceeded the peer groups for the evaluation period.

Institution	Total Assets (\$000s) As of 6/30/2020	Average Quarterly LTD Ratio As of 12/31/2019
Texas National Bank, Mercedes, TX	\$420,551	76.63
First Community Bank, San Benito, TX	\$570,055	71.79
Rio Bank, McAllen, TX	\$653,249	70.54
Bank of South Texas, McAllen, TX	\$145,171	85.32

Lending in Assessment Area

A substantial majority of the bank's loans are inside its AA.

The bank originated and purchased 92 percent, by number, and 97 percent, by dollar volume, of its total loans inside the bank's AA during the evaluation period. This analysis is performed at the bank, rather than the AA, level. This percentage does not include extensions of credit by affiliates that may be considered under the other performance criteria.

Lending Inside and Outside of the Assessment Area										
Loan Category	Number of Loans				Total #	Dollar Amount of Loans \$(000s)				Total \$(000s)
	Inside		Outside			Inside		Outside		
	#	%	#	%		\$	%	\$	%	
Home Mortgage	20	100.0	0	0	20	1,588	100	0	0.0	1,588
Small Business	18	90.0	2	10	20	875	92.0	76	8.0	951
Consumer	17	85.0	3	15.0	20	89	89.9	10	10.1	99
Total	55	91.7	5	8.3	60	2,552	96.7	86	3.3	2,638

Description of Institution

Texas National Bank (TNB) is an intrastate bank established in 1920 and headquartered and chartered in Mercedes, Texas. The corporate office is located in Edinburg, Texas. TNB is wholly owned by MNB Ventures, Inc., a single bank holding company. The bank was established to provide the local residents with comprehensive financial products and services tailored to support community and economic development in the region. The bank's products and services include small business, commercial real estate, consumer, and mortgage loans; as well as depository accounts and development services designed for un- or underbanked community members.

TNB designated all of Hidalgo County, Texas as its only AA. In addition to the headquarters, the bank has six other full-service branches all located within Hidalgo County. All locations have a walk-in teller lobby, drive up motor bank, and automated teller machine (ATM). The bank has nine additional deposit-taking ATMs located throughout its AA, four at EZ Clean Car Washes in Weslaco, Donna, and San Benito, Texas, and one at each of the following; the bank's corporate office, the Mission Event Center, the Edinburg Municipal Court, and the Edinburg City Hall. Operational changes since the prior CRA

examination include the opening of three additional branches, all within its current AA. These branch openings include one in Mission in 2017, one in Elsa in 2018, and one in San Juan in 2020. There have not been any branch closures since the prior examination.

In 2017, TNB received the Community Development Financial Institution (CDFI) designation from the Treasury Department. The CDFI designation recognizes TNB's commitment to provide products and services to communities in need which includes affordable housing and small business lending. The program allows TNB to obtain grants and establish partnerships and deposit relationships with other industry organizations and CDFI's to address the needs of the community. For the bank to qualify for CDFI awards and grants they are required to meet lending benchmarks within 3 years of the awards' issuance. The loans must be in the bank's trade market and in designated CDFI Investment Areas, or to CDFI target populations (i.e. LMI families and minorities). The bank met each of its benchmark requirements for 2017 and 2018 and is on track to meet its 2019 requirements by 2021. In 2018, as part of the CDFI Financial Assistance program, TNB established the "Mi Prestamo Mi Banco" product to provide additional help to low- and moderate-income borrowers to assist them in purchasing their home. The program has less stringent underwriting requirements and lower closing costs.

As of December 31, 2019, TNB reported assets totaling \$330 million, tier 1 capital of \$29 million, and a loan portfolio totaling \$208 million. By dollar volume, the composition of the loan portfolio consisted of 60 percent commercial loans, 34 percent residential real estate loans, 4 percent agricultural loans, and 2 percent consumer installment loans.

The previous CRA Performance Evaluation, dated February 13, 2017, reflected a satisfactory rating. There are no legal or other impediments that limit the bank's ability to meet the community's credit needs.

Scope of the Evaluation

Evaluation Period/Products Evaluated

We performed a small bank CRA examination of TNB using financial data as of December 31, 2019. The evaluation period was from February 13, 2017, the date of the prior CRA examination, to December 31, 2019. We reviewed the quarterly average LTD ratio for the 12 quarters in the evaluation period and analyzed lending performance for loans originated or purchased within this time frame. At the bank's request, community development (CD) lending and investment activities were also reviewed.

We utilized bank internal reports to identify the type, number, and dollar volume of loans which were originated, renewed, or purchased during the evaluation period. Based on our analysis, residential real estate, commercial lending, and consumer installment lending were the primary loan products. As a percentage of the dollar volume of loans originated in the evaluation period, commercial loans totaled 60 percent and residential real estate loans totaled 33 percent. As a percentage of number of loans originated in the evaluation period, commercial and consumer installment loans totaled 36 percent, each. Agricultural loans were not selected as a primary product as they represented only 2 percent of originations based on dollar volume and 3 percent based on number of loans.

Our analysis of lending performance inside the identified AA, borrower income distribution, and geographical distribution was based on randomly selected samples of 20 residential real estate loans, 20 commercial loans, and 20 consumer loans. We analyzed this information and compared it to demographic

statistical data reported in the 2011-2015 American Community Survey (ACS) and 2017-2019 Dunn & Bradstreet information, in order to draw conclusions on lending performance. For CRA purposes, the ACS replaces the decennial census. CD lending and investment activities were based on bank internal reports and verifiable supporting documentation.

With an evaluation period end date of December 31, 2019, qualifying activities performed in response to the significant impact of the corona virus pandemic across the United States are not addressed in this evaluation. Bank qualifying activities will be considered in the subsequent evaluation.

Selection of Areas for Full-Scope Review

For purposes of this evaluation, we performed a full-scope review of TNB's only AA, Hidalgo County which encompasses the entirety of the McAllen-Edinburg-Mission, TX MSA. Refer to appendix A, Scope of Examination, for a list of full- and limited-scope AAs.

Ratings

The bank's overall rating is a blend of the state ratings, and where applicable, multistate ratings. The MMSA rating and state ratings are based on performance in all bank AAs. TNB has only one AA rating and operates only in the state of Texas. In arriving at our conclusion, we placed higher weight on commercial and consumer loans. Commercial loans represented the largest portion of originations by dollar volume. Commercial and consumer loans had similar origination levels by number of loans originated.

Discriminatory or Other Illegal Credit Practices Review

Pursuant to 12 CFR 25.28(c) or 195.28(c), respectively, in determining a national bank's or federal savings association's (collectively, bank) CRA rating, the OCC considers evidence of discriminatory or other illegal credit practices in any geography by the bank, or in any AA by an affiliate whose loans have been considered as part of the bank's lending performance. As part of this evaluation process, the OCC consults with other federal agencies with responsibility for compliance with the relevant laws and regulations, including the U.S. Department of Justice, the U.S. Department of Housing and Urban Development, and the Bureau of Consumer Financial Protection, as applicable.

The OCC has not identified that this institution has engaged in discriminatory or other illegal credit practices that require consideration in this evaluation.

The OCC will consider any information that this institution engaged in discriminatory or other illegal credit practices, identified by or provided to the OCC before the end of the institution's next performance evaluation in that subsequent evaluation, even if the information concerns activities that occurred during the evaluation period addressed in this performance evaluation.



September 18, 2023

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

RE: Best and Final Offer for RFP#2022-23-24 (BAFO), Depository Banking Services

Dear Mr. Rhodes,

Texas Regional Bank hereby submits for your review our Best and Final Offer for RFP#2022-23-24 (BAFO), Depository Banking Services. We appreciate having the opportunity to possibly serve the City of Weslaco and its employees.

Texas Regional Bank is pleased to offer an interest rate on investable balances tied to the 13-week T-bill with a ceiling of 4.65% for the first 9 months, succeeded by an interest rate tied to the 13-week T-bill with a ceiling of 4.00% for the remainder of the contract. We will be waiving all fees provided that the city maintains a combined balance of no less than \$500,000.00 (five-hundred thousand). Rates will be reviewed at the end of each contract term. As previously submitted, we will also grant an allowance for supplies of \$10,000 per contract term.

In addition, Texas Regional Bank continues to have a strong community engagement with the City of Weslaco and Weslaco Civic Organizations. As noted in the attached Community Engagement Report, we have invested in the City of Weslaco through over \$25,000,000 in Community Development Loans and Lines of Credit, over 550 community service volunteer hours logged since 2019, provided over \$30,000 worth of free organization, legislative advocacy, and economic development guidance to the City of Weslaco.

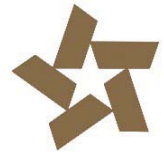
On behalf of Texas Regional Bank, we thank you for this opportunity to participate in the bid process for depository services for the City of Weslaco. Should you have any questions or need further information, please don't hesitate to contact me directly at (956) 455-1934

Sincerely,

Alex Meade
Executive Vice President
Economic Development & Public Finance



**City of Weslaco
Texas Regional Bank
Community Engagement Report**



Community Engagement	Value
Organizers and sponsors of Alliance of South Texas Mayors (\$1,000/occurrence)	\$4,000
Developed and presented a Retail Leakage Study to the Weslaco EDC at no cost to the city or EDC	\$12,000
Weslaco ISD Municipal Bond Purchase	\$985,000
Issued 7 Community Development Loans (2019 - Present)	\$7,531,825
248 Employee Entries of Volunteer Hours at City of Weslaco events (2019-Present)	554.2 Hours
Advocated for the Rio Grande Valley Counties and Cities on a weekly basis during the 88th legislative session (\$2,500/month)	\$12,500
Back to School Backpack donation to Weslaco EDC	\$568.05
Master Line of Credit Weslaco EDC Industrial Park Project	\$12,000,000
Master Line of Credit for Industrial Park Lift Station & Mile 9 Widening projects	\$6,000,000

*TRB's Weslaco Market President, Robert Donalson, is an alumni of Leadership Mid-Valley and a current board member of the Weslaco Chamber of Commerce.



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6849	
From: Albert Aldana			
Subject: Discussion and consideration of contract award in the amount of \$2,784,636.00 to Rhyner Construction Services, Inc, the lowest and most advantageous bid (RFB #2022-23-22) for the proposed Cleckler-Heald RDF Construction Project and authorize the Mayor to execute any related documents. 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			
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:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 10-10-23cc_Rhyner Construction, Contract Award Recommendation Letter , City of Weslaco Regional Detention Pond - RCS References Past Projects			
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

October 12, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

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

RE: **RFB # 2022-23-22**
CLECKLER-HEALD RDF CONSTRUCTION PROJECT
CONTRACT AWARD

This item seeks your approval to award a contract to Rhyner Construction Services, Inc, the lowest and most advantageous bid for the Cleckler-Heald RDF Construction Project RFB#2022-23-22.

Two bids were received by the bid deadline of August 11, 2023, at 10:00 AM. Rhyner Construction Services, Inc submitted a base bid in the amount of **\$2,784,636.00** and NM Contracting, LLC submitted a base bid of **\$3,659,520.66**.

An alternative additive bid was included in the RFB but is no longer necessary for the completions of the project.

Staff recommends approval of this item.

Sincerely,
Albert J. Aldana, P.E.

Attachments: Cruz-Hogan, Inc Recommendation Letter & Bid Tabulation
Rhyner Construction Services, Inc References



CRUZ - HOGAN

ENGINEERS | PLANNERS

TBPE Firm Reg No. F-4860

Offices

Weslaco
McAllen
Harlingen

October 10, 2023

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

Project: Texas Water Development Board FIF Project No. 40171
Regional Detention Pond Project 2 Phase 1B

Re: Bid Award Recommendation

Dear Mr. Garza

:

On August 11, 2023, the City of Weslaco received two (2) construction bids for the Texas Water Development Board CWSRF Project No. 40171, Regional Detention Pond, Phase 1B Project. (***Cleckler-Heald Regional Detention Facility***)

We have reviewed the bids and the low ***unit price base bid*** submitted by Rhyner Construction Services, Inc., in the amount of \$ 2,784,636.00, appears to be in order.

Based on recent discussions with City staff, the alternative additive bid amount of \$ 200,000.00 will not be necessary for completion of the project and will not be needed.

Therefore, we recommend that the low bid submitted by Rhyner Construction Services, Inc., be accepted and a contract be awarded, subject to available funds.

A copy of the Bid Tabulation Sheet is enclosed for your information and records.

Please advise of any questions or comments you may have in reference to this project.

Sincerely,



Orlando S. Cruz, P.E.
President



BID TABULATION SHEET

CITY OF WESLACO
Cleckler-Heald Regional Detention Facility Project 2, Phase 1B
TWDB Project No. 40171

Bid Opening: Friday, August 11, 2023 - 10:00 a.m.

Location: City of Weslaco Via Zoom

** Red indicates corrected amount*

	BIDDER	ADDENDUM No. 1 through 5 ACKNOWLEDGED	BID BOND	BASE BID AMOUNT	ALTERNATE ADDITIVE BID AMOUNT for Phasing Construction
1	Rhyner Construction Services, Inc.	Acknowledged	Included	\$2,784,636.00	\$200,000.00
2	NM Contracting, LLC	Acknowledged	Included	\$3,659,520.66 \$3,658,516.96	\$136,294.29



CRUZ - HOGAN

ENGINEERS | PLANNERS

McAllen | Harlingen | Weslaco

TBPE FIRM REGISTRATION No: F - 4860

CHC#572



RHYNER CONSTRUCTION SERVICES INC.
P.O. BOX 309
RIO HONDO, TEXAS 78583
(956) 748-3100 Office
(956) 748-3103 Fax
DBE/HUB

REFERENCES OF CURRENT CUSTOMERS OF SIMILAR
IMPORTANCE

Project: **CCDD #3 Drainage Improvements**
Owner: Cameron County Drainage District #3
Architect/Engineer: Brown, Leal and Associates
Reference Contact: Sonja Lambert - Manager
Address: P.O. Box 937, San Benito, Tx 78586
Telephone: 956-399-7637
Scope of Work: Drainage Improvements

Project: **CCDD #5 Dixieland Drainage**
Owner: Cameron Co. Drainage Dist. #5
Architect/Engineer: Moore Land & Surveying
Reference Contact: Dustin Moore - Engineer
Address: 14216 Palis Drive La Feria, TX 78559
Telephone: 956-245-0988
Scope of Work: Drainage Improvements

Project: **FM 509 & U.S. 281 Drainage Project**
Owner: Cameron Co. Drainage Dist. #5
Architect/Engineer: Brown, Leal & Assoc.
Reference Contact: Jack Brown - Engineer
Address: 915 Morgan, Harlingen, Texas 78551
Telephone: 956-428-4014
Scope of Work: Drainage Improvements

<u>Project:</u>	<u>Drainage & Pavement Improvements</u>
Owner:	Port of Harlingen
Architect/Engineer:	Brown, Leal & Assoc.
Reference Contact:	Jack Brown - Engineer
Address:	P.O. Box 2646, Harlingen, Texas 78551
Telephone:	956-423-0283
Scope of Work:	Drainage Improvements

*More upon request



RHYNER CONSTRUCTION SERVICES INC.
P.O. BOX 309
RIO HONDO, TEXAS 78583
(956) 748-3100 Office
(956) 748-3103 Fax
DBE/HUB

COMPLETED MUNICIPALITY JOB REFERENCES

ALL JOBS
SUPERINTENDENT/SAFETY & QUALITY MNGR:
RYAN RHYNER
PROJECT MANAGER: JAIME MARTINEZ

<u>Project:</u>	<u>CCDD #3 Drainage Improvements</u>
Owner:	Cameron County Drainage District #3
Architect/Engineer:	Brown, Leal and Associates
Contract Amount:	\$2,899,999.00
Reference Contact:	Sonja Lambert
Address:	P.O. Box 937, San Benito, Tx 78586
Telephone:	956-399-7637
Affiliation:	Manager

<u>Project:</u>	<u>CCDD #5 Dixieland Drainage</u>
Owner:	Cameron Co. Drainage Dist. #5
Architect/Engineer:	Moore Land & Surveying
Contract Amount:	\$314,979.00
Reference Contact:	Dustin Moore
Address:	14216 Palis Drive La Feria, TX 78559
Telephone:	956-245-0988
Affiliation:	Engineer

Project: **N. Cameron R.W.A. Ground Storage Facility**

Owner: N. Cameron Regional Water Supply
Architect/Engineer: NRS Consultants
Contract Amount: \$98,356.00
Reference Contact: Kevin Pessolano, Natgun
Address: 11 Teal Road, Wakefield, MA, 01880
Telephone: 781-246-1133
Affiliation: Project Manager

Project: **Rehabilitation of the Flocc. Clarifier**

Owner: City of San Benito
Architect/Engineer: Cruz Hogan
Contract Amount: \$256,595.00
Reference Contact: Lupita Passemante
Address: 485 N. Sam Houston, San Benito, Texas 78586
Telephone: 956-361-3800

Project: **High Service Transfer Pump Station**

Owner: N. Alamo Water Supply Corporation
Architect/Engineer: NRS Consulting
Contract Amount: \$315,975.00
Reference Contact: Mike Myers
Address: 1222 E. Tyler, Suite C, Harlingen, Texas 78550
Telephone: 956-423-7409

Projects: **Mission Water Tower, Brownsville Water Tower,**
Laredo Water Tower, Alamo Water Tower,
Falfurrias Water Tower, San Benito Water Tower,
Mercedes Water Tower, Sharyland Water Tower

Owner: Each City
General Contractor: Landmark
Contracts Totaling: \$630,000.00
Reference Contact: Eugene Chastain
Address: 1665 Harmon Road Fort Worth, TX 76177
Telephone: 817-439-8888

Project: **Lozano Waste Water Treatment Plant**

Owner: E. Rio Hondo Water Supply Corporation
Architect/Engineer: Ferris & Flinn
Contract Amount: \$851,092.06
Reference Contact: Brian MacManus
Address: P.O. Box 621, Rio Hondo, Texas 78583
Telephone: 956-748-3143
Affiliation: Manager



Project:	FM 509 & U.S. 281 Drainage Project
Owner:	Cameron Co. Drainage Dist. #5
Architect/Engineer:	Brown, Leal & Assoc.
Contract Amount:	\$111,074.50
Reference Contact:	Jack Brown
Address:	915 Morgan, Harlingen, Texas 78551
Telephone:	956-428-4014
Affiliation:	Engineer

Project:	Drainage & Pavement Improvements
Owner:	Port of Harlingen
Architect/Engineer:	Brown, Leal & Assoc.
Contract Amount:	\$164,148.80
Reference Contact:	Butch Palmer
Address:	P.O. Box 2646, Harlingen, Texas 78551
Telephone:	956-423-0283
Affiliation:	Manager

*More municipalities upon request



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7045	
From: Albert Aldana			
Subject: Discussion and consideration to purchase 26 Flap Gates of various sizes from Municipal Valve and Equipment Company in the amount of \$277,260.00 in accordance with bid awarded in November of 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by 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			
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 Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 10-10-23cc_Flapgates, Municipal Valve and Equipment (MVEC) Bid_JGonzalez Opinion, Weslaco Order 2 Itemized Quotation 072423			
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

October 10, 2023

TO: Mayor David Suarez, City Commissioners
& City Manager, M. Garza

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

**RE: FLAPGATES PURCHASE
MUNICIPAL VALVE & EQUIPMENT COMPANY**

This item seeks your approval of the purchase of 26 Flapgates from Municipal Valve & Equipment Company (MVEC) in the amount of \$277,260.00.

MVEC was awarded a bid in November of 2019 to provide Flapgates throughout our city. In Phase I, MVEC provided Flapgates at 33 locations and city forces installed them.

In phase II, MVEC changed suppliers but is providing Flapgates that satisfy the original specifications as well as maintains the original contract pricing. The change in suppliers prompted some questions regarding the rebid of this project and triggered the need for a legal review of this matter.

City attorney Juan Gonzalez reviewed the case and issued an opinion on the matter and indicated that the purchase of Flapgates in phase II under the original contract could proceed contingent on city commission approval. See attached attorney opinion. As a result, MVEC quote is presented herein for your review and consideration.

Staff recommends approval of this item.

Sincerely,
Albert J. Aldana, P.E.

Attachment: Municipal Valve & Equipment Quote
Attorney Opinion by Juan Gonzalez

From: [Juan Gonzalez](#)
To: [Alberto J. Aldana](#); [Martin Garza](#)
Subject: Municipal Valve and Equipment (MVEC) Bid
Date: Friday, September 22, 2023 8:02:22 AM

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open/download any attachments unless you recognize the sender and know the content is safe.

This email is to confirm the opinion I provided you and the City Manager yesterday regarding the above referenced bid. I was under the impression the bid specifications in this matter had been prepared by MVEC) and they then submitted a bid on their own specifications. This is not the case. This bid was awarded to MVEC on an RFB prepared by our then city Engineer and the bid submitted by them was the only bid submitted. Even though this bid was awarded in November 2019, the purchase order prices are in line (even lower in some cases) with the bid submitted in 2019 and it meets specifications. Based on our conversation and review of records this matter can be put on the agenda for City Commission approval at our next meeting.

--

Juan E. Gonzalez

Law Office Of Juan E. Gonzalez
3110 E. Bus Hwy. 83 • Weslaco, Texas 78596
[Tel: \(956\) 447-5585](tel:(956)447-5585) • [Fax: \(956\) 447-8637](tel:(956)447-8637)
juanegonzalez@jeglawnet.net

I.R.S. Circular 230 Disclosure: As required by United States Treasury Regulations, you should be aware that this communication is not intended or written by the sender to be used, and it cannot be used, by any recipient for the purpose of avoiding penalties that may be imposed on the recipient under United States federal tax laws.

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5750 Sam Houston Parkway East • Suite 108 • Houston, TX 77032
Phone 512.847.9725

To: City of Weslaco, Texas Attn: Jeremy Anciso Phone: (956) 968-3181 Email: janciso@weslacotx.gov RE: City of Weslaco Master Drainage Plan Phase 2	From: Brian Syzdek Date: 7/25/23 Valid: 30 Days Cell: 713-412-8561 bsyzdek@municipalvalve.com
---	---

Line	Description	Quan	Net Ea.	Ext. Net
1	Proco 12" Model 790 Slip-In Check Valve, Neoprene Material w/ 304SS Expansion Clamps to fit 12" HDPE Pipe for: Location No. 12 with an I.D. of 12.02"	1	2,682	2,682
2	Proco 18" Model 790 Slip-In Check Valve, Neoprene Material w/ 304SS Expansion Clamps to fit 18" RCP for: Location No. 21C with an I.D. of 17.62" Location No. 21D with an I.D. of 17.72" Location No. 21E with an I.D. of 17.72" Location No. 31 (Chelsea) with an I.D. of 17.55" Location No. FG-26 with an I.D. of 17.68	5	5,828	29,140
3	Proco 24" Model 790 Slip-In Check Valve, Neoprene Material w/ 304SS Expansion Clamp to fit 24" RCP for: Location No. 1 with an I.D. of 23.33" Location No. 3 with an I.D. of 23.33" Location No. 8 with an I.D. of 23.77" Location No. 9 with an I.D. of 23.73" Location No. 11 with an I.D. of 23.69" Location No. 17 with an I.D. of 23.53" Location No. 18 with an I.D. of 23.61" Location No. 22 with an I.D. of 23.73" Location No. 21B with an I.D. of 23.69" Location No. 28 with an I.D. of 23.53" Location No. 32 (Cornerstone) with an I.D. of 23.20" Location No. 33 (Paisano) with an I.D. of 23.33"	12	10,424	125,088
4	Proco 30" Model 790 Slip-In Check Valve, Neoprene Material w/ 304SS Expansion Clamp to fit 30" HDPE Pipe for: Location No. 13 with an I.D. of 30.10"	1	14,350	14,350
5	Proco 30" Model 790 Slip-In Check Valve, Neoprene Material w/ 304SS Expansion Clamp to fit 30" RCP for: Location No. 10 with an I.D. of 29.66" Location No. 15 with an I.D. of 29.30" Location No. 16 with an I.D. of 29.20" Location No. FG-28 with an I.D. of 29.42"	4	14,350	57,400



5750 Sam Houston Parkway East • Suite 108 • Houston, TX 77032
Phone 512.847.9725

Line	Description	Quan	Net Ea.	Ext. Net
6	Proco 36" Model 790 Slip-In Check Valve, Neoprene Material w/ 304SS Expansion Clamp to fit 36" HDPE Pipe for: Location FG-24 with an I.D. of 35.35" Location FG-25 with an I.D. of 34.39"	2	16,200	32,400
7	Proco 36" Model 790 Slip-In Check Valve, Neoprene Material w/ 304SS Expansion Clamp to fit 36" RCP for: Location No. 5 with an I.D. of 35.56"	1	16,200	16,200
Note: Proco Products Check Valves are custom manufactured made-to-order products and are non-cancellable and non-returnable. Above pricing includes assistance and field-training in the proper measurement and installation methods as reasonably possible and coordinated with Municipal Valve & Equipment. Above pricing includes Classroom and On-Site Product Training in the Installation, Operation & Maintenance of the products contained herein by Municipal Valve & Equipment personnel. Freight: Allowed to Weslaco, Texas. Ships from Stockton, California, 95201				
PLEASE NOTE OUR ADDRESS FOR PURCHASE ORDER PLACEMENT: Municipal Valve & Equipment 4010 Billy Mitchell Drive Addison, Texas 75001				
PRICING DOES NOT INCLUDE INSTALLATION PRICES IN U.S. DOLLARS AND EXCLUDES APPLICABLE TAXES PAYMENT: NET 30 DAYS SUBJECT TO CREDIT APPROVAL		TOTAL	\$277,260	

DALLAS - AUSTIN - HOUSTON - BILOXI



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6940	
From:			
Subject: Discussion and consideration to purchase 11 baseball backstops for various parks to Hurricane Fence Company Buyboard Contract #657-21 for an amount not to exceed \$39,389 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			
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 OMAR RODRIGUEZ Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Backstops11Pr			
Responsibilities upon Approval:			



3440 Spur 54 Harlingen, TX 78552 P.O. Box 29 Harlingen, TX 78551
Tel: (956) 423-8364 www.hurricanefencetx.com Fax: (956) 425-1306

PROPOSAL

Date: 10/5/2023

SUBMIT TO			JOB DETAILS:		
COMPANY NAME City of Weslaco			JOB NAME Backstops for 4 parks, 11		
CONTACT NAME Omar Rodriguez			JOB STREET NAME		
BILL TO ADDRESS			CITY Weslaco	STATE TX	ZIP
CITY	STATE	ZIP	PHONE NUMBER 956 821 0054		ALTERNATIVE PHONE NUMBER

email address

orodriguez@gmail.com

We hereby submit estimate per the following specifications:

Total Height	10'	
Post Spaced	10'	
Fence Style	Chain link	
Gauge	9	☐ 9 ☐ 11
Knuckled	☐	
Safeguard	☐	
Top Rail	1 5/8"	O.D.
Line Post	3"	O.D.
End Post	3"	O.D.
Corner Post		O.D.
Walk Gate Post		O.D.
Drive Gate Post		O.D.
Gate Frames		O.D.

10' High, 10' W, with 4' overhang, baseball backstop \$3,892.14

3" Sch 40 posts, 9 ga. Chain link fabric, 11 ga. Overhang

11 installed backstops \$42,813.54

Material and Labor \$42,813.54

Discount Buyboard Contract # 657-21 8% \$3,425.08

WOOD FENCE

No. of Feet _____

Height _____

Wood _____

Style _____

W. Gate _____

Dr. Gate _____

Labor & Material Total \$39,388.46

Tax Exempt? Yes ☒ No ☐ Offer expires in 5 days. Terms Due upon completion of installation

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

dollars (\$ 39,388.46)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance.

*****CUSTOMER - PLEASE SIGN PROPOSAL AND RETURN UPON ACCEPTANCE*****

Accepted as
written by

Authorized Signature

Prepared By

Hector Lima

Estimator - Hurricane Fence Company



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6886	
From: David Arce			
Subject: Discussion and consideration to purchase a new CAT 416 Backhoe Loader with cab from Sourcewell vendor Holt Cat for an amount not to exceed \$130,514 for drain ditch division, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: This is a budgeted item. This unit is to be used in the drain ditch division. This backhoe is a little different from the others we have purchased as it also has a hydraulic thumb on the rear bucket that will be used for grabbing, and it will also have hydraulic hoses in the front for attachment in the future.			
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 David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 CAT BACKHOE , City of Weslaco 416 Sourcewell updated Quote, CAT 416 Backhoe Quote, City of Weslaco 320P Backhoe BBSQT 09-07-2023			
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: October 17, 2023
To: City Commission
From: David Arce, Public Works Director
Subject: CAT BACKHOE
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works is requesting an approval to purchase a new CAT 416 Backhoe Loader from Sourcewell vendor Holt Cat for an amount not to exceed \$130,514. This is a budgeted item. This unit is to be used in the drain ditch division. This backhoe is a little different from the others we have purchased as it also has a hydraulic thumb on the rear bucket that will be used for grabbing, and it will also have hydraulic hoses in the front for attachment in the future.

Estimated delivery May 2024

Staff recommends approval.



Quote Prepared For		City of Weslaco
Sourcewell Contract Number		032119-CAT
Sourcewell Member Number		#167598
Quote Valid Through		14-Oct-23 11/12/23

Machine Item #	Description:	List Price
543-3339	QP8/C4S/SV/MECH	\$97,870
543-4899	PT, 4WD/2WS STD SHIFT, MECH	\$12,430
542-7779	ENGINE, 70KW, C3.6 DITA, T4F	\$10,280
554-4187	HYDRAULICS, MP, 6FCN/8BNK, QC	\$9,320
557-4932	CAB, STANDARD	\$9,270
282-5409	THUMB, HYDRAULIC, NO TINE, BHL	\$6,125
548-1228	LINES, COMBINED AUX, STD STICK	\$4,530
251-1794	BUCKET-GP, 1.5 YD3, IT	\$4,257
542-7810	AIR CONDITIONER, T4F	\$3,110
379-2161	TIRES, 12.5 80/19.5L-24, GY	\$3,070
219-3387	BUCKET-HD, 24", 6.2 FT3	\$1,938
337-9695	COUNTERWEIGHT, 530 LBS	\$1,165
353-1389	GUARD, STABILIZER	\$1,080
611-0335	SEAT, FABRIC	\$670
221-4282	THUMB, TINE, A 1	\$464
9R-6007	STABILIZER PADS, FLIP-OVER	\$435
9R-5320	CUTTING EDGE, TWO PIECE,WIDE	\$329
454-6610	FAN, STANDARD CAB/ CANOPY	\$299
423-7607	PLATE GROUP - BOOM WEAR	\$279
461-6839	SHIPPING/STORAGE PROTECTION	\$263
462-1033	RUST PREVENTATIVE APPLICATOR	\$141
545-5047	DISPLAY, STANDARD	\$0
0P-0210	PACK, DOMESTIC TRUCK	\$0
560-6797	PRODUCT LINK, CELLULAR, PLE643	\$0
545-8548	LOADER BUCKET PINS	\$0
559-0872	INSTRUCTIONS, ANSI	\$0
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0
175-7877	BUCKET, HOE, (NONE)	\$0
544-0353	CONTROLS, BACKHOE PATTERN	\$0
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	\$0
206-1747	BELT, SEAT, 2" SUSPENSION	\$0
0P-9003	LANE 3 ORDER	\$0
543-4280	STICK, STANDARD, 14FT	\$0

Machine Total		\$167,325
Sourcewell Machine Discount (%)	22%	\$ (36,812)
		\$ -
Machine Sub Total		\$130,514

Work Tool Item #	Description:	List Price
		\$0
Work Tool Total		\$0
Sourcewell Loose Work Tool Discount	15%	\$0
Work Tool Sub Total		\$0

Sourced Goods/Open Market Items Description:	Price
Not Applicable	\$0
Additional Items Total	\$0

Additional Required Items Not Subject To Discount Description:	Price
Machine Prep	\$0
OMM MANUAL (1)	\$0
Service Manual (1)	\$0
36 Month / 5000 Hour Preimer Warranty	\$0
Delivery to customer location	\$0
	\$0
	\$0
Additional Items Total	\$0

	Grand Total	\$130,514
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Cat® 416

BACKHOE LOADER

The Cat® 416 Backhoe Loader delivers exceptional performance, increased fuel efficiency, superior hydraulic system and an updated operator station. The 416 features the following:

- **Ergonomic Operator Station** – Ample legroom inside the cab makes rotating the seat simple. The air suspension seat provides comfort to the operator while roading.
- **Joystick Controls** – Pilot joysticks are available for additional operator comfort, reduced fatigue and increased productivity. New Proportional Thumb Rollers on the Pilot Joysticks places E-Stick and Rear Auxiliary Controls at the operator's fingertips.
- **Load Sensing Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands.
- **Powershift Transmission** – A Four Speed Powershift Transmission is available to make shifting gears smooth and as simple as twisting the Powershuttle Lever.
- **Spring Applied Hydraulically Released (SAHR) Parking Brake** – A SAHR Parking Brake is available and activated at the push of a button and automatically engages when the machine is powered down.
- **Machine Performance** – The proven Cat C3.6 engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage V emission standards by utilizing Selective Catalytic Reduction technology with a diesel oxidation catalyst. The system allows the operator to disconnect the machine, even while the diesel exhaust fluid is being purged from the system.
- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory or for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.
- **Cat Attachments** – A large portfolio of Backhoe Loader Attachments, including but not limited to, Quick Couplers, Thumbs, assorted Buckets, and Brooms are available from the factory or for field installation. Cat Backhoe Loaders will be "Dirt Ready" upon delivery.

Specifications

Engine

Engine	C3.6 70 kW (96 hp) Electronic Turbo Intercooled	
Ratings at 2,200 rpm		
Gross Power SAE J1995	72 kW	96 hp
Gross Power ISO 14396	70 kW	94 hp
Net Power Rating at 2,200 rpm		
SAE J1349	64 kW	86 hp
ISO 9249	64 kW	85 hp
Net Peak Power Rating @ 2,200 rpm		
SAE J1349	64 kW	86 hp
ISO 9249	64 kW	85 hp
Dimensions		
Bore	98 mm	3.86 in
Stroke	120 mm	4.72 in
Displacement	3.6 L	220 in ³
Torque Rise (net) at 1,400 rpm	43%	
SAE J1349 Net	396 N·m	292 lb·ft
Power Rating Conditions		
No de-rating required up to	3048 m	10,000 ft

- Engine meets Tier 4 Final/Stage V emission standards.

Weights*

Operating Weight* (estimated)	7499 kg	16,532 lb
Operating Weight (maximum) (ROPS capacity)	11 000 kg	24,251 lb
Operating Weight (minimum)	7072 kg	15,591 lb
Cab, ROPS/FOPS	139 kg	306 lb
Auto-Shift Transmission	122 kg	269 lb
Ride Control	15 kg	33 lb
Air Conditioning	45 kg	99 lb
All-Wheel Drive	STD	N/A
MP bucket (0.96 m ³ /1.25 yd ³)		
with fold-over forks	915 kg	2,017 lb
without fold-over forks	745 kg	1,642 lb
Loader QC	245 kg	540 lb
Extendible Stick (excludes ft. counterweight)	278 kg	613 lb
Counterweights, base	115 kg	256 lb
Stackable, one	240 kg	529 lb
Maximum	460 kg	1,014 lb

*Machine configuration: standard stick hoe, OROPS canopy, 4WD standard shift transmission, 0.96 m³ (1.25 yd³) GP (General Purpose) loader bucket, 610 mm (24 in) standard duty hoe bucket, front 340/80-18 and rear 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.



416 Backhoe Loader

Transmission*

Power Shuttle Transmission – Standard

Forward – 1st	5.5 km/h	3.4 mph
2nd	9.1 km/h	5.7 mph
3rd	21 km/h	13 mph
4th	38 km/h	23 mph
Reverse – 1st	5.5 km/h	3.4 mph
2nd	9.1 km/h	5.7 mph
3rd	21 km/h	13 mph
4th	38 km/h	23 mph

Power-Shift Transmission – Optional

Forward – 1st	5.9 km/h	3.7 mph
2nd	9.4 km/h	5.8 mph
3rd	20 km/h	12 mph
4th	40 km/h	25 mph
Reverse – 1st	5.9 km/h	3.7 mph
2nd	12 km/h	7.6 mph
3rd	27 km/h	17 mph

*Travel speeds of backhoe loader at full throttle, when equipped with 500/70-24 rear tires.

Axle Ratings

Front Axle, AWD

Static	23 500 kg	51,808 lb
Dynamic	9000 kg	19,841 lb

Rear Axle

Static	26 500 kg	58,422 lb
Dynamic	10 000 kg	22,046 lb

Hydraulic System

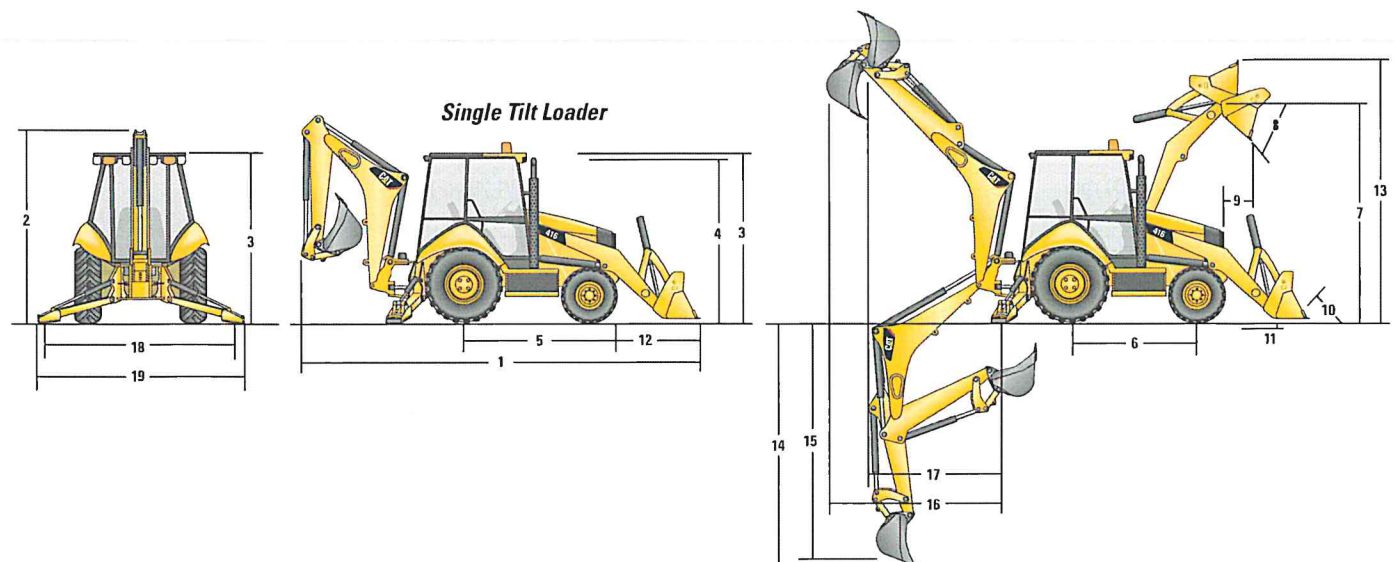
Type	Closed Center	
Pump Type	Variable-flow, Axial Piston	
Pump Capacity @ 2,200 rpm	132 L/min	34.9 gal/min
System Pressure		
Backhoe	23 000 kPa	3,336 psi
Loader	23 000 kPa	3,336 psi

Steering

Type	Front Wheel Steering	
Power Steering	Hydrostatic	
One Double-Acting Cylinder		
Bore	65 mm	2.6 in
Stroke	106 mm	4.2 in
Rod Diameter	40 mm	1.6 in
Axle Oscillation	11°	
Turning Circle – (inner wheel not braked)		
Outside Front Wheels	8.205 m	26'11"
Outside Widest Loader Bucket	10.745 m	35'3"

Service Refill Capacities

Cooling System with Air Conditioning	18.0 L	4.8 gal
Fuel Tank	160.0 L	42.3 gal
Engine Oil with Filter	9.0 L	2.4 gal
Diesel Exhaust Fluid (DEF)	19.0 L	5.0 gal
Transmission – Power Shuttle		
AWD	18.0 L	4.8 gal
Transmission – Power Shift		
AWD	19.0 L	5.0 gal
Rear Axle	16.0 L	4.2 gal
Planetarys	1.7 L	0.4 gal
Front Axle (AWD)	11.0 L	2.9 gal
Planetarys	0.7 L	0.2 gal
Hydraulic System	95.0 L	25.1 gal
Hydraulic Tank	42.0 L	11.1 gal



416 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, OROPS canopy, 4WD standard shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

		Single Tilt with Pin-On Buckets					
		0.76 m ³ (1.0 yd ³) GP	0.96 m ³ (1.25 yd ³) GP	1.0 m ³ (1.31 yd ³) GP	1.07 m ³ (1.40 yd ³) GP	1.0 m ³ (1.31 yd ³) MP	1.07 m ³ (1.40 yd ³) MP
1	Overall Length (loader on ground) – S-Stick – mm (ft/in)	7018 (23'0")	7131 (23'5")	7086 (23'3")	7151 (23'6")	7059 (23'2")	7059 (23'2")
	Overall Length (loader on ground) – E-Stick – mm (ft/in)	7024 (23'1")	7136 (23'5")	7091 (23'3")	7157 (23'6")	7064 (23'2")	7064 (23'2")
	Overall Transport Length – S-Stick – mm (ft/in)	7079 (23'3")	7162 (23'6")	7128 (23'5")	7199 (23'7")	7129 (23'5")	7129 (23'5")
	Overall Transport Length – E-Stick – mm (ft/in)	7084 (23'3")	7188 (23'7")	7134 (23'5")	7205 (23'8")	7135 (23'5")	7135 (23'5")
2	Overall Transport Height – Standard Stick – mm (ft/in)	3646 (12'0")	3646 (12'0")	3646 (12'0")	3646 (12'0")	3646 (12'0")	3646 (12'0")
	Overall Transport Height – Extendible Stick – mm (ft/in)	3666 (12'0")	3666 (12'0")	3666 (12'0")	3666 (12'0")	3666 (12'0")	3666 (12'0")
	Overall Width – mm (ft/in)	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")
3	Height to Top of Cab/Canopy – mm (ft/in)	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")
4	Height to Top of Exhaust Stack – mm (ft/in)	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")
	Height to Loader Hinge Pin (transport) – mm (ft/in)	379 (1'3")	378 (1'3")	378 (1'3")	422 (1'5")	420 (1'5")	420 (1'5")
	Ground Clearance (LH step) – mm (ft/in)	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")
	Ground Clearance (AWD guard) – mm (ft/in)	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")
	Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")
5	Rear Axle Centerline to Front Grill – mm (ft/in)	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")
	Front Wheel Tread Gauge – mm (ft/in)	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")
	Rear Wheel Tread Gauge – mm (ft/in)	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")
6	Wheelbase – mm (ft/in)	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")

		Single Tilt Loader with Quick Coupler				
		0.96 m ³ (1.25 yd ³) GP	1.0 m ³ (1.31 yd ³) GP	1.15 m ³ (1.50 yd ³) GP	1.0 m ³ (1.31 yd ³) MP	1.07 m ³ (1.40 yd ³) MP
1	Overall Length (loader on ground) – S-Stick – mm (ft/in)	7312 (24'0")	7268 (23'10")	7310 (24'0")	7219 (23'8")	7219 (23'8")
	Overall Length (loader on ground) – E-Stick – mm (ft/in)	7318 (24'0")	7273 (23'10")	7315 (24'0")	7225 (23'8")	7225 (23'8")
	Overall Transport Length – S-Stick – mm (ft/in)	7289 (23'11")	7255 (23'10")	7287 (23'11")	7217 (23'8")	7217 (23'8")
	Overall Transport Length – E-Stick – mm (ft/in)	7295 (23'11")	7261 (23'10")	7293 (23'11")	7223 (23'8")	7223 (23'8")
2	Overall Transport Height – Standard Stick – mm (ft/in)	3646 (12'0")	3646 (12'0")	3646 (12'0")	3646 (12'0")	3646 (12'0")
	Overall Transport Height – Extendible Stick – mm (ft/in)	3666 (12'0")	3666 (12'0")	3666 (12'0")	3666 (12'0")	3666 (12'0")
	Overall Width – mm (ft/in)	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")	2248 (7'5")
3	Height to Top of Cab/Canopy – mm (ft/in)	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")	2815 (9'3")
4	Height to Top of Exhaust Stack – mm (ft/in)	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")	2720 (8'11")
	Height to Loader Hinge Pin (transport) – mm (ft/in)	345 (1'2")	346 (1'2")	346 (1'2")	344 (1'2")	344 (1'2")
	Ground Clearance (LH step) – mm (ft/in)	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")	316 (1'0")
	Ground Clearance (AWD guard) – mm (ft/in)	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")	312 (1'0")
	Ground Clearance (485 kg/1,070 lb counterweight) – mm (ft/in)	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")	289 (0'11")
5	Rear Axle Centerline to Front Grill – mm (ft/in)	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")	2706 (8'11")
	Front Wheel Tread Gauge – mm (ft/in)	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")	1895 (6'3")
	Rear Wheel Tread Gauge – mm (ft/in)	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")	1728 (5'8")
6	Wheelbase – mm (ft/in)	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")	2200 (7'3")

416 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, DROPS canopy, 4WD standard shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Loader Bucket Dimensions and Performance

Pin-On Buckets												
	0.76 m³ (1.0 yd³) GP		0.96 m³ (1.25 yd³) GP		1.0 m³ (1.31 yd³) GP		1.07 m³ (1.40 yd³) GP		1.0 m³ (1.31 yd³) MP		1.07 m³ (1.40 yd³) MP	
Capacity (SAE rated) – m³ (yd³)	0.76	(1.0)	0.96	(1.26)	1.00	(1.31)	1.07	(1.40)	1.00	(1.31)	1.07	(1.40)
Overall Bucket Width – mm (in)	2262	(89)	2262	(89)	2406	(95)	2262	(89)	2279	(90)	2425	(95)
Lift Capacity at Maximum Height – kg (lb)	3053	(6,730)	2962	(6,530)	2967	(6,541)	2900	(6,393)	2736	(6,032)	2724	(6,005)
Lift Breakout Force – N (lbf)	48 282	(10,854)	45 673	(10,267)	46 360	(10,422)	45 164	(10,153)	44 481	(9,999)	44 385	(9,978)
Tilt Breakout Force – N (lbf)	54 304	(12,207)	45 719	(10,278)	48 604	(10,926)	46 676	(10,493)	51 462	(11,569)	51 386	(11,551)
Tipping Load at Breakout Point – kg (lb)	6969	(15,363)	6486	(14,298)	6640	(14,638)	6387	(14,081)	6515	(14,363)	6505	(14,342)
7 Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")
8 Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°		44°	
Dump Height at Maximum Angle – mm (ft/in)	2837	(9'4")	2758	(9'1")	2790	(9'2")	2736	(9'0")	2803	(9'2")	2803	(9'2")
9 Dump Reach at Maximum Angle – mm (ft/in)	726	(2'5")	807	(2'8")	774	(2'6")	773	(2'6")	722	(2'4")	722	(2'4")
10 Maximum Bucket Rollback at Ground Level – degrees	36°		36°		36°		37°		37°		37°	
11 Digging Depth – mm (ft/in)	70	(0'3")	70	(0'3")	70	(0'3")	110	(0'4")	97	(0'4")	97	(0'4")
Maximum Grading Angle – degrees	116°		113°		114°		114°		116°		116°	
Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		N/A		2262	(7'5")	2406	(7'11")
12 Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1397	(4'7")	1480	(4'10")	1447	(4'9")	1518	(5'0")	1447	(4'9")	1447	(4'9")
13 Maximum Operating Height – mm (ft/in)	4206	(13'10")	4356	(14'3")	4354	(14'3")	4366	(14'4")	4378	(14'4")	4407	(14'6")
Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		N/A		843	(2'9")	843	(2'9")
Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		N/A		37 113	(8343)	37 214	(8366)
Weight (does not include teeth or forks) – kg (lb)	384	(847)	451	(994)	462	(1,019)	473	(1,043)	745	(1,642)	774	(1,706)

Single Tilt Loader with Quick Coupler											
	0.96 m³ (1.25 yd³) GP		1.0 m³ (1.31 yd³) GP		1.15 m³ (1.50 yd³) GP		1.0 m³ (1.31 yd³) MP		1.07 m³ (1.40 yd³) MP		
Capacity (SAE rated) – m³ (yd³)	0.96	(1.26)	1.00	(1.31)	1.15	(1.50)	1.00	(1.31)	1.07	(1.40)	
Overall Bucket Width – mm (in)	2262	(89)	2406	(95)	2406	(95)	2279	(90)	2425	(95)	
Lift Capacity at Maximum Height – kg (lb)	2579	(5,686)	2579	(5,686)	2546	(5,612)	2438	(5,375)	2402	(5,296)	
Lift Breakout Force – N (lbf)	40 911	(9,197)	41 450	(9,318)	40 608	(9,129)	40 289	(9,057)	40 029	(8,999)	
Tilt Breakout Force – N (lbf)	37 640	(8,462)	39 574	(8,896)	37 351	(8,396)	40 227	(9,043)	40 055	(9,004)	
Tipping Load at Breakout Point – kg (lb)	5721	(12,612)	5841	(12,876)	5696	(12,556)	5811	(12,812)	5787	(12,757)	
7 Maximum Hinge Pin Height – mm (ft/in)	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	3488	(11'5")	
8 Dump Angle at Full Height – degrees	44°		44°		44°		44°		44°		
Dump Height at Maximum Angle – mm (ft/in)	2623	(8'7")	2654	(8'9")	2625	(8'7")	2690	(8'10")	2690	(8'10")	
9 Dump Reach at Maximum Angle – mm (ft/in)	887	(2'11")	855	(2'10")	886	(2'11")	832	(2'9")	832	(2'9")	
10 Maximum Bucket Rollback at Ground Level – degrees	37°		37°		37°		37°		37°		
11 Digging Depth – mm (ft/in)	111	(0'4")	111	(0'4")	110	(0'4")	101	(0'4")	101	(0'4")	
Maximum Grading Angle – degrees	109°		110°		109°		111°		111°		
Width of Dozer Cutting Edge – mm (ft/in)	N/A		N/A		N/A		2262	(7'5")	2406	(7'11")	
12 Grill to Bucket Cutting Edge, Carry Position – mm (ft/in)	1607	(5'3")	1573	(5'2")	1605	(5'3")	1535	(5'0")	1535	(5'0")	
13 Maximum Operating Height – mm (ft/in)	4439	(14'7")	4406	(14'5")	4484	(14'9")	4476	(14'8")	4531	(14'10")	
Jaw Opening Maximum – mm (ft/in)	N/A		N/A		N/A		843	(2'9")	843	(2'9")	
Bucket Jaw Clamping Force – N (lbf)	N/A		N/A		N/A		37 136	(8,348)	37 237	(8,371)	
Weight (does not include teeth or forks) – kg (lb)	447	(985)	457	(1,008)	481	(1,060)	724	(1,596)	753	(1,660)	

416 Backhoe Loader

Dimensions

Machine configuration: standard stick hoe, DROPS canopy, 4WD standard shift transmission, 0.96 m³ (1.25 yd³) GP loader bucket, 610 mm (24 in) standard duty hoe bucket, 340/80-18 and 500/70-24 tires, 240 kg (530 lb) counterweight, 80 kg (176 lb) operator, full fuel tank.

Backhoe Dimensions and Performance

	Standard Stick		E-Stick Retracted		E-Stick Extended	
14 Digging Depth, SAE (max.) – mm (ft/in)	4277	(14'0")	4317	(14'2")	5371	(17'7")
15 Digging Depth, ___ mm (8 ft) Flat Bottom – mm (ft/in)	3899	(12'9")	3942	(12'11")	5072	(16'8")
Digging Depth, 610 mm (2 ft) Flat Bottom – mm (ft/in)	4239	(13'11")	4279	(14'0")	5334	(17'6")
Reach from Rear Axle Centerline at Ground Line – mm (ft/in)	6690	(21'11")	6726	(22'1")	7731	(25'4")
16 Reach from Swing Pivot at Ground Line – mm (ft/in)	5600	(18'4")	5636	(18'6")	6641	(21'9")
Maximum Operating Height – mm (ft/in)	5601	(18'5")	5625	(18'5")	6368	(20'11")
Loading Height – mm (ft/in)	3710	(12'2")	3667	(12'0")	4238	(13'11")
17 Loading Reach – mm (ft/in)	1841	(6'0")	1928	(6'4")	2846	(9'4")
Swing Arc	180°		180°		180°	
Bucket Rotation	205°		204°		204°	
18 Stabilizer Spread, Operating Position (center) – mm (ft/in)	3310	(10'10")	3310	(10'10")	3310	(10'10")
Stabilizer Spread, Operating Position (outside) – mm (ft/in)	3770	(12'4")	3770	(12'4")	3770	(12'4")
Stabilizer Spread, Transport Position – mm (ft/in)	2322	(7'7")	2322	(7'7")	2322	(7'7")
Bucket Dig Force – N (lbf)	59 119	(13,291)	58 289	(13,104)	58 289	(13,104)
Stick Dig Force – N (lbf)	32 374	(7,278)	32 417	(7,288)	23 800	(5,350)

Dimensions with Forks/Material Handling Arm

Fork Tine Length	1070 mm (3'6")		1220 mm (4'0")		1370 mm (4'10")	
Operating Load (SAE J1197) – kg (lb)	1758	(3,875)	1684	(3,713)	1615	(3,559)
SAE Load Center – mm (in)	535	(1'9")	610	(2'0")	685	(2'3")
Operating Load (CEN 474-4) – kg (lb)	1786	(3,938)	1771	(3,904)	1754	(3,867)
CEN Load Center – mm (ft/in)	500	(1'8")	500	(1'8")	500	(1'8")
Overall Length (A) (forks on ground) – mm (ft/in)	7647	(25'1")	7797	(25'7")	7946	(26'1")
Reach at Ground (from grill to heel of fork) – mm (ft/in)	939	(3'1")	939	(3'1")	938	(3'1")
Maximum Reach (from grill to heel of fork) – mm (ft/in)	1524	(5'0")	1524	(5'0")	1524	(5'0")
Fork Height at Maximum Reach – mm (ft/in)	1619	(5'4")	1619	(5'4")	1619	(5'4")
Reach at Maximum Height (from grill to heel of fork) – mm (ft/in)	749	(2'5")	749	(2'5")	749	(2'5")
Maximum Fork Height – mm (ft/in)	3418	(11'3")	3418	(11'3")	3418	(11'3")
Maximum Fork Depth (below ground level) – mm (ft/in)	–38	(–1'11")	–38	(–1'10")	–39	(–1'10")

Material Handling Arm Position	Retracted		Mid-Position		Extended	
Operating Load (SAE J1197 and CEN 474-4) – kg (lb)*	1091	(2,404)	733	(1,615)	531	(1,171)
Overall Length, Maximum – mm (ft/in)	8903	(29'3")	9903	(32'6")	10 901	(35'9")
Reach at Maximum Depth (from machine nose) – mm (ft/in)	544	(1'9")	550	(1'10")	557	(1'10")
Maximum Depth – mm (ft/in)	2618	(8'7")	3618	(11'10")	4616	(15'2")
Maximum Reach (from machine nose) – mm (ft/in)	3221	(10'7")	4221	(13'10")	5219	(17'1")
Height at Maximum Reach – mm (ft/in)	1118	(3'8")	1124	(3'8")	1130	(3'8")
Reach at Maximum Height (from machine nose) – mm (ft/in)	1783	(5'10")	2473	(8'1")	3161	(10'4")
Maximum Height – mm (ft/in)	4445	(14'7")	5169	(16'11")	5891	(19'4")

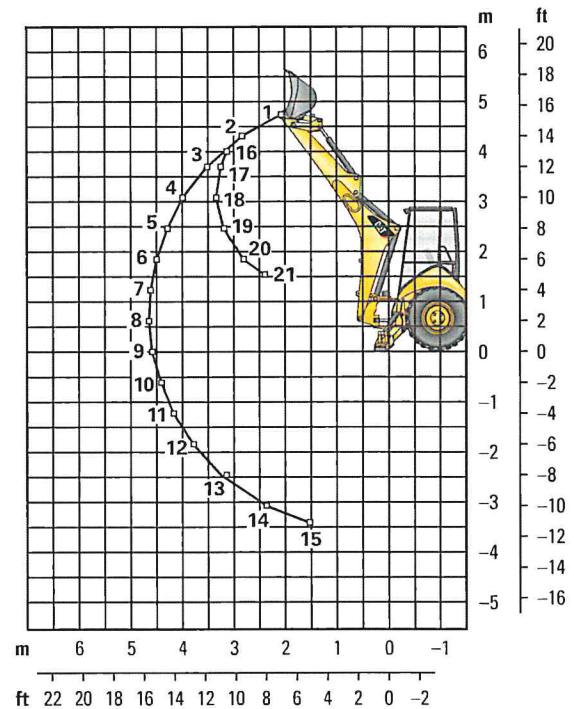
*These numbers are hydraulically limited.

416 Backhoe Loader

Backhoe Lift Capacity

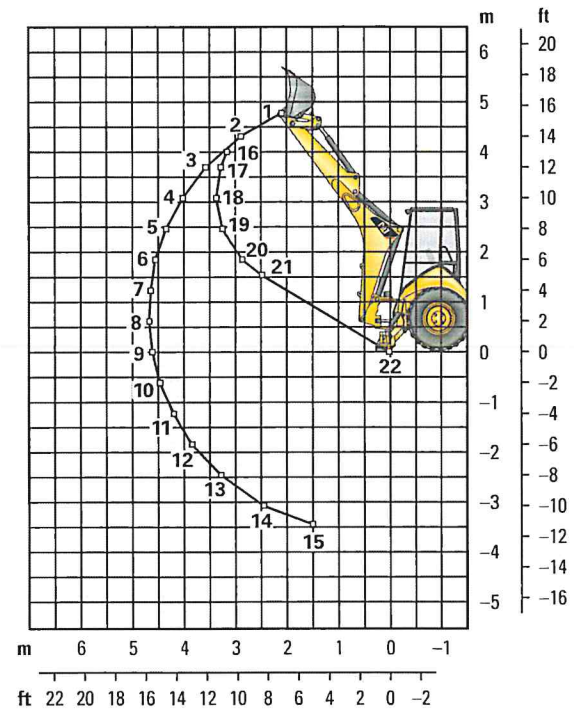
Cat 416 Standard Stick

Boom Lifting		kg	lb
1		1334	2,941
2		1426	3,144
3		1407	3,101
4		1353	2,983
5		1292	2,849
6		1232	2,716
7		1174	2,589
8		1120	2,469
9		1069	2,358
10		1022	2,254
11		979	2,158
12		939	2,071
13		905	1,996
14		885	1,952
15		916	2,019
Stick Lifting			
16		1568	3,456
17		1916	4,224
18		2328	5,133
19		2436	5,371
20		2884	6,358
21		3540	7,805



Cat 416 Extendible Stick – Retracted

Boom Lifting		kg	lb
1		1157	2,551
2		1235	2,722
3		1208	2,664
4		1153	2,541
5		1091	2,404
6		1029	2,269
7		970	2,139
8		915	2,017
9		863	1,902
10		814	1,794
11		768	1,692
12		725	1,597
13		684	1,509
14		650	1,432
15		647	1,427
Stick Lifting			
16		1423	3,138
17		1754	3,866
18		2128	4,692
19		2226	4,908
20		2629	5,796
21		3189	7,030
22		0	0



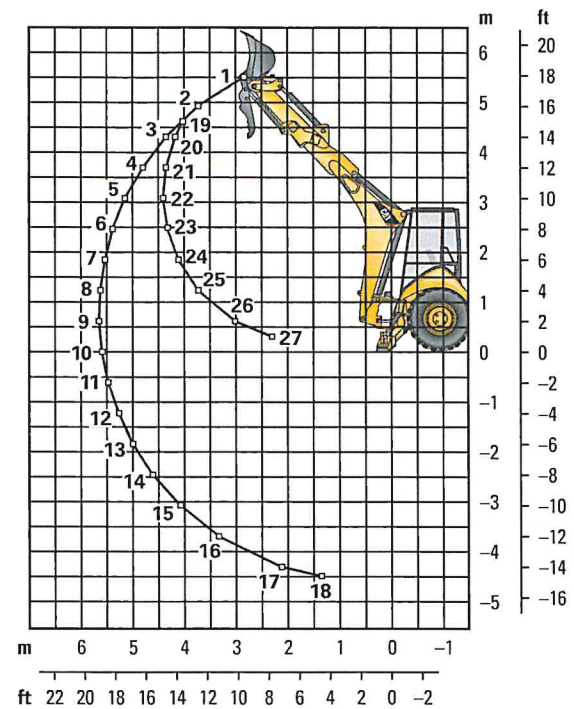
Lift capacities are over-end values calculated according to SAE J31. Values are 87% of the maximum lift force available.
Machine equipped with AWD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket and no counterweight.
Extendible stick includes 460 kg (1,015 lb) counterweight.

416 Backhoe Loader

Backhoe Lift Capacity

Cat 416 Extendible Stick – Extended

Boom Lifting	kg	lb
1	640	1,412
2	771	1,700
3	802	1,767
4	799	1,761
5	782	1,724
6	759	1,673
7	733	1,616
8	706	1,557
9	680	1,498
10	654	1,442
11	630	1,388
12	607	1,339
13	587	1,295
14	571	1,259
15	561	1,237
16	566	1,248
17	648	1,429
18	867	1,911
Stick Lifting		
19	597	1,316
20	767	1,692
21	1008	2,222
22	1178	2,597
23	1322	2,915
24	1479	3,260
25	1711	3,773
26	2305	5,082
27	3506	7,730



Lift capacities are over-end values calculated according to SAE J31. Values are 87% of the maximum lift force available.
 Machine equipped with AWD, OROPS, 0.96 m³ (1.25 yd³) general purpose bucket and no counterweight.
 Extendible stick includes 460 kg (1,015 lb) counterweight.

416 Backhoe Loader

Counterweights (Minimum Counterweight Recommendations)

Standard Stick Loader Bucket	Pin-On Bucket		Loader QC	
	kg	lb	kg	lb
GP	115	255	0	0
MP	0	0	0	0
Forks	N/A	N/A	0	0
Material Handling Arm	N/A	N/A	0	0

Extendible Stick Loader Bucket	Pin-On Bucket		Loader QC	
	kg	lb	kg	lb
GP	460	1,015	240	530
MP	115	255	0	0
Forks	N/A	N/A	240	530
Material Handling Arm	N/A	N/A	240	530

Backhoe Buckets (With weld on adapters and pin-on teeth)

Standard Duty						
Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	111	245	3
457	18	120	4.2	122	268	4
610	24	180	6.4	141	311	5
762	30	230	8.1	157	345	5
914	36	290	10.2	176	388	6

Heavy Duty						
Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	80	2.8	121	266	3
406	16	110	3.9	128	282	3
457	18	120	4.2	135	299	4
610	24	180	6.4	160	353	5
762	30	230	8.1	177	391	5
914	36	290	10.2	201	443	6

Soil Excavation						
Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
457	18	180	6.4	155	341	4
610	24	240	8.5	182	402	5
762	30	320	11.3	206	454	5
914	36	380	13.4	233	513	6

Rock						
Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	70	2.5	127	279	3
457	18	130	4.6	146	322	4
610	24	200	7.1	174	384	5
762	30	270	9.5	197	434	5
914	36	330	11.7	224	493	6

Coral						
Width		Rated Capacity		Weight		No. of Teeth
mm	in	L	ft³	kg	lb	
305	12	60	2.1	134	295	4
457	18	100	3.5	155	341	6
610	24	140	4.9	182	402	8
762	30	190	6.7	210	463	10

STANDARD EQUIPMENT

- Air cleaner
- Alarm, back-up
- Audible system fault alarm
- Backhoe controls, mechanical two lever
- Battery, maintenance-free, 850 CCA
- Battery disconnect switch
- Boom transport lock
- Brace, lift cylinder
- Brake, parking, mechanical
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Bucket level indicator
- Canopy, ROPS/FOPS
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper
- Dome light (cab only)
- Diagnostic port for engine
- Differential lock, loader joystick
- Drink holders, two
- Engine, Cat C3.6 (Direct Injection Turbocharged), meets Tier 4 Final/Stage V emission standards, Selective Catalytic Reduction, Diesel Oxidation Catalyst (DOC)
- Engine enclosure, sound suppression, removable side panels
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, spin-on: fuel, engine oil, transmission oil, water separator
- Filters, bowl and cartridge: hydraulic fluid
- Flashing hazards/signal lights
- Floor mat
- Four wheel drive
- Four wheel drive shaft guard
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Gauge cluster: coolant temperature, fuel level, torque converter temperature, DEF level
- Ground level fuel fill and DEF fill
- Halogen lights, working (2 front, 2 rear)
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, loader 2 function
- Hydraulic valves, backhoe 4 function
- Hydraulics, load sensing with variable displacement piston pump
- Indicator lights: wait to start, water in fuel, engine warning, warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature: LCD warnings: engine oil pressure, machine locked, service due, air filter blocked, high coolant temperature, auto idle shutdown, high torque converter temperature, hydraulic filter bypass
- Instrument panel lights
- Key start/stop system
- LCD operator display with soft key controls: engine speed, hour meter, gear/direction, battery voltage, hydraulic oil temperature, torque converter temperature, coolant temperature, trip totals (fuel and hours), lifetime totals (fuel and hours), operator settings (units, brightness, programmable hoe auxiliary flow), service mode diagnostics, maintenance intervals, ECM/system info
- Loader, self-leveling, return-to-dig and transmission disconnect switch
- Loader, single tilt
- Mechanical two lever controls
- Mirror, interior, rearview
- Open circuit breather
- Power receptacle, 5 volt USB, 1 internal
- Power receptacle, 12 volt, 2 internal, 1 external
- Power steering, hydrostatic
- Product Link™, cellular, network manager
- Product Link, satellite, network manager
- Seat belt, retractable, 51 mm (2 in)
- Socket, two roof
- Stabilizer shoes, street
- Steering column, tilting
- Steering knob
- Seat, air suspension, vinyl cover, with armrest
- Starting system, glow plugs
- Storage compartment, lockable
- Storage tray
- Stop and tail lights
- Swing transport lock
- Tilt steering column
- Tires
- Toolbox, external, lockable
- Torque converter
- Throttle, hand and foot, electronic
- Transmission, four speed, manual, syncromesh
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four
- Warning horn, electric

416 Backhoe Loader

OPTIONAL EQUIPMENT

- Auxiliary hydraulics, rear, adjustable flow
- Battery, additional, 850 CCA
- Brake, parking, Spring Applied Hydraulically Release (SAHR)
- Cab, standard
- Cold weather fuel (–30° C/–22° F)
- Cold weather package, including additional battery, engine block heater, radiator antifreeze (–50° C/–58° F), cold weather fuel (–30° C/–22° F) and mounting for an ether bottle
- Counterweights, 115 kg (255 lb), 240 kg (530 lb) or 460 kg (1,015 lb)
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Hydraulic valves, loader (3rd valve for MP or Quick Coupler)
- Hydraulic valves, backhoe (5th and 6th function)
- Hydraulic lines, combined function auxiliary
- Joystick controls: pilot operated, excavator style with pattern changer
- LED lights, working (2 front, 2 rear)
- Pattern changer, in cab
- Quick Coupler, hydraulic, dual lock
- Quick Coupler, manual, dual lock
- Quick Coupler, manual, pin lock
- Radio and CD player, Bluetooth®
- Ride Control
- Rotating beacon, magnetic mount
- Seat, air suspension, fabric with armrest
- Seat belt, retractable, 75 mm (3 in)
- Security system, Bluetooth
- Security System, operator display
- Side mirrors, cab, external
- Single Tilt Loader Coupler, Integrated Tool Carrier (IT) Interface
- Stabilizer pads, grouser type
- Stabilizer pads, reversible
- Stick, extendible
- Transmission, 4 speed, powershift
- Vandalism protection, gauge cover
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.

416 Backhoe Loader

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

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AEHQ8242-01 (06-2020)
Replaces AEHQ8242
Build Number: 07A
(North America)





Quote Prepared For		City of Weslaco
Sourcewell Contract Number		032119-CAT
Sourcewell Member Number		#167598
Quote Valid Through		14-Oct-23

Machine Item #	Description:	List Price
543-3339	QP8/C45/5V/MECH	\$97,870
543-4899	PT, 4WD/2WS STD SHIFT, MECH	\$12,430
542-7779	ENGINE, 70KW, C3.6 DITA, T4F	\$10,280
554-4187	HYDRAULICS, MP, 6FCN/8BNK, QC	\$9,320
557-4932	CAB, STANDARD	\$9,270
282-5409	THUMB, HYDRAULIC, NO TINE, BHL	\$6,125
548-1228	LINES, COMBINED AUX, STD STICK	\$4,530
251-1794	BUCKET-GP, 1.5 YD3, IT	\$4,257
542-7810	AIR CONDITIONER, T4F	\$3,110
379-2161	TIRES, 12.5 80/19.5L-24, GY	\$3,070
219-3387	BUCKET-HD, 24", 6.2 FT3	\$1,938
337-9695	COUNTERWEIGHT, 530 LBS	\$1,165
353-1389	GUARD, STABILIZER	\$1,080
611-0335	SEAT, FABRIC	\$670
221-4282	THUMB, TINE, A 1	\$464
9R-6007	STABILIZER PADS, FLIP-OVER	\$435
9R-5320	CUTTING EDGE, TWO PIECE, WIDE	\$329
454-6610	FAN, STANDARD CAB/ CANOPY	\$299
423-7607	PLATE GROUP - BOOM WEAR	\$279
461-6839	SHIPPING/STORAGE PROTECTION	\$263
462-1033	RUST PREVENTATIVE APPLICATOR	\$141
545-5047	DISPLAY, STANDARD	\$0
0P-0210	PACK, DOMESTIC TRUCK	\$0
560-6797	PRODUCT LINK, CELLULAR, PLE643	\$0
545-8548	LOADER BUCKET PINS	\$0
559-0872	INSTRUCTIONS, ANSI	\$0
421-8926	SERIALIZED TECHNICAL MEDIA KIT	\$0
175-7877	BUCKET, HOE, (NONE)	\$0
544-0353	CONTROLS, BACKHOE PATTERN	\$0
491-6734	WORKLIGHTS (8) HALOGEN LAMPS	\$0
206-1747	BELT, SEAT, 2" SUSPENSION	\$0
0P-9003	LANE 3 ORDER	\$0
543-4280	STICK, STANDARD, 14FT	\$0

Machine Total		\$167,325
Sourcewell Machine Discount (%)	22%	\$ (36,812)
		\$ -
Machine Sub Total		\$130,514

Work Tool Item #	Description:	List Price
		\$0
Work Tool Total		\$0
Sourcewell Loose Work Tool Discount	15%	\$0
Work Tool Sub Total		\$0

Sourced Goods/Open Market Items Description:	Price
Not Applicable	\$0
Additional Items Total	\$0

Additional Required Items Not Subject To Discount Description:	Price
Machine Prep	\$0
OMM MANUAL (1)	\$0
Service Manual (1)	\$0
36 Month / 5000 Hour Premer Warranty	\$0
Delivery to customer location	\$0
	\$0
	\$0
Additional Items Total	\$0

	Grand Total	\$130,514
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320 P-tier Backhoe Loader

07-Sep-2023

City of Weslaco Sourcewell Sales Quote
255 S Kansas Ave Attn : David Arce
Weslaco, Texas



Doggett Heavy Machinery Services, LLC.
Quote is Valid for 60 days

Code	Description	Qty	List Price(USD)
17C0T	320 P-tier Backhoe Loader	1	\$165,753.00
	17C0T (Gen-A)		
	Ex-Works Dubuque, Iowa, U.S.A.		
	As not all option codes have field kits, please review your order option codes and available kits prior to placing a machine order.		
Option Codes			
0202	United States	1	No Added Cost
0351	Translated Text Labels	1	No Added Cost
	Vehicle labels translated to selected language with English labels. Includes labels for operator station, engine and backhoe controls options.		
0259	English	1	No Added Cost
	English language for operator's manual and electronic content. Includes operator's manual and 4G OM packet.		

1003	Cab	1	\$13,905.00
Isolation mounted modular design ROPS/FOPS level 2 (meets ISO 3449 & ISO 3471) molded roof. Tinted safety glass. Deluxe interior trim. Headliner. Molded floor mat. Less radio (cab includes power connector for radio and threaded bosses for mounting brackets - see radio kit installation instructions). Air conditioning 26,000 BTU. CFC free R134a refrigerant. Heater/defrosters/pressurizer, 40,000 BTU, 10 speed. Deluxe mechanical suspension, cloth, swivel seat with lumbar adjustment and arm rests, fully adjustable. Keyless start. 3 inch orange seat belt with retractor. Tilt steering wheel. Interior rearview mirror. Front 2-speed wiper with windshield washer and rear 1-speed wiper. (2) front driving/working halogen lights - 32,500 candlepower each (2) rear working halogen lights - 32,500 candlepower each (6) additional work roof lights adds 2 front, 2 rear and 1 on each side of roof (4) turn signal/flashing/rear stop/tail lights - 2 front and rear (2) rear reflector See 'Order as Desired' codes for additional cab options not included in standard cab (i.e. air suspension seat, radio, sun visor).			
183E	JDLink™	1	No Added Cost
Includes integrated cab wiring harness, antenna, and JDLink™ Modem's (MTG). JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.			
3009	Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1	No Added Cost
5F/3R autoshift transmission. Autoshift can be turned on/off in the SSM. When autoshift is off, the transmission will operate as a powershift.			

4006	John Deere 4.5L - FT4/Stage IV	1	No Added Cost
	Net peak power of 113 Hp. For use only in areas where EPA final tier 4/EU stage IV is required. Turbocharged. Wet sleeve cylinder liners. 2 valves / cylinder. Electronically controlled HPCR fuel delivery system, B20 biodiesel compatible . Serpentine belt with automatic belt tensioner. Enclosed safety fan guard. Vertical spin-on engine oil filter. Spin-on fuel filter with water separator. Dual safety element dry-type air cleaner with evacuator valve. Underhood catalysts with vertical curved exhaust stack. Passive flow-through exhaust aftertreatment system with grid heater. Electronically controlled, variable-speed cooling fan.		
5245	Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1	No Added Cost
	Requires axle code 3009. Rear tire chains require wheel spacers (AT347522).		
6152	Single Battery with Disconnect and Jump Post	1	No Added Cost
	175 minute reserve capacity (950 CCA) Recommended for use in ambient temperatures above 32 degrees F (0 degrees C).		
6751	Standard Dipperstick	1	No Added Cost
	Standard stabilizer legs; stabilizer overall width, operating: 11 ft. 7 in. (3.53 m.)		
6575	750 lb. (340 kg.) Front Counterweight	1	\$1,048.00
7002	Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1	\$5,185.00
	Includes factory installed plumbing to bulkhead (mid-point of dipperstick) for one and two way flow valves (selective flow and proportional). Includes hydraulic quick disconnect fittings KV11305 and AT312681 for one-way flow circuit rated for full auxiliary circuit flow capacity. Quick disconnects require connection without pressure and are identical to the couplings provided with the front loader 3rd function hydraulic option.		
7028	Pilot Controls, Two Lever, with Pattern Selection	1	\$2,724.00
	Proportional auxiliary control and extendable dipperstick control integrated into pilot control levers.		

7041	Loader Coupler, Three-Function Hydraulics, Single Lever	1	\$10,473.00
	Includes auto ride control, option 8165. Single lever loader control with electric clutch disconnect, momentary MFWD, transmission quick-shift, and electro-hydraulic auxiliary control. For multi-purpose coupler bucket and front attachments. Includes valve with circuit relief and .5 in. (12.7 mm) hoses and steel lines to loader cross tube. Will accept G, J, K, and L-series loader coupler buckets.		
7806	24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1	\$2,286.00
	Pin-on bucket includes 5 teeth, TK-system Fanggs		
7701	Less Coupler - Thumb Ready	1	No Added Cost
	Includes factory installed thumb cylinder mounting ears installed onto dipper. If factory installed thumb option required, order code 8025 - 37 inch tine.		
7863	92 in. (2.35 m.) Multi-Purpose Coupler Bucket, 1.31 cu. yd. (1.00 cu. m.)	1	\$11,530.00
	Requires code 7041. Coupler bucket includes reversible bolt-on cutting edges and skid plates. Requires third function hydraulics. Pre-drilled for 8 teeth - order teeth from parts.		
8096	Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1	\$177.00
8025	Thumb - 37 in. 4 Tine	1	\$7,043.00
	Reference bulletin 17BH08 for compatibility with couplers and buckets, and to determine necessary thumb length. Requires two-way auxiliary hydraulics, code 7002 or 7004. It does include plumbing for two-way auxiliary valve.		

Total	\$220,124.00
Source Well Discount 43% Doggett Source Well # 011723-JDC	- \$ 94,653.33
Source Well Sales Price	\$125,470.70
Factory Freight	\$ 7,450.00
Pre-Delivery Inspection	\$ 1,600.00
36 Months or 3,000 hours of Extended Warranty	\$ 1,053.00
Final Sales Price	\$135,573.70

Thank you, for the opportunity to Quote you a Source Well Quote on a New John Deere 320P Backhoe Loader,

Sincerely, Danny Jackson

Territory Sales Manager - Doggett Heavy Machinery

Delivery is on average 5 to 6 months

956-342-5228

Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6887	
From: David Arce			
Subject: Discussion and consideration to purchase a new Asphalt Reclaimer 720Xi from cooperative purchasing HGAC vendor Asphalt Zipper for an amount not to exceed \$291,310 to include the approval to trade in the current asphalt zipper for an amount of \$30,000, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: The city currently has a 2008 Asphalt Zipper and trailer that we purchased for about \$99,000, trade-in value at \$30,000 now and we are applying it to the total amount.			
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 David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 Asphalt Zipper, 720Xi 260 WA 2023 Price Quote 12.31.23, 720Xi Wheel Assist Specs			
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: October 17, 2023
To: City Commission
From: David Arce, Public Works Director
Subject: ASPHALT ZIPPER
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works is requesting an approval to purchase a new Asphalt Reclaimer from HGAC vendor Asphalt Zipper for an amount not to exceed \$291,310, with the trade in of the current 2008 model AZ500 with trailer the city currently owns for a credit of \$30,000. This item was budgeted. This unit is to be used in the streets division.

Estimated delivery July 2024

Staff recommends approval.



The Most Economical Way to Repair Roads Long Term

Today's Date: **7/12/2023**

David Arce
Public Works Director

Field Rep: Barry Dill

Proposal good to end of 2023

*Order Deposit:	
-----------------	--

Signature indicates acceptance of this Proposal/Invoice based on satisfactory performance of the Asphalt Zipper Machine

Terms and Conditions: This proposal is a preliminary estimate; all prices are in US Dollars. Final sales price subject to approval by Asphalt Zipper accounting. Price does NOT include sales tax or GST(Canada); applicable sales tax or GST will be added to final invoice. Machine availability and specifications are subject to change at anytime by Asphalt Zipper. *A Deposit is required for all Orders. All returns and cancelled custom orders are subject to a 20% restocking fee plus any freight charges.

Asphalt Zipper

720Xi

WITH ACCU-TRAK® WHEEL ASSIST



6' Cutting Width

Reclaimer/Stabilizer and Utility Trencher

with PATENTED Dual-Frame ZipTec™ Enhanced Pulverizing System
and Accu-Trak™ Wheel Assist

LOADER MOUNT

Packed with technology, yet surprisingly simple to operate, the 720Xi WA harnesses the power and productivity of much larger, self-propelled reclaimers into a very powerful, versatile and affordable loader attachment. Powered by the latest Cummins intercooled turbo-diesel Tier 4 Final Performance Series engine, the 720Xi WA will pulverize up to 12-inch-thick asphalt in a single pass. The innovative upgrades and improvements throughout this new-generation Asphalt Zipper dramatically improve production in thicker asphalt, reliability and longevity of the machine, and ease of use. Full road repairs, base stabilization, street patches, and opening utility trenches in asphalt are just a few of its many uses.

Completely re-engineered, with new features and improvements throughout

260 hp Cummins Tier 4 Final Performance Series engine for quieter, cleaner power

Hydraulically secured top hatch with automatic latching and overload protection

300-gallon wheel-assist-mount water supply system (optional) for an on-board, steady supply of water

Hydraulically activated auto-adjusting clutch, remote engage, and loader operator's safety stop

Improved Z-Pro™ X cutter head for greater production with better material gradation

Heavier-duty planetary / gear box for even greater durability

Hardox®-reinforced steel frames with greater internal abrasion resistance, for longer life

Hydraulic safety-chain system (Xi models and all models with Accu-Trak™ Wheel Assist) ensures secure connection to host vehicle

Full-range depth adjustment, independent of the loader

Automatic hydraulic belt tensioning that is dynamically self-adjusting and releases tension when not in use, for greater longevity

Upgraded control box for cab of host vehicle, with improved display

Improved bucket clamping system (Xi models) for an easier, more secure connection to an even wider range of loader buckets

Push cooling for lower under-hood temperatures

Innovative liquid cooling jacket for up to 5× improved planetary cooling

Quick-Load™ guiding system on all custom trailers, for easier loading

And much more ...

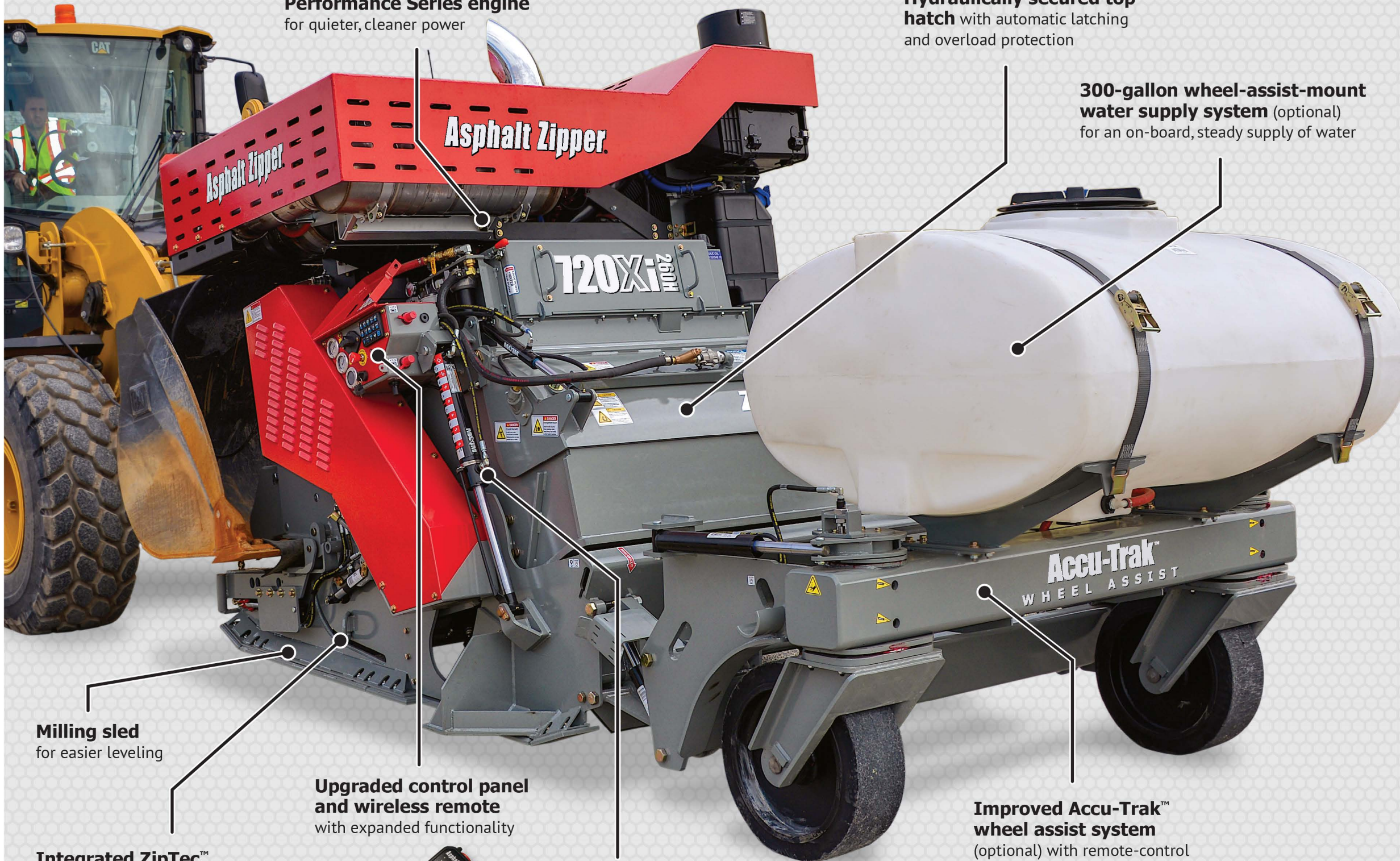
Milling sled for easier leveling

Upgraded control panel and wireless remote with expanded functionality

Integrated ZipTec™ Enhanced Pulverizing System, with full depth range, contained grinding chamber, and an adjustable baffle for controlling material size

Smart cylinders—improved depth control that is independently adjustable for more precise milling

Improved Accu-Trak™ wheel assist system (optional) with remote-control steering, for even more precise maneuvering and fine control of milling depth, enabling use with smaller host vehicles





Custom tandem-axle trailer (optional) with quick-load guiding system, low center of gravity, convenient working deck and built-in custom toolbox, enables the 720Xi WA to be hauled behind a 2-ton pickup truck.

Specifications

Model	720Xi-260H WA
Engine	 Cummins 260 hp Turbo-Diesel Tier 4 Final Performance Series
Torque	730 ft·lb — 990 N·m
Weight	15,675 lbs — 7110 kg
Cutting Width	72 in (48" available) — 1829 mm (1219 mm available)
Cutting Depth	0 to 12 in — 0 to 305 mm

Asphalt Zipper reserves the right to change specifications at any time. U.S. Patent nos. 7036252, 7066555, 7144087, 8177456, 10086867. Other U.S. and international patents pending.



Toll-free: 888-ZIPPER-8 (947-7378)

310 West 700 South, Pleasant Grove, UT 84062
 Main: 801-847-3200 • Fax: 801-847-3250

www.asphaltzipper.com

Standard Features

Cutter Head	Z-Pro™ X
Cutting Bits	Double-carbide, bullet-head
Containment System	Dual-Frame ZipTec™ Enhanced Pulverizing System
Planetary	Fairfield Magnum-duty
Depth Control	Hydraulic (infinitely adjustable)
Bit Hatch	Hydraulically powered , top access, with hydraulic shock absorption
Rear Baffle	Infinitely adjustable, telescoping, hydraulic
Mounting System	Versa-Mount™ hydraulic, top-clamping Universal Coupler
Controls and Monitoring	- Control Panel (on machine) - Control Box (for host vehicle) - Wireless Remote (for groundsmen)
Transport	Tows behind 2-ton pickup on tandem-axle trailer.
Additional Features	● Accu-Trak™ Wheel Assist ● Built-in spray system ● Hydraulic belt tensioning ● Planetary cooling jacket ● Push fan under-hood cooling

Available Options

Side Shift and Tilt

Optional Mounting Systems:

- Quick Coupler
- Versa-Mount™ Quick Coupler

Water Supply Systems:

- Wheel Assist Mount (300 gallon)

Custom Trailer



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7054	
From: David Arce			
Subject: Discussion and consideration to authorize staff to solicit Request for Proposals (RFP) for financing of a Front Wheel Loader and Asphalt Zipper for public works and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: possible list of equipment to be leased: front loader, Asphalt Zipper, and any other units for this budget year.			
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 David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 RFP Lease Equipment			
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: October 17, 2023
To: City Commission
From: David Arce, Public Works Director
Subject: AWARD FUEL RFB
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Staff is requesting to solicit Request for Proposals (RFP) for Front Wheel Loader, which was approved for purchase on October 10, 2023, and Asphalt Zipper to be leased for public works.

Staff recommends approval.



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7044	
From: David Arce			
Subject: Discussion and consideration to award a purchase agreement for the purchase of Unleaded, Diesel and Bulk DEF Fuel with Pico Propane & Fuels and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 FUEL RFB, FUEL BID TAB, final 2022-23-31 Unleaded Diesel Fuel (1)			
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: October 17, 2023
To: City Commission
From: David Arce, Public Works Director
Subject: AWARD FUEL RFB
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

On September 20, 2023, staff advertised for the fuel RFB. We opened the bids on October 10, 2023, with 3 bids being submitted on bidnet. Attached is the bid tab with the 3 bidders. Staff recommends Pico Propane and Fuels to supply fuels for the city. The fuels include unleaded, diesel, DEF, and Dyed Diesel.

Procurement Schedule:

8/15/2023	WCC Authorization to solicit bids
9/20/2023	1 st Advertisement in the Advance News Journal
9/27/2023	2 nd Advertisement in the Advance News Journal
10/2/2023	Pre-Bid Zoom conference at 11:00 AM
10/10/2023	Bid Deadline at 11:00 AM / Zoom meeting

Staff recommends approval.



CITY OF WESLACO
UNLEADED, DIESEL, BULK DEF - RFB NO.: 2022-23-31 TABULATION
Bid Opening held on: 10/10/2023 @ 11:00 AM via ZOOM

Pico Propane and Fuels Jim Elliff 401 N Shary Mission, TX 78572 Phone No.: 956..519.0622 jelliff@picopropane.com		Arguindegui Oil Co. II, LTD. Beto Lopez 4506 State Hwy 359 Laredo, TX 78043 Phone No.: 956.722.5251 beto.lopez@argpetro.com		Saratoga Rack Marketing LLC Josh Epperson 5508 Lonas Drive Knoxville, TN 37909 Phone No.: 865.410.4384 govbiz@saratogarack.com	
Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
\$0.00	\$0.00	\$0.0199	\$1,990.00	\$0.005	\$500.00
\$0.00	\$0.00	\$0.00	\$0.00	\$182.00	\$182.00
\$0.00	\$0.00	\$0.0624	\$7,488.00	\$0.030	\$3,600.00
\$0.00	\$0.00	\$0.00	\$0.00	\$127.00	\$127.00
\$1.28	\$12,800.00	\$1.93	\$19,300.00	\$2.670	\$26,700.00
\$0.69	\$6,900.00	\$250.00	if less than 300 g	\$0.00	\$0.00
\$0.05	\$525.00	\$0.15	\$1,573.95	n/a	#VALUE!
\$0.00	\$0.00	\$0.00			

Tabulation created by: David Arce
DATE: 10/11/2023

Low Bidder



City of Weslaco

Request for Bid

The City of Weslaco hereby requests the electronic submission of bids for the following:

UNLEADED - DIESEL FUEL & BULK DEF / RFB NO.: 2022-23-31

Electronic submissions of bids addressed to Homer Rhodes, Purchasing Agent, will be accepted via BIDNET. RFB deadline **11:00 AM** on **October 10, 2023**, at which time they will be opened and read aloud via ZOOM meeting (Zoom link provided in RFP document).

Potential respondents are advised that documents related to the solicitation of bids can be downloaded from the City of Weslaco web page address: <https://www.bidnetdirect.com/texas/cityofweslaco>. Be advised that the BIDNET portal/website is the primary source of all bid documents. **BIDNET portal/website must be monitored regularly for addendums and/or bid notices. Respondents are responsible for obtaining all the necessary information required for a compliant bid.**

A non-mandatory but recommended pre-bid conference will be held on October 2, 2023 at 11:00 AM via ZOOM (link provided in RFB document).

The City of Weslaco reserves the right to accept or reject any or all bids, to waive any informalities, and to accept the bid to be the best value and most advantageous (as allowed in Local Government Code 252.043) to the City and to hold bids for a period of sixty (30) days without taking action, for the purpose of reviewing and investigation of respondent's qualifications prior to award. Bids must be submitted electronically through BIDNET, no other form of submission will be accepted.

City of Weslaco
/s/ Homer Rhodes
Purchasing Agent
956-447-2240
hrhodes@weslacotx.gov



VENDOR'S NOTICE OF INTENT TO SUBMIT A BID

If you intend to submit an electronic bid via **BIDNET** for **Unleaded, Diesel & Bulk DEF Fuel** with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to **October 10, 2023**, or acknowledge intent through BIDNET.

Homer Rhodes
Purchasing Office
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596
Phone : 956.447.2240
hrhodes@weslacotx.gov

Name: _____ Signature: _____
(print)
Title: _____ Company/Agency: _____
Mailing
Address: _____ City/State/Zip: _____
Phone: _____ Fax: _____
Email address: _____

Bid No.: 2022-23-31

**CITY OF WESLACO
SOLICITATION FOR BID
RFB NO.: 2022-23-XX**

UNLEADED, DIESEL, & BULK DEF FUEL

IT IS THE INTENT OF THESE SPECIFICATIONS TO DESCRIBE AND GOVERN THE PURCHASE PRICE OF REGULAR UNLEADED AND LOW SULFUR DIESEL FUEL FOR USE BY ALL DEPARTMENTS IN THE CITY OF WESLACO.

In connection with this RFB, interested Bidders should limit their contact to the City of Weslaco by communicating only with Homer Rhodes, at (956) 447-2240 regarding this RFB. Contact with persons other than Mr. Rhodes regarding this RFB may be grounds for eliminations from the selection process.

MINIMUM SPECIFICATIONS:

1. Electronic Bids shall be submitted via BIDNET portal before deadline of October 10, 2023, at 11:00 AM. Each form must be completely filled out. Bids must be submitted with the City of Weslaco before opening day and hour. No late bids will be accepted. Identify bid submission with Vendor Name and RFB number. Failure to meet request for Bid (s) requirements may be grounds for disqualification.
2. Bids MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your Bid. Person signing Bid must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.** Firm name and authorized signature must appear on each page that calls for this information.
3. Bids **CANNOT** be altered or amended after opening time. No Bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Weslaco.
4. Vendor will bid on 4,000 gallon load for Eighty Seven (87) Octane (E-10) Unleaded, 2,000 gallon load Ultra Low Sulfur (B-5) Diesel Fuel & 500 gallon load of DEF Fuel.
5. The period of this agreement shall be from notification of award date and terminate exactly one year after (**with a possible one-year renewal**).
6. Bids shall be a set amount over the Oil Price Information Service (OPIS also referred to as the RACK Price) for Harlingen/Edinburg Area. The City of Weslaco recognizes floating nature of fuel prices but seeks to insure a set price above this price.
7. Freight Cost as indicated in the Base Bid Price shall remain firm for the term of contract.
8. It is anticipated that the City will have a need for approximately 100,000 gallons of Eighty Seven (87) Octane (E-10) Unleaded Gasoline, 120,000 gallons of Ultra Low Sulfur (B-5) Diesel Fuel and 10,000 gallons of Bulk DEF fuel throughout the one year term of this contract. This is not to be construed as a guaranteed quantity of purchase from the City of Weslaco.
9. All fuel deliveries shall be made to a central location as may be designated by the City of Weslaco. The City reserves the right to change or add delivery locations.

10. In order for the City to meet its needs, it is understood that during the period of the contract, should successful bidder be unable to supply product, the City reserves the right to obtain product from available sources.
11. It shall be the legal obligation of the vendor during the term of the contract to notify the Purchasing Office of any price decrease in the market and accordingly, reduced prices will be in effect with appropriate documentation as described above.
12. The City is a tax exempt municipality, from Federal Taxes, but not from State Taxes, and an exemption certificate, will be provided upon request, for exemption from federal tax.
13. It shall be the vendor's sole responsibility to insure that the City will be delivered on clean and impurities free Unleaded and Diesel Fuels. Non-compliance with this clause, as evidence by the formation of water or other impurities in the fuel will cause for cancellation of the contract and liability of Vendor for the costs of removal, of water and other impurities.
14. Deliveries shall be made within twenty-four (24) hours after notification unless otherwise instructed, and must be made as called for by the City to the storage tanks at the location designated by the City.
15. Gasoline and Diesel must be metered from the delivery vehicle in to the storage tank or a Bill of Lading must be provided. The invoice for fuel furnished shall have the meter volume as delivered stamped thereon or Bill of Lading. Fill tickets shall accompany transport deliveries. Failure to provide adequate metering devices or Bill of Lading may be sufficient cause to reject the bid.
16. The vendor agrees to indemnify and save harmless the City, the Purchasing Office, and his/her assistants from all suits and actions of every nature and discretion brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Office, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
17. Respondent shall carefully examine the Bid forms, requirements/specifications, and instructions to bidders. Should the bidder find discrepancies in, or omissions from Bid forms, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Office (Weslaco City Hall, at (956)447-2240) and obtain clarification by addendum prior to submitting any Bids.
18. **Addenda and Interpretations:**
No Interpretations of the meaning of the specifications or other pre-bid documents will be made orally to any bidder. Every request for such interpretation should be in writing addressed to: Homer Rhodes hrhodes@weslacotx.gov or posted on BIDNET Q&A. Request for information

deadline is October 3, 2023 at 5:00 PM. Any and all such interpretations and any supplemental instruction will be in the form of written addenda for the specifications which, if issued, will be posted on city of Weslaco BIDNET portal. Failure of any bidder to receive any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. **Bidders are responsible for obtaining all the necessary information required for a compliant bid.**

19. Location for deliveries: Public Works Warehouse, 1912 Joe Stephens Drive, Weslaco, Texas and Recycle Center location, 3000 S Border, Weslaco, Texas both being City owned pumps. **In the event of an emergency or should the City's pumps/equipment be out of service, the successful bidder shall provide emergency tanks, equipment and tank wagon(s) as may be necessary to keep the city's water & sewage treatment plants and fueling station(s) operational. Such equipment shall be supplied at no additional cost to the City and the successful bidder shall honor the bid prices. Provide an Emergency fueling plan of action on company letterhead along with bid.**

20. The City requires contracted service vendors to maintain minimum insurance coverage. The City's insurance requirements are:

Selected Firm shall obtain, and during the term of the agreement, maintain a policy of general liability insurance from an insurance company authorized to be in business in the State of Texas. The amount of general liability insurance shall not be less than one million dollars (\$1,000,000.00) for each occurrence. The insurance policies shall provide that the policies remain in full force during the life of said agreement and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to the City from the insurance company. The City shall be named as an additional insured on a separate endorsement on these policies.

Before Selected Firm shall employ any person or persons in the performance of the agreement, Selected Firm shall procure a policy of Worker's Compensation Insurance as required by the Labor Code of the State of Texas.

21. **Provide a Sample Fuel Contract for review along with bid documents**

CITY OF WESLACO
RFB NO.: 2022-23-31 UNLEADED AND DIESEL FUEL

Acknowledgement of:

Addendum No. 1

Signature

Date

Addendum No. 2

Signature

Date

Addendum No. 3

Signature

Date

CITY OF WESLACO
RFB NO.: 2022-23-31 UNLEADED, DIESEL FUEL and BULK DEF
BID FORM

The _____ (bidder), having read the instructions and specifications proposes to furnish the Service and Material for the full and firm price indicated below, in full compliance with the specifications. Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. Terms of delivery to be negotiated with successful bidder.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this _____ day of _____, 2023.

# Gallon Estimate 4,000 U/L 2,000 Dsl	Over OPIS Charge _____ _____	Delivery Charge _____ _____
--	---------------------------------------	-----------------------------------

# Gallon Estimate 500 DEF	Monthly Laden Cost _____ _____	Delivery Charge _____ _____
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Alternate Bid: Dyed Diesel – Awarded vendor must supply 1,000 gallon tank with pump and meter.

500 Dyed Diesel _____

Estimated annual usage all departments.	
Unleaded Fuel	100,000 Gallons
Diesel Fuel	120,000 Gallons
DEF Fuel	10,000 Gallons
Dyed Diesel	10,500 Gallons

This Bid must be signed by an authorized representative to become valid.

Company: _____ Address: _____

City: _____ State: _____ Zip Code: _____

E-Mail: _____ Phone Number: _____

Authorized Signature: _____ Title: _____

Please print above signature



This is a Diesel only tank 8,000 gallon capacity located at 3000 S. Border Ave. Weslaco, Texas



This is the Unleaded and Diesel split tank located at Public Works Warehouse 1912 Joe Stephens Ave.
Weslaco, Texas
6,000 gallon Unleaded
4,000 gallon Diesel

ZOOM LINKS

Homer Rhodes is inviting you to a scheduled Zoom meeting.

Topic: PRE-BID UNLEADED-DIESEL FUEL & BULK DEF RFB NO.: 2022-23-31

Time: Oct 2, 2023 11:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/86405972498?pwd=Y0drRnZPQUsvRWhERDcyaG9lZG1KUT09>

Meeting ID: 864 0597 2498

Passcode: 992387

.....

Homer Rhodes is inviting you to a scheduled Zoom meeting.

Topic: BID OPENING UNLEADED-DIESEL FUEL & BULK DEF RFB NO.: 2022-23-31

Time: Oct 10, 2023 11:00 AM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/85109611470?pwd=Q09yaS9PMVZ1U1JVUk1QYWxscWMyQT09>

Meeting ID: 851 0961 1470

Passcode: 744974



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-6890	
From: David Arce			
Subject: Discussion and consideration to purchase a new Kubota MX5400HSTC utility cab tractor with cutter from Sourcewell vendor Kubota Tractor Corporation (Eliff Motors) for an amount not to exceed \$45,707.59, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: This unit will primarily be used for cutting ROW in the city.			
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 David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 KUBOTA CAB , Kubota ROW Quote Sourcewell, JD ROW 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

Date: October 17, 2023
To: City Commission
From: David Arce, Public Works Director
Subject: KUBOTA TRACTOR
Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works is requesting an approval to purchase a new Kubota MX5400HSTC utility cab tractor and cutter from Sourcewell vendor Kubota Tractor Corporation (Eliff Motors) for an amount not to exceed \$45,707.59. This is a budgeted item and is below the budgeted amount. This unit is to be used to cutting ROW and weeding lots when needed.

Estimated delivery February 2024

Staff recommends approval.

-- Standard Features --

-- Custom Options --

**Kubota**

M Series

MX5400HSTC

UTILITY CAB TRACTOR, 4WD, HST TRANSMISSION

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V2403

Direct injection

4 Cyl. 148.6 cu. in.

^ 53.8 Net Eng. HP

^ 46.5 PTO HP

@ 2700 Eng. rpm

EPA Tier 4 Emission Cert.

Turbo Common Rail Electronic Fuel Injection

12V - 650 CCA Battery

Charging Output 60 Amps

HYDRAULICS

Open Center - Gear Pump

4.9 gpm Power Steering

9.5 gpm Remote/3 Pt. Hitch

14.4 gpm Total Hyd. Flow

Cat I/II 3-point Hitch

At lift Point 2870 lbs.

24" Behind 2310 lbs.

Telescoping Lower Links

Telescoping Stabilizers

^ Manufacturer Estimate

FRONT AXLE

Hydrostatic Power Steering

4WD: Cast Iron, Bevel Gear

TRANSMISSION

3 Range Low/Med/High

Cruise Control Standard

Mech. Wet Disc Brakes

Left Side Brake Pedals

Rear Differential Lock

INSTRUMENTS

Tachometer/Hour Meter

Fuel Gauge Meter

Warning Symbols

Coolant Temperature Meter

SELECTED TIRES

AMXR6896 & AMXR6897

FT TITN 12-16.5 R4 STL 6BLT TL2

RT TITN 17.5L-24 R4 STL 6BLT MXTL2

FLUID CAPACITY

Fuel Tank 11.9 gal

Cooling System 6.9 qts

Crankcase with filter 7.4 qts

Transmission and

Hydraulics 11.6 gal

POWER TAKE OFF

Live-Independent Hydraulic

540 rpm Rear PTO

@ 2700 Eng. rpm

SAE Std 1 3/8" Six Spline

SAFETY EQUIPMENT

2-Post Foldable ROPS w/

Retractable Seat Belt

Flip-Up PTO Shield

Safety Start Switches

Parking Brakes

Electric Key Shut Off

Turn Signals

SMV Sign

OPERATORS PLATFORM

Semi-Flat Deck w/Hanging Pedals

High Back Seat with Adjustable

Suspension

Tilt Steering

Interior Light

Interior Rearview Mirror

Front Wiper with Washer

A/C & Heater

Speakers & Radio Pre-Wired

Left Hand Step

Horn

Left & Right Hand Door

Rubber Floor Mat

Stationary PTO Switch

Cup Holder

Color Coded Controls

MX5400HSTC Base Price: \$45,685.00

(3) R.W. WT - 2 PCS PER SET \$1,431.00

LM8124-R.W. WT - 2 PCS PER SET

(1) BOLT KIT /LM8124 & M8126A WHL WHGTS \$82.00

LM8125A-BOLT KIT /LM8124 & M8126A WHL WHGTS

(2) BOLT KIT/WGHT TO WGHT MTG OF LM8124 \$74.00

M8121A-BOLT KIT/WGHT TO WGHT MTG OF LM8124

(7) FRONT SUITCASE WEIGHT (55LBS) \$602.00

BL8069-FRONT SUITCASE WEIGHT (55LBS)

(1) SIDE MIRROR KIT MX5400/MX6000 CAB \$159.00

MX6801-SIDE MIRROR KIT MX5400/MX6000 CAB

(1) FRONT WEIGHT BRACKET \$117.00

MX8068-FRONT WEIGHT BRACKET

(7) BOLT KIT FOR BL8069 - 1 PER WEIGHT \$63.00

BL8049-BOLT KIT FOR BL8069 - 1 PER WEIGHT

(1) ALL-THREAD BOLT KIT FOR BL8069 \$15.00

BL8013-ALL-THREAD BOLT KIT FOR BL8069

Configured Price: \$48,228.00

Sourcewell Discount: (\$10,610.16)

SUBTOTAL: \$37,617.84

2Yr MX5400HSTC Extended Warranty (4000 hrs.) \$1,250.00

Factory Assembly: \$260.00

Dealer Assembly: \$588.50

Freight Cost: \$1,018.75

PDI: \$400.00

DELIVERY CHARGE/ASSEMBLY \$795.00

BEACON AND BACK UP ALARM \$475.00

Total Unit Price: \$42,405.09

Quantity Ordered: 1

Final Sales Price: \$42,405.09

Final pricing will be based upon pricing at the time of
final delivery to Sourcewell members.

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting
dealer*Paid To Eliff Kubota*

*Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

Sourcewell
LAWRENCEVILLE, GA
800.441.4411

Submission #	5276
Date Prep:	9/11/2023

**This Worksheet is prepared by LAND PRIDE and given to Sourcewell Member Organization.
Quote must accompany Purchase Order and be issued to the selling DEALER.
Land Pride - Troy L. Olson National Accts. Mgr. - 1-888-987-7433**

[illegible]

Your Price

All Get paid to Elliff Kubota

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

R.d. Machen

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596

Tel: 956-968-7502

Fax: 956-968-4173

Email: rmachen@tellusequip.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

Quote Id: 29571562

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Prepared For:
City Of Weslaco

Proposal For:
City Of Weslaco

Delivering Dealer:

R.d. Machen

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596

lneuhaus@tellusequip.com

Quote Prepared By:

R.d. Machen

rmachen@tellusequip.com

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Quote Summary

Prepared For:

City Of Weslaco
TX

Delivering Dealer:

Tellus Equipment Solutions
R.d. Machen
2000 E Expressway 83
Weslaco, TX 78596
Phone: 956-968-7502
rmachen@tellusequip.com

**USED EQUIPMENT SOLD AS IS WHERE IS.
NO WARRANTY IS WRITTEN OR IMPLIED
UNLESS REMAINING FACTORY WARRANTY
IS TRANSFERABLE.
CONSULT YOUR SALES TEAM FOR
DETAILS.**

Quote ID: 29571562
Created On: 07 September 2023
Last Modified On: 07 September 2023
Expiration Date: 20 October 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp) Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70) Price Effective Date: September 6, 2023	\$ 59,303.37	\$ 49,621.12 X	1 =	\$ 49,621.12
JOHN DEERE RC6M LIFT TYPE ROTARY CUTTER 540 RPM PTO Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation 706-23 (PG 67 CG 70) Price Effective Date: September 6, 2023	\$ 5,687.00	\$ 4,585.76 X	1 =	\$ 4,585.76
Equipment Total				\$ 54,206.88

Quote Summary

Equipment Total	\$ 54,206.88
Trade In	
SubTotal	\$ 54,206.88
Est. Service Agreement Tax	\$ 0.00
Total	\$ 54,206.88

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Balance Due

\$ 54,206.88

Salesperson : X _____

Accepted By : X _____

Confidential

Selling Equipment

Quote Id: 29571562

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)

Hours:
Suggested List *
Stock Number:
\$ 59,303.37

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
706-23 (PG 67 CG 70)

Selling Price *
\$ 49,621.12

Price Effective Date: September 6, 2023

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
036BLV	4052R Compact Utility Tractor (40 PTO hp)	1	\$ 44,097.00	17.00	\$ 7,496.49	\$ 36,600.51	\$ 36,600.51
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Cab with Standard Seat	1	\$ 11,210.00	17.00	\$ 1,905.70	\$ 9,304.30	\$ 9,304.30
2660	Factory Installed Stereo	1	\$ 705.00	17.00	\$ 119.85	\$ 585.15	\$ 585.15
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
5240	16.9-24 (6PR, R4 Industrial, 2 Position)	1	\$ -50.00	17.00	\$ -8.50	\$ -41.50	\$ -41.50
6240	10-16.5 (6PR, R4 Industrial, 2 Position)	1	\$ 172.00	17.00	\$ 29.24	\$ 142.76	\$ 142.76
Standard Options Total			\$ 12,037.00		\$ 2,046.29	\$ 9,990.71	\$ 9,990.71
Dealer Attachments/Non-Contract/Open Market							
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	6	\$ 73.83	17.00	\$ 12.55	\$ 367.68	\$ 367.68
LVB25705	Front Quik-Tatch™ Weight Kit	1	\$ 52.80	17.00	\$ 8.98	\$ 43.82	\$ 43.82
BXX11094	Cab Beacon Light Kit	1	\$ 324.59	17.00	\$ 55.18	\$ 269.41	\$ 269.41
001	Non-Contract Hood Guard	1	\$ 899.00	0.00	\$ 0.00	\$ 899.00	\$ 899.00
002	Non-Contract Cab radio Kit	1	\$ 795.00	0.00	\$ 0.00	\$ 795.00	\$ 795.00
003	Non-Contract Back Up Alarm	1	\$ 655.00	0.00	\$ 0.00	\$ 655.00	\$ 655.00
Dealer Attachments Total			\$ 3,169.37		\$ 139.46	\$ 3,029.91	\$ 3,029.91

Selling Equipment

Quote Id: 29571562

Customer Name:
ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Tellus Equipment Solutions
2000 E Expressway 83
Weslaco, TX 78596
956-968-7502
lneuhaus@tellusequip.com

Value Added Services	\$ 0.00	\$ 0.00	\$ 0.00
Total			
Total Selling Price	\$ 59,303.37	\$ 9,682.24	\$ 49,621.13

JOHN DEERE RC6M LIFT TYPE ROTARY CUTTER 540 RPM PTO

Equipment Notes:
Hours:
Stock Number:

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
706-23 (PG 67 CG 70)

Price Effective Date: September 6, 2023

Suggested List *
\$ 5,687.00
Selling Price *
\$ 4,585.76

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22K4P	RC6M LIFT TYPE ROTARY CUTTER 540 RPM PTO	1	\$ 4,788.00	23.00	\$ 1,101.24	\$ 3,686.76	\$ 3,686.76
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
001	Non-Contract HD PTO Shields	1	\$ 899.00	0.00	\$ 0.00	\$ 899.00	\$ 899.00
Dealer Attachments Total			\$ 899.00		\$ 0.00	\$ 899.00	\$ 899.00
Total Selling Price			\$ 5,687.00		\$ 1,101.24	\$ 4,585.76	\$ 4,585.76



Standardized Agenda Request Form

Date of Meeting: October 17, 2023		Agenda Item No. (to be assigned by CSO): 2023-7048	
From: David Arce			
Subject: Discussion and consideration to purchase a new 2023 Chevrolet Silverado 3500HD 4WD Crew Cab from Buyboard 601-19 vendor Caldwell Country Chevrolet, for an amount not to exceed \$77,306 for water distribution division, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Unit is in stock and ready for delivery once the service body is installed.			
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 David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2024 Water Division PICK UP TRUCK, Water Division 3500HD 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

Date: October 17, 2023

To: City Commission

From: David Arce, Public Works Director

Subject: WATER DIVISION UTILITY TRUCK

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Public Works is requesting an approval to purchase a new 3500HD Chevrolet Silverado Crew Cab 4x4 Pick-Up for Buyboard vendor 601-19 from Caldwell Country in the amount to exceed \$77,306. The truck was budget, any overage will be used within the water division budget. This unit will be used with the water distribution team. This truck hauls around parts for the water breaks, and almost always pulls a trailer with the mini excavator on it.

Delivery will be estimated for November 2023.

Staff recommends approval.

ROCKDALE COUNTRY FORD PO BOX 72, ROCKDALE, TX 76567 BUYBOARD 601-19
--

End User:	<u>City of Weslaco</u>	Caldwell Rep:	<u>David Lowry #1094</u>
Contact:	<u>David Arce</u>	Phone:	<u>(903) 513-2316</u>
Phone/ Email:	<u>darce@weslacotx.gov</u>	Date:	<u>Sunday, October 8, 2023</u>
Product Description:	<u>2023 Ford Super Duty F-250 SRW (X2B) XLT 4WD SuperCab 8'</u>	Email:	<u>dlowry@caldwellcountry.com</u>

A.	Bid Series:	<u>124-FORD SUPER CAB</u>	A. Base Price:	\$ 54,900.00
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B. Published Options [Itemize each below]

Code	Model Vehicle				
X2B	2023 Ford Super Duty F-250 SRW (X2B) XLT 4WD SuperCab 8' Box				
Code	Options	Bid Price	Code	Options	Bid Price
153	Front License Plate Bracket	\$0.00	66S	Upfitter Switches (6)	\$165.00
17X	FX4 Off-Road Package	\$495.00	67B	410 Amp Dual Alternators	\$115.00
18B	Platform Running Boards	\$445.00	68U	F-250 >10K GVWR Package	\$100.00
3S	Medium Dark Slate, Cloth 40/20/40 Split Be	\$0.00	86M	Dual 68 AH/65 AGM Batteries	\$210.00
41H	Engine Block Heater	\$100.00	99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	\$0.00
44G	Transmission: TorqShift 10-Speed Automat	\$0.00	Z1	Oxford White	\$0.00
47B	Snow Plow/Camper Package	\$305.00			
603A	Order Code 603A	\$0.00			
648	Wheels: 18 Sparkle Silver Painted Cast Alu	\$0.00			
Total of B. Published Options					\$ 1,935.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
Total of C. Unpublished Options:			\$ -

D.	Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:	
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E.	Upfitter/Quote Number:	_____	
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F. Delivery ETA: _____		
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G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$ 1,600.00
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H.	Lot Insurance (for in-stock and/or equipped vehicles):	\$ 400.00
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I.	Contract Price Adjustment:		
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J.	Additional Delivery Charge	<u>359</u> miles	\$ 1,077.00
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K.	Subtotal	\$ 59,912.00
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L.	Quantity Ordered	<u>1</u>	x K =	\$ 59,912.00
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M.	Trade in:		
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N.	Coop Fee per purchase order	\$ 400.00
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O.	Total purchase price with coop fee (Prices and availability are subject to change without notice)	\$ 60,312.00
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DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)