



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, OCTOBER 1, 2024**

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 1, 2024 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 - Economic Development Corporation Manufacturing Week
 - 2) Proclamation - Domestic Violence Awareness month

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

IV. **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 and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be removed from the consent agenda by the Mayor, a Commission member or the City Manager and will be considered separately.

- A. Approval of the Minutes of the Special Meeting on September 23, 2024
(Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Ordinance 2024-28 adopting a speed limit change on Westgate Drive between Sugarcane and Mile 10N Road and authorize the Mayor to execute any related documents. (First reading held September 17, 2024; staffed by Engineering Department.) Attachment.
 - 2) Ordinance 2024-29 adopting a speed limit change on Westgate Drive between 18th Street and 6th Street and authorize the Mayor to execute any related documents. (First reading held September 17, 2024; staffed by Engineering Department.) Attachment.
- C. Approval of a request from Valley Nature Center to close Gibson Park to the public on November 9, 2024 for the Brew in the Woods annual fundraiser and allow to serve alcohol during the event and authorize City Manager to execute any related documents. (Requested by Valley Nature Center.)
- D. Approval of the Memorandum of Understanding (MOU) between Weslaco Police Department and South Texas HIDTA for use of Juvenile Justice Jeopardy (JJJ) games and associated licenses(s) and authorize the Mayor to execute any related documents. (Staffed by Police Department) Attachment.
- E. Approval on Resolution 2024-68 to apply for the Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$10,885 no match required to purchase police scheduling software and authorize the Mayor to execute any related items. (Staffed by the Police Department.) Attachment.
- F. Approval to authorize staff to solicit bids to purchase a used Broom Sweeper and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)

V. **NEW BUSINESS**

- A. Discussion and consideration on the renewal of a Public Purposes Services Contract

with Weslaco Bicultural Museum, d.b.a. Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$90,000 effective October 1, 2024 through September 30, 2025 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.

- B. Discussion and Consideration of Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between City of Weslaco and the following:
 - 1) Weslaco Chamber of Commerce for \$304,825;
 - 2) Frontera Audubon Society for \$53,000; and
 - 3) Lower Rio Grande Valley Nature Center for \$72,560and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- C. Discussion and Consideration on the renewal of a Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 for the public purposes services and activities in this contract, effective October 1, 2024 through September 30, 2025 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- D. Discussion and consideration on Resolution 2024-69 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- E. Discussion and consideration to award the best qualified, most advantageous respondent to the Request for Qualifications for the creation of a Tax Increment Reinvestment Zone (TIRZ) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment.
- F. Discussion and consideration to purchase a John Deere compact excavator from sourcewell vendor Doggett Heavy Machinery (#011723-JDC) for an amount not to exceed \$62,462.10 from Water Fund budget and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- G. Discussion and consideration to purchase a New TYMCO Model 600 Street Sweeper from Industrial Disposal Supply Co., sourcewell contract #111522 for an amount not to exceed \$357,320 from streets budget and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment.
- H. Discussion and consideration of accepting donations of area rug, lamp, TV stand, two swivel chairs, throw pillows, wall art, and mirror by Martinez Furniture & Appliance (Ramon Martinez and family) in the amount of \$6,749.39 for the soft interview room at the Weslaco Police Department. Possible action. (Staffed by the Police Department.)
- I. Discussion and consideration of proposed Change Order #1 for the North Wastewater Treatment Plant Aeration Basin Maintenance and Rehabilitation Project and authorize

the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.) Attachment.

VI. 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. Legal Consultation – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025, as authorized by Section §551.071 of the Texas Government Code.
- C. Legal Consultation – Discussion with the City Manager and City Attorney relating to the City’s rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Weslaco Municipal Police Union (WMPU) as authorized by Section §551.071 of the Texas Government Code.
- D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding potential litigation relating to prescriptive easement legally described Lots 22-25, Block 8, L.D. Morgans Addition, Weslaco, Hidalgo County, Texas as authorized by Section §551.071 of the Texas Government Code.

- F. Legal Consultation - Consultation with the City Attorney regarding the status of City of Weslaco vs CDM as authorized by Section §551.071 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. 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 27th day of September 2024, 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 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-505	
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:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Pastor Manuel Portillo from The Way of the Redeemed 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:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-910	
From:			
Subject: Weslaco Economic Development Corporation.			
Background:			
Funding Source (budget code, if applicable):			
Amount:		Term of Impact:	Identified in Current Budget:
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



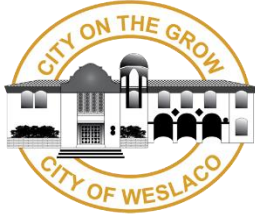
Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-911	
From:			
Subject: Weslaco Chamber of Commerce.			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-510	
From:			
Subject: Approval of the Minutes of the Special Meeting on September 23, 2024 (Staffed by City Secretary Department.) Attachment.			
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 ADELAIDA VEGA Martin Garza		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: 240923 Minutes			
Responsibilities upon Approval:			



**MINUTES OF A SPECIAL MEETING
WESLACO CITY COMMISSION
SEPTEMBER 23, 2024**

On Monday, September 23, 2024, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Adrian Farias
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez, Jr.
	Commissioner	JP Rodriguez
	Commissioner	Greg Kerr

ABSENT:	Commissioner	Josh Pedraza
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STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Juan E. Gonzalez	City Attorney

Also present: Edna Silva, Interim Deputy City Secretary, Sonia Flores, Assistant Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, Arnold Becho, Library Director, Luz Galindo, HR Director, Albert Aldana, City Engineer, Chris Sanchez, Assistant Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Omar Rodriguez, Parks and Recreation Director, Lily Alvarez, Airport Director, Joe Pedraza, Assistant Director of Planning and Code Enforcement, Rick Mendoza, Information Technology Director, Inframark and other staff members.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Gonzalez called the meeting to order and certified the public notice of the meeting as properly posted Friday, September 20, 2024.

B. Pledge of Allegiance.

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

C. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioner Pedraza and a quorum present.

II. PUBLIC COMMENTS

None.

III. NEW BUSINESS

A. Discussion and consideration on final reading of Ordinance 2024-26 for the moratorium pertaining to applications for duplexes, triplexes, four-plexes and multifamily residential development and authorize the Mayor to execute any related documents. Possible action. (First reading held September 17, 2024; staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement recommended approval to adopt ordinance as presented in the first reading. Commissioner JP Rodriguez questioned if the city can be held liable due to the moratorium not extending development to apartments and fourplexes, but still allowing other types of development. Rebekah stated that as justification for the moratorium includes the water consumption, the sanitary strain that it's putting on our sewer systems and the traffic that's being placed on our existing roadways. City Attorney Juan Gonzalez stated this is a precautionary measure to conserve critical water shortage/risks.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve Ordinance 2024-26 as presented. The motion carried (3-2); Commissioners Lopez and Rodriguez against; Mayor Gonzalez was present and voting.

B. Discussion and consideration on the petition from Santos Villanueva Investments LLC for the release of Lot 3, Santos Villanueva Subdivision, Hidalgo County, Texas real property located in the City's Extraterritorial Jurisdiction and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment.

Mayor Pro Tem Farias abstained from vote and discussion.

Rebekah de la Fuente stated property is located on mile 10 just east of Texas; water is being supply by North Alamo Water Supply and we do not have sanitary sewer in the area; this is the 3rd or 4th petition that has requested release from our ETJ. Staff is recommended approval on petition for release of Lot 3, Santos Villanueva Subdivision to be removed from Weslaco's ETJ.

Mayor Adrian Gonzalez asked City Manager and City Attorney if they had reviewed all documents pertaining to the release request from the ETC. City Attorney stated yes, and that the statue says we must act within 10 days; if not then it is automatically granted.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to approve petition to release Lot 3 Santos Villanueva Subdivision as presented. The motion carried unanimously; Mayor Pro Tem Farias abstained; Mayor Gonzalez was present and voting.

C. Discussion and presentation of Code of Ordinance City of Weslaco, Texas, Chapter 142, Vehicle Wrecker and Towing Services. (Staffed by Police Department.) Attachment.

Commissioner Kerr in attendance.

Joel Rivera, Police Chief, stated some concerns expressed by wrecker services. 1) issues with price which is set by ordinance, and we have not had an increase, 2), the number of wrecker companies on the rotation list. Chief stated that the wreckers that are currently on rotation do comply with all requirements, as per inspection conducted annually; to add more wreckers on rotation the ordinance would need to be amended. Fees were presented before commission based on ordinance. Chief is recommending changing fees on ordinance based on studies he conducted with other cities. No state mandate on fees. Mayor Pro Tem Farias agrees with Chief's recommendation on adding more wreckers to the rotation.

City Manager stated this was a presentation item and no action necessary and back to the commission for official action if interested in pursuing.

D. Discussion and consideration on the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 5, 2024, pursuant to Texas Election Code Chapter 271 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary.) Attachment.

Norma A. Cantu, City Secretary, recommended approval of the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 7, 2024.

Commissioner Kerr seconded by Commissioner Lopez moved to approve the Election Services Contract with Hidalgo County Elections Department to conduct the General Election of November 7, 2024, as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

IV. REPORTS

A. Park Renovation Project - Architect's Report for Isaac Rodriguez and Mayor Pablo Pena Park. (Staffed by Parks and Recreation Department.)

Omar Rodriguez, Director of Parks and Recreation Director, introduced Maribel Lopez from Heffner Design Team to present recommendations on the proposed renovations for Isaac Rodriguez and Mayor Pablo Pena Park.

Maribel Lopez, Senior Designer with Heffner Design, stated that based on the site analysis presented in July she would be mentioning their findings and observations. The focus on Isaac Rodriguez Park is removing the restroom and concession stand and combine into one building as well as other recommendations regarding parking with wheelchair access, lighting, shade etc. As per recommendations the cost estimate for Isaac Rodriguez Park totals at \$2.7 million. Recommendations for Mayor Pablo Pena Park also include complete renovation of the restrooms and concession stand, other recommendations include walkways, landscaping, irrigation and utilities, the cost estimate for Mayor Pablo Pena Park is \$1.5 million.

V. EXECUTIVE SESSION

At 6:25 p.m. Mayor Pro-Tem Farias seconded by Commissioner Lopez moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 6:45 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VI. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

- B. Real Property - Consultation with City Attorney regarding real property legally described as Lots 9 and 10, Block 5, Gonzales Subdivision, Weslaco Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

Commissioner Kerr seconded by Commissioner Lopez authorized staff to proceed with the release of lien as discussed in executive session.

- C. Real Property - Consultation with the City Attorney regarding the purchase, exchange, lease or value of real property legally described as the South 12.50' of Lot 3 and Lots 4-9, Block 26, Weslaco Original Townsite, Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.

Commissioner Kerr seconded by Commissioner Lopez authorized the City Manager to proceed with negotiations with property owners unuse of property as discussed in executive session.

VII. ADJOURNMENT

Mayor Pro Tem Farias seconded by Commissioner Gonzalez, Jr. a moved to adjourn the special meeting of September 23, 2024, at 6:47 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-920	
From: Albert Aldana			
Subject: Ordinance 2024-28 adopting a speed limit change on Westgate Drive between Sugarcane and Mile 10N Road and authorize the Mayor to execute any related documents. (First reading held September 17, 2024; 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 Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 09-17-2024CC_Westgate Dr N Speed Limit, Speed Study Report_ Westgate Dr (Sugarcane-Mi.10N), Westgate Dr. (S. Cane - Mi 10th) Speed Zone Strip map_ FINAL, O2024-28 Speed Limit Westgate Dr North			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

DATE: September 13, 2024

TO: Mayor Adrian Gonzalez, City Commissioners,
& Mr. Garza, City Manager

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

RE: **PROPOSED SPEED LIMIT ORDINANCE 2024-28
SPEED LIMITS ON WESTGATE DR
BETWEEN SUGARCANE AND MILE 10 N RD**

This item seeks your approval to adopt the speed limit between Sugarcane Dr and Covey Dr as 30 MPH and between Covey Dr and Mile 10 N Rd as 45 MPH.

Staff has performed a speed study which collected and evaluated speed data for Westgate Dr and evaluated accident history as well as existing conditions along the roadway segment.

The study findings based on the evaluations of the various factors concluded that the speed between Covey Dr and Mile 10 N Rd should be set at 45 Miles per hour. This speed matches also matches the speed between Mile 10 N Rd and Mile 11 N Rd (Hidalgo County). The speed between Sugarcane Dr and Covey Dr should remain at 30 MPH as presently posted.

Please see the attached speed limit study report for complete details.

Staff recommends approval of this item.

Sincerely,

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

Attachments: Speed Limit Study Report
Ordinance 2024-28

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

September 06, 2024

Mr. Martin Garza
City Manager
City of Weslaco
Texas 78596

RE: Speed Study Westgate Dr. (Between Sugar Cane & Mile 10)

Dear Mr. Martin Garza,

As requested, the City of Weslaco Engineering Department performed a speed study on Westgate Dr. between Sugar Cane and Mile 10 North Rd to determine the adequate speed limit at this location. This letter report summarizes our speed study methodology, findings, and recommendations. The following is a summary of the key factors considered in our speed study.

Roadway Characteristics

Westgate Dr. between Sugar Cane and Mile 10 N Rd is an arterial roadway that primarily provides connection between local residential roads and collector roads along the study segment. The roadway is approximately 80 feet in width and provides sufficient width for two lanes of travel in each direction, a 10 feet shoulder, and a continuous two-way left turn center lane.

Data Collected

A spot speed survey was performed on Westgate Dr. between Sugar Cane and Mile 10 North during the period between July 18th and August 7th of 2024. The purpose of this speed survey is to collect speed data from the roadway for speed analysis. These traffic recorders provide information about traffic volumes and speeds during this timeframe for Westgate Dr. between Sugar Cane.

85th percentile Speed

The 85th percentile speed is the speed at which 85 percent of drivers travel on a roadway segment. Motorists that travel above the 85th percentile speed are exceeding the safe and reasonable speed for the prevailing roadway conditions. The city of Weslaco uses the 85th percentile speed to determine the appropriate speed limit for roadways and to evaluate the need for other traffic measures such as speed humps. Two speed recording stations were deployed along Westgate Dr. between Sugar Cane and Mile 10 North and recording traveling speeds for northbound and southbound traffic.

According to the collected data the following is the 85th percentile speed for Westgate Dr. within the limits of the study, as shown in **Figure 1** below.



Figure 1 – Northside Speed Recording Stations on Westgate Dr.

Table 1.0 below summarizes the data collected for this speed study.

Table 1.0 Speed Survey Data

Westgate Dr. Speed Study	85 th Percentile Speed (MPH)	
	NB (Sta.#1)	SB (Sta.#2)
Average Speed	66	55
AVG	49 MPH	

According to the collected data shown in the table above, the 85th percentile average speed for Westgate Dr between Sugar Cane and Mile10 is 49 MPH. This speed is well above the 45-mph maximum speed limit of the roadway. It is noted that the speed data sheets indicate that there are 26,540 motorists who travel on the roadway between 45-50 mph, 6,030 motorists at 55-60 mph, and 1,217 motorists at >70 mph. Speed Data sheets are included in the attached **Appendix**.

Accident History Analysis

Analysis of the accident history for Westgate Dr between Sugar Cane and Mile10 North Rd was researched through TxDOT's Crash Records Information System (C.R.I.S.). An accident history query was performed for the years 2021 thru 2023 and 6 months into the year 2024 to determine if an accident pattern arose that indicates a possible problem along the roadway segment. According to the data collected, there have been 18 accidents during the three-and-a-half-year period. It was found that the predominant contributing factor in these accidents was categorized as failure to control speed while approaching intersection.

A C.R.I.S. Accident Report is included in the **Appendix**.

Study Findings & Recommendations

After evaluating existing speeds and crash data the two following actions are recommended:

- 1).- Recommend adoption of a 45 MPH zone between mile 10 N & Covey Dr.
- 2).- Recommend a speed reduction warning sign in advance of the existing 30 MPH zone

If you have any questions or need additional information, please advise.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Pedraza", is positioned above the typed name of the City Engineer.

City Engineer
City of Weslaco

c: Mr. Martin Garza, City Manager
Mr. Joel Rivera, Chief of Police
Mr. David Arce, Public Works

Attachments: Speed Data Recorded
CRIS Accident Datta
Speed Zone Map

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/18/2024	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
12:00 PM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
6:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	0	0	2	2	13	63	147	100	49	30	6	3	1	416
9:00	0	0	0	0	13	62	102	88	41	8	4	0	2	320
10:00	0	0	0	2	21	60	91	62	19	9	3	3	2	272
11:00	0	0	0	5	16	41	44	47	19	5	0	0	0	177
Total	0	0	2	9	63	226	384	297	128	52	13	6	5	1185

Percentile	15th	50th	85th	95th
Speed	38	44	51	56
Mean Speed (Average)	44.8			
10 MPH Pace Speed	40-49			
Number in Pace	680			
Percent in Pace	57.4%			
Number > 45 MPH	501			
Percent > 45 MPH	42.3%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/21/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	2	13	43	57	33	16	1	0	0	0	165
1:00	0	0	0	0	5	19	25	26	9	3	2	0	0	89
2:00	0	0	0	3	4	10	18	22	5	2	0	0	0	64
3:00	0	0	0	0	2	10	16	12	9	3	1	0	0	53
4:00	0	0	0	0	2	6	3	7	7	1	0	0	0	26
5:00	0	0	0	0	1	6	6	2	1	1	3	0	0	20
6:00	0	0	0	0	0	1	2	6	1	0	0	0	1	11
7:00	0	0	0	0	0	6	5	4	2	0	1	0	0	18
8:00	0	0	0	2	2	4	10	13	8	7	0	0	0	46
9:00	0	0	0	1	0	12	22	24	14	3	3	0	0	79
10:00	0	0	2	1	5	25	46	39	30	7	1	0	0	156
11:00	0	0	0	0	4	30	65	52	42	12	6	3	0	214
12:00 PM	0	0	1	0	5	33	59	68	41	15	5	0	0	227
1:00	0	1	0	3	6	41	80	74	45	12	4	0	0	266
2:00	0	0	0	1	9	42	91	100	40	18	5	0	0	306
3:00	0	0	0	1	6	52	92	79	57	21	9	1	0	318
4:00	0	0	0	2	9	36	76	97	53	20	4	4	0	301
5:00	0	0	0	5	10	49	93	106	51	16	3	2	1	336
6:00	0	1	0	1	14	55	98	93	87	18	3	0	0	370
7:00	0	0	2	1	17	54	85	105	49	16	3	2	0	334
8:00	0	0	0	0	4	44	103	72	59	24	3	0	2	311
9:00	0	0	0	1	14	63	72	81	33	10	5	0	0	279
10:00	0	0	0	2	15	68	90	64	20	3	2	0	0	264
11:00	0	0	0	4	6	46	52	39	17	3	2	0	0	169
Total	0	2	5	30	153	755	1266	1218	696	216	65	12	4	4422

Percentile	15th	50th	85th	95th
Speed	39	45	52	56
Mean Speed (Average)	45.4			
10 MPH Pace Speed	40-49			
Number in Pace	2475			
Percent in Pace	56.0%			
Number > 45 MPH	2211			
Percent > 45 MPH	50.0%			

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Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Direction: Northbound

Percentile	15th	50th	85th	95th
Speed	23	27	29	30
Mean Speed (Average)	25.9			
10 MPH Pace Speed	20-29			
Number in Pace	97			
Percent in Pace	85.1%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/24/2024	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
5:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	2	1	1	0	0	0	0	0	0	0	0	0	5

Percentile	15th	50th	85th	95th
Speed	13	19	28	28
Mean Speed (Average)	18.5			
10 MPH Pace Speed	12-21			
Number in Pace	3			
Percent in Pace	60.0%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/25/2024	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
4:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	1	1	1	0	0	0	0	0	0	0	0	0	3

Percentile	15th	50th	85th	95th
Speed	16	21	27	27
Mean Speed (Average)	22.6			
10 MPH Pace Speed	13-22			
Number in Pace	2			
Percent in Pace	66.7%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/26/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
12:00 PM	1	0	0	0	0	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	1	3	1	3	5	5	3	1	1	2	25
11:00	1	1	0	0	2	7	7	3	3	5	3	3	6	41
Total	5	3	0	3	5	8	10	8	8	8	4	4	8	74

Percentile	15th	50th	85th	95th
Speed	31	46	66	80
Mean Speed (Average)	56.0			
10 MPH Pace Speed	35-44			
Number in Pace	18			
Percent in Pace	24.3%			
Number > 45 MPH	40			
Percent > 45 MPH	54.1%			

City of Weslaco Speed Survey Analysis

10

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/27/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	1	8	8	3	2	1	0	0	0	0	23
1:00	0	0	0	0	1	5	8	7	6	1	0	0	0	28
2:00	0	0	0	1	0	4	8	1	0	2	0	0	0	16
3:00	0	0	0	0	0	4	1	1	1	1	0	0	0	8
4:00	0	0	0	0	0	0	3	2	0	0	0	0	0	5
5:00	0	0	0	0	0	2	1	0	0	0	0	0	0	3
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	1	0	4	3	0	0	0	0	0	8
8:00	0	0	0	2	4	12	7	2	0	0	0	0	0	27
9:00	1	0	3	13	11	7	4	1	0	0	0	0	0	40
10:00	0	0	0	7	10	15	10	1	0	0	0	0	0	43
11:00	0	0	0	2	19	31	14	6	0	0	0	0	0	72
12:00 PM	0	0	2	1	18	33	22	5	1	2	0	0	0	84
1:00	0	0	0	0	1	7	20	21	8	8	2	1	0	68
2:00	0	0	0	0	0	1	8	8	12	10	7	9	19	74
3:00	1	0	0	0	0	0	0	0	0	0	1	0	21	23
4:00	0	0	0	1	1	0	0	0	0	0	0	0	4	6
5:00	0	0	0	0	0	0	0	0	0	1	0	0	4	5
6:00	0	0	0	0	2	0	0	0	0	0	1	1	13	17
7:00	0	0	0	0	0	0	0	1	0	0	0	2	6	9
8:00	0	0	0	0	0	0	0	0	2	0	1	0	2	5
9:00	0	0	0	0	1	0	0	0	1	1	3	0	3	9
10:00	0	0	0	0	0	0	0	0	1	0	0	0	0	1
11:00	0	0	0	1	0	0	0	0	0	1	0	0	2	4
Total	2	0	5	29	77	129	113	61	33	27	15	13	74	578

Percentile	15th	50th	85th	95th
Speed	34	42	65	103
Mean Speed (Average)	57.4			
10 MPH Pace Speed	35-44			
Number in Pace	241			
Percent in Pace	41.7%			
Number > 45 MPH	223			
Percent > 45 MPH	38.6%			

City of Weslaco Speed Survey Analysis

11

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/28/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	1	0	1	1	1	0	0	0	0	0	0	0	4
1:00	0	0	0	0	2	2	9	8	9	7	2	0	0	39
2:00	0	0	0	2	2	9	19	23	10	0	2	0	0	67
3:00	0	0	1	2	0	8	36	21	10	2	0	0	0	80
4:00	0	0	0	0	0	10	21	28	13	7	0	1	0	80
5:00	1	0	1	0	2	10	24	13	9	2	0	0	0	62
6:00	0	1	1	3	3	5	20	11	1	0	0	0	0	45
7:00	0	0	0	0	0	7	12	2	0	1	0	0	0	22
8:00	0	0	0	0	3	4	3	1	1	0	0	0	0	12
9:00	0	0	0	0	1	2	1	0	0	0	0	0	0	4
10:00	0	0	0	1	0	0	2	0	0	0	0	0	0	3
11:00	0	0	0	1	1	1	0	0	0	0	0	0	0	3
Total	1	3	3	10	15	59	147	107	53	19	4	1	0	422

Percentile	15th	50th	85th	95th
Speed	38	44	51	55
Mean Speed (Average)	44.2			
10 MPH Pace Speed	40-49			
Number in Pace	253			
Percent in Pace	60.0%			
Number > 45 MPH	184			
Percent > 45 MPH	43.6%			

12

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Direction: Northbound

Percentile	15th	50th	85th	95th
Speed	34	43	70	86
Mean Speed (Average)	60.7			
10 MPH Pace Speed	35-44			
Number in Pace	144			
Percent in Pace	38.7%			
Number > 45 MPH	164			
Percent > 45 MPH	44.1%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/30/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	1	0	0	0	1
12:00 PM	0	0	0	0	0	1	0	0	0	0	0	0	0	1
1:00	0	0	1	0	0	0	0	0	0	0	1	0	1	3
2:00	0	0	0	0	0	0	0	0	0	0	0	0	2	2
3:00	1	1	0	0	0	0	0	0	0	0	0	0	3	5
4:00	0	0	0	0	0	0	0	0	0	0	0	0	6	6
5:00	0	0	0	0	0	0	0	0	0	0	0	1	10	11
6:00	0	0	0	1	1	0	0	0	0	0	0	0	7	9
7:00	0	0	0	0	1	1	0	0	0	0	0	0	2	4
8:00	0	0	0	1	1	2	0	0	0	0	0	0	1	5
9:00	0	0	0	0	0	0	0	0	0	0	0	1	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	1	1	2	3	4	0	0	0	1	1	2	32	49

Percentile	15th	50th	85th	95th
Speed	32	87	121	164
Mean Speed (Average)	119.0			
10 MPH Pace Speed	29-38			
Number in Pace	7			
Percent in Pace	14.3%			
Number > 45 MPH	36			
Percent > 45 MPH	73.5%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

7/31/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	1	0	0	0	1
12:00 PM	0	0	0	1	0	1	0	0	2	1	1	0	0	6
1:00	0	0	1	0	1	0	0	2	2	2	0	2	0	10
2:00	0	0	0	0	0	4	3	3	5	3	1	1	0	20
3:00	1	0	0	0	0	0	5	6	5	9	4	1	2	33
4:00	0	0	0	0	0	0	0	1	1	1	1	0	0	4
5:00	0	0	0	0	0	0	1	4	2	0	0	0	0	7
6:00	0	0	0	0	0	1	0	1	1	1	1	0	0	5
7:00	0	0	0	0	0	0	1	1	0	0	0	0	0	2
8:00	0	0	0	0	0	0	1	0	0	0	0	0	0	1
9:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2	0	3	2	2	6	11	18	18	18	8	4	2	94

Percentile	15th	50th	85th	95th
Speed	39	51	60	66
Mean Speed (Average)	51.4			
10 MPH Pace Speed	45-54			
Number in Pace	36			
Percent in Pace	38.3%			
Number > 45 MPH	68			
Percent > 45 MPH	72.3%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

8/1/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	2	0	0	1	3
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	1	0	0	2	0	0	2	0	0	0	0	5
1:00	0	0	1	0	0	1	0	1	0	1	2	1	6	13
2:00	0	0	0	0	0	0	1	1	1	2	4	3	11	23
3:00	0	0	0	0	0	0	0	0	2	2	0	1	3	8
4:00	0	0	0	0	0	0	0	0	0	0	0	0	1	1
5:00	0	0	0	1	0	0	0	0	2	1	1	1	1	7
6:00	0	0	0	0	0	0	0	0	0	1	0	2	1	4
7:00	0	0	0	0	0	0	0	0	0	0	0	0	1	1
8:00	2	0	0	1	0	0	1	0	0	0	0	0	0	4
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	3	0	2	3	0	3	2	2	7	9	7	8	25	71

Percentile	15th	50th	85th	95th
Speed	39	63	96	112
Mean Speed (Average)	89.9			
10 MPH Pace Speed	50-59			
Number in Pace	16			
Percent in Pace	22.5%			
Number > 45 MPH	58			
Percent > 45 MPH	81.7%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

8/2/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	1	0	0	0	1	0	0	0	0	0	0	0	0	2
11:00	0	0	0	0	1	0	0	0	0	0	0	0	0	1
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	2	2
1:00	0	0	0	2	0	0	0	0	0	0	0	0	9	11
2:00	0	0	0	0	0	0	0	0	0	0	1	0	11	12
3:00	0	0	1	0	0	0	0	0	1	0	3	4	22	31
4:00	0	0	0	0	0	1	1	1	2	3	1	1	4	14
5:00	0	0	0	0	0	1	1	0	1	1	0	0	0	4
6:00	0	0	0	1	0	0	1	0	0	0	0	0	2	4
7:00	0	0	0	0	0	2	0	0	0	0	0	0	1	3
8:00	0	0	0	0	0	0	0	0	0	0	0	0	1	1
9:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	1	0	0	0	1	0	0	0	2
Total	2	0	1	4	2	5	3	1	4	5	5	5	52	89

Percentile	15th	50th	85th	95th
Speed	39	74	109	171
Mean Speed (Average)	114.6			
10 MPH Pace Speed	53-62			
Number in Pace	10			
Percent in Pace	11.2%			
Number > 45 MPH	72			
Percent > 45 MPH	80.9%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

8/3/2024	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	1	0	0	0	1
10:00	0	0	0	1	0	0	0	0	0	1	0	0	0	2
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	1	1	1	0	0	0	0	3
1:00	0	0	0	0	1	0	0	0	0	0	2	1	1	5
2:00	0	3	0	0	0	0	0	0	0	0	0	0	1	4
3:00	0	0	0	0	0	0	0	1	0	0	0	0	0	1
4:00	0	0	0	0	0	0	0	0	0	0	0	0	1	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	1	1
6:00	0	0	0	0	0	1	0	0	0	0	0	0	0	1
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	3	0	1	1	1	1	2	1	2	2	1	4	20

Percentile	15th	50th	85th	95th
Speed	19	49	72	181
Mean Speed (Average)	65.4			
10 MPH Pace Speed	53-62			
Number in Pace	4			
Percent in Pace	20.0%			
Number > 45 MPH	12			
Percent > 45 MPH	60.0%			

18

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Direction: Northbound

Percentile	15th	50th	85th	95th
Speed	29	84	152	180
Mean Speed (Average)	102.5			
10 MPH Pace Speed	23-32			
Number in Pace	4			
Percent in Pace	23.5%			
Number > 45 MPH	10			
Percent > 45 MPH	58.8%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

8/5/2024	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	0	0	0	0	0	0	0	0	0	0	0	1

Percentile	15th	50th	85th	95th
Speed	14	14	14	14
Mean Speed (Average)	7.5			
10 MPH Pace Speed	1-10			
Number in Pace	1			
Percent in Pace	100.0%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

8/6/2024	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1	0	0	0	0	0	0	0	0	0	0	0	0	1

Percentile	15th	50th	85th	95th
Speed	8	8	8	8
Mean Speed (Average)	7.5			
10 MPH Pace Speed	1-10			
Number in Pace	1			
Percent in Pace	100.0%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

City of Weslaco Speed Survey Analysis

N. Westgate (Northbound) Between Sugar Cane & Mile 10th.

Latitude: 26 11' 29.065"
Longitude: -98 0' 26.077"

Sta. # 1

Direction: Northbound

8/7/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	1	2	2	0	0	0	0	3	8
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
8:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
9:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
10:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
11:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
Total	0	0	0	0	0	1	2	2	0	0	0	0	3	8

Percentile	15th	50th	85th	95th
Speed	42	46	88	198
Mean Speed (Average)	88.4			
10 MPH Pace Speed	38-47			
Number in Pace	4			
Percent in Pace	50.0%			
Number > 45 MPH	5			
Percent > 45 MPH	62.5%			

LEGEND	
EXISTING	PAVEMENT

-----	EASEMENT LINE

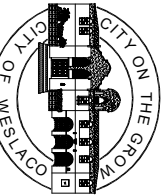
-----	RIGHT OF WAY

-----	CENTER LINE

----- X -----	FENCE LINE
	WATER METER
	FIRE HYDRANT
	UTILITY POLE
	WATER VALVE
----- O -----	SIGN
	WATER METER
	MAILBOX
	WATER METER
	TEXT BOX

[illegible]

DATE: 09/13/2024



ENGINEERING DEPARTMENT
255 S. Kansas Avenue
Westlaco, Tx. 75596
Phone: (956) 973-4002
Fax: (956) 973-3128

255 S. Kansas Avenue
Weslaco, TX. 78596

Phone: (956) 973-340
Fax: (956) 973-3128

Checked By:

A. ALDANA P.E.

DANA P.E.

00/00/2024

**SPEED ZONE STRIP MAP
WESTGATE DR.
SUGAR CANE - MILE 10**

ORDINANCE 2024-28

AN ORDINANCE AMENDING CHAPTER 134 – TRAFFIC, ARTICLE II OPERATION OF VEHICLES, SECTION 134-58 SPEED LIMITS OF THE WESLACO CODE OF ORDINANCE TO ADOPT THE SPEED LIMIT ALONG WESTGATE DR FOR 0.75 MILES BETWEEN COVEY DR AND MILE 10 N RD AS 45 MPH; AND ALONG WESTGATE DR BETWEEN SUGARCANE DR AND COVEY DR FOR 0.25 MILE a SPEED LIMIT OF 30 MPH AND ORDAINING OTHER MATTER SWITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Chapter 134 – Traffic, Article II Operation of Vehicles, Section 134-58 Speed Limits is hereby amended to establish the speed limit along Westgate Dr for 0.75 miles between Covey Dr and Mile 10 N Rd as 45 mph; and along Westgate Dr for 0.25 miles between Sugarcane Dr and Covey Dr a speed limit of 30 MPH. Providing for an effective date; and ordaining other matters with respect to the subject matter, so that after second and final reading the amended Ordinance 200 will read as follows codified as section 27-36 (c).

The maximum speed limit along Westgate Dr for 0.75 miles between Covey Dr and Mile 10 N Rd St is 45 miles per hour. The maximum speed limit along Westgate Dr for 0.25 miles between Sugarcane Dr and Covey Dr is 30 miles per hour.

SECTION II. This ordinance shall become effective upon its second and final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of September 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this _____ day of _____ 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-921	
From: Albert Aldana			
Subject: Ordinance 2024-29 adopting a speed limit change on Westgate Drive between 18th Street and 6th Street and authorize the Mayor to execute any related documents. (First reading held September 17, 2024; 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 Ordinance - First Reading Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 09-17-2024CC_Westgate Dr S Speed Limit, Speed Zone Strip Map (6th St - 18th St), O2024-29 speed zone Westgate Dr between 18th and 6th St, Speed Study Report_ Westgate Dr (6th-18th st.)-1			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

DATE: September 13, 2024

TO: Mayor Adrian Gonzalez, City Commissioners,
& Mr. Garza, City Manager

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

RE: **PROPOSED SPEED LIMIT ORDINANCE 2024-29
SPEED LIMITS ON WESTGATE DR
BETWEEN 18th ST and 6th ST**

This item seeks your approval to adopt the speed limit between 18th St and 6th St as 35 MPH.

Staff has performed a speed study which collected and evaluated speed data for this segment of Westgate Dr and evaluated accident history as well as existing conditions along the roadway.

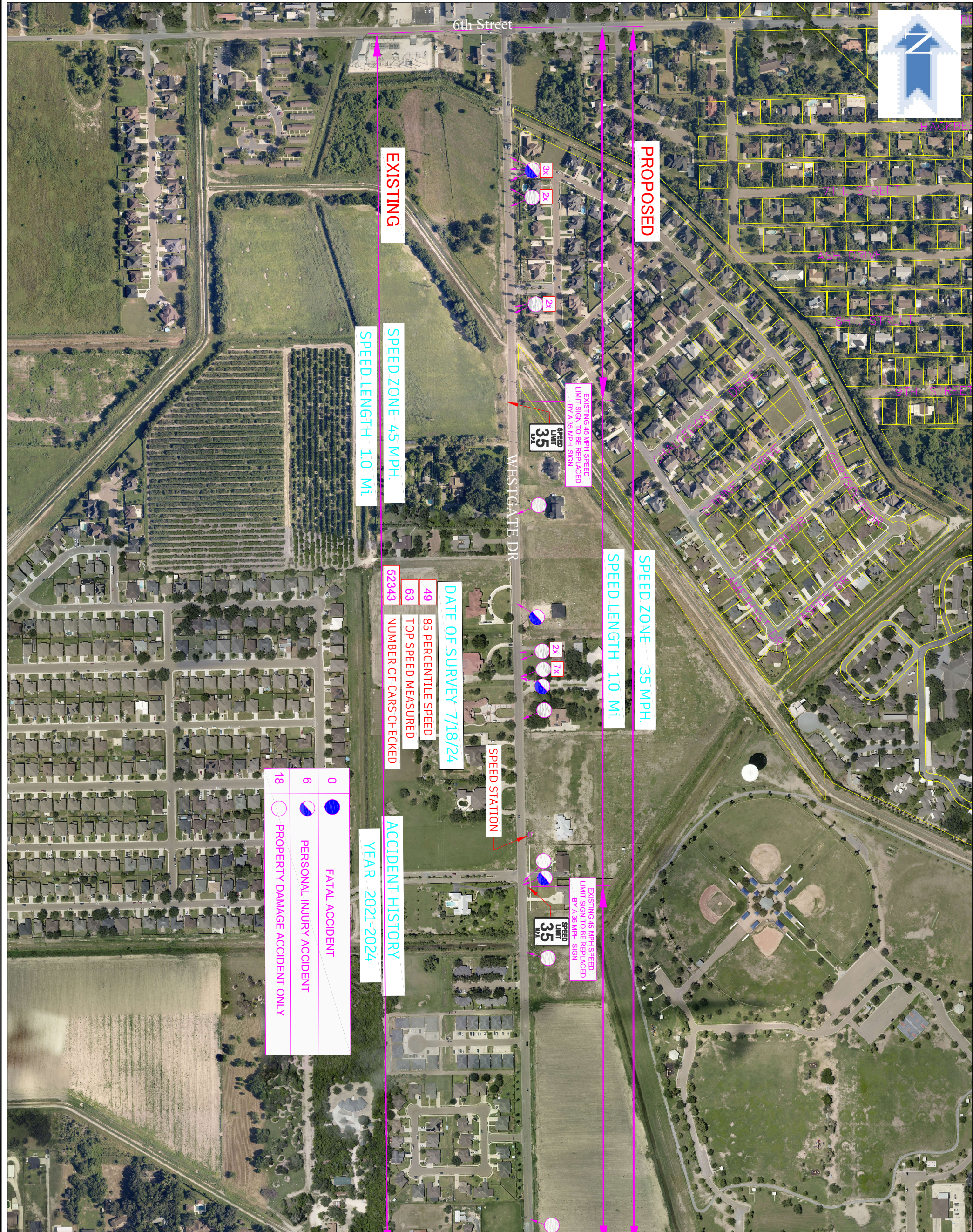
The study findings based on the evaluations of the various factors concluded that the speed between 18th St and 6th St should be set at 35 Miles per hour.

Please see the attached speed limit study report for complete details.

Staff recommends approval of this item.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldana", written over a light blue horizontal line.



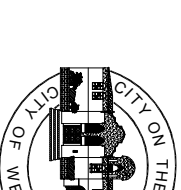
LEGEND

- EXISTING
- PAVEMENT
- EASEMENT LINE
- RIGHT OF WAY
- CENTER LINE
- FENCE LINE
- WATER METER
- FIRE HYDRANT
- UTILITY POLE
- WATER VALVE
- SIGN
- WATER METER
- MAILBOX
- WATER METER
- TEXT BOX

SCALE:
1"=150'

DATE: 09/13/2024

Rev. No.	Description	Chk By:	Date



ENGINEERING DEPARTMENT
205 S. Kansas Avenue
Westgate, TX 75290
Phone: (956) 973-4002
Fax: (956) 973-5150

Design/Drawn By: SAYAR
Approved By: A. ALDANA P.E.
Checked By: A. ALDANA P.E.
Approved Date: 00/00/2024

SPEED ZONE STRIP MAP
WESTGATE DR.
6th St. - 18th St.

Sheet No.:

ORDINANCE 2024-29

AN ORDINANCE AMENDING CHAPTER 134 – TRAFFIC, ARTICLE II OPERATION OF VEHICLES, SECTION 134-58 SPEED LIMITS OF THE WESLACO CODE OF ORDINANCE TO DECREASE THE SPEED LIMIT ALONG WESTGATE DR FOR 1.0 MILES BETWEEN 18TH ST AND 6TH ST TO 35 MPH; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I. Chapter 134 – Traffic, Article II Operation of Vehicles, Section 134-58 Speed Limits is hereby amended to decrease the speed limit along Westgate Dr for 1.0 miles between 18th St and 6th St to 35 mph; Providing for an effective date; and ordaining other matters with respect to the subject matter, so that after second and final reading the amended Ordinance 200 will read as follows codified as section 27-36 (c).

The maximum speed limit along Westgate Dr for 1.0 miles between 18th St and 6th St is 35 miles per hour.

SECTION II. This ordinance shall become effective upon its second and final reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of September 2024.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____ 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

September 13, 2024

Mr. Martin Garza
City Manager
City of Weslaco
Texas 78596

RE: Speed Study Westgate Dr. Between 6th St and 18th St

Dear Mr. Martin Garza,

As requested, our Engineering Department has performed a speed study on Westgate Dr. Between 6th and 18th St. to determine the appropriate speed at this location given the stop condition at the new hike and bike trail crossing near the irrigation canal crossing. This letter report summarizes our speed study methodology, findings, and recommendations. The following is a summary of the key factors considered in our speed study.

Roadway Characteristics

Westgate Dr. between 6th and 18th St. is an arterial roadway that primarily provides connection between local residential roads and collector roads along the study segment. The roadway is approximately 38 feet in width and provides sufficient width for one lane of travel in each direction, a left turn center storage, and a southbound bike lane. According to the existing ordinance the speed limit on the roadway is 45 miles per hour (mph).

Data Collected

A spot speed survey was performed on Westgate Dr. between 6th and 18th St. during the period between July 18th and July 29th of year 2024. The purpose of this speed survey is to collect speed data from the roadway for speed analysis. Traffic recorders provided information about traffic volumes and speeds during this timeframe for Westgate between 6th and 18th St.

85th percentile Speed

The 85th percentile speed is the speed at which 85 percent of drivers travel on a roadway segment. Motorists that travel above the 85th percentile speed are exceeding the safe and reasonable speed for the prevailing roadway conditions. The city of Weslaco uses the 85th percentile speed to determine the appropriate speed limit for roadways and to evaluate the need for other traffic measures such as speed humps. One speed recording station was deployed along Westgate Dr. between 6th St and 18th St.

According to the data collected the following is the 85th percentile speed for Westgate Dr. within the limits of the study, as shown in **Figure 1** below.



Figure 1 – Westgate Dr. Speed Limit Recording Station between 6th and 18th St

Table 1.0 below summarizes the data collected for this speed study.

Westgate Dr Speed Study	85 th Percentile Speed (MPH)	
	Northbound	Southbound
Sta.#1	42	29
AVG	36 MPH	

According to the collected data shown in the table above, the 85th percentile average speed for Westgate Dr. between 6th and 18th St. is 36 MPH. This speed is below the 45-mph maximum speed limit of the roadway. It is noted that the speed data sheets indicate that there were 3,483 motorists who traveled on the roadway between 55-60 mph, and 950 motorists at speed >70 mph. Based on the collected data we can conclude that the speed limit should be maintained within 45 miles per hour (MPH). Speed Data sheets are included in the attached **Appendix**.

Accident History Analysis

Analysis of the accident history for Westgate Dr. between 6th and 18th St. was researched through TxDOT's Crash Records Information System (C.R.I.S.). An accident history query was performed for the years 2021 thru 2023 and 6 months within the year 2024 to determine if an accident pattern arose that indicates a possible problem along the roadway segment. According to the data collected, there have been 24 accidents during the three-year-and-half period. It was found that the predominant contributing factor in this accident was categorized as failure to control speed.

A copy of TxDOT's C.R.I.S. Accident Report is included in the **Appendix**.

Study Findings & Recommendations

After evaluating the speed data, accident, geometry and roadway conditions, the following actions are recommended:

- 1).- Recommended speed limit reduction for this entire section from 45 to 35 miles per hour
- 2).- Recommended speed reduction warning signs in advance at both ends of the section

The recommendations are graphically depicted in the attached speed zone map.

If you have any questions or need additional information, please advise.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pedana", is positioned above the typed name of the City Engineer.

City Engineer
City of Weslaco

c: Mr. Martin Garza, City Manager
Mr. Joel Rivera, Chief of Police
Mr. David Arce, Public Works

Attachments: Speed Data Recorded
Accident History
Speed Zone Map

City of Weslaco Speed Survey Analysis

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/18/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	*	*	*	*	*	*	*	*	*	*	*	*	*	0
1:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
2:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
3:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
4:00	*	*	*	*	*	*	*	*	*	*	*	*	*	0
5:00	0	0	1	1	8	21	35	40	58	37	23	12	8	244
6:00	3	1	2	2	17	27	16	36	54	42	29	13	10	252
7:00	1	2	1	2	13	18	60	59	54	30	17	9	2	268
8:00	1	0	0	3	17	53	65	55	45	22	14	6	2	283
9:00	0	0	0	4	4	21	36	35	39	21	18	3	4	185
10:00	1	0	0	0	5	6	10	21	20	21	11	6	2	103
11:00	0	0	1	0	3	3	10	9	11	11	3	4	4	59
12:00 PM	0	0	0	1	3	3	4	3	8	6	4	3	1	36
1:00	0	0	0	1	2	0	3	4	4	4	3	0	0	21
2:00	0	0	0	0	0	0	0	1	0	2	1	1	1	6
3:00	0	0	0	0	1	1	0	1	0	1	0	1	3	8
4:00	0	0	1	0	1	1	3	1	1	0	3	3	7	21
5:00	0	0	0	1	2	1	4	6	9	10	6	3	3	45
6:00	1	0	0	2	7	2	8	16	26	22	11	16	15	126
7:00	2	0	0	3	9	20	13	33	36	40	27	14	22	219
8:00	2	0	0	2	11	6	23	24	54	40	34	17	14	227
9:00	1	0	1	9	3	13	29	39	35	41	28	26	30	255
10:00	0	0	0	3	10	18	20	29	40	38	21	15	11	205
11:00	0	0	0	3	6	12	21	41	56	40	15	16	14	224
Total	12	3	7	37	122	226	360	453	550	428	268	168	153	2787

Percentile	15th	50th	85th	95th
Speed	40	51	63	71
Mean Speed (Average)	56.4			
10 MPH Pace Speed	45-54			
Number in Pace	999			
Percent in Pace	35.8%			
Number > 45 MPH	2020			
Percent > 45 MPH	72.5%			

City of Weslaco Speed Survey Analysis

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/19/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	0	0	2	11	21	26	39	49	39	36	18	8	250
1:00	0	0	0	5	13	14	22	42	50	43	26	13	12	240
2:00	0	0	2	4	10	13	19	47	65	48	27	8	10	253
3:00	0	0	0	9	7	21	26	45	35	37	34	19	7	240
4:00	1	0	2	4	11	28	41	57	43	40	20	6	11	264
5:00	0	0	0	1	8	15	25	44	51	42	32	12	10	240
6:00	3	0	1	9	13	9	25	45	52	46	26	11	11	251
7:00	2	1	0	2	13	18	24	32	50	34	25	15	8	224
8:00	1	0	0	6	9	32	29	38	51	25	20	3	4	218
9:00	1	0	2	5	10	23	31	39	34	29	9	4	6	193
10:00	0	0	0	2	7	8	12	36	20	18	11	10	4	128
11:00	0	0	0	2	3	6	15	27	15	17	10	4	1	100
12:00 PM	0	0	0	3	2	4	3	8	10	9	7	2	3	51
1:00	0	0	0	1	2	1	3	3	4	4	2	0	3	23
2:00	0	0	0	0	0	1	4	2	2	2	0	0	2	13
3:00	0	0	0	1	1	1	1	3	1	2	2	1	0	13
4:00	0	0	0	1	1	2	2	2	0	0	3	3	2	16
5:00	0	0	0	0	1	1	2	3	4	7	1	3	5	27
6:00	0	0	0	1	3	5	7	9	10	14	7	5	8	69
7:00	1	0	0	1	6	5	7	21	12	18	16	11	14	112
8:00	2	0	0	1	14	24	14	25	35	36	22	22	16	211
9:00	3	0	1	3	13	16	23	33	48	42	32	16	11	241
10:00	0	1	2	6	11	25	24	30	58	44	22	23	9	255
11:00	0	0	1	1	20	29	44	74	78	52	20	8	7	334
Total	15	2	11	70	189	322	429	704	777	648	410	217	172	3966

Percentile	15th	50th	85th	95th
Speed	40	51	62	69
Mean Speed (Average)	55.2			
10 MPH Pace Speed	45-54			
Number in Pace	1474			
Percent in Pace	37.2%			
Number > 45 MPH	2928			
Percent > 45 MPH	73.8%			

City of Weslaco Speed Survey Analysis

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/20/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	2	1	0	1	9	18	34	60	60	43	28	11	15	282
1:00	1	0	1	7	15	39	58	61	63	30	26	19	14	334
2:00	0	0	2	4	12	12	28	56	71	49	29	15	13	291
3:00	0	0	1	4	15	18	29	40	48	52	18	18	6	249
4:00	0	0	0	4	11	11	29	34	54	42	27	11	4	227
5:00	0	0	1	1	11	12	16	31	42	42	26	13	10	205
6:00	1	0	0	2	16	8	20	29	44	42	31	15	9	217
7:00	3	0	2	4	13	7	20	24	44	43	32	15	11	218
8:00	0	0	1	10	12	22	33	39	30	25	13	10	4	199
9:00	0	0	0	6	22	30	44	31	41	13	8	11	2	208
10:00	0	0	0	0	8	9	18	40	21	16	13	3	9	137
11:00	0	0	0	0	2	6	9	20	13	17	14	7	4	92
12:00 PM	0	0	0	2	2	2	5	8	14	6	4	5	5	53
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2:00	0	0	0	2	0	0	2	2	1	4	2	2	4	19
3:00	0	0	0	1	0	0	1	0	2	2	0	0	2	8
4:00	0	0	0	0	2	3	3	2	4	3	3	2	0	22
5:00	0	0	0	1	0	0	2	1	6	3	3	1	3	20
6:00	0	0	0	3	3	0	2	2	2	5	6	2	10	35
7:00	0	0	0	1	8	7	8	9	17	18	14	1	4	87
8:00	2	0	0	4	11	9	12	20	21	13	18	14	8	132
9:00	0	0	0	1	15	7	18	26	36	53	32	15	13	216
10:00	0	2	1	4	10	9	14	34	38	39	20	21	14	206
11:00	1	0	0	4	14	10	12	34	48	43	17	18	9	210
Total	10	3	9	66	212	242	421	608	723	607	389	231	174	3695

Percentile	15th	50th	85th	95th
Speed	40	52	63	70
Mean Speed (Average)	55.8			
10 MPH Pace Speed	46-55			
Number in Pace	1331			
Percent in Pace	36.0%			
Number > 45 MPH	2732			
Percent > 45 MPH	73.9%			

City of Weslaco Speed Survey Analysis

4

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/21/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	0	3	12	22	18	50	35	45	34	10	12	241
1:00	0	0	0	2	10	17	21	38	51	37	37	8	11	232
2:00	1	0	0	8	15	17	27	36	30	44	20	12	15	225
3:00	0	0	2	4	14	21	19	28	43	37	14	21	18	221
4:00	1	0	1	1	7	11	17	42	56	39	27	17	9	228
5:00	1	0	1	4	8	8	28	52	45	39	17	11	9	223
6:00	1	0	1	6	7	14	18	38	53	33	14	14	13	212
7:00	2	0	0	5	16	10	24	44	40	27	21	14	5	208
8:00	0	0	0	3	12	20	37	45	46	25	19	7	8	222
9:00	0	0	1	3	12	18	28	38	42	25	8	7	3	185
10:00	0	0	0	3	4	8	15	22	22	17	6	4	3	104
11:00	0	0	0	1	5	2	15	10	12	6	6	3	0	60
12:00 PM	0	0	0	1	3	4	3	7	3	7	2	5	1	36
1:00	0	0	0	0	2	2	1	8	6	2	1	1	1	24
2:00	0	0	0	0	1	4	1	1	2	1	1	1	1	13
3:00	0	0	0	0	0	0	1	3	4	2	1	2	0	13
4:00	0	0	0	2	0	1	1	4	3	2	1	1	4	19
5:00	0	0	0	5	4	1	4	8	6	9	5	1	9	52
6:00	1	0	0	4	4	4	18	19	25	27	22	13	8	145
7:00	1	0	0	2	13	18	33	28	49	50	29	10	16	249
8:00	1	1	0	1	9	11	29	29	46	42	24	26	11	230
9:00	1	0	0	3	12	15	20	36	33	45	22	21	8	216
10:00	1	0	1	5	9	7	19	38	37	33	23	23	13	209
11:00	0	0	0	5	7	9	27	29	59	51	24	10	4	225
Total	11	1	7	71	186	244	424	653	748	645	378	242	182	3792

Percentile	15th	50th	85th	95th
Speed	41	52	63	70
Mean Speed (Average)	56.1			
10 MPH Pace Speed	46-55			
Number in Pace	1400			
Percent in Pace	36.9%			
Number > 45 MPH	2848			
Percent > 45 MPH	75.1%			

City of Weslaco Speed Survey Analysis

5

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/22/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	0	0	2	12	14	36	52	48	31	28	12	9	245
1:00	0	0	1	3	15	21	34	43	43	35	24	21	10	250
2:00	1	0	2	1	8	16	27	43	38	30	24	6	3	199
3:00	2	1	2	2	10	10	17	37	42	45	24	18	10	220
4:00	1	0	1	1	11	11	25	48	42	29	23	10	8	210
5:00	1	0	0	5	10	22	19	48	57	26	24	12	5	229
6:00	1	0	1	6	13	16	24	51	43	35	18	11	7	226
7:00	4	0	2	3	10	22	24	45	44	39	18	10	4	225
8:00	0	0	1	5	15	21	57	36	31	24	6	5	6	207
9:00	0	0	1	3	13	21	37	24	38	20	5	3	2	167
10:00	1	0	3	0	1	11	16	18	21	12	8	6	5	102
11:00	0	1	0	1	1	1	7	9	13	5	2	0	2	42
12:00 PM	0	0	0	1	2	1	3	3	7	3	1	0	3	24
1:00	0	0	0	0	2	1	2	2	1	0	1	0	1	10
2:00	0	0	0	1	1	0	1	1	3	4	0	1	0	12
3:00	0	0	0	0	0	0	1	2	2	1	0	1	0	7
4:00	0	0	0	1	0	1	1	0	6	4	6	0	4	23
5:00	0	0	0	3	2	1	5	6	6	7	8	5	5	48
6:00	0	0	1	3	5	5	15	18	30	32	18	12	10	149
7:00	0	0	0	3	9	15	27	39	45	40	33	14	17	242
8:00	0	0	0	5	7	14	23	46	45	38	26	16	7	227
9:00	0	0	2	6	10	12	22	31	41	37	30	12	14	217
10:00	0	0	2	2	11	21	21	28	42	38	33	16	13	227
11:00	1	0	0	4	15	17	28	39	39	40	28	9	7	227
Total	13	2	19	61	183	274	472	669	727	575	388	200	152	3735

Percentile	15th	50th	85th	95th
Speed	40	51	62	69
Mean Speed (Average)	54.7			
10 MPH Pace Speed	45-54			
Number in Pace	1391			
Percent in Pace	37.2%			
Number > 45 MPH	2711			
Percent > 45 MPH	72.6%			

City of Weslaco Speed Survey Analysis

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/23/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	0	0	1	3	4	15	33	53	63	44	20	8	3	247
1:00	1	0	4	1	10	13	31	57	59	35	17	7	8	243
2:00	3	0	2	7	13	17	23	37	51	36	19	11	3	222
3:00	1	0	1	1	18	19	33	47	38	39	15	9	10	231
4:00	3	1	6	3	22	16	27	40	55	29	15	14	4	235
5:00	2	0	2	3	11	26	35	51	43	38	28	10	4	253
6:00	2	0	0	2	6	21	16	56	53	44	29	18	13	260
7:00	4	0	0	6	11	13	28	42	50	41	29	13	5	242
8:00	2	0	0	9	32	50	50	67	46	18	12	6	1	293
9:00	1	0	0	0	14	29	39	48	34	12	13	2	3	195
10:00	0	0	0	2	5	11	21	19	14	12	8	4	1	97
11:00	1	0	0	0	2	9	11	14	8	4	4	3	4	60
12:00 PM	0	0	0	0	1	5	6	9	9	8	1	1	3	43
1:00	0	0	1	1	1	2	3	7	4	4	2	1	2	28
2:00	0	0	0	0	0	1	2	2	2	3	0	0	0	10
3:00	0	0	0	0	0	0	4	1	2	2	2	1	0	12
4:00	0	0	0	0	1	0	1	1	6	3	3	2	2	19
5:00	0	0	0	3	2	1	13	3	8	8	6	1	2	47
6:00	0	0	0	2	5	15	12	23	19	24	12	7	8	127
7:00	1	0	0	2	11	19	25	42	53	41	26	9	9	238
8:00	0	0	0	4	15	33	25	34	29	37	20	9	10	216
9:00	0	0	3	9	29	20	41	54	33	27	11	5	5	237
10:00	0	0	1	5	12	17	27	44	35	32	15	3	7	198
11:00	0	0	1	6	14	21	24	54	37	24	20	8	3	212
Total	21	1	22	69	239	373	530	805	751	565	327	152	110	3965

Percentile	15th	50th	85th	95th
Speed	38	49	60	67
Mean Speed (Average)	51.9			
10 MPH Pace Speed	45-54			
Number in Pace	1552			
Percent in Pace	39.1%			
Number > 45 MPH	2710			
Percent > 45 MPH	68.3%			

7

Between 6th & 18th St.

Sta. # 1

7/24/2024	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	5	5	29	79	42	18	13	2	4	2	3	0	0	202
1:00	1	19	32	6	0	0	0	0	0	0	0	0	0	58
2:00	1	0	6	19	20	9	0	0	0	0	0	0	0	55
3:00	0	0	2	13	23	11	3	0	0	0	0	0	0	52
4:00	0	0	3	5	5	6	0	0	0	0	0	0	0	19
5:00	0	0	0	2	0	0	0	0	0	0	0	0	0	2
6:00	0	0	0	1	0	0	0	0	0	0	0	0	0	1
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	2	0	0	0	0	0	0	0	0	0	2
8:00	0	5	10	2	0	0	0	0	0	0	0	0	0	17
9:00	1	5	17	0	0	0	0	0	0	0	0	0	0	23
10:00	1	14	19	1	0	0	0	0	0	0	0	0	0	35
11:00	3	23	27	1	0	0	0	0	0	0	0	0	0	54
Total	13	71	146	131	90	44	16	2	4	2	3	0	0	522

Percentile	15th	50th	85th	95th
Speed	20	26	34	40
Mean Speed (Average)	27.0			
10 MPH Pace Speed	20-29			
Number in Pace	276			
Percent in Pace	52.9%			
Number > 45 MPH	11			
Percent > 45 MPH	2.1%			

City of Weslaco Speed Survey Analysis

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/25/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	3	23	65	4	0	0	0	0	0	0	0	0	0	95
1:00	1	46	39	0	0	0	0	0	0	0	0	0	0	86
2:00	8	77	47	1	0	0	0	0	0	0	0	0	0	133
3:00	0	32	45	0	0	0	0	0	0	0	0	0	0	77
4:00	1	57	57	0	0	0	0	0	0	0	0	0	0	115
5:00	1	25	53	2	0	0	0	0	0	0	0	0	0	81
6:00	0	11	35	3	0	0	0	0	0	0	0	0	0	49
7:00	2	17	40	2	0	0	0	0	0	0	0	0	0	61
8:00	0	21	43	2	0	0	0	0	0	0	0	0	0	66
9:00	2	9	25	2	0	0	0	0	0	0	0	0	0	38
10:00	0	3	9	0	0	0	0	0	0	0	0	0	0	12
11:00	0	0	5	1	0	0	0	0	0	0	0	0	0	6
12:00 PM	0	0	2	2	0	0	0	0	0	0	0	0	0	4
1:00	0	1	1	0	0	0	0	0	0	0	0	0	0	2
2:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	1	2	3	0	0	0	0	0	0	0	0	0	6
6:00	0	1	2	3	0	0	0	0	0	0	0	0	0	6
7:00	1	3	17	3	0	0	0	0	0	0	0	0	0	24
8:00	1	16	43	4	0	0	0	0	0	0	0	0	0	64
9:00	4	26	34	2	0	0	0	0	0	0	0	0	0	66
10:00	2	16	49	3	0	0	0	0	0	0	0	0	0	70
11:00	0	30	45	1	0	0	0	0	0	0	0	0	0	76
Total	26	415	659	38	0	0	0	0	0	0	0	0	0	1138

Percentile	15th	50th	85th	95th
Speed	18	21	23	25
Mean Speed (Average)	20.5			
10 MPH Pace Speed	15-24			
Number in Pace	1061			
Percent in Pace	93.2%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

9

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Direction: Northbound

7/26/2024	0 - 15	> 15 - 20	> 20 - 25	> 25 - 30	> 30 - 35	> 35 - 40	> 40 - 45	> 45 - 50	> 50 - 55	> 55 - 60	> 60 - 65	> 65 - 70	> 70	Total
Time	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	MPH	
12:00 AM	4	36	46	1	0	0	0	0	0	0	0	0	0	87
1:00	5	33	44	0	0	0	0	0	0	0	0	0	0	82
2:00	66	74	1	0	0	0	0	0	0	0	0	0	0	141
3:00	34	35	0	0	0	0	0	0	0	0	0	0	0	69
4:00	11	20	0	0	0	0	0	0	0	0	0	0	0	31
5:00	14	42	3	0	0	0	0	0	0	0	0	0	0	59
6:00	31	121	10	0	0	0	0	0	0	0	0	0	0	162
7:00	43	101	21	0	0	0	0	0	0	0	0	0	0	165
8:00	44	77	6	1	0	0	0	0	0	0	0	0	0	128
9:00	22	77	8	0	0	0	0	0	0	0	0	0	0	107
10:00	17	62	11	0	0	0	0	0	0	0	0	0	0	90
11:00	7	45	8	0	0	0	0	0	0	0	0	0	0	60
12:00 PM	2	24	5	0	0	0	0	0	0	0	0	0	0	31
1:00	6	13	7	0	0	0	0	0	0	0	0	0	0	26
2:00	3	10	4	0	0	0	0	0	0	0	0	0	0	17
3:00	1	4	4	0	0	0	0	0	0	0	0	0	0	9
4:00	2	8	2	1	0	0	0	0	0	0	0	0	0	13
5:00	1	17	3	0	0	0	0	0	0	0	0	0	0	21
6:00	4	35	13	1	0	0	0	0	0	0	0	0	0	53
7:00	17	66	13	1	0	0	0	0	0	0	0	0	0	97
8:00	44	108	11	1	0	0	0	0	0	0	0	0	0	164
9:00	78	94	9	0	0	0	0	0	0	0	0	0	0	181
10:00	80	95	7	0	0	0	0	0	0	0	0	0	0	182
11:00	94	115	5	0	0	0	0	0	0	0	0	0	0	214
Total	630	1312	241	6	0	0	0	0	0	0	0	0	0	2189
Percentile				15th	50th	85th	95th							
Speed				14	16	19	21							
Mean Speed (Average)				15.2										
10 MPH Pace Speed				15-24										
Number in Pace				1552										
Percent in Pace				70.9%										
Number > 45 MPH				0										
Percent > 45 MPH				0.0%										

City of Weslaco Speed Survey Analysis

10

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/27/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	124	99	2	0	0	0	0	0	0	0	0	0	0	225
1:00	118	70	1	0	0	0	0	0	0	0	0	0	0	189
2:00	117	99	0	0	0	0	0	0	0	0	0	0	0	216
3:00	84	114	3	0	0	0	0	0	0	0	0	0	0	201
4:00	75	113	5	0	0	0	0	0	0	0	0	0	0	193
5:00	91	114	2	0	0	0	0	0	0	0	0	0	0	207
6:00	89	97	6	0	0	0	0	0	0	0	0	0	0	192
7:00	97	99	2	0	0	0	0	0	0	0	0	0	0	198
8:00	70	86	11	0	0	0	0	0	0	0	0	0	0	167
9:00	72	68	3	1	0	0	0	0	0	0	0	0	0	144
10:00	47	82	7	0	0	0	0	0	0	0	0	0	0	136
11:00	18	40	4	0	0	0	0	0	0	0	0	0	0	62
12:00 PM	6	27	2	0	0	0	0	0	0	0	0	0	0	35
1:00	5	5	5	0	0	0	0	0	0	0	0	0	0	15
2:00	1	9	3	1	0	0	0	0	0	0	0	0	0	14
3:00	3	10	1	1	0	0	0	0	0	0	0	0	0	15
4:00	2	6	1	0	0	0	0	0	0	0	0	0	0	9
5:00	2	5	5	0	0	0	0	0	0	0	0	0	0	12
6:00	6	25	7	0	0	0	0	0	0	0	0	0	0	38
7:00	16	41	10	2	0	0	0	0	0	0	0	0	0	69
8:00	43	62	11	0	0	0	0	0	0	0	0	0	0	116
9:00	65	115	8	0	0	0	0	0	0	0	0	0	0	188
10:00	68	80	3	0	0	0	0	0	0	0	0	0	0	151
11:00	97	100	2	0	0	0	0	0	0	0	0	0	0	199
Total	1316	1566	104	5	0	0	0	0	0	0	0	0	0	2991

Percentile	15th	50th	85th	95th
Speed	13	15	18	20
Mean Speed (Average)	13.3			
10 MPH Pace Speed	10-19			
Number in Pace	1979			
Percent in Pace	66.2%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

City of Weslaco Speed Survey Analysis

S.Westgate (Northbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Northbound

7/28/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	128	79	2	0	0	0	0	0	0	0	0	0	0	209
1:00	119	77	2	0	0	0	0	0	0	0	0	0	0	198
2:00	127	83	1	0	0	0	0	0	0	0	0	0	0	211
3:00	116	91	2	0	0	0	0	0	0	0	0	0	0	209
4:00	130	95	5	0	0	0	0	0	0	0	0	0	0	230
5:00	127	72	5	0	0	0	0	0	0	0	0	0	0	204
6:00	69	88	3	0	0	0	0	0	0	0	0	0	0	160
7:00	74	93	4	1	0	0	0	0	0	0	0	0	0	172
8:00	75	97	4	0	0	0	0	0	0	0	0	0	0	176
9:00	80	73	4	0	0	0	0	0	0	0	0	0	0	157
10:00	41	53	3	0	0	0	0	0	0	0	0	0	0	97
11:00	22	30	2	0	0	0	0	0	0	0	0	0	0	54
12:00 PM	7	25	4	0	0	0	0	0	0	0	0	0	0	36
1:00	4	4	1	0	0	0	0	0	0	0	0	0	0	9
2:00	5	5	1	0	0	0	0	0	0	0	0	0	0	11
3:00	1	9	1	0	0	0	0	0	0	0	0	0	0	11
4:00	4	17	3	1	0	0	0	0	0	0	0	0	0	25
5:00	4	35	9	0	0	0	0	0	0	0	0	0	0	48
6:00	24	84	9	1	0	0	0	0	0	0	0	0	0	118
7:00	73	134	14	0	0	0	0	0	0	0	0	0	0	221
8:00	87	102	10	0	0	0	0	0	0	0	0	0	0	199
9:00	86	98	3	0	0	0	0	0	0	0	0	0	0	187
10:00	114	91	4	1	0	0	0	0	0	0	0	0	0	210
11:00	83	100	8	1	0	0	0	0	0	0	0	0	0	192
Total	1600	1635	104	5	0	0	0	0	0	0	0	0	0	3344

Percentile	15th	50th	85th	95th
Speed	13	15	17	19
Mean Speed (Average)	12.9			
10 MPH Pace Speed	10-19			
Number in Pace	2143			
Percent in Pace	64.1%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

Percentile	15th	50th	85th	95th
Speed	13	15	18	20
Mean Speed (Average)	13.2			
10 MPH Pace Speed	10-19			
Number in Pace	2169			
Percent in Pace	64.7%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

City of Weslaco Speed Survey Analysis

4

S.Westgate (Southbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Southbound

7/21/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	1	39	72	99	15	0	0	0	0	0	0	0	227
1:00	1	0	33	92	79	22	0	1	0	0	0	0	0	228
2:00	0	3	37	78	89	18	1	0	0	0	0	0	0	226
3:00	1	4	26	98	86	25	0	1	0	0	0	0	0	241
4:00	0	1	32	83	76	17	1	1	0	0	0	0	0	211
5:00	1	1	30	99	123	12	0	0	0	0	0	0	0	266
6:00	3	0	35	100	98	14	1	1	0	0	0	0	0	252
7:00	2	7	46	104	86	13	0	0	0	0	0	0	0	258
8:00	0	1	46	104	79	3	0	1	0	0	0	0	0	234
9:00	1	0	29	83	52	9	0	0	0	0	0	0	0	174
10:00	0	5	18	64	61	9	0	0	0	0	0	0	0	157
11:00	1	0	13	23	33	12	1	0	0	0	0	0	0	83
12:00 PM	0	0	6	17	20	0	0	0	0	0	0	0	0	43
1:00	0	0	6	6	17	1	0	0	0	0	0	0	0	30
2:00	0	0	1	8	6	1	0	0	0	0	0	0	0	16
3:00	0	0	1	3	2	0	0	0	0	0	0	0	0	6
4:00	0	0	0	5	5	3	1	0	0	0	0	0	0	14
5:00	0	0	1	6	15	4	0	0	0	0	0	0	0	26
6:00	0	0	7	29	26	9	1	0	0	0	0	0	0	72
7:00	0	1	11	48	48	5	0	1	0	0	0	0	0	114
8:00	0	0	13	50	60	12	2	0	0	0	0	0	0	137
9:00	0	0	16	45	64	10	0	1	0	0	0	0	0	136
10:00	3	2	16	66	74	8	0	0	0	0	0	0	0	169
11:00	2	2	26	70	77	15	0	0	0	0	0	0	0	192
Total	16	28	488	1353	1375	237	8	7	0	0	0	0	0	3512

Percentile	15th	50th	85th	95th
Speed	25	30	33	36
Mean Speed (Average)	29.4			
10 MPH Pace Speed	25-34			
Number in Pace	2710			
Percent in Pace	77.2%			
Number > 45 MPH	7			
Percent > 45 MPH	0.2%			

City of Weslaco Speed Survey Analysis

6

S.Westgate (Southbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Southbound

7/23/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	0	23	109	99	12	0	0	0	0	0	0	0	244
1:00	1	0	25	96	87	10	0	0	0	0	0	0	0	219
2:00	0	4	34	79	94	14	0	1	0	0	0	0	0	226
3:00	1	3	30	84	104	10	2	0	0	0	0	0	0	234
4:00	2	6	45	110	118	14	1	1	0	0	0	0	0	297
5:00	0	0	42	150	128	18	0	0	0	0	0	0	0	338
6:00	1	1	50	139	135	11	0	0	0	0	0	0	0	337
7:00	3	0	29	129	121	14	1	0	0	0	0	0	0	297
8:00	4	5	63	122	68	5	0	0	0	0	0	0	0	267
9:00	7	3	57	91	60	5	0	0	0	0	0	0	0	223
10:00	0	8	27	54	55	3	0	0	0	0	0	0	0	147
11:00	0	0	15	32	24	3	0	1	1	0	0	0	0	76
12:00 PM	0	0	7	20	26	1	0	0	0	0	0	0	0	54
1:00	0	0	3	9	9	5	0	0	1	0	0	0	0	27
2:00	0	0	1	9	9	2	0	0	0	0	0	0	0	21
3:00	0	0	2	3	2	2	1	0	0	0	0	0	0	10
4:00	0	0	1	5	5	2	0	0	0	0	0	0	0	13
5:00	0	0	1	5	8	5	0	1	0	0	0	0	0	20
6:00	0	2	7	29	14	7	0	0	0	0	0	0	0	59
7:00	0	0	9	48	50	12	0	0	0	0	0	0	0	119
8:00	1	2	9	61	42	5	1	0	0	0	0	0	0	121
9:00	1	11	20	71	44	8	0	1	0	0	0	0	0	156
10:00	3	3	34	63	62	11	0	0	0	0	0	0	0	176
11:00	0	0	38	73	66	6	1	0	0	0	0	0	0	184
Total	25	48	572	1591	1430	185	7	5	2	0	0	0	0	3865

Percentile	15th	50th	85th	95th
Speed	25	29	33	35
Mean Speed (Average)	29.0			
10 MPH Pace Speed	25-34			
Number in Pace	3004			
Percent in Pace	77.7%			
Number > 45 MPH	7			
Percent > 45 MPH	0.2%			

7

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Direction: Southbound

Percentile	15th	50th	85th	95th
Speed	30	39	53	62
Mean Speed (Average)	42.4			
10 MPH Pace Speed	30-39			
Number in Pace	66			
Percent in Pace	38.6%			
Number > 45 MPH	58			
Percent > 45 MPH	33.9%			

City of Weslaco Speed Survey Analysis

S.Westgate (Southbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Southbound

7/25/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	1	0	0	0	0	0	0	0	0	0	0	0	2
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
4:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
10:00	0	1	0	1	0	0	0	0	0	0	0	0	0	2
11:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
Total	2	4	3	1	0	0	0	0	0	0	0	0	0	10

Percentile	15th	50th	85th	95th
Speed	14	18	24	25
Mean Speed (Average)	18.0			
10 MPH Pace Speed	15-24			
Number in Pace	7			
Percent in Pace	70.0%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

9

Between 6th & 18th St.

Sta. # 1

[illegible]

Percentile	15th	50th	85th	95th
Speed	13	18	20	21
Mean Speed (Average)	15.7			
10 MPH Pace Speed	13-22			
Number in Pace	18			
Percent in Pace	75.0%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

City of Weslaco Speed Survey Analysis

10

S.Westgate (Southbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Southbound

7/27/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	1	0	0	0	0	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	1	2	0	0	0	0	0	0	0	0	0	0	0	3
3:00	2	1	0	0	0	0	0	0	0	0	0	0	0	3
4:00	1	0	0	0	0	0	0	0	0	0	0	0	0	1
5:00	3	1	0	0	0	0	0	0	0	0	0	0	0	4
6:00	1	2	2	0	0	0	0	0	0	0	0	0	0	5
7:00	3	0	0	0	0	0	0	0	0	0	0	0	0	3
8:00	2	1	0	0	0	0	0	0	0	0	0	0	0	3
9:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
10:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	1
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	0	2	0	0	0	0	0	0	0	0	0	0	0	2
9:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
10:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11:00	1	1	0	0	0	0	0	0	0	0	0	0	1	3
Total	16	14	2	0	0	0	0	0	0	0	0	0	1	33

Percentile	15th	50th	85th	95th
Speed	12	16	19	20
Mean Speed (Average)	17.4			
10 MPH Pace Speed	10-19			
Number in Pace	19			
Percent in Pace	57.6%			
Number > 45 MPH	1			
Percent > 45 MPH	3.0%			

City of Weslaco Speed Survey Analysis

S.Westgate (Southbound)

Between 6th & 18th St.

Latitude: 26 8' 44.128"
Longitude: -98 0' 23.089"

Sta. # 1

Direction: Southbound

7/28/2024 Time	0 - 15 MPH	> 15 - 20 MPH	> 20 - 25 MPH	> 25 - 30 MPH	> 30 - 35 MPH	> 35 - 40 MPH	> 40 - 45 MPH	> 45 - 50 MPH	> 50 - 55 MPH	> 55 - 60 MPH	> 60 - 65 MPH	> 65 - 70 MPH	> 70 MPH	Total
12:00 AM	2	3	0	0	0	0	0	0	0	0	0	0	0	5
1:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	2	2	0	0	0	0	0	0	0	0	0	0	0	4
4:00	2	1	0	0	0	0	0	0	0	0	0	0	0	3
5:00	3	2	0	0	0	0	0	0	0	0	0	0	0	5
6:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
7:00	1	1	0	0	0	0	0	0	0	0	0	0	0	2
8:00	0	1	0	0	0	0	0	0	0	0	0	0	0	1
9:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10:00	0	0	1	0	0	0	0	0	0	0	0	0	0	1
11:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8:00	1	0	1	0	0	0	0	0	0	0	0	0	0	2
9:00	2	1	1	0	0	0	0	0	0	0	0	0	0	4
10:00	3	1	0	0	0	0	0	0	0	0	0	0	0	4
11:00	1	1	1	0	0	0	0	0	0	0	0	0	0	3
Total	18	15	4	0	0	0	0	0	0	0	0	0	0	37

Percentile	15th	50th	85th	95th
Speed	12	15	19	20
Mean Speed (Average)	13.2			
10 MPH Pace Speed	10-19			
Number in Pace	21			
Percent in Pace	56.8%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

Percentile	15th	50th	85th	95th
Speed	13	15	19	21
Mean Speed (Average)	13.2			
10 MPH Pace Speed	10-19			
Number in Pace	18			
Percent in Pace	60.0%			
Number > 45 MPH	0			
Percent > 45 MPH	0.0%			

[Home](#) / [Query Builder](#)

Query Builder

Build your query using the steps below. You can [View Results](#) when all conditions shown below are satisfied.

Select Query Type

What type of Query would you like to build?

- ☒ I want to find all Crashes that meet a certain set of criteria
- ☐ I want to find Units (ex. Vehicles, Bicycles) that were involved in crashes that meet a certain set of criteria
- ☐ I want to find Persons that were involved in crashes that meet a certain set of criteria

Select Crash Date and Time

When did the crashes occur that you would like to find?

- ☐ Select crashes from a specific year
- ☒ Select crashes from a range of years
- ☐ Select crashes from a specific date and time range

Begin Year

x ▼

End Year

x ▼

Select Crash Location

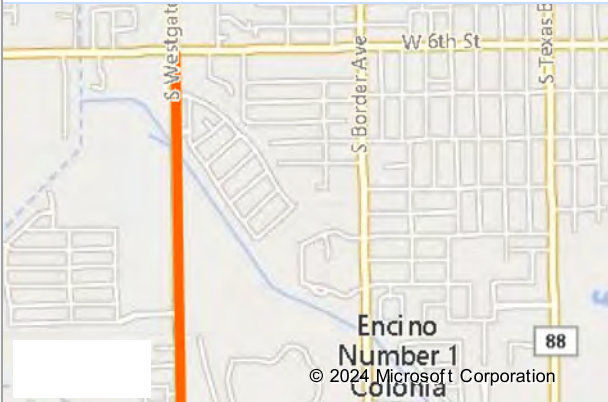
Where did the crashes occur that you would like to find?

- ☐ Define search by entering **one or more** of the most common location fields
- ☐ Define more complex search area using Filter Builder
- ☒ Define search area using interactive map

☐ Search All of Texas

Currently Selected Search Area

[Edit Search Area](#)



Defined Search Coordinates

Latitude: 26.141,
Longitude -98.006

Latitude: 26.155,
Longitude -98.007

Latitude: 26.155,
Longitude -98.007

Create Additional Filters

Filters can be defined using the various attributes associated with a crash, the units involved in the crash, and the persons involved in the crash. Any crash that meets all of the conditions of your filters will be returned in your Query.

Current Filters

[Add](#)

You haven't created any Filters yet.

Choose From TxDOT-Authored Filters

TxDOT has authored a set of Filters that you can use to narrow down the results of your Query. Check the box below to apply the Filter to your Query alongside the Filters that you have created.

Filters Authored by TxDOT

☐ Intersection Related Crashes

[More Information](#)

☐ Work Zone Crashes

[More Information](#)

☐ Alcohol Involved Crashes	More Information
☐ Distracted Driving Crashes	More Information
☐ Driving Under the Influence of Alcohol	More Information
☐ Motorcycle Related Crashes	More Information
☐ Speed Related Crashes	More Information
☐ Cell Phone Use Involved Crashes	More Information
☐ Distracted Driving Vehicles	More Information
☐ Counts of Motorcycles	More Information
☐ Motorcyclists	More Information
☐ Driving Under the Influence of Alcohol or Drugs	More Information
☐ Driving Under the Influence of Drugs	More Information
☐ Driving While Intoxicated	More Information
☐ Drug Involved Crashes	More Information

[Switch To Wizard View](#)

[View Results](#)

[Save](#)

[Start Over](#)

Results can be viewed when:

- Date and Time has been specified ✓
- Crash Location has been specified ✓
- Match Count is between 1 and 50,000 Crashes ✓

24
Crashes
Match your Query

[Home](#) / [Query Builder](#)

Query Builder

Build your query using the steps below. You can [View Results](#) when all conditions shown below are satisfied.

Select Query Type

What type of Query would you like to build?

- ☒ I want to find all Crashes that meet a certain set of criteria
- ☐ I want to find Units (ex. Vehicles, Bicycles) that were involved in crashes that meet a certain set of criteria
- ☐ I want to find Persons that were involved in crashes that meet a certain set of criteria

Select Crash Date and Time

When did the crashes occur that you would like to find?

- ☐ Select crashes from a specific year
- ☐ Select crashes from a range of years
- ☒ Select crashes from a specific date and time range

Begin Date



► Use MM/DD/YYYY format such as
09/01/2020 for September 1, 2020

Begin Time

► Use HHMM format. For
example, 2215 for 10:15 PM

End Date



► Use MM/DD/YYYY format such as
09/01/2020 for September 1, 2020

End Time

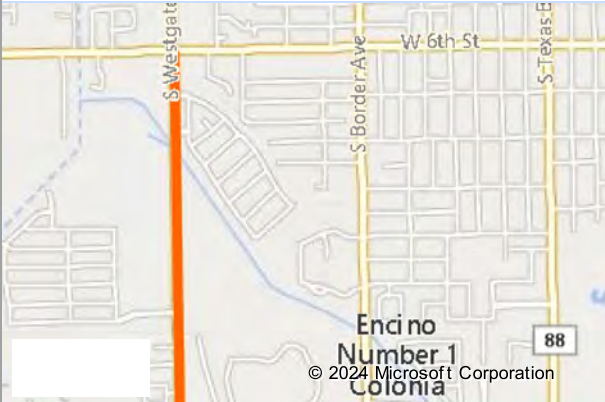
► Use HHMM format. For
example, 2215 for 10:15 PM

Select Crash Location

Where did the crashes occur that you would like to find?

- ☐ Define search by entering **one or more** of the most common location fields
- ☐ Define more complex search area using Filter Builder
- ☒ Define search area using interactive map
- ☐ Search All of Texas

Currently Selected Search Area[Edit Search Area](#)



Defined Search Coordinates
Latitude: 26.141,
Longitude -98.006
Latitude: 26.155,
Longitude -98.007
Latitude: 26.155,
Longitude -98.007

Create Additional Filters

Filters can be defined using the various attributes associated with a crash, the units involved in the crash, and the persons involved in the crash. Any crash that meets all of the conditions of your filters will be returned in your Query.

Current Filters[Add](#)

You haven't created any Filters yet.

Choose From TxDOT-Authored Filters

TxDOT has authored a set of Filters that you can use to narrow down the results of your Query. Check the box below to apply the Filter to

your Query alongside the Filters that you have created.

Filters Authored by TxDOT

☐

Intersection Related Crashes

[More Information](#)

☐

Work Zone Crashes

[More Information](#)

☐

Alcohol Involved Crashes

[More Information](#)

☐

Distracted Driving Crashes

[More Information](#)

☐

Driving Under the Influence of Alcohol

[More Information](#)

☐

Motorcycle Related Crashes

[More Information](#)

☐

Speed Related Crashes

[More Information](#)

☐

Cell Phone Use Involved Crashes

[More Information](#)

☐

Distracted Driving Vehicles

[More Information](#)

☐

Counts of Motorcycles

[More Information](#)

☐

Motorcyclists

[More Information](#)

☐

Driving Under the Influence of Alcohol or Drugs

[More Information](#)

☐

Driving Under the Influence of Drugs

[More Information](#)

☐

Driving While Intoxicated

[More Information](#)

☐

Drug Involved Crashes

[More Information](#)

Switch To Wizard View

View Results

Save

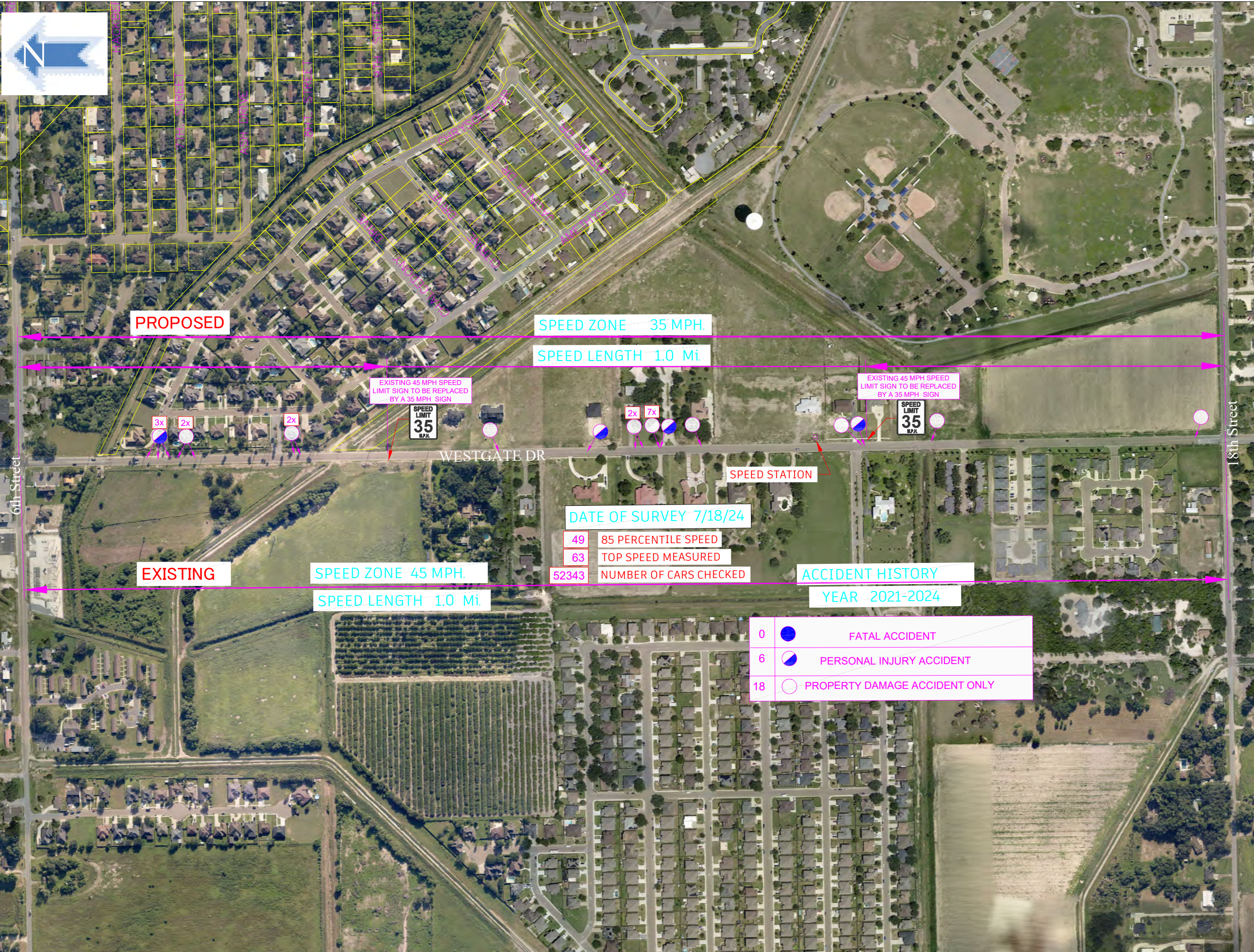
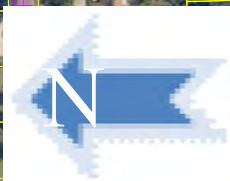
Start Over

Results can be viewed when:

- Date and Time has been specified 
- Crash Location has been specified 
- Match Count is between 1 and 50,000 Crashes 

0
Crashes
Match your Query

Q:\Engineering\ENGINEERING PROJECTS\2024-Alberts Projects\Traffic Counters_2024\CM Speed Requests\S. Westgate (6th - 18th st.) Speed Zone Strip Map (6th st - 18th st).dwg 9/13/2024 11:02 AM SALVADOR AYAR



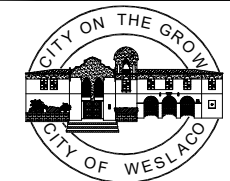
LEGEND

- EXISTING
- PAVEMENT
 - EASEMENT LINE
 - RIGHT OF WAY
 - CENTER LINE
 - FENCE LINE
 - WATER METER
 - FIRE HYDRANT
 - UTILITY POLE
 - WV WATER VALVE
 - SIGN
 - WATER METER
 - MAILBOX
 - WATER METER
 - TEXT BOX

SCALE:
1"=NTS

DATE: 09/13/2024

Rev. No.	Description	Chk By:	Date



ENGINEERING DEPARTMENT
255 S. Kansas Avenue Phone: (956) 973-4002
Weslaco, Tx. 78596 Fax: (956) 973-3128

Design/Drawn By: SAYAR	Checked By: A. ALDANA P.E.
Approved By: A. ALDANA P.E.	Approved Date: 00/00/2024

Project:

**SPEED ZONE STRIP MAP
WESTGATE DR.
6th St. - 18th St.**



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-547	
From: OMAR RODRIGUEZ			
Subject: Approval of a request from Valley Nature Center to close Gibson Park to the public on November 9, 2024 for the Brew in the Woods annual fundraiser and allow to serve alcohol during the event and authorize City Manager to execute any related documents. (Requested by Valley Nature Center.)			
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 request by the Valley Nature Center.			
Staff Recommendation:			
Attachments, if any: Vnc Brew 2024			
Responsibilities upon Approval:			



ValleyNatureCenter

W E S L A C O
A Secret Garden in the Heart of the
Rio Grande Valley

301 S. Border Ave. PO Box 8125

Weslaco, TX 78599

(956) 969-2475 (956) 969-9915 fax

info@valleynaturecenter.org

www.valleynaturecenter.org

May 1, 2024

The Honorable Mayor Adrian Gonzalez
Commissioner Letty Lopez
Commissioner Greg Kerr
Commissioner JP Rodriguez
Commissioner Adrian Farias
Commissioner Israel Gonzalez, Jr.
Commissioner Josh Pedraza

Dear Mayor Gonzalez and Commissioners:

On November 9, 2024, the Valley Nature Center will host our 12th annual Brew in the Woods. This year's theme is FIESTA as we celebrate our 40th anniversary. As you may know, this is a very important event for the nature center, this provides important funding for our organization and our programs.

We would like to formally request the parking lot for Gibson Park be closed off for the day of November 9th to allow our guests ample parking for the event. The event runs from 7:00 pm-11:00 pm.

We greatly appreciate your consideration. Please feel free to contact the nature center should you have any questions or need any additional information.

Thank you for your time.

Sincerely,

Hollie S. Johnston
Executive Director



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-907	
From: ARMANDO ESPINOZA			
Subject: Approval of the Memorandum of Understanding (MOU) between Weslaco Police Department and South Texas HIDTA for use of Juvenile Justice Jeopardy (JJJ) games and associated licenses(s) and authorzie the Mayor to execute any related documents. (Staffed by Police Department)			
Background: Approval of the Memorandum of Understanding (MOU) between Weslaco Police Department and South Texas HIDTA for use of Juvenile Justice Jeopardy (JJJ) games and associated licenses(s). Funded by South Texas HIDTA.			
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):			
ARMANDO ESPINOZA JOEL RIVERA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approved as recommended by the Police Department.			
Staff Recommendation: Recommmend Approval			
Attachments, if any: MOU for JJJ STX HIDTA			
Responsibilities upon Approval:			

StrategiesforYouth

MEMORANDUM OF AGREEMENT for Use of Juvenile Justice Jeopardy License Pursuant to funding provided by South TX HIDTA

Strategies for Youth and _____ (**organization/agency/program**) agree to follow the terms of this Memorandum of Agreement for access to, and use of, the Juvenile Justice Jeopardy (JJJ) games and associated license(s) created specifically for South Texas, under funding provided by the South Texas HIDTA Task Force.

SFY, in consultation with South Texas HIDTA, PATH, and SCAN, is issuing a limited number of licenses to access and use JJJ. These licenses will be paid for by South Texas HIDTA, and are a limited resource meant to benefit the communities of Laredo and McAllen and the surrounding areas. Therefore, SFY must ensure any distributed licenses are being used as intended and paid for.

SFY looks forward to supporting your use of JJJ to educate and connect with the youth in your community. SFY identifies Kristen Wheeler, Legal Director at Strategies for Youth, as the leader and liaison for implementation.

_____ (**organization/agency/program**) has been granted _____ **license(s)** to access and use JJJ. _____ (**organization/agency/program**) identifies _____ (**person**) as its liaison/point of contact. The **License Username** is _____. The **date** the license was distributed is _____.

A **license** to access JJJ is defined by a unique username and password, registered to the email address of a specific individual or program/agency/organization, that is used to access the software platform that hosts the JJJ game boards, C3Softworks.

In order to obtain and maintain a JJJ License, SFY requires:

- All JJJ license holders, and/or program staff utilizing said license, to attend and complete a training led by Strategies for Youth about JJJ and how to lead and implement the games, or be trained by a colleague who attended such a training.
- Each JJJ license must be sufficiently utilized, including being used to play JJJ with local youth within 3 months of being distributed. Utilizing a license means logging into the online game board(s) and playing JJJ with a group of local youth.
- As proof of sufficient use of a JJJ license, each license holder, or representatives of a program/agency/organization holding a license, are either required to distribute and collect pre-/post-game surveys (for use with the “Street Game” only) and provide them to SFY; or notify SFY of the date and location they played JJJ, as well as the number of players

who participated, and provide brief feedback and impressions of the game session, and/or a photograph of their game session where appropriate. SFY will share this information with South TX HIDTA, PATH, and SCAN.

- JJJ license holders, or representatives of a program/agency/organization holding a license, who decide they do not want to continue leading JJJ games, must inform SFY to “shut off” or “reassign” their license(s) so that such license(s) can be put to better use in benefiting the community;
 - If SFY finds that a JJJ license has not been used within the three-month period following distribution of that license, SFY will suspend the license and reassign it in consultation with South TX HIDTA, PATH, and/or SCAN;
 - Furthermore, after the initial three-month period, if SFY finds that a JJJ license not been utilized for 6 months or longer, SFY will contact the JJJ license holder, and/or point of contact, to discuss whether the license should be reassigned. SFY reserves the right to reassign such licenses, in consultation with South TX HIDTA, PATH, and/or SCAN, under such circumstances.

SFY will provide:

- All JJJ license holders with unfettered access to the online game boards for both versions of JJJ created for South Texas - to use as frequently as desired - for one calendar year from the date of license distribution. (Licenses can be renewed upon an annual fee being paid. Please contact SFY for more information.)
- All JJJ license holders with access to electronic versions of Game Leader Guides and pre-/post-“Street Game” Surveys, as well as supplementary resources, including Be Smart with Police Pamphlets and Police Hats.
 - Commander Juan Sifuentes, of the Hidalgo County DA HIDTA Task Force, is the main point of contact for supplementary resources, to be distributed to JJJ license holders on an equitable basis.
- SFY will provide data impact reports for sets of pre-/post-game surveys returned to SFY.
- SFY will continue to provide all JJJ license holders with technical support and assistance as they implement and play JJJ.

If a JJJ license holder is unable to maintain any aspect of this agreement, please contact SFY at 617-714-3789. SFY may be able to accommodate special requests with proper communication.

Name: _____ (JJJ License Holder or Above Identified Point of Contact)

Signature: _____

Date: _____

Strategies for Youth

Name: _____ (Point of Contact)

Signature: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-908	
From: ARMANDO ESPINOZA			
Subject: Approval on Resolution 2024-68 to apply for the Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$10,885 no match required to purchase police scheduling software and authorize the Mayor to execute any related items. (Staffed by the Police Department.)			
Background: Approval on Resolution to apply for the Edward Byrne Memorial Justice Assistant Grant (JAG) in the amount of \$10,885 no match required to purchase police scheduling software			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: 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):			
ARMANDO ESPINOZA JOEL RIVERA Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approved as recommended by the Police Department.			
Staff Recommendation: Recommend Approval			
Attachments, if any: O-BJA-2024-172239, R2024-68 FY2024 Edward Byrne Memorial Justice Assistant Grant (JAG) Program			
Responsibilities upon Approval:			



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Solicitation Title: BJA FY24 Edward Byrne Memorial Justice Assistance Grant (JAG)

Program—Local Solicitation

Assistance Listing Number 16.738

Grants.gov Opportunity Number: O-BJA-2024-172239

Solicitation Release Date: September 4, 2024

Step 1: Application Grants.gov Deadline: 8:59 p.m. Eastern Time on October 16, 2024

Step 2: Application JustGrants Deadline: 8:59 p.m. Eastern Time on October 22, 2024

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Synopsis

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

Funding Category

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1—Applicants with eligible allocation amounts of less than \$25,000	587	\$9,041,009	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2—Applicants with eligible allocation amounts of \$25,000 or more	553	\$75,880,039	10/1/2023	48

Eligibility

- Special district governments
- City or township governments
- County governments
- Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term “units of local government” includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

The eligible allocations by state for the fiscal year (FY) 2024 JAG Program can be found at: <https://bja.ojp.gov/program/jag/overview>.

Eligible allocations under the JAG Program are posted annually on the JAG web page. See the [Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds](#) section for more information. **Applicants with eligible allocation amounts of less than \$25,000 will apply to Category 1, and applicants with eligible allocation amounts of \$25,000 or more will apply to Category 2.**

Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420, 301-240-6310 (TTY for hearing-impaired callers only), or email grants@ncjrs.gov. The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. ET Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see the “How To Apply” section, [Experiencing Unforeseen Technical Issues](#).

For assistance with submitting the [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#) in Grants.gov, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov Customer Support](#), or support@grants.gov. The Grants.gov Support Hotline is open 24 hours a day, 7 days a week, except on federal holidays.

For technical assistance with submitting the **full application** in JustGrants, contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. The JustGrants Service Desk operates from 7:00 a.m. to 9:00 p.m. ET Monday–Friday and from 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

Application Submission Information

Registration

Before submitting an application, an applicant must have a registration in the [System for Award Management \(SAM.gov\)](#).

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in [Grants.gov](#) and is completed in JustGrants. See the [Submission Dates and Time](#) section for the [Grants.gov](#) and JustGrants application deadlines.

Step 1: The applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit by the Grants.gov deadline the required [Application for Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). See the [Submission Dates and Time](#) section for application deadlines.

Step 2: The applicant must submit the **full application**, including attachments, in JustGrants at JustGrants.usdoj.gov by the JustGrants application deadline. See the [Submission Dates and Time](#) section for application deadlines.

Program Description

Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) seeks applications for formula funding to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings to states to support a range of program areas under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Solicitation. This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

With this solicitation, the Bureau of Justice Assistance (BJA) seeks to award Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds to eligible units of local government. (BJA will issue a separate solicitation for applications from states.)

For more information on the JAG Program, please refer to the [JAG Fact Sheet](#) and/or [JAG Frequently Asked Questions \(FAQs\)](#).

OJP is committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community.

Statutory Authority

The JAG Program is authorized by 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).

Specific Information

Statutory Formula

JAG awards are based on a statutory formula that is fully described within the [JAG Technical Report](#). Once each fiscal year's overall JAG Program funding level is determined, BJA works with the Bureau of Justice Statistics to begin a four-step grant award calculation process, which generally consists of the following:

1. Computing an initial JAG allocation for each state, based on its share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine whether the state allocation is less than the minimum award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on its share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and the District of Columbia) between the state and its units of local governments at rates of 60 and 40 percent, respectively.
4. Determining award allocations for the units of local government, which are based on their proportion of the state's 3-year violent crime average. If the "eligible award amount" for a particular unit of local government, as determined on this basis, is

\$10,000 or more, then the unit of local government is eligible to apply directly to OJP (under the JAG Local Solicitation) for a JAG award. If the “eligible award amount” for a particular unit of local government, as determined on this basis, is less than \$10,000, the funds are not made available for a direct award to that particular unit of local government but instead are added to the amount that is awarded to the state.

Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds

Eligible allocations under JAG are posted annually on the [JAG web page](#).

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See [34 U.S.C. § 10156\(d\)\(4\)](#). Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the allocation that includes all disparate municipalities. A memorandum of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction’s authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. To verify eligibility, an applicant should visit the [JAG web page](#), click on their respective state, and note the following regarding the state’s allocation table:

1. Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
2. Counties that have an asterisk (*) under the “Direct Allocation” column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
3. Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

Statutory Program Areas

In general, JAG funds awarded to a unit of local government under the FY 2024 program may be used to hire additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.

7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.

In connection with all of the above purposes, it should be noted that the JAG statute, at [34 U.S.C. § 10152](#), defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including, but not limited to, police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency.”

BJA Areas of Emphasis

BJA recognizes that many state and local justice systems currently face challenging fiscal environments, and an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, and local criminal justice agencies and community-based public safety partners. Key areas of priority for BJA include: Prevention and Prosecution of Hate Crimes, Election Security, Enhancing Justice System Reform Strategies, Advancing Equity and Support for Underserved Communities, and Violent Crime Reduction.

BJA encourages recipients of FY 2024 JAG funds to coordinate with federal criminal justice agencies and other stakeholders, including communities most impacted by crime and violence, in addressing these challenges. Additional details on the BJA areas of emphasis can be found below.

Prevention and Prosecution of Hate Crimes

Hate crimes (sometimes called bias-motivated crimes) are criminal offenses motivated by some form of bias toward victims based on their perceived or actual race, color, ethnicity, religion, national origin, sexual orientation, gender, gender identity, or disability. Hate crimes have a devastating effect beyond the harm inflicted on any one victim. They reverberate through families, communities, and the entire nation as others fear that they too may be threatened, attacked, or forced from their homes because of what they look like, who they are, where they worship, whom they love, or whether they have a disability. As with most other crimes, hate crimes in the United States are primarily investigated under state law and prosecuted by local, state, and tribal authorities. However, reluctance from victims and witnesses to contact law enforcement about hate crime incidents may arise from perceptions of bias, distrust of law enforcement or the criminal justice system, or barriers such as language and concerns about immigration status. Hate crimes are chronically underreported to and under-identified by law enforcement. Tools such as the U.S. Bureau of Justice Statistics’ [National Crime Victimization Survey \(NCVS\)](#) and the Federal Bureau of Investigation’s (FBI’s) [Uniform Crime Reporting \(UCR\) program](#) and [FBI’s Crime Data Explorer \(CDE\)](#) shed some light on trends among those hate crimes reported to law enforcement or through NCVS. Although hate crimes are often

underreported, in recent years, there have been alarming spikes in hate crimes and threats of violence across the country, often fueled by online hate forums. In 2022, the most recently published data, hate crimes were at their highest recorded levels as reported to the FBI UCR program. In addition to those incidents reported through the UCR program, in 2023, jurisdictions from across the country reported increases in threats and attacks motivated by antisemitism or Islamophobia, target certain educational institutions such as Historically Black Colleges and Universities, or target individuals on the basis of their gender identity or sexual orientation.

During a [November 2023 United Against Hate Virtual Forum](#), Attorney General Merrick Garland addressed the recent spike in hate crimes, and reemphasized that, “Combating hate-fueled violence remains central to the Justice Department’s mission.” A critical part of that mission is equipping state, local, and tribal justice agencies with the tools and resources to address hate crimes. [Research from the National Institute of Justice](#) (NIJ) indicates that despite the known underreporting of hate crimes, many state and local law enforcement agencies do not have adequate tools to identify, investigate, and respond to hate crimes, and only 23 percent of law enforcement agencies that responded to the survey reported any hate crime investigations in 2018.

BJA encourages JAG recipients to utilize funding to promote change and accountability by supporting state, local, and tribal efforts to prevent hate crimes, build trust with communities to encourage reporting of hate-related criminal offenses and incidents, and promote efforts to fully investigate and prosecute hate crimes when they do occur. This includes ensuring those agencies that have not yet transitioned to the National Incident Based Reporting System (NIBRS) doing so expeditiously to ensure that national hate crime statistics are as accurate as possible. More information on BJA’s portfolio addressing hate crimes, including the [Emmett Till Cold Case Investigations](#) and [Matthew Shepard and James Byrd, Jr. Hate Crimes](#) Programs, can be found [Hate Crime | Bureau of Justice Assistance](#).

Election Security

In 2021, the Department launched a law enforcement task force to address the rise in threats against election workers, administrators, officials, and others associated with the electoral process. For more information regarding the Department’s efforts to combat threats against election workers, read the [Deputy Attorney General’s memo](#). The task force, announced by Attorney General Merrick B. Garland and launched by Deputy Attorney General Lisa O. Monaco in June 2021, has led DOJ’s efforts to address threats of violence against election workers, and to ensure that all election workers—whether elected, appointed, or volunteer—are able to do their jobs free from threats and intimidation. The task force engages with election-related stakeholders and state and local law enforcement to assess allegations and reports of threats against election workers, and it has investigated and prosecuted these matters where appropriate, in partnership with FBI Field Offices and U.S. Attorneys’ Offices throughout the country.

[On January 9, 2024, the Department provided updated information](#) pertaining to its efforts to “ensure that all qualified voters have the opportunity to cast their ballots and have their votes counted free of discrimination, intimidation, or criminal activity in the election process, and to ensure that our elections are secure and free from foreign malign influence and interference.”

The [broad criminal justice purposes supported by the JAG Program](#) permit JAG funds to be used to deter, detect, and protect against threats of violence against election workers,

administrators, officials, and others associated with the electoral process. BJA encourages state and local JAG applicants to utilize JAG funding to prevent and respond to violent threats of this kind.

Enhancing Justice System Reform Strategies

The justice system serves an important role in protecting communities and seeking justice for victims. For the justice system to serve that role effectively, it must be fair, open, and equitable; utilize evidence-based approaches; and promote restorative practices and rehabilitation. For far too long, however, the justice system has not lived up to its promise. Racial disparities and other inequities, as well as overly harsh sentences, have driven up incarceration rates, which can create mistrust in the justice system and divert resources away from other urgent community needs. To build strong, safe, and healthy communities, it is critical to address the underlying, entrenched issues of inequity and disparity in the criminal justice system so that all persons receive equal treatment under the law. Jurisdictions should carefully review the ways in which the structures and incentives within their own systems are driving correctional populations and racial disparities and realign operations and target resources toward community solutions.

On May 25, 2023, the Department released a series of 10 new reports and guidance documents as part of its ongoing efforts to implement [Executive Order 14704 on Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety](#). The announcement included commitments to update guidance prohibiting racial profiling by federal law enforcement agencies; develop methods to promote accreditation standards to encourage adoption of policies in the Executive Order by state, tribal, local, and territorial (STLT) law enforcement agencies; release a report on the Department's efforts to implement the First Step Act; and issue guidance on officer wellness, investigating in-custody deaths, and responses to individuals in crisis, among others.

The Office of Justice Programs is committed to advancing bold, effective justice reform solutions that deliver safety, equity, and justice for all. Justice system reform includes, but is not limited to, a wide range of investments in community safety and justice such as accountability of law enforcement to build and enhance community trust, alternatives to incarceration, ensuring the right to continuous and effective defense counsel, community supervision reforms, support for mental health and substance use treatment services, supporting community-driven programs and partnerships, and improving pretrial processes. Efforts to continue to address the backlog of court cases that grew dramatically during the pandemic would fall in this category. BJA also encourages state court leaders to access no-cost training and technical assistance (TTA) to support strategic planning, assessment of needs and strategies and new approaches to address rights protected under the sixth amendment to the U.S. Constitution, such as speedy trial, fair and impartial juries, the right to call and cross-examine witnesses, and the right to counsel. Visit <https://www.strengthenthesixth.org/> for more information.

Finally, BJA has launched a [Justice Reinvestment Initiative \(JRI\) website](#) which provides detailed information, including state snapshots, on how state leaders can work with experts to conduct agency-spanning data analysis; develop and implement data-driven, tailored solutions to address complicated criminal justice challenges; and maximize resources to achieve stronger and safer communities. BJA encourages JAG recipients to utilize funding for projects that promote all aspects of justice system reform.

Advancing Equity and Support for Underserved Communities

Consistent with the Presidential [Memorandum on Restoring the Department of Justice's Access-to-Justice Function and Reinvigorating the White House Legal Aid Interagency Roundtable](#) and [Executive Order 13985](#), Advancing Racial Equity and Support for Underserved Communities Through the federal government, the Department is committed to ensuring equal access to justice and identifying and reducing disparities that exist throughout the criminal and civil legal systems, as well as removing barriers to ensure equal opportunity for communities that have been historically underserved, marginalized, and adversely affected by inequality. This commitment is evidenced by the April 14, 2022, [Equity Action Plan](#) designed to increase equity, opportunity, and resources for the most vulnerable communities. BJA encourages JAG recipients to use funds to support efforts at the state, territory, local, and tribal levels to institute more effective and equitable criminal justice policies and practices, foster public trust, and enhance public safety and security by increasing engagement with community members and building partnerships with community organizations to develop a shared vision and approach to addressing crime. This includes support for strategies to ensure the protection of defendants' and incarcerated individuals' constitutional rights and safety, as well as efforts to address wrongful convictions and conviction integrity. This also includes supporting technological or personnel upgrades to provide more equitable access to justice, including language access resources, resources to better serve those with disabilities, rural communities, and indigent defense representation. Finally, this can include efforts to build partnerships between the criminal justice system and nonprofits to provide support for collaborative, community-driven and informed efforts, such as community-based diversion programs outside of the criminal justice system, increasing access to resources to support the right to counsel, and developing community-driven and informed prevention programs or responses to violent crime.

Violent Crime Reduction

In May 2021, the Department launched a [comprehensive violent crime reduction strategy](#) to protect American communities from violent crimes, including gun violence. On December 11, 2023, Attorney General Merrick B. Garland [announced](#) the release of the Justice Department's [Violent Crime Reduction Roadmap](#), a one-stop shop of federal resources to assist local jurisdictions in developing, implementing, and evaluating strategies to prevent, intervene in, and respond to violent crime. The Roadmap helps connect jurisdictions with the information and resources they need to meet the complex and evolving challenges to help reduce violent crime.

Additionally, on April 3, 2024, Attorney General Garland [delivered remarks](#) at a convening of grantees under OJP's [Community Based Violence Intervention and Prevention Initiative](#). He emphasized that the Department's approach to disrupting violent crime is "centered on our partnerships—both with the communities harmed by violent crime and with the law enforcement agencies that protect those communities. Our department-wide anti-violent crime strategy leverages the resources of our federal prosecutors, agents, investigators, grant programs, and criminal justice experts toward those ends. We are working closely with local and state law enforcement agencies, with officials across government, and with the communities most affected by this violence, and with the community organizations on the front lines—all toward one goal: the goal of making our communities safer."

BJA encourages JAG grantees to invest funds to tailor programs and responses to state and local crime issues through the use of data and analytics; coordinate with United States Attorneys Project Safe Neighborhoods grantees and community violence intervention strategies

in order to leverage funding for crime and violence reduction projects and coordinate their law enforcement activities with those of federal law enforcement agencies such as the FBI, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security; and form partnerships with federal, state, and local law enforcement and prosecutors to identify persons who use guns to commit a crime and who purchase or sell guns illegally. This includes ensuring that persons prohibited from purchasing firearms (see e.g., [18 U.S.C. § 922\(g\)](#)) are prevented from doing so by ensuring complete, accurate, and timely access to the [FBI's National Instant Criminal Background Check System \(NICS\)](#) and the timely submission of all necessary records into the FBI databases, which will help prevent illegal transfers of firearms to those who are prohibited from owning firearms under current law. BJA also encourages JAG grantees to invest in implementing programs that provide training, assistance, and resources to law enforcement agencies to mitigate the current crisis in law enforcement recruitment and retention; enhance community policing approaches; bolster the security of at-risk places of worship such as synagogues, churches, and mosques; provide security for election workers; enforce commonsense gun laws; and upgrade systems and/or purchase technology that support agency strategies to reduce violent crime and enhance their capacity to better address crime.

Additional Uses of JAG Funds

JAG funds awarded under this solicitation may also be used to:

- Support reentry projects with the goal of improving outcomes for incarcerated individuals returning to the community from prison or jail.
- Support public defense systems, including the hiring and retention of attorneys.
- Support projects related to preventing, detecting, seizing, and/or stopping the presence and use of contraband cellphones within correctional facilities. This includes the purchasing of managed access systems and other mitigation technologies (as permitted by applicable law).
- Purchase fentanyl and methamphetamine detection equipment, including handheld instruments and training for law enforcement safety, as well as opioid reversal agents.
- Purchase drug-detection canines to combat the rise of drug trafficking, including that of methamphetamines.
- Support efforts to seal and expunge criminal history information in accordance with state laws and policies.
- Support efforts to attract and retain an inclusive, diverse, expert, and accountable law enforcement workforce that reflects the community it serves.
- Support virtual reality de-escalation training.
- Purchase humane remote restraint devices that enable law enforcement to restrain an uncooperative subject without inflicting pain.
- Purchase gunfire detection technology.
- Support implementation of Rapid DNA at the booking station to include assisting with the initial costs associated with updating criminal history systems, integration with booking station systems, and purchasing new technologies associated with Rapid DNA at the booking station (Note: JAG funds may not be used for Rapid DNA testing of evidentiary material; see the "DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database" section for more information on the topic).
- Purchase an Electronic Tracing System (eTrace)

- Purchase a NIBIN Enforcement Support System (NESS)

Additionally, JAG funds awarded under this solicitation may be used for any purpose indicated here: [Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants \(JAG\) Program May Be Used](#).

Limitations on the Use of JAG funds

Administrative Costs

Up to 10 percent of a JAG award, including up to 10 percent of any earned interest, may be used for costs associated with administering the award, which can include indirect costs.

Supplanting

JAG funds may not be used to supplant state or local funds but must be used to increase the amount of such funds that would, in the absence of federal funds, be made available. See the JAG FAQs for examples of supplanting. Although supplanting is prohibited, BJA encourages the leveraging of federal funding.

Matching Funds

Absent specific federal statutory authority to do so, JAG award funds may not be used as a match for other federal awards.

Prohibited and Controlled Equipment and Associated Procedures under JAG

The JAG statute, at [34 U.S.C. § 10152\(d\)](#), specifically identifies a list of prohibited items. In addition, consistent with [Executive Order 14074](#), Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety of May 25, 2022, the use of OJP grant funds for the purchase or transfer of certain equipment has been designated as prohibited or controlled starting with FY 2023 OJP grant funds. Details and associated procedures for requesting prior approval, where applicable, can be found in the [JAG Prohibited and Controlled Equipment Guidance](#) and the [JAG FAQs](#).

Other Program Requirements

A unit of local government that applies for and receives an FY 2024 JAG award must note the following:

Trust Fund

Units of local government may draw down JAG funds either in advance or on a reimbursement basis. To draw down in advance, a trust fund must be established in which to deposit the funds. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(8) apply. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit the funds. For additional information, see [2 C.F.R. § 200.305](#).

Certifications and Assurances by the Chief Executive of the Applicant Government (Which Incorporates the 30-Day Governing Body Review Requirement)

A JAG application is not complete, and a unit of local government may not access award funds, unless the chief executive of the applicant unit of local government (e.g., the mayor) properly executes, and the unit of local government submits, the “Certifications and Assurances by the Chief Executive of the Applicant Government.” The most up-to-date version of this certification can be found at: [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#). Please note that this certification contains assurances that the governing

body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. Please note that this certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied.

Please note that only direct JAG award recipients must provide this certification to OJP and that prior to making any subawards (including subawards to disparate jurisdictions), the direct JAG award recipient must collect a completed certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. OJP will not deny an application for a JAG award for failure to submit these “Certifications and Assurances by the Chief Executive of the Applicant Government” by the application deadline, but a unit of local government will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective chief executive (e.g., the mayor).

Minimum Requirements for Extreme Risk Protection Order Programs (ERPOs)

An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If grantees use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State’s evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY24 JAG funds for an ERPO program, a [Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501\(a\)\(1\)\(I\)\(iv\)](#) must be signed by a principal legal officer and submitted to BJA. See the [JAG FAQs](#) for additional information.

Body-worn Cameras (BWCs)

A JAG award recipient that proposes to use FY 2024 funds to purchase BWC equipment or implement or enhance BWC programs must provide to OJP a certification(s) that each direct recipient receiving the equipment or implementing the program has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: [JAG—Body-Worn Camera \(BWC\) Policy Certification](#).

Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. The [BJA BWC Toolkit](#) provides model BWC policies and best practices to assist criminal justice departments in implementing BWC programs.

Apart from the JAG Program, BJA provides funds under the [Body-worn Camera Policy and Implementation Program](#) (BWCPIP). BWCPIP allows jurisdictions to develop and implement policies and practices required for effective program adoption, and to address program factors including the purchase, deployment, and maintenance of camera systems and equipment; data storage and access; and privacy considerations. Interested JAG award recipients may wish to refer to the [BWC Partnership Program web page](#) for more information. JAG award recipients that are also BWC award recipients may not use JAG funds for any part of the 50 percent match required by the BWC Program.

Body Armor

Body armor purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the following requirements are met: The body armor must have been tested and found to comply with the latest applicable National Institute of Justice ballistic or stab standards <https://citech.org/compliance-testing-program/compliant-product-lists/>. In addition, body armor purchased must be made in the United States.

Body armor purchased with JAG funds must be “uniquely fitted vests,” which means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage through a combination of (1) correctly sized panels and carrier determined through appropriate measurement and (2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. Note that the requirement that body armor be “uniquely fitted” does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of OJP’s efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) at no cost. The [Personal Armor Fit Assessment Checklist](#) is excerpted from ASTM E3003. A mandatory wear concept and issues paper and a model policy are available from the BVP Customer Support Center, which can be contacted at vests@usdoj.gov or toll free at 1–877–758–3787. Additional information and FAQs related to the mandatory wear policy and certifications can be found in the [JAG FAQs](#).

A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written “mandatory wear” policy in effect (see [34 U.S.C. § 10202\(c\)](#)). The certification form related to mandatory wear can be found at: [JAG Body Armor](#)

[Mandatory Wear Policy Certification](#). Further, before making any sub-awards (including sub-awards to disparate jurisdictions) for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request.

Apart from the JAG Program, BJA provides funds under the Patrick Leahy Bulletproof Vest Partnership (BVP) Program. The BVP Program provides funding to state and local law enforcement agencies for the purchase of ballistic-resistant and stab-resistant body armor. For more information on the BVP Program, including eligibility and an application, refer to the [BVP web page](#). JAG award recipients should note, however, that funds may not be used for any part of the 50 percent match required by the BVP Program.

Interoperable Communications

States (including any subrecipients) that are using JAG funds for emergency communications activities should comply with current SAFECOM Guidance, which is available at: <https://www.cisa.gov/safecom/funding>.

Additionally, emergency communications projects funded with JAG funds should support the Statewide Communication Interoperability Plan (SCIP) and be coordinated with the full-time statewide interoperability coordinator (SWIC) in the state of the project. As the central coordination point for a state's interoperability effort, the SWIC plays a critical role and can serve as a valuable resource. SWICs are responsible for the implementation of SCIP through coordination and collaboration with the emergency response community. CISA maintains a list of SWICs for each state and territory. Contact ecd@cisa.dhs.gov for more information. All communications equipment purchased with JAG funding should be identified during the quarterly performance measurement reporting.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database

If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. **JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS.** No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA (exceptions include forensic genealogy). Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching available at: <https://www.justice.gov/olp/page/file/1204386/download>. For more information about DNA testing as it pertains to JAG, please refer to the [JAG FAQs](#).

Entry of Records into State Repositories

As appropriate and to the extent consistent with law, a special condition will be imposed that would require the following: Any program or activity that receives federal financial assistance under JAG that is likely to generate court dispositions or other records relevant to NICS determinations, including any dispositions or records that involve any noncitizen or migrant who is undocumented in the United States (18 U.S.C. § 922(g)(5)(A), must have a system in place to ensure that all such NICS-relevant dispositions or records are made available in a timely fashion.

National Incident-based Reporting System

In FY 2016, the FBI formally announced its intention to sunset the UCR program's traditional Summary Reporting System (SRS) and replace it with NIBRS by January 1, 2021. By statute, BJA JAG awards are calculated using summary part 1 violent crime data from the FBI's UCR program. Specifically, the formula allocations for JAG rely heavily on the ratio of "the average number of part 1 violent crimes of the UCR of the FBI reported by such State for the three most recent years reported by such State to the average annual number of such crimes reported by all States for such years" (34 U.S.C. 10156(a)(1)(B)). In preparation for the FBI's 2021 NIBRS compliance deadline, BJA imposed an administrative requirement for JAG award recipients that are not NIBRS compliant to dedicate 3 percent of their JAG award toward coming into full compliance with the FBI's NIBRS data submission requirement to both encourage and assist jurisdictions in working toward compliance and ensure they continue to have critical criminal justice funding available through JAG when SRS transitioned to NIBRS. A NIBRS set-aside is NOT required for FY 2024 awards; however, JAG recipients are encouraged to continue working toward and/or maintaining NIBRS compliance to ensure that JAG eligibility is not affected in future fiscal years. Local jurisdictions that are seeking NIBRS compliance certification should reach out directly to their respective state agency. Agencies with questions about the certification process may contact ucr-nibrs@fbi.gov. More information about NIBRS, including toolkits and updates from the FBI Criminal Justice Information Services team, can be found at: [NIBRS—FBI](#).

Solicitation Goals and Objectives

Goals

In general, the JAG Program is designed to provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice. Although the JAG Program provides assistance directly to states, through pass-through (and similar) requirements, the JAG Program also is designed to assist units of local government with respect to their criminal justice needs.

Objectives

The objectives are directly related to the JAG Program accountability measures described at: <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/jag-pmt-accountability-measures.pdf>.

For information about what the applicant needs to submit regarding Goals, Objectives, and Deliverables please see the "[How To Apply](#)" section on the [Application Goals, Objectives, Deliverables, and Timeline Web-Based Form](#).

Federal Award Information

Awards, Amounts and Durations

Anticipated Number of Awards: 1,140

Category 1: 587

Category 2: 553

Anticipated Maximum Dollar Amount per Award:

Category 1 anticipated maximum amount: Up to \$25,000

Category 2 anticipated maximum amount: Up to \$4,023,772

Period of Performance Start Date: October 1, 2023

Period of Performance Duration (Months):

Category 1: 24 months

Category 2: 48 months

Anticipated Total Amount To Be Awarded Under This Solicitation: \$84,921,048

Category 1—Eligible Allocation Amounts of Less than \$25,000: Units of local government that are listed on the JAG web page as eligible for an allocation amount of less than \$25,000 should apply under Category 1. This includes direct and joint (disparate) allocations. Category 1 awards of less than \$25,000 are 2 years in length. Extensions of up to 2 years can be requested for these awards via JustGrants no fewer than 30 days prior to the project period end date and will be automatically granted upon request.

Category 2—Eligible Allocation Amounts of \$25,000 or More: Units of local government that are listed on the JAG web page as eligible for an allocation amount of \$25,000 or more should apply under Category 2. This includes direct and joint (disparate) allocations. Category 2 awards of at least \$25,000 are 4 years in length. Extensions beyond this period may be made on a case-by-case basis at the discretion of BJA and must be requested via JustGrants no fewer than 30 days prior to the project period end date.

Competition ID	Competition Title (Category Name)	Expected Number of Awards	Dollar Amount for Award	Performance Start Date	Performance Duration (Months)
C-BJA-2024-00091-PROD	Category 1: Applicants with eligible allocation amounts of less than \$25,000	587	Up to \$25,000	10/1/2023	24
C-BJA-2024-00092-PROD	Category 2: Applicants with eligible allocation amounts of \$25,000 or more	553	Up to \$4,023,772	10/1/2023	48

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

The FY 2024 enacted budget represents the largest cut to base resources that the Department of Justice (DOJ) has faced in the last 10 years. Therefore, to mitigate significant budget shortfalls, the funding available for this solicitation has been reduced by 2.5%. The Department understands how critical our grants are to our state, local, and tribal partners, and does not take this action lightly.

The allocations by state for the FY 2024 JAG Program can be found at:

<https://bja.ojp.gov/program/jag/allocations>.

Type of Award

OJP expects to make awards under this funding opportunity as grants. See the “[Administrative, National Policy, and Other Legal Requirements](#)” section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

Cost Sharing or Matching Requirement

This solicitation does not require a match.

Eligibility Information

For the purposes of this notice of funding opportunity, other units of local government include towns, boroughs, parishes, villages, or other general purpose political subdivisions of a State.

How To Apply

Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

How To Apply

Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

Step 1: After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://www.grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible and recommended not later than 48 hours before the Grants.gov deadline.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as “submitted” or “agency tracking number assigned.”

Step 2: The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://www.justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress

in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Submission Dates and Time

The **SF-424** and the **SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern on October 16, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern on October 22, 2024.

To be considered timely, the **full application** must be submitted in JustGrants by the JustGrants application deadline. Failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time (i.e., waiting until the due dates identified in this solicitation for those systems to begin the application steps) is not an acceptable reason to request a technical waiver.

Experiencing Unforeseen Technical Issues Preventing Submission of an Application (Technical Waivers)

OJP will only consider requests to submit an application after the deadline when the applicant can document that a technical issue with a government system prevented submission of the application on time.

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. However, the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. A tracking number is the most typical documentation and is generated when the applicant contacts the applicable service desks to report technical difficulties. Tracking numbers are generated automatically when an applicant emails the applicable service desks, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

An applicant experiencing technical difficulties must contact the associated service desk indicated below to report the technical issue and receive a tracking number:

- SAM.gov: contact the [SAM.gov Help Desk \(Federal Service Desk\)](#), Monday–Friday from 8:00 a.m. to 8:00 p.m. ET at 866-606-8220.
- Grants.gov: contact the [Grants.gov Customer Support Hotline](#), 24 hours a day, 7 days a week, except on federal holidays, at 800-518-4726, 606-545-5035, or support@grants.gov.
- JustGrants: contact the JustGrants Service Desk at JustGrants.Support@usdoj.gov or 833-872-5175, Monday–Friday from 7:00 a.m. to 9:00 p.m. ET and Saturday, Sunday, and federal holidays from 9:00 a.m. to 5:00 p.m. ET.

If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the Grants.gov deadline** to request approval to submit after the deadline.

If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at grants@ncjrs.gov within **24 hours of the JustGrants deadline** to request approval to submit after the deadline.

Waiver requests sent to the OJP Response Center must—

- describe the technical difficulties experienced (provide screenshots if applicable);
- include a timeline of the applicant's submission efforts (e.g., date and time the error occurred, date and time of actions taken to resolve the issue and resubmit; and date and time support representatives responded);
- include an attachment of the complete grant application and all the required documentation and materials;
- include the applicant's Unique Entity Identifier (UEI); and
- include any SAM.gov, Grants.gov, and JustGrants Service Desk tracking numbers documenting the technical issue.

OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information listed above), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Unforeseen Technical Issues" section in the [Application Resource Guide](#).

Application and Submission Information

Content of the SF-424 in Grants.gov

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424.

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

Intergovernmental Review: This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant's State appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the State's process under E.O. 12372. On the SF-424, an applicant whose State appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose State does not appear on the SPOC list should answer question 19 by selecting "Program is subject to E.O. 12372 but has not been selected by the State for review."

Content of the JustGrants Application Submission

Entity and User Verification (First Time Applicant)

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

Standard Applicant Information

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information). Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples:

The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk nonprofit organizations such as synagogues, churches, mosques, and other places of worship.

The county of [insert] will use JAG funds to hire credible messengers as part of a community-based violence intervention initiative.

Disparate JAG Abstract Example:

The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and equipment. Specifically, the county of [insert] will use JAG funds to replace its records management system to transition to NIBRS, and the city of [insert] will use JAG funds to purchase body worn cameras to promote public trust, accountability, and transparency.

Data Requested With Application

The following application elements should be submitted in the web-based forms in JustGrants.

[Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High-Risk Status\)](#)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High Risk Status\)](#) for additional guidance on how to complete the questionnaire.

Proposal Narrative

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; and should not exceed 10 numbered pages.

Category 1—Eligible Allocation Amounts of Less than \$25,000

The proposal narrative for Category 1 applications must include a description of the project(s), including subawards, if applicable, to be funded with JAG funds over the 2-year grant period.

Category 2—Eligible Allocation Amounts of \$25,000 or More

The proposal narrative for Category 2 applications should include:

a. Description of the Issue

Identify the unit of local government's strategy/funding priorities for the FY 2024 JAG funds, the subaward process (if applicable, including disparates) and timeline, any progress or challenges, and a description of the programs to be funded over the 4-year grant period.

b. Project Design and Implementation

Describe the unit of local government's process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities. This should include a description of how local communities are engaged in the planning process, how state and local planning efforts are coordinated, and the challenges faced in coordination. The applicant should identify the stakeholders representing each program area who are participating in the strategic planning process, the gaps in the state's needed resources for criminal justice purposes, plans to improve the administration of the criminal justice system, and how JAG funds will be coordinated with state and related justice funds.

c. Capabilities and Competencies

Describe any additional strategic planning/coordination efforts in which the units of local government participate with other criminal justice entities within the local jurisdiction and/or state. Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

d. Plan for Collecting the Data Required for This Solicitation's Performance Measures

The application should demonstrate the applicant's understanding of the performance data reporting requirements for this grant program and detail how the applicant will gather the required data should it receive funding.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "[Goals and Objectives](#)" section. Applicants can visit [OJP's performance measurement page](#) at www.ojp.gov/performance for more information on performance measurement activities at OJP.

A list of performance measure questions for this program can be found at <https://bjapmt.ojp.gov/help/JAGDocs.html>. NOTE: BJA is in the process of reviewing and revising these performance measure questions. Any changes resulting from this review will be communicated to award recipients.

BJA will require award recipients to submit quarterly performance measure data in BJA's PMT located at <https://bjapmt.ojp.gov> and separately submit a semiannual, performance report in JustGrants. BJA will provide further guidance on the post-award submission process, if the applicant is selected for award.

[Note on Project Evaluations](#)

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [OJP Grant Application Resource Guide](#).

[Budget and Associated Documentation](#)

[Funding Restrictions](#)

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

[Budget Worksheet and Budget Narrative \(Attachment\)](#)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the [OJP Grant Application Resource Guide](#) for additional information.

The budget narrative and budget worksheet (attachment) are critical elements, and applicants will be unable to successfully submit an application in JustGrants unless an attachment is uploaded in this section. If an applicant does not have a budget to submit at the time of application, an attachment must be uploaded noting as such, and BJA will add the appropriate special condition withholding funds for budget documentation. Please note that the budget narrative should include a full description of all costs, including administrative costs (if applicable).

For additional information about how to prepare a budget for federal funding, see the [“Application Resource Guide”](#) section on [Budget Preparation and Submission Information](#) and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

[Costs Associated With Language Assistance \(if applicable\)](#)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the [Application Resource Guide](#) for information on costs associated with language assistance.

[Unmanned Aircraft Systems](#)

The use of BJA grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV, is unallowable.

[Budget/Financial Attachments](#)

[Pre-Agreement \(Pre-Award\) Costs \(if applicable\)](#)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the Federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the “Costs Requiring Prior Approval” section in the [DOJ Grants Financial Guide Post-Award Requirements](#) for more information.

[Indirect Cost Rate Agreement \(if applicable\)](#)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

This rule does not eliminate or alter the JAG-specific restriction in federal law that states charges for administrative costs may not exceed 10 percent of the award amount, regardless of the approved indirect cost rate.

[Consultant Rate \(if applicable\)](#)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable

and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

[Limitation on Use of Award Funds for Employee Compensation for Awards Over \\$250,000; Waiver \(if applicable\)](#)

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

[Disclosure of Process Related to Executive Compensation \(if applicable\)](#)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this funding opportunity are not required to provide this disclosure.

[Additional Application Components](#)

The applicant will attach the additional requested documentation in JustGrants.

[Memorandum of Understanding \(MOUs\) and Other Supportive Documents \(if applicable\)](#)

For disparate jurisdictions, an MOU that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by the authorized representative for each participating jurisdiction. See the Allocation Determination and Units of Local Government Requirements Regarding Use of JAG Funds section and the [JAG FAQs](#) for more information. A [sample MOU](#) is also available.

[Research and Evaluation Independence and Integrity Statement \(if applicable\)](#)

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

[Certifications and Assurances by the Chief Executive of the Applicant Government Body Armor Mandatory Wear Policy Certification](#) (If applicable)

[Body-worn Camera Policies Certification](#) (If applicable)

[ERPO Certification](#) (if applicable)

[Disclosures and Assurances](#)

The applicant will address the following disclosures and assurances.

[Disclosure of Lobbying Activities](#)

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

[Applicant Disclosure of Duplication in Cost Items](#)

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

DOJ Certified Standard Assurances

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing

Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [Application Resource Guide for additional information](#).

Applicant Disclosure and Justification—DOJ High-Risk Grantees

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

Application Review Information

Review Process

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process for this solicitation.

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to the degree of risk posed by the applicant entity. Among other things to help assess whether an applicant with one or more prior federal awards has a satisfactory record with respect to performance, integrity, and business ethics, OJP checks whether the applicant entity is listed in SAM as excluded from receiving a federal award.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations but also other factors as indicated in this section.

Federal Award Administration Information

Federal Award Notices

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the [Application Resource Guide](#) for information on award notifications and instructions.

Evidence-Based Programs or Practices

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the [Application Resource Guide](#).

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: [“Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards”](#) under the “Civil Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP

individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <https://www.ada.gov/> or contact OJP.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

Information Technology Security Clauses

An application in response to this solicitation may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

General Information About Post-Federal Award Reporting Requirements

In addition to the deliverables described in the “[Program Description](#)” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports—Award recipients typically must submit quarterly financial reports, quarterly performance measurement reports, semiannual performance reports, final financial and performance reports, and (if applicable) an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

Specific reporting requirements by category are listed below:

Category 1—Eligible Allocation Amounts of Less Than \$25,000

Recipients must submit:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP’s JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report through BJA’s PMT. Please note that as soon as all project activity has concluded, that report may be marked as final.
- An annual performance report and final progress report through OJP’s JustGrants. If all project activity has concluded at the time the first annual performance report is submitted, that report may be marked as final.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

Category 2—Eligible Allocation Amounts of \$25,000 or More

Recipients must submit the following:

- Quarterly Federal Financial Reports (and one final Federal Financial Report after all funds have been obligated and expended) through OJP's JustGrants system.
- Quarterly Performance Measurement Tool reports and a final Performance Measurement Tool report (at any time once all project activity has concluded) through BJA's PMT.
- Semiannual performance reports and a final performance report (at any time once all project activity has concluded) through OJP's JustGrants.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

Federal Awarding Agency Contact(s)

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

Other Information

Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Provide Feedback to OJP

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

Performance Measures

A list of performance measures can be found at: <https://bjapmt.ojp.gov/help/JAGDocs.html>

Application Checklist

BJA FY24 Edward Byrne Memorial Justice Assistance Grant Formula Program—Local Solicitation

This application checklist has been created as an aid in developing an application. For more information, reference [The OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

Pre-Application

Before Registering in Grants.gov

- Confirm your entity's registration in the [System for Award Management \(SAM.gov\)](#) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see [Application Resource Guide](#)).

Register in Grants.gov

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

Find the Funding Opportunity

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 in the [Application Resource Guide](#)).
- Sign up for Grants.gov email [notifications](#) (optional) (see [Application Resource Guide](#)).
- Read [Important Notice: Applying for Grants in Grants.gov](#) (about [browser compatibility and special characters in file names](#)).
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [Application Resource Guide](#)).

Review the Overview of Post-Award Legal Requirements

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements – FY 2024 Awards](#)" in the [OJP Funding Resource Center](#).

Review the Scope Requirement

- The federal amount requested is within the allowable limit. See <https://bja.ojp.gov/program/jag/allocations>.

Review Eligibility Requirement

- Review "Eligibility" in the Synopsis section and "Eligibility Information" section in the solicitation.

Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**

- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact BJA or Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or support@grants.gov regarding technical difficulties (see [“Application Resource Guide” section on Experiencing Unforeseen Technical Issues](#)).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

Application Step 2

Submit the following information in JustGrants:

Application Components

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Data Requested with Application
- Proposal Narrative

Budget and Associated Documentation

- Budget Worksheet and Narrative (attachment)
- Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
- Indirect Cost Rate Agreement (if applicable) (see [Application Resource Guide](#))

Additional Application Components

- Research and Evaluation Independence and Integrity (see [Application Resource Guide](#))
- [FY24 JAG—Certifications and Assurances by the Chief Executive of the Applicant Government](#)
- [Memorandum of Understanding](#) (if applicable)
- [Body Armor Certification](#) (if applicable)
- [Body-Worn Camera Certification](#) (if applicable)
- [ERPO Certification](#) (if applicable)

Disclosures and Assurances

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [Application Resource Guide](#))

- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [Application Resource Guide](#))
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable) (see [Application Resource Guide](#))

Review, Certify, and Submit Application in JustGrants

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

Standard Solicitation Resources

[Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

RESOLUTION NO. 2024-68

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that Edward Byrne Memorial Justice Assistant Grant (JAG) be operated for 2024 through 2025; and

WHEREAS, The City of Weslaco agrees that the program does not require any match of funds for the said project as required by the U.S. Department of Justice (DOJ) for program areas under the FY24 Edward Byrne Memorial Justice Grant (JAG) Program; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, City of Weslaco assures that the funds will be returned to the U.S. Department of Justice in full.

WHEREAS, The City of Weslaco designates Mayor Adrian Gonzalez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSIONERS OF THE CITY OF WESLACO, TEXAS that The City of Weslaco approves submission of the grant application for FY24 Edward Byrne Memorial Justice Assistant Grant (JAG) Program to the Office of the Governor.

Passed and approved this 1st day of October 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AT TO FORM:

CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-934	
From: David Arce			
Subject: Approval to authorize staff to solicit bids to purchase a used Broom Sweeper and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: Broom sweeper is to be used during the milling process of prepping a street for an overlay. We are currently using a street sweeper which needs to be used to sweep our curbs instead of milling.			
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 Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approved as recommended by Public Works Director.			
Staff Recommendation: Approval			
Attachments, if any: Sample Picture of Broom Sweeper			
Responsibilities upon Approval:			





Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-875	
From:			
Subject: Discussion and consideration on the renewal of a Public Purposes Services Contract with Weslaco Bicultural Museum, d.b.a. Weslaco Museum of Local History and Cultural Art in an amount not to exceed \$90,000 effective October 1, 2024 through September 30, 2025 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The City during it's budget workshops, allocates funding to the Wesalco Museum from the General Fund. The City's funding remains consistent at \$90,000, which is the same as last fiscal year.			
Funding Source (budget code, if applicable): 101-5140-528490 221-5504-528490			
Amount: \$69,100. \$20,900	Term of Impact: 1 YEAR 1 year	Identified in Current Budget: YES Yes	
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 Finance Director.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 100124 WESLACO MUSEUM SSA, FY2025 Weslaco Museum Public Purpose Services Contract			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: September 18, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Weslaco Museum Public Purpose Services Contract

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The City has annually promoted cultural programs for its citizens. This program informs its citizens of Weslaco's history and other cultural events. Whereas the City wishes to continue these services for another year.

Funding for the museum was budgeted at \$90,000 and will be split between the General fund and the Hotel Motel Fund. \$69,100 will be funded by General Fund and \$20,900 will be funded by Hotel Motel Fund.

Staff is recommending approval.

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THE STATE OF TEXAS	§	PUBLIC PURPOSE SERVICES
	§	CONTRACT BETWEEN THE CITY
CITY OF WESLACO	§	OF WESLACO AND THE WESLACO
	§	BICULTURAL MUSEUM d.b.a.
COUNTY OF HIDALGO	§	WESLACO MUSEUM OF LOCAL
	§	HISTORY AND CULTURAL ART

This Contract is entered into on this the _____ day of October 2024, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Weslaco Bicultural Museum d.b.a. Weslaco Museum of Local History and Cultural Art (hereinafter called "Contractor").

Whereas, City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas, the City has negotiated with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas, Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

SECTION II.

RECORDS AND REPORTING

Contractor agrees to furnish City its budget and all related expenditures for the duration of this contract. Contractor will maintain all records of operation for the period of

this contract that confirms and establishes that the funds furnished by City are and have been used exclusively for the purposes as outlined and detailed herein. A written report of expenditures and progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of these activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly entitled.

SECTION V. REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI. TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2024 and ends September 30, 2025.

SECTION VII.
PAYMENTS TO CONTRACTOR

City hereby agrees to pay Contractor Ninety Thousand Dollars (\$90,000) in twelve (12) equally monthly installments of Seven Thousand and 00/100 Dollars (\$7,500.00) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within thirty (30) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of visitors and the activities engaged in that are contracted for in this contract.

SECTION VIII.
AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX.
DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non-prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X.
VENUE AND REMEDIES

Venue in any suit right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

SECTION XI.
NOTICES AND ADDRESS

All notices provided to given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this

Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, TX 78596
Attn.: City Manager

CONTRACTOR

WESLACO MUSEUM OF LOCAL HISTORY
AND CULTURAL ART
500 S. TEXAS AVENUE
Weslaco, TX 78596
Attn.: Executive Director

SECTION XII.
PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where _permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII.
LEGAL CONSTRUCTION

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

SECTION XIV. AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV.
WAIVER OF DEFAULT

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

SECTION XVI.
ENUMERATION OF CONTRACT DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date, and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by express written agreement. The Contract document so enumerated is:

- 1) Activities and Public Purpose Services (Exhibit "A")
- 2) Intent of Public Purpose Activities (Exhibit "B")

SECTION XVII.
LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring the City against claims for liability for bodily injury or other damages by youth or other individuals engaged in the activities funded by this Contract. Contract will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract

CITY OF WESLACO

By: _____
Adrian Gonzalez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

WESLACO MUSEUM

By: _____
Crystal Rodriguez (Executive Director)

Approved as to form:

Juan E. Gonzalez, City
Attorney

Exhibit "A"

ACTIVITIES AND PUBLIC PURPOSE SERVICES

Contractor will, for the public funds it is receiving from City, operate and maintain a building facility that will house historical information on Weslaco, works of art such as paintings, displays, present cultural programs to citizens of Weslaco and to the general public.

Exhibit "B"

INTENT OF PUBLIC PURPOSE ACTIVITIES

The City of Weslaco desires that Contractor provide exhibits to citizens of the City of Weslaco that will benefit and assist them in developing an appreciation to cultural arts.



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-874	
From:			
Subject: Discussion and Consideration of Special Services Agreement on Hotel/Motel Room Occupancy tax proceeds between City of Weslaco and the following: 1) Weslaco Chamber of Commerce for \$304,825; 2) Frontera Audubon Society for \$53,000; and 3) Lower Rio Grande Valley Nature Center for \$72,560 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
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 Finance Director.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: 100124 HOT SSA, Chamber 2025 SSA, Frontera Audubon 2025 SSA, Valley Nature Center 2025 SSA			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: September 18, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Hotel Motel Special Services Agreements

.....

The City annually enters into agreements with the Weslaco Chamber of Commerce, Frontera Audubon and the Valley Nature Center for the purpose of attracting and promoting tourism.

The goal is to make the surrounding communities as well as other parts of the state and country aware of what we have to offer and generating revenue. Funding for these agreements is derived from the collection of the Hotel/Motel taxes.

Staff recommends approval.

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STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS BETWEEN THE CITY OF
		WESLACO AND THE WESLACO AREA
CITY OF WESLACO	§	CHAMBER OF COMMERCE.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2024, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE WESLACO AREA CHAMBER OF COMMERCE located at 275 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter called “The Chamber of Commerce”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Chamber of Commerce an amount not to exceed \$304,825 of which \$304,825 will be funded through the hotel/motel occupancy tax funds. The Chamber of Commerce agrees to spend all allocated funds during the term of this contract. The monies received by the City from the hotel/motel occupancy tax and used by the Chamber of Commerce for advertising and promoting tourism in the City derives direct tourism income benefit to the City.

The Chamber of Commerce agrees that any hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Chamber of Commerce agrees to conduct a continued program of advertising and promotion for the purpose of attracting visitors, tourists, and conventions to the local area and to the City by publishing and distributing brochures and community information packets, by advertising in various tourist publications and general media publications which are appropriate, by representing the City at travel shows and other such events, by participating with state and regional agencies in tourist development programs of benefit to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the resort and recreational advantages of the local area and the City.

The Chamber of Commerce further agrees that it will seek to achieve economic benefit for the City through all of such activities, that it will provide tourist-related information about the City upon request and that it will serve as an advisory body to the City, on request, in matters related to expanding the tourist-derived economy.

The Chamber of Commerce further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Chamber of Commerce further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed, by type and locations; tabulation of advertising expenditures and reported viewership; visitations to the Chamber of Commerce website, by content page; number of visitations to the center; number of tourism-related activities conducted and their attendance; number and duration of overnight hotel stays; and receipts in Hotel Occupancy Tax and Sales Tax, by month. The Chamber of Commerce should incorporate this data into its monthly activity report (see section VI), provide an analysis of trends, and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Chamber of Commerce is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Chamber of Commerce shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Chamber of Commerce shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Chamber of Commerce shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Chamber of Commerce with respect to expenditure of revenue provided.

Thereafter, the Chamber of Commerce shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the hotel/motel occupancy tax. It is further agreed by the Chamber of Commerce that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Chamber of Commerce shall maintain complete and accurate financial records of each expenditure of hotel/motel occupancy tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Chamber of Commerce will cooperate with

the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Chamber of Commerce from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

It is understood and agreed by and between the parties that the hotel/motel tax proceeds may be spent by the Chamber of Commerce for day-to-day operations including supplies, salaries, office rental, travel expenses, and other administrative costs, if same have been previously approved in the budget and does not exceed the percentage of cost that is attributed to the activities funded by the hotel/motel occupancy tax and if directly related to the promotion of tourism and marketing that will have an economic impact for the City.

VII.

This Agreement shall begin the ____ day of October 2024 and shall continue in force ending September 30, 2025. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Chamber of Commerce.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Martin Garza
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Weslaco Area Chamber of Commerce:

Barbara Jean Garza, President/CEO
Weslaco Area Chamber of Commerce
275 S. Kansas Avenue
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Chamber of Commerce from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the work plan.

X.

The Chamber of Commerce agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Chamber of Commerce, its officers, agents and employees carried out in furtherance of this Agreement. The Chamber of Commerce shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Chamber of Commerce shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

**WESLACO AREA
CHAMBER OF COMMERCE**

Omar Rodriguez, Board Chairman

ATTEST:

Barbara Jean Garza, CEO/PRESIDENT

STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS BETWEEN THE CITY OF
		WESLACO AND THE FRONTERA
CITY OF WESLACO	§	AUDUBON SOCIETY.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the 1st day of October 2024, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE FRONTERA AUDUBON SOCIETY located at 1101 S. Texas Blvd., Weslaco, Hidalgo County, Texas, hereinafter called “The Frontera Audubon”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Frontera Audubon an amount not to exceed \$53,000.00, of which \$53,000.00 will be funded through the hotel/motel occupancy tax funds. The Frontera Audubon agrees to spend all allocated funds during the term of this contract. The monies received by the City from the local hotel/motel occupancy tax and used by the Frontera Audubon for digital marketing, and solicitations and promotional materials that attract tourists to the city, derives direct tourism income benefit to the City.

The Frontera Audubon agrees that any local hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Frontera Audubon agrees to conduct a continued program of preserving and promoting the natural environment, historical restoration and preservation for the purpose of attracting visitors and tourists to the local area and to the City, and by using all appropriate means to increase the traveling public’s awareness of the historic and recreational advantages of the local area and the City.

The Frontera Audubon further agrees that it will seek to achieve economic benefit for the City through all of such activities, and that it will provide tourist-related information about the City upon request.

The Frontera Audubon further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Frontera Audubon further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed; tabulation of digital marketing and advertising expenditures and reported viewership; visitations to the Frontera Audubon website; number of visitations to the Frontera Audubon Nature Park; percentage of visitors staying in a local hotel; number of tourism-related activities conducted and their attendance, by month. The Frontera Audubon should incorporate this data into its monthly activity report (see section VI), and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Frontera Audubon is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Frontera Audubon shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Frontera Audubon shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Frontera Audubon shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any local hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Frontera Audubon with respect to expenditure of revenue provided.

Thereafter, the Frontera Audubon shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the local hotel/motel occupancy tax. It is further agreed by the Frontera Audubon that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Frontera Audubon shall maintain complete and accurate financial records of each expenditure of hotel/motel occupancy

tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Frontera Audubon will cooperate with the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Frontera Audubon from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

VII.

This Agreement shall begin the _____ day of October 2024 and shall continue in force ending September 30, 2025. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Frontera Audubon.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Martin Garza
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Frontera Audubon Society:

Christine Warren
Frontera Audubon Society
1101 S. Texas Blvd.
Weslaco, Texas 78596

IX.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Frontera Audubon from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the Application for Funding.

X.

The Frontera Audubon agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Frontera Audubon, its officers, agents and employees carried out in furtherance of this Agreement. The Frontera Audubon shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Frontera Audubon shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

FRONTERA AUDUBON

Travis McDaniel, President

ATTEST:

**Christine Warren,
Director**

STATE OF TEXAS	§	SPECIAL SERVICES AGREEMENT ON
		HOTEL/MOTEL ROOM OCCUPANCY
COUNTY OF HIDALGO	§	TAX PROCEEDS AND SALES TAX
		PROCEEDS BETWEEN THE CITY OF
CITY OF WESLACO	§	WESLACO AND THE LOWER RIO
		GRANDE VALLEY NATURE CENTER.

PUBLICITY AND TOURISM AGREEMENT

This agreement made this the ____ day of October 2024, by and between THE CITY OF WESLACO, a home-ruled municipal corporation located at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas hereinafter called “The City” and THE LOWER RIO GRANDE VALLEY NATURE CENTER located at 301 S. Border Avenue, Weslaco, Hidalgo County, Texas, hereinafter called “The Valley Nature Center”.

I.

The City by authority of powers granted to it under state statutes and its home-rule charter has heretofore enacted a local hotel/motel occupancy tax on occupants of hotels or motels within the City.

II.

As part of its obligation under state statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel/motel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to pay to the Valley Nature Center an amount not to exceed \$72,560, of which \$72,560 will be funded through the hotel/motel occupancy tax funds. The Valley Nature Center agrees to spend all allocated funds during the term of this contract. The monies received by the City from the hotel/motel occupancy tax and used by the Valley Nature Center for preserving and promoting the unique natural environment of the Lower Rio Grande Valley and promoting tourism in the City derives direct tourism income benefit to the City.

The Valley Nature Center agrees that any hotel/motel occupancy tax funds paid to it by the City shall be used only in the following specific areas shown on Exhibit “A” Application for Funding. The Valley Nature Center agrees to attend and participate in at least three (3) domestic Nature Trade Shows and develop a Spring Festival that will highlight spring migration and wildflowers, and by using all appropriate means to increase the traveling public’s awareness of the historic and recreational advantages of the local area and the City.

The Valley Nature Center further agrees that it will seek to achieve economic benefit for the City through all such activities, and that it will provide tourist-related information about the City upon request.

The Valley Nature Center further agrees that it will undertake all reasonable efforts to spend at least 25% of the hotel/motel occupancy tax funds received from the City in the Weslaco Market area.

III. Performance Measures

The Valley Nature Center further agrees that it will undertake all reasonable efforts to quantify performance measurements for the purpose of comparative analysis on the efficiency and effectiveness of various inputs and outcomes. Such data should include, but is not limited to, the following: amount of promotional literature distributed; tabulation of advertising expenditures and reported viewership; visitations to the Valley Nature Center website; number of visitations to the Valley Nature Center; percentage of visitors staying in a local hotel; number of tourism-related activities conducted and their attendance, by month. The Valley Nature Center should incorporate this data into its monthly activity report (see section VI), and upon request of the Weslaco City Commission or its staff, shall make these performance measurements available for inspection and review.

IV.

It is expressly understood and agreed by and between the parties that the Valley Nature Center is contracted and engaged as an independent contractor and is not an officer, agent or employee of the City.

V.

The Valley Nature Center shall secure sufficient numbers of employees to comply with the terms of this Agreement. The Valley Nature Center shall further provide such office space, equipment, supplies and other materials as may be necessary to accomplish the purpose of this Agreement.

VI.

The Valley Nature Center shall provide to the City, prior to obtaining any hotel/motel occupancy tax proceeds, a proposed budget for the upcoming year, said budget to be approved by the City Commission in writing in advance of the release of any hotel/motel occupancy tax funds. It is understood and agreed by and between the parties that, upon budget approval by the municipality, a fiduciary duty is created in the Valley Nature Center with respect to expenditure of revenue provided.

Thereafter, the Valley Nature Center shall provide to the City monthly financial and activity reports, on the approved projects that are conducted to benefit the City of Weslaco, as well as an end-of-the-year financial report listing the expenditures made from the revenues from the hotel/motel occupancy tax. It is further agreed by the Valley Nature Center that it shall maintain said revenue in a separate account established for that purpose and that it shall not commingle the revenues with any other money or maintain it in any other account. The Valley Nature Center shall maintain complete and accurate financial records of each expenditure of hotel/motel

occupancy tax revenue and, upon request of the Weslaco City Commission or its staff, shall make the records available for inspection and review. The Valley Nature Center will cooperate with the City of Weslaco on an annual independent audit of the hotel/motel tax funds received by the Valley Nature Center from the City of Weslaco. The audit will be performed in conjunction with the City of Weslaco Annual Audit.

VII.

This Agreement shall begin the _____ day of October 2024 and shall continue in force ending September 30, 2025. The City shall have the option to terminate this Agreement at any time and for any reason within thirty (30) days after giving such notice of its intent to the Valley Nature Center.

VIII.

Any notice that is sent pursuant to this Agreement shall be sent to the following addresses:

If to the City of Weslaco:

Martin Garza
City Manager
City of Weslaco
255 S. Kansas Avenue
Weslaco, Texas 78596

If to the Valley Nature Center:

Ms. Hollie Johnston
Lower Rio Grande Valley Nature Center
301 S. Border Avenue
Weslaco, Texas 78596

X.

No part of this Agreement may be assigned without the prior written consent of the other party, and any attempted assignment of benefits or rights or delegation of duties or obligations shall be a breach of this Agreement. However, nothing in this Agreement shall prohibit the Valley Nature Center from participating with regional or state tourism programs or to contract for joint promotion with other agencies as long as these programs or promotions do not conflict with the Application for Funding.

X.

The Valley Nature Center agrees to and shall indemnify and hold harmless and defend the City, its officers, agents, and employees for expenses of litigation, court costs, attorney's fees and from any and all claims, losses, causes of action and damages, suits, and liability of every kind including injury arising from or in connection with the operations of the Valley Nature Center, its officers, agents and employees carried out in furtherance of this Agreement. The Valley Nature Center shall carry or cause to be carried public liability, bodily injury insurance on all automobiles used in the operations embraced by this agreement in the amount of \$1,000,000 million combined single limits. The Valley Nature Center shall carry or cause to be carried general liability insurance in the amount of \$1,000,000 million per occurrence naming the City as a covered party. Said insurance policies shall name the City as an additional insured and covered party. Said policies, or duplicate originals thereof, must be filed with the City before any operations contemplated by the Agreement are begun.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

CITY OF WESLACO

Adrian Gonzalez, MAYOR

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Juan E. Gonzalez, CITY ATTORNEY

VALLEY NATURE CENTER

Robert Donalson, President

ATTEST:

Hollie Johnston, Director



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-873	
From:			
Subject: Discussion and Consideration on the renewal of a Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 for the public purposes services and activities in this contract, effective October 1, 2024 through September 30, 2025 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The city annually funds the Weslaco Boys & Girls Club to provide services and activities for the children of the community. The City has elected to continue funding the Boys & Girls Club with \$75,000 contribution coming from the General Fund.			
Funding Source (budget code, if applicable): 101-5140-528476			
Amount: \$75,000		Term of Impact: 1 YEAR	Identified in Current Budget: YES
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 Finance Director.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 100124 BGC PPSC, FY 2025 BGC Public Purposes Contract			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: September 18, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Weslaco Boys & Girls Club Public Purpose Services Contract

.....

The City annually promotes cultural and recreational programs for its citizens. The City will continue these services and will extend funding for fiscal year 2025.

We have budgeted \$75,000 from our general fund for the Boys and Girls Club, which is the same amount as last fiscal year.

Staff recommends approval.

THE STATE OF TEXAS

COUNT OF HIDALGO

PUBLIC PURPOSE SERVICES
CONTRACT BETWEEN THE
CITY OF WESLACO AND
THE
CITY OF WESLACO
BOYS AND GIRLS
CLUB OF

This Contract is entered into on this 1st the day of October 2024, by and between the City of Weslaco, a Home-ruled Municipal Corporation of Hidalgo County, Texas (hereinafter called "City") and The Boys and Girls Club of Weslaco, Inc. (hereinafter called "Contractor").

Whereas City is interested in assisting Contractor in providing the city and citizens of Weslaco with such services that accomplish a legitimate public purpose, as is mandated by Article III, Section 52(a) of the Texas Constitution and such services are desirable by the City of Weslaco and such services are identified below and incorporated herein for all purposes; and

Whereas, City has available certain public funds that may be spent for services which accomplish legitimate public purposes; and

Whereas the City desires to negotiate with Contractor to provide these public purpose services to the City of Weslaco; and

Whereas, the Contractor, upon accepting these public funds obligates and commits itself to provide these public purpose services during the duration of this contract; and

Whereas Contractor is the sole source and only organization or entity that can provide the public purpose services that are described in this contract.

SECTION I.

Contractor agrees to use the public funds it is to receive from City to provide the public purpose services described in Exhibit "A" for the duration of the term of this contract and under the conditions set forth herein. Contractor will be acting as an Independent Contractor in the performance of the terms and conditions of this contract. In consideration of the continued provision of the services in the quality and quantity as represented by Contractor to City, City shall make payment to Contractor as provided in Section VII of this contract.

SECTION II. RECORDS AND REPORTING

Contractor agrees to furnish City its budget and all related expenditures for the duration of this contract. Contractor will maintain all records of operation for the period of this contract that confirms and establishes that the funds furnished by City are and have been used exclusively for the purposes as outlined and detailed herein. A written report of expenditures and the progress of the activities will be submitted on a monthly basis to City. Contractor will, if requested by City, make presentations to the Weslaco City Commission, of the status of the expenditures of public monies and the status of the activities contracted for in this Contract. Contractor acknowledges and agrees that records (as the term is defined under the Texas Open Records Act) produced by the expenditure of funds received from the City hereunder are and will be subject to public disclosure. Contractor will develop procedures to disclose this information to the public. Contractor will have fiduciary duty to the City with respect to the public funds Contractor receives from the City.

SECTION III. DISCRIMINATION PROHIBITED

Contractor agrees not to exclude any person from participating in or be subject to discrimination under any of the program's activities receiving City financial assistance on the ground of race, color, religion, sex, national origin or disability.

SECTION IV. SUSPENSION AND TERMINATION

If Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or Contractor violates any of the agreements or stipulation of this contract, then the Contractor shall have thirty (30) days after the date of notice, in writing, from City to cure or correct such defect or failure unless City requires that the defect should be cured in a shorter time period as set out in such notice, in which case the earlier requirement for correction shall apply. The City may terminate this contract and seek reimbursement of all funds from the City to Contractor hereunder after such period. Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of any breach of this contract by Contractor and the City may withhold any payments to Contractor for the purpose as set out and until such time as the exact amount of damages due to the City from Contractor is determined. The failure of the City to exercise any right shall in no way constitute a waiver by the City of Weslaco to otherwise demand payment or seek any other relief in law or in equity to which it may justly entitled.

SECTION V.
REVERSION OF ASSETS

Contractor agrees that should it discontinue the operations as provided for herein, then it shall remit all monies relating to any funds to the City upon receipt after the discontinuance of such program. Upon such event, the City is hereby appointed as agent for the purpose of collection of such funds and any unexpended funds still remaining will be appropriated to eligible City activities in keeping with the City's budgetary process.

SECTION VI.
TIME OF PERFORMANCE

Time of performance for this Contract shall be for seasonal activities during the city's fiscal year, which begins October 1, 2024 and ends September 30, 2025.

SECTION VII.
PAYMENTS TO CONTRACTOR

. City hereby agrees to pay Contractor Seventy-Five Thousand and 00/ 100 Dollars (\$75,000.00) in twelve (12) equally monthly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each for public purpose services and activities in this contract. Contractor shall invoice City and City shall make payment within thirty (30) days of invoice date. The invoice shall detail all activities Contractor, expenses incurred, the number of boys and girls served, and the activities engaged in that are contracted for in this contract.

SECTION VIII.
AUDIT

Contractor agrees to furnish City with an audit certified by a certified public accountant covering the contract year with specific receipts and disbursements of the payments to Contractor hereunder. Contractor agrees to require any such auditor to cooperate with City relating to any inquiries by City as to the provisions of such audit. City may conduct service and/or expenditure audits during the term or for one year after the expiration date hereof. Contractor agrees to furnish any records requested by City and to otherwise cooperate with City in relation to any inquiries made by City in the City audit hereunder.

SECTION IX.
DEFAULT

Any signatory party to this Contract, who because of the other party's breach hereof may be required to institute any legal proceedings in relationship to this

Contract, and who should prevail in any such legal proceedings, shall be entitled to recover court costs and reasonable attorney's fees from the non- prevailing party. The term prevailing party shall mean in the case of the Plaintiff, the party who receives in substantial form or amount the relief sought by such party as set out in the final petition before the court; and as to any Defendant, it shall be considered a prevailing party where the Plaintiff did not substantially recover the relief sought.

SECTION X.
VENUE AND REMEDIES

Venue in any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas. This Contract shall be governed, interpreted and enforceable according to the laws of the State of Texas. In addition to any other remedy available by law, it is specifically provided that either party hereto may enforce this Contract by specific performance in a court of competent jurisdiction.

SECTION XI.
NOTICES AND ADDRESS

All notices provided to given under this Contract shall be given by certified mail, return receipt requested, addressed to the proper party. The date of mailing of any notice under this Contract shall be deemed to be the date such notice is received and shall be effective from such date. The addresses of the parties to this Contract are as follows:

CITY

CITY OF WESLACO
255 S. Kansas Avenue
Weslaco, TX 78596
Attn.: City Manager

CONTRACTOR

BOYS' AND GIRLS' CLUB OF
WESLACO
300 N. Airport Drive Suite A
Weslaco, TX 78596
Attn.: Executive Director

I
SECTION XII.
PARTIES BOUND

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where _permitted by this Contract. The persons signing this Contract on behalf of the City and Contractor warrant that he/she has been duly authorized to execute this Contract and legally bind the City and Contractor to this Contract.

SECTION XIII.
LEGAL CONSTRUCTION

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

SECTION XIV.
AMENDMENT

No amendment, modification, or alteration of the terms hereof shall be binding unless the same is in writing, dated and subsequent to the date hereof and duly executed by the parties hereto after proper authority has been obtained.

SECTION XV.
WAIVER OF DEFAULT

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

SECTION XVI.
ENUMERATION OF CONTRACT
DOCUMENTS

This Contract shall be in accordance with and subject to the provisions of all documents enumerated herein or which may be attached hereto by mutual consent of the contracting parties at any future date and are hereby made a part of this Contract unless otherwise provided for. This Contract contains the entire agreement of the parties and cannot be changed except by express written agreement. The Contract document so enumerated is:

Statement of Work, EXHIBIT "A"

Attachment, Definition of FIVE SERVICE CORE PROGRAM, EXHIBIT "B"

SECTION XVII.
LIABILITY INSURANCE

Contractor will provide, upon execution of this Contract, City with a certificate of general liability insurance naming the City of Weslaco as an additional insured, protecting and insuring the City against claims for liability for bodily injury or other damages by youth or other individuals engaged in the activities funded by this Contract. Contract will hold harmless and indemnify the City of Weslaco, its elected officials, employees, agents or representatives from all claims, actions and

damages that are made and assessed against the City of Weslaco, its elected officials, employees, agents or representatives as a result of Contractor's performance of activities and services under this Contract.

IN WITNESS THEREOF, City and Contractor have executed two (2) conformed copies of this Contract effective as of the date first above written.

CITY OF WESLACO

Adrian Gonzalez, Mayor

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AS TO FORM:

Juan E. Gonzalez, City Attorney

BOYS' AND GIRLS' CLUB OF
WESLACO

Mary Lopez, CHIEF PROFESSIONAL
OFFICER (EXECUTIVE DIRECTOR)

EXHIBIT A

Statement of Work

The funding of **\$75,000** will be for paying staff salaries, membership insurance, BGCA Dues, and all equipment necessary to maintain the everyday programs of The Boys and Girls Club of Weslaco, INC.

The following services will be performed in the following via the 5 Service Core Programs
(see attached for definition of service core program):

1. Provide guidance in behavior and promote health, social education, vocational, and characters development of boys and girls.
2. Provide educational enhancement of computer applications.
3. provide community- wide programs such as flag football, t-ball, slow pitch, softball, senior and peewee basketball, gymnastics, karate and volleyball.
4. Enhance leadership skill and provide opportunities for planning, decision making and contributing to the club and the community.
5. Provide opportunities for career explorations.
6. Provide a highly enriched remedial program, which concentrates in reading, writing, and arithmetic, arts and crafts, outdoor and environmental education, liberal arts and music.
7. Provide preventive programs such as "SMART Moves," which deal with alcohol abuse, drug abuse, pregnancy prevention, violence prevention, gangs and school dropouts.
8. Provide guidance and counseling for the youth who are referred to Club for community service.

The following services will be maintained as a result of the City fund expenditures:

1. Teen outreach program;
2. Violence prevention programs;
3. on- the Job training program;
4. Promote Membership;
5. Expend the number of members participating daily;
6. Help at risk youth realize their potential growth and development; and Extend our service to teens.

The following type of beneficiaries will be served:

1. At risk youth 6-18 years of age; and
2. Low income children.

The services will be provided at the following address/ location(s):

Mayor Pablo G. Pena City Park, at 300 N Airport Dr., 78596

EXHIBIT B

Five Service Core Programs

CHARACTER DEVELOPMENT AND LEADERSHIP DEVELOPMENT empower youth to support and influence their Club and Community, sustain meaningful relationships with others, develop a positive self-image, participate in the democratic process and respect their own and other cultural identities.

Programs include: Teen Supreme Keystone Clubs, Torch Clubs, Youth of the Year, Talking with TO. , Street Smart, SMART Girls, Leadership training for junior staff, voter registration drives, community service project, town hall meetings, youth councils, etc.

EDUCATION AND CAREER DEVELOPMENT enable youth to become proficient in basic educational disciplines, apply learning to everyday situations and embrace technology to optimize employability.

Programs include: Power Hour, Homework help, the Ultimate Journey, tutoring, newspaper Clubs, puzzles, education games (Scrabble, Boggle, Trivial Pursuit, Voyagers, etc.), motivational reading programs, typing skills, Internet exploration, utilizing computer technology to improve the quality of life.

HEALTH AND LIFE SKILLS develop young people's capacity to engage in positive behaviors that nurture their own well-being, set personal goals and develop the competencies to live successfully as self-sufficient adults.

Programs include: SMART Moves, Broader Horizons, Goals for Growth, youth entrepreneur programs, health and prevention programs, independent living classes.

THE ARTS enable youth to develop their creativity and cultural awareness through knowledge and appreciation to visual and tactile arts and crafts, performing arts and creative writing.

Programs include: Drawing, dance, folk festivals, origami, painting photography, puppetry, sculpture, storytelling, and woodworking.

SPORTS, FITNESS AND RECREATION develop fitness, positive use of leisure time, skills for stress management, appreciation for the environment and social and interpersonal skills.

Program includes: Team sports (baseball, basketball, football, soccer, volleyball), individual sports (track & field, tennis, golf, gymnastics, billiards, table tennis, board and table games, martial arts, wrestling), fitness testing aerobics relay races, athletic leagues and tournaments.



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-876	
From: Rosalinda Cavazos			
Subject: Discussion and consideration on Resolution 2024-69 to adopt the annual Investment Policy for the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The Public Investments Funds Act requires annual reviewal and approval as per Section 2256 of the Texas Governmental Code.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Resolution Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the Resolution.			
Attachments, if any: 100124 ADOPTION OF INVESTMENT POLICY, Investment Policy-COW , R2024-69 Adopting Investment Policy			
Responsibilities upon Approval: File.			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: September 20, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Investment Policy

.....

I have attached the City of Weslaco's Investment Policy which was last reviewed and adopted on October 10, 2023.

Chapter 2256, Government Code .005(e) states that the "Governing body must annually review policy and strategies". As the Investment Officer, I have reviewed the policy and have no recommendation to change its present structure.

Staff recommend acceptance of the Investment Policy as presented.

CITY OF WESLACO, TEXAS

INVESTMENT POLICY

I. INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Weslaco to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. Chapter 2256 of the Government Code, as amended from time to time by the Texas State Legislature ("Public Funds Investment Act") requires each city to adopt rules governing its investment practices and to define the authority of the investment official. The Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and prudent fiscal management of the City of Weslaco's funds.

II. INVESTMENT STRATEGY

The City of Weslaco maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short-to-medium-term securities which will complement each other in a liability matching or a laddered maturity structure. The dollar weighted average maturity of 12 months or less will be calculated using the stated final maturity date of each security.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate term maturities.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated

cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in investment pools, money market funds, collateralized bank deposits or highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

III. SCOPE

This investment policy applies to all financial assets held directly by the City of Weslaco. These financial assets are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include all monies in the following funds:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Fund
- Internal Service Funds
- Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately
- Any new fund created by the governing body, unless specifically exempted.

Financial assets of the entity held and invested by trustees or fiscal agents are excluded from these policies; however, such assets shall be invested in accordance with state laws applicable to the investment of local government funds and in accordance with the City's primary investment objectives.

IV. INVESTMENT OBJECTIVES

The City of Weslaco shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and local law.

The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term

investment of pooled idle cash.

- A. Safety.** Safety of principal is the foremost objective of the City's investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Each transaction shall be conducted in a manner to avoid capital losses, whether from securities defaults or erosion of market value.
- B. Liquidity.** The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.
- C. Yield.** The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.
- D. Public Trust.** Participants in the City's investment process shall act responsibly as public trust custodians. Investment officials shall avoid transactions which might impair public confidence in the City's ability to govern effectively.

V. RESPONSIBILITY AND CONTROL

- A. Investment Officer.** Management responsibility for the City's investment program is hereby delegated to (1) City Manager, (2) Finance Director, and (3) Assistant Finance Director, hereafter referred to as "Investment Officer". The Investment Officer shall have the authority, subject to the approval of the City Commission, to establish additional specific written procedures for the operation of the investment program which are consistent with this investment policy. The procedures shall include explicit delegation of authority, if any, to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and procedures established by the Investment Officer. The Investment Officer shall be ultimately responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and employees. The Investment Officer shall attend at least one ten (10) hour training session relating to the officer's responsibility under the Act within 12 months after assuming duties. In addition to this initial ten (10) hour training requirement, the Investment Officer shall receive not less than eight (8) hours of instruction every two years thereafter, that

begins on the first day of the City's fiscal year and consists of two consecutive fiscal years after that date. Such training shall be sponsored by an independent source and must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

B. Internal Controls. The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Investment Officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion.
2. Separation of transaction authority from accounting and record keeping.
3. Custodial safekeeping.
4. Clear delegation of authority to subordinate staff members.
5. Written confirmation for telephone (voice) transactions for investments and wire transfers.
6. Development of a wire transfer agreement with the depository bank or third party custodian.

VI. PRUDENT PERSON RULE

The actions of the Investment Officer in the performance of his or her duties as manager of the City's funds shall be evaluated using the "prudent person" standard. Investments shall be made with judgment and care under prevailing circumstances which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

The Investment Officer acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's performance, provided that deviations from expectations are reported in a timely fashion to the City Commission and

appropriate action is taken to control adverse developments.

VII. ETHICS AND CONFLICTS OF INTEREST

City staff involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. City staff shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. City staff shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An investment officer of the city who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual selling to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

VIII. INVESTMENTS

The funds of the City available for investment shall be invested in accordance with this policy and all applicable state statutes only in the following types of investment instruments.

Authorized Investments:

1. Obligations, including letters of credit, of the United States and of its agencies and instrumentalities, which have a liquid market with a readily determinable market value.
2. Direct obligations of the State of Texas and agencies and instrumentalities thereof.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States, including those fully insured by the Federal Deposit Insurance Corporation (FDIC).

4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
5. Certificates of deposit issued by a depository institution that has its main office or branch office in Texas:
 - a. And such Certificates of Deposit are:
 1. Guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or
 2. Secured by obligations that are described in Numbers 1, 2 or 3 set forth above.
 - b. Or such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Government Code (Public Funds Investment Act) as amended.
6. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations set forth in Number 1 above pledged with a third party, other than an agency for the pledger, and purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
7. Investment pools which invest in instruments and follow practices allowed by current law. A thorough investigation of the pool is required prior to investing, and on a continual basis. The City Commission must approve a formal agreement to participate (by resolution) in each pool providing services to the City. The pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Not Authorized:

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

1. Banker's Acceptances
2. "Bond" Mutual Funds
3. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

4. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
5. Collateralized mortgage obligations that have a stated final maturity date of greater than 5 years.
6. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

IX. DIVERSIFICATION OF INVESTMENTS

The City recognizes that some level of risk is inherent in any investment transaction. Losses may be incurred due to issuer default, market price changes, or closing investments prior to maturity due to unanticipated cash flow needs. Diversification of the City's investment portfolio by institution, type of investment instrument, and term in maturity is the primary method to minimize investment risk. With the exception of U.S. Treasury securities, authorized pools, and insured or collateralized Certificates of Deposit, no more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution. Any portfolio security whose credit rating is placed on review for downgrade must be evaluated by the investment officer to determine if it is prudent to liquidate. Investments subsequently downgraded below the required minimum credit rating should be liquidated in a prudent manner.

X. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

Depository. At least every five years a depository(ies) shall be selected through the City's banking services procurement process, which shall include a formal request for proposals (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Investment Officer shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

Certificates of Deposit. Banks and other financial institutions seeking to establish eligibility for the City's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Investment Officer.

Securities Dealers. The Investment Officer shall maintain a list of financial institutions authorized to provide investment services to the City. In addition, a list shall be maintained of approved security brokers/dealers selected by credit worthiness who are authorized to provide investment

services in the State of Texas. All securities dealers shall provide the City with references from public entities that they are currently serving.

All financial institutions and broker/dealers who desire to provide investment services to the City shall execute a written statement stating that an authorized principal of the business has received and thoroughly reviewed the investment policy and that reasonable procedures and controls have been implemented to preclude imprudent investment activities. Additionally, these firms should supply the Investment Officer with information sufficient to adequately evaluate the institution and answer any and all inquiries posed by the Investment Officer or the City Commission, including the following information:

1. Audited financial statements.
2. Regulatory reports on financial condition.
3. Completed broker/dealer questionnaire.
4. Proof of National Association of Security Dealers (NASD) Certification or Financial Industry Regulatory Authority (FINRA) certifications and proof of state registration.
5. Any additional information considered necessary to allow the Investment Officer to evaluate the credit worthiness of the institution.

Financial Advisors. Financial advisors may be retained by the city under contract for periods not to exceed five years.

Investment Pools. A thorough investigation of the pool is required prior to investing, and on a continual basis. All investment pools must supply the following information in order to be eligible to receive funds:

1. The types of investments in which money is allowed to be invested.
2. The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
3. The maximum stated maturity date any investment security within the portfolio has.
4. The objectives of the pool.
5. The size of the pool.

6. The names of the members of the advisory board of the pool and the dates their terms expire.
7. The custodian bank that will safekeep the pool's assets.
8. Whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation.
9. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
10. The name and address of the independent auditor of the pool.
11. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
12. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.
13. A description of interest calculations and how interest is distributed, and how gains and losses are treated.

The Investment Officer shall evaluate the financial capacity and credit worthiness of financial institutions and broker/dealers prior to the placement of any City investments. The Investment Officer shall conduct an annual review of the financial condition and registrations of financial institutions and broker/dealers and, based on the review, make any recommendations regarding investment policy or program changes determined to be necessary.

XI. SAFEKEEPING AND CUSTODY

Insurance or Collateral. All deposits and investments of City funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC or FSLIC. Evidence of the pledged collateral shall be maintained by the

Investment Officer or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed monthly to assure that the market value of the pledged securities is adequate. The right of collateral substitution is hereby granted upon written approval by the Investment Officer.

Safekeeping Agreement. Collateral pledged to secure deposits of the City shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the City, the firm pledging the collateral, and the Trustee.

Delivery vs. Payment. All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the City or held on behalf of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Internal Control. The safekeeping procedures utilized in the City's investment program shall be reviewed annually by the independent auditor. This review will provide internal control by assuring compliance with policies and procedures. The Investment Officer and any other officers or employees of the City authorized to engage in investment transactions shall be bonded in an amount established by the governing body.

XII. INVESTMENT REPORTING

The Investment Officer shall prepare and submit to the City Commission at least quarterly a report regarding the status of the City's investment program. As to each investment, the report shall include the following information:

1. A listing of individual securities held at the end of the reporting period. This list will include the name of the fund for which each individual investment was acquired.

2. Unrealized gains and losses resulting from appreciation or depreciation by listing ending book and market value of securities for the period.
3. Average life and final maturity of an investment listed.
4. Coupon, discount or earnings rate.
5. Percentage yield on an annualized basis.
6. Purchase date and purchase price.
7. Percentage of the Portfolio represented by each investment category.
8. Statement of compliance of the City's investment portfolio with State Law and investment strategy and policy approved by the City Commission.

In addition, the report shall explain the quarter's total investment return and compare the return with applicable benchmarks.

The quarterly report shall also summarize recent market conditions, economic developments and anticipated investment conditions, and indicate any areas of policy concern and suggested revisions of investment strategies. Copies of the report shall be submitted to the City Manager and City Commission.

XIII. AUDIT

In connection with the audit of City funds conducted by an independent certified public accountant, the auditor shall conduct a review of the City's investment program, including internal controls and procedures, and the results of the reviews, including recommended changes, shall be included in the City's audit.

XIV. INVESTMENT POLICY ADOPTION

The City of Weslaco's **INVESTMENT POLICY** shall be adopted by resolution of the City Commission. The policy shall be reviewed for effectiveness on an annual basis by the Investment Officer and any modifications will be recommended for approval to the City Commission. The City Commission shall review these investment policies and strategies not less than annually and any amendments to this policy must be made by

resolution of the City Commission.

Any investment held on the date of initial adoption of this policy shall be exempted from its provisions. At maturity or liquidation, the monies so invested, if reinvested, shall be reinvested only in accordance with this policy. The Investment Officer may take a reasonable period of time to adjust the existing portfolio to the provisions of this policy in order to avoid the premature liquidation of any current investment.

RESOLUTION NO. 2024-69

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS APPROVING THE
INVESTMENT POLICY AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 2256 of the Texas Government Code, also known as the Public Funds Investment Act (PFIA), requires the governing body of an investing entity to adopt by rule, order ordinance, or resolution, a written investment policy regarding the investment of its funds; and

WHEREAS, once an investment policy has been adopted, the PFIA also requires the governing body to review the investment policy and investment strategies annually; and

WHEREAS, the PFIA states that the governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies; and

WHEREAS, the City's designated Investment Officer has reviewed the current investment policy and recommends changes as presented herein and recommends approval; and

WHEREAS, the City Commission desires to approve the amended Investment Policy;

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

SECTION 1. THAT, the City Commission has reviewed the attached Investment Policy for the City of Weslaco and the policies and strategies contained therein (Attachment "A").

SECTION 2. THAT the City Commission hereby adopts the attached Investment Policy as the City's Investment Policy.

SECTION 3. THAT all resolutions, or parts of resolutions in force with provisions relating to this resolution, which are inconsistent or in conflict with the terms or provisions contained herein, are hereby repealed to the extent of any such conflict only. The non-conflicting sections, sentences, paragraphs, and phrases shall remain in full force and effect.

SECTION 4. THAT this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 1st day of October 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-928	
From:			
Subject: Discussion and consideration to award the best qualified, most advantageous respondent to the Request for Qualifications for the creation of a Tax Increment Reinvestment Zone (TIRZ) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: City Staff was authorized to solicit qualifications for a firm to help with the development of a Tax Increment Reinvestment Zone (TIRZ). The City received two bids from ABHR and TXP on August 23, 2024. A committee was selected, which included the Finance Director, Planning & Code Enforcement Director, City Engineer, and Public Works Director, to perform evaluation on the TIRZ qualifications.			
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: City Manager is abstaining from recommendation.			
Staff Recommendation: Staff recommends the award to TXP, Inc.			
Attachments, if any: 100124 TIRZ AWARD, EVALUATION MATRIX 2023-24-35 TIRZ, TXP_Weslaco_EconomicDevelopmentConsultingServices_082224, ABHR, LLP - Weslaco_TIRZ_final			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: September 20, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Tax Increment Reinvestment Zone Consultant.

.....

The City was given approval to solicit qualifications for a consultant to help create a Tax Increment Reinvestment Zone (TIRZ) for the City of Weslaco.

On August 23, 2024, the city received two submissions from ABHR, LLP, and TXP, Inc. The City Engineer, Public Works Director, Planning and Code Enforcement Director and the Finance Director created an evaluation committee to review the submission and make a recommendation. The Evaluation Committee's results are attached as are the two submissions.

The evaluation committee scores rank TXP, Inc as the best qualified and most advantageous respondent for the TIRZ Consultant RFQ.

Staff recommends the Commission allow staff to negotiate a contract with TXP, Inc.

CITY OF WESLACO
TAX INCREMENT REINVESTMENT ZONE (TIRZ)
RFQ NO.: 2023-24-35

	EVALUATOR	ABHR	TXP
1. Qualifications, experience and expertise	ROSIE CAVAZOS	30	35
	ALBERT ALDANA	38	40
	DAVID ARCE	38	40
	REBEKAH DE LA FUENTE	30	35
CRITERIA 1 AVERAGE	MAX 40 POINTS	34.00	37.50
2. Firms profile, staff resources, it's principals, current workload	ROSIE CAVAZOS	25	25
	ALBERT ALDANA	25	28
	DAVID ARCE	23	25
	REBEKAH DE LA FUENTE	25	25
CRITERIA 2 AVERAGE	MAX 30 POINTS	24.50	25.75
3. Firm's approach to TIRZ consulting	ROSIE CAVAZOS	15	15
	ALBERT ALDANA	18	20
	DAVID ARCE	17	18
	REBEKAH DE LA FUENTE	15	18
CRITERIA 3 AVERAGE	MAX 20 POINTS	16.25	17.75
4. Firm's projects within last five years and references	ROSIE CAVAZOS	5	10
	ALBERT ALDANA	8	10
	DAVID ARCE	8	10
	REBEKAH DE LA FUENTE	8	10
CRITERIA 4 AVERAGE	MAX 10 POINTS	7.25	10.00
AVERAGE BY EVALUATOR	ROSIE CAVAZOS	75.00	85.00
AVERAGE BY EVALUATOR	ALBERT ALDANA	89.00	98.00
AVERAGE BY EVALUATOR	DAVID ARCE	86.00	93.00
AVERAGE BY EVALUATOR	REBEKAH DE LA FUENTE	78.00	88.00
TOTAL POINTS	MAX 100 POINTS	82.00	91.00
	ABHR		TXP
	2		1

RFQ opening held on August 23, 2024 at 10:00 AM
Score matrix created by Homer Rhodes, Purchasing Agent

TAX INCREMENT REINVESTMENT ZONE CONSULTANT SERVICES RFQ: 2023-24-35



August 23, 2024

Response prepared by



TXP, Inc.

Travis D. James

1310 South 1st Street, Suite 105

Austin, Texas 78704

(512) 328-8300 phone

www.txp.com

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Statement of Understanding

TXP, Inc. is pleased to respond to the Request for Qualifications (RFQ) for Tax Increment or Transportation Reinvestment Zone(s) Administration and Feasibility Services (TIRZ) for the City of Weslaco. TXP has a multi-disciplinary team that can provide the external support required, with experts in economic and demographic forecasting, fiscal impact analysis, and public finance. The project team has worked on numerous TIRZ projects throughout Texas and is familiar with the issues, trends, and challenges influencing the Rio Grande Valley. TXP is located in Austin, Texas. Project staff can easily travel to Weslaco for in-person presentations or City Council meetings.

TXP has significant experience assisting clients with all phases of TIRZs, as well as similar public finance tools such as Transportation Reinvestment Zones (TRZ) and Public Improvement Districts (PID). TXP has worked for the majority of Regional Mobility Authorities in Texas that have implemented TRZs. *Note, TXP will use the term “TIRZ” as a reference to both TIRZ, TRZ, and the general value capture concept throughout this proposal.*

First, TXP offers unbiased guidance regarding whether a TIRZ or any other instrument is the appropriate financing mechanism to implement. Second, TXP is frequently retained to review and update the tax revenue projections of existing TIRZs. Third, TXP has a 30-year track record of successfully working with all levels of government including cities, counties, hospital districts, community colleges, and water districts. Past clients for this type of analysis include the cities of Austin, Brownsville, Corpus Christi, Del Rio, El Paso, Fort Worth, Harlingen, and San Antonio. Last, the firm has experience working on both smaller Downtown and larger acreage TIRZ plans that have unique characteristics, including:

- City of Brownsville Madeira Espiritu Santo TIRZ (1,300 acres)
- City of Denton Downtown TIRZ (243 acres)
- City of El Paso Eastside Sports Complex (800 acres)
- City of Fort Worth Trinity River Vision TIRZ (4,000 acres)
- City of New Braunfels Historic River Mill TIRZ (72 acres)
- City of San Antonio Midtown TIRZ (458 acres)
- City of Seguin Downtown TIRZ (150 acres)

Creating a new TIRZ will require TXP to evaluate a wide range of items such as economic and demographic forecasts, land plans, infrastructure development, public finance, stakeholder input, and coordination with other public sector jurisdictions. While state law dictates many of the steps and procedures required to establish a TIRZ, each community requires a different level of support based on the size of the project, public involvement, and the complexity of the finance plan. The TXP project team will engage the City of Weslaco’s legal

resources as well as other departments (e.g., public works on infrastructure costs) to support this effort.

The project team believes that a TIRZ can be used as an effective tool to support and promote development. However, the creation of a TIRZ in and of itself is not sufficient to spur new development or generate tax revenue. Cities sometime create TIRZs with the expectation that simply establishing a TIRZ will cause new property value growth. The project team has found that the most successful TIRZs have a project and finance plan that adequately addresses the following questions:

1. Does the plan clearly articulate its goals and explain how development will occur?
2. Are the infrastructure improvements prioritized?
3. Is the plan flexible so that it can adapt to changing market conditions?
4. Will the participating public sector entities provide some initial funding or “seed capital” while the TIRZ builds up tax revenue increment in the early years?
5. How will the participating public sector entities respond to requests for tax abatements or incentives that would take money away from the TIRZ?
6. Should the TIRZ be pay as you go or contemplate debt?
7. What percent of the tax increment should be allocated to the TIRZ?
8. Will the city consider allocating both property tax and sales tax to the TIRZ?
9. How long do the participating public sector entities want to keep the TIRZ in place?
10. Does the TIRZ project plan reflect community priorities and have community support?

A successful TIRZ will require a step-by-step approach to implement. The TXP project team has developed a scope of work that attempts to address the items in the RFQ while recognizing that any TIRZ analysis will need to adapt to unanticipated findings during the discovery phase.

TXP Background

TXP, Inc. is an economic analysis and public policy consulting firm founded in 1987 in Austin, Texas. Our clients have discovered that we are the firm to hire when there is not an immediate, obvious, or simple solution to their economic or public policy challenges. In addition to drawing on the expertise of our firm members, we partner with urban planning, engineering, and public policy firms to put together teams suited to our clients' needs.

TXP offers a full range of economic analysis and forecasting services to public and private clients. The firm specializes in applying focused primary research to enhance secondary data. TXP offers other services to clients, including periodic reports highlighting economic trends in regional economies and presentations to a range of stakeholders. TXP currently serves as economist-on-retainer for private and public sector clients throughout Texas.

TXP's past economic and fiscal impact studies for public and private sector clients have covered a wide range of topics, including expanding and relocating businesses, educational facilities, tourism activity, arts and music festivals, transportation projects, and mixed-use developments. For each client, TXP builds a customized econometric model that simulates a regional economy. In addition to standard economic impact results (e.g., employment and direct and indirect economic activity), TXP's models capture an individual project's effect on the local tax base including sales, city and county ad valorem, and hotel/motel taxes.

TXP has over 20 year of experience assisting clients with all phases of Tax Increment Reinvestment Zones (TIRZ), as well as similar public finance tools such as Public Improvement Districts (PID), Transportation Reinvestment Zones (TRZ), and Municipal Management Districts (MMD). TXP is also frequently retained to review and update the tax revenue projections of existing TIRZs and other value-capture districts.

TXP has successfully helped clients manage the balance between economic development, land use planning, and infrastructure development to ensure overall community prosperity. Our team provides in-depth analysis on the connection between tax base enhancement and service cost reduction, and works with communities, state agencies, local governments, universities, and developers to facilitate growth and redevelopment.

Contact Person

Travis D. James
travisjames@txp.com
(512) 328-8300 phone

Qualifications of the TXP Project Team

Travis D. James will serve as the project manager for this project. Mr. James is authorized to make representations for and to bind the firm.

Jon Hockenyos, President / Economist

Years of Experience: 40 Years

jon@txp.com

Following stints as an aide to a member of the British Parliament and work on a Senatorial campaign in his home state of Illinois, Mr. Hockenyos founded TXP while attending the LBJ School of Public Affairs at the University of Texas at Austin in 1987. Since then, TXP has successfully completed hundreds of projects for a wide variety of clients, with a strong record of on-time, on-budget delivery.

In his role as President of the firm, Mr. Hockenyos is involved in managing the day-to-day operations of the organization, performing technical analysis, and developing strategies for clients. In addition, he makes numerous public presentations and speeches. Mr. Hockenyos has served as a resource witness on a variety of issues in front of city councils, state legislatures, and the U.S. Congress.

Mr. Hockenyos' private sector background extends beyond TXP. He is currently a board member of Seton Healthcare and American Bank of Commerce. He also served on the Board of Directors for Capital Metro (the Austin area transit authority), the Board of the ARC of the Capital Area, and the Travis County Citizen's Advisory Council. Mr. Hockenyos' personal business interests also include restaurants, real estate, and infrastructure/water development.

Mr. Hockenyos received a Bachelor of Arts in Philosophy from the University of Illinois and M. of Pub. Aff. from the LBJ School of Public Affairs, where he has taught as an Adjunct Professor.

Travis D. James, Vice President / Economist

Years of Experience: 25 Years

travisjames@txp.com

Travis D. James brings over 25 years of experience in economic analysis, strategic planning, and policy development. Currently, Mr. James leads the firm's efforts in economic impact studies, statistical analysis, and strategic planning. While at TXP, Mr. James has conducted over 200 economic and tax revenue impact studies for projects located in California, Florida, Louisiana, Maryland, New York, Pennsylvania, South Carolina, and Texas. He specializes in sub-regional analysis that requires blending economic analysis, land planning, GIS tools, and long-term forecasting.

Prior to joining TXP, Mr. James worked at ExxonMobil in the global information systems technology division in Washington, D.C. His duties required lengthy international travel to South America, Europe, and Asia in order to develop and support large-scale global systems solutions. Mr. James also spent five years as a project manager at a national economic development consulting firm where he worked on numerous studies throughout the United States.

Mr. James holds a Bachelor of Arts degree in Economics from the University of Texas at Austin. He also received a Bachelor of Science in Computer Science from Texas State University. Mr. James earned an MBA from St. Edward's University.

Rebecca C. Yerly, Project Analyst

Years of Experience: 25 Years

ryearly@txp.com

Rebecca Yerly has been involved with TXP since 1999. She has worked on numerous projects in the public policy arena, including the role of microlending in economic development of the disadvantaged community in Texas, the influence of urbanist development in managing and directing regional growth, and the effects of the earned income tax credit on the working poor in the San Antonio region.

Prior to joining TXP, Dr. Yerly was a case design analyst for WaxmanCavnerLawson, a firm that provides insurance products to high-net-worth individuals and businesses. In addition, she has authored or co-authored numerous research reports in such diverse areas as family transition and public policy, coping and stress, and the role of emotional intelligence in business and academic success.

Project Team Relevant Experience

TXP is proud and grateful to have been rehired multiple times by many of its clients. As Weslaco contemplates hiring a firm, it is important to select a consulting partner who has the dedication and track record to successfully assist clients over the long term. Below is a small sample of projects.

Economist-On-Retainer / Ongoing Economic Development Services Consultant

Economic Development Consultant-on-Retainer (2001 to present)

Client: City of Austin

For more than 20 years, TXP has provided external support to City of Austin senior staff and council on strategy, forecasting, impact analysis, real estate activity, and incentive policy development related to the economic and fiscal implications of City action. TXP also led a mayor-appointed task force in the wake of the high-tech bust (2002-2003) to create an economic development strategic plan, including developing the City's incentive policy. In 2017, TXP was reengaged by the City of Austin to update the economic development incentive policy. Austin City Council approved this update in 2018.

Economists-on-Retainer /Economic Development Consulting Service (2018 to present)

Client: City of Brownsville, Texas

The City of Brownsville was seeking an experienced consulting firm to review different economic development projects, assist in developing appropriate TIRZ districts, and provide financial advice on general city issues such as incentives and real estate projects. TXP was retained on a multi-year contract in 2018 to provide these services. TXP has successfully assisted Brownsville in economic development recruitment, real estate analysis, incentive negotiation, and TIRZ identification. TXP still continues to support the City of Brownsville as its economic development consultant.

Economic Development Consulting Services Retainer- Texas A&M University (2021 to present)

Client: Texas A&M University System (TAMUS)

TXP has been retained to advise TAMUS on a variety of economic development issues that have an impact in the communities where TAMUS has a presence. Most recently, TXP has been tasked with developing and coordinating an innovative financing structure to accelerate the development of TAMUS Fort Worth academic campus (A&M FTW). Headlined by the expansion of the law school, A&M FTW will bring together academic research, instruction, state agencies, and the private sector to collaborate in a range of disciplines. TAMUS has already partnered with the City of Fort Worth, Tarrant County, and is in the process of

finalizing a private sector developer to complete the team that ultimately will construct and occupy close to a million square feet of space in downtown Fort Worth.

Economic Development Strategy, Incentive Plan, and Organizational Structure for the New City of Corpus Christi Economic Development Department (2023 to present)

Client: City of Corpus Christi

TXP, Inc. was engaged by the City of Corpus Christi to provide recommendations related to its new economic development department. TXP completed three main tasks: 1. researched existing regional economic development organizations; 2. conducted stakeholder interviews; and 3. identified priorities and strategies for the next 5 years. The report will guide the City Manager's organization of the economic development department. TXP was rehired to develop a new incentive policy for the City.

Economic Development & Incentives Analyses Services Consultant (2005 to present)

Client: City of Grapevine, Texas

For the past 20 years, TXP has served as the City of Grapevine's economist-on-retainer and has worked on a number of projects including forecasting the potential economic and tax impact of a number of large investment projects. Before offering incentives to major projects, the city requests that TXP assist in economic impact analysis, tax revenue forecasting, and incentive negotiation. Past projects include the expansion of the Gaylord Texan hotel, Great Wolf Lodge, LEGOLAND Discovery Center, Kubota Tractor Corp. North America Headquarters, a Mercedes-Benz parts distribution center and a technician training facility, and Paycom.

Tax Increment Reinvestment Zones (TIRZ)

Harlingen TIRZ #2 Project and Finance Plan Update (2024)

Client: City of Harlingen, Texas

In 2012, the City of Harlingen, Texas created Tax Increment Reinvestment Zone Number Two ("TIRZ #2") consisting of approximately 1,200 acres of land. TIRZ #2 was created to help pay for infrastructure costs to facilitate the development of this area. In 2023, the Harlingen Economic Development Corporation commissioned a new study for the TIRZ area that reflects a strong design approach for new streets and public spaces and emphasizes the development of the project area as a lively destination-based retail/restaurant district and walkable community. In 2024, TXP was retained to draft the final project and finance plan and forecast future TIRZ revenue.

City of Del Rio, Texas Downtown TIRZ (2023)

Client: City of Del Rio, Texas

The City of Del Rio, Texas was considering implementing a tax increment reinvestment zone to fund a portion of the infrastructure and maintenance costs associated with redeveloping Downtown Del Rio. Many of the opportunities, challenges, and required improvements are outlined in the *Envision Del Rio 2040 Comprehensive Plan* (2020) produced by Stantec. Based on the recommendation of the City's outside legal firm, TXP was hired by Del Rio to implement a Downtown TIRZ. The City Council successfully created the TIRZ in 2023.

Tomball TIRZ Project and Finance Plan Update (2023)

Client: City of Tomball, Texas

In November 2021, the City of Tomball, Texas created the Tax Increment Reinvestment Zone Number Three ("TIRZ #3") consisting of approximately 240 acres of land. TIRZ #3 was created to help pay for infrastructure costs to facilitate the development of a 240-acre tract located at SH 249 and Rocky Road for light industrial and retail development. In 2023, TXP was retained to draft the final project and finance plan and forecast future TIRZ revenue. TXP presented the plan to the TIRZ Board and City Council for adoption. The City Council adopted the final project plan in November 2023.

Real Estate Demand, Absorption, and Taxable Value Analysis for the Fort Worth Trinity River TIRZ - (2009, 2015, 2017, 2018, 2021, and 2024)

Client: Tarrant Regional Water District

Realignment of Fort Worth's Trinity River followed by the successful implementation of the Trinity River Vision (TRV) project would have a dramatic impact on the City's economic development future. Because a number of variables influence the amount of tax revenue generated by the development, TXP created a series of scenarios based on the existing TRV TIF model as well as historic residential development patterns in greater downtown Fort

Worth. After the initial analysis was completed, TXP was rehired multiple times to update key regional economic trends including the overall TRV development in light of the changing economic environment. TXP's revenue forecast will be used by the TIRZ board to update the financing plan. TIF 9 (Trinity River Vision) is almost 4,000 acres.

Brooks TIRZ Build Out Forecast & Fiscal Impact (2014, 2016, 2019, 2021, and 2024)

Client: Brooks (former Brooks Airforce Base in San Antonio)

TXP has been retained multiple times to estimate the current impact of Brooks tenant activity on the regional economy and forecast the economic and tax impact of Brooks at build out. TXP has found that Brooks and its TIRZ have outperformed the region in terms of property and sales tax generated. The Brooks Development Authority, supported by the City of San Antonio and Bexar County, has transformed the former military base into the leading commercial destination in southeast Bexar County. TXP also created a detailed labor force profile of firms within Brook's footprint for the purposes of better understanding compensation in the context of tenant negotiations. This was used to highlight future development opportunities for the Brooks area.

Webb County and City of Laredo Transportation Reinvestment Zones (2016, 2018, and 2022)

Client: Webb County-City of Laredo Regional Mobility Authority

The Webb County-City of Laredo Regional Mobility Authority (RMA) retained TXP in early 2016 as part of a consulting team examining the feasibility of creating a countywide Webb County Transportation Reinvestment Zone (TRZ). TXP analyzed GIS data and certified appraisal rolls from the Webb County Appraisal District. TXP paid special attention to total tax base growth and land use patterns over the past 10 to 20 years. Based on existing trends, TXP established a baseline property value forecast for a Webb County TRZ. TXP was subsequently rehired in 2018 and 2022 to evaluate the feasibility of City of Laredo TRZ along Loop 20: 1) Loop 20 from US 59 to US 83, and 2) west from US 83 to the proposed Bridge #5.

Dickinson, Texas Downtown TIRZ and IH45 TIRZ (2022)

Client: City of Dickinson, Texas

In 2022, the City of Dickinson, Texas retained TXP to evaluate the feasibility of two TIRZs in the city – downtown and along IH45. TXP spent a few months working with community leaders, city staff, and elected officials to identify the correct geographic boundary for the TIRZs. In addition, the TXP preliminary plan addressed overall market demand and tax revenue projections. In December 2022, based on TXP's analysis and recommendation, the Dickinson City Council created two TIRZ – downtown and along IH45.

Madeira Espiritu Santo Tax Increment Reinvestment Zone and Public Improvement District (2020 and 2024)

Client: City of Brownsville, Texas

As the City of Brownsville's economist, TXP was hired to advise the city on implementing a TIRZ and PID that covers approximately 1,330 acres. TXP recommend modifications to the original development plan to add more diverse, yet market sensitive residential housing options. In 2020, based on TXP's analysis and recommendation, the Brownsville City Commission created the Madeira Espiritu Santo TIRZ, Number 4 (TIRZ #4) and corresponding PID.

City of Canyon, Texas Downtown TIRZ (2021)

Client: City of Canyon, Texas

The City of Canyon, Texas was considering implementing a tax increment reinvestment zone to fund a portion of the infrastructure and maintenance costs associated with redeveloping Downtown Canyon. Many of the opportunities, challenges, and required improvements were outlined in the Canyon Comprehensive Plan (2020) by Freese and Nichols. Inc. TXP was a subconsultant to Freese and Nichols, Inc. on the Downtown Plan. TXP was rehired by Canyon to implement a Downtown TRIZ. The City Council successfully created the TIRZ in 2021

Denton Downtown TIRZ Project and Finance Plan Update (2020)

Client: City of Denton, Texas

The City of Denton, Texas was considering using its Downtown TIRZ to fund an \$18 million drainage infrastructure project. Given how the TIRZ was originally implemented, this infrastructure project would likely use all the TIRZ's projected revenue. TXP was retained to review potentially catalytic projects, forecast future TIRZ revenue, and gather input from downtown businesses and real estate developers. TXP drafted a series of recommendations to the TIRZ board and City Council related to issuing TIRZ debt, expanding the TIRZ geographic boundaries, and increasing the TIRZ revenue cap.

Historic River Mills Tax Increment Reinvestment Zone (2019 to 2020)

Client: City of New Braunfels, Texas

The City of New Braunfels, Texas was considering implementing a tax increment reinvestment zone to fund a portion of the infrastructure and maintenance costs associated with redeveloping the area around the historic River Mill property. TXP was retained by the City of New Braunfels to evaluate whether a TIRZ was appropriate and how it should be structured. In December 2019, based on TXP's analysis and recommendation, the River Mills Tax Increment Reinvestment Zone #2 was created.



Downtown Brownsville Tax Increment Reinvestment Zone (2019)

Client: City of Brownsville, Texas

The vision and justification for transforming downtown Brownsville is outlined in the *Imagine Brownsville Comprehensive Plan*. TXP was hired to create a financing plan that builds upon this previously adopted studies and existing city goals. TXP spent a few months working with community leaders, city staff, and elected officials to identify the correct geographic boundary for a TIRZ. In addition, the TXP preliminary plan addressed overall market demand and tax revenue projections. In December 2019, based on TXP's analysis and recommendation, the Brownsville City Commission created the Downtown Brownsville, Number 3 (TIRZ #3).

Methodology and Work Program

Based on past project experience, TXP recommends a two-phase approach for evaluating and implementing a TIRZ. If a TIRZ is not the best option, TXP can recommend alternative strategies for an area.

Part 1: TIRZ Feasibility Analysis

TXP will rely on the Client's legal resources to manage the legal requirements associated with TIRZ creation, public notices, and legal documents. If required, TXP can retain a law firm to assist for an additional fee.

Step 1: Introduction to Tax Increment Reinvestment Zones Presentation

TXP will provide a TIRZ 101 presentation to the City Council and staff as part of Trip #1. This would be a high-level presentation covering the basics of creating and managing a TIRZ as well as general questions.

Step 2: Data Collection & Public Input

The initial phase of the project requires an assessment of the TIRZ location. TXP will take the lead for collecting data and baseline information on the local economy, infrastructure, land use, and regulatory environment. As part of this task, TXP will obtain parcel data, GIS files, and taxable values from the Appraisal District.

During Trip #2, TXP project team members will meet with city staff, landowners, city council members, and other key stakeholders. TXP will require assistance from the Client in arranging these meetings.

The outcome of Step 2 is to determine the formal boundaries of the TIRZ and create a realistic forecast for the amount of development that could occur within the TIRZ. Most TIRZ plans fail because the development forecast is too high. Before proceeding to the next step, TXP and the Client will need to reach consensus on the TIRZ boundary, overall development forecast, private sector spending per land use type, and which public sector jurisdictions will likely participate in the TIRZ.

Step 3: Infrastructure Cost Analysis, Identification, and Evaluation

Following the collection of relevant data, TXP will work with the Client, private landowners, and other stakeholders to identify the necessary infrastructure projects required in the potential TIRZ. If required, TXP can contract with an engineering firm to provide these services but at an additional cost to the Client. Once the list of infrastructure projects has been developed, TXP and the Client will prioritize the spending.

All the projects identified cannot be funded through TIRZ dollars. TXP will identify major categories that are appropriate for different types of improvements based on the scale and impact of the improvements. Using this methodology, the TIRZ can better leverage other funding sources to ensure that all the needed public improvements can be undertaken to make the TIRZ and the City sustainable in the long run.

The outcome of Step 3 is a list of larger catalytic projects that should be funded by the TIRZ. This list will not include every possible type of project, but rather major categories of spending.

Step 4: Preliminary TIRZ Tax Revenue Forecast

Using the findings of Steps 2 and 3, TXP will forecast annual property and sales tax revenues generated within the TIRZ(s) for 20 to 30 years. TXP will develop two or three scenarios that represent the range of likely outcomes. The majority of TXP work effort will be spent building and refining the tax revenue forecast model.

TXP will review the findings of Step 4 with the Client and other stakeholders as part of [Trip #3](#).

Step 5: Determine if TIRZ is Feasible

Based on Steps 1 to 4, TXP will assist the Client in determining if the TIRZ is feasible. TXP will provide unbiased advice as to whether or not a TIRZ, the projected developments, and infrastructure can be advanced with a TIRZ.

Part 2: TIRZ Implementation

Assuming the Client decides the TIRZ is feasible, TXP will complete the following steps:

Step 6: Assist Client in Developing a Preliminary Reinvestment Zone Financing Plan

As required by state law, TXP will assist the Client in developing a preliminary reinvestment zone financing plan. This plan will be shared with other taxing entities as part of the notice of intent to create a TIRZ.

Step 7: Attend TIRZ Public Hearing

As required by state law, the City must hold a public hearing on the creation of the zone and its benefits to the municipality and to property in the proposed zone. TXP will attend this meeting as part of [Trip #4](#). As part of this trip, TXP can meet with other community stakeholders.

Step 8: TIRZ Final Project and Financing Plan

A challenge facing the majority of TIRZs that are not limited to a large site controlled by single owner is the difficult balance between investing in general infrastructure enhancements, versus focusing on a few catalytic projects that have the ability to fundamentally transform the area. Infrastructure enhancements such as road and utility upgrades can oftentimes consume the entire TIRZ budget but might not be sufficient to grow the tax base over the long-term. High-profile catalytic projects (private or public sector) can take longer to develop, are subject to external economic forces, and might require the TIRZ to frontload spending that limits other projects. The financing plan created by TXP will include an annual budget (costs and revenues) based on projected tax revenue, infrastructure needs, and a realistic timeline that phases in infrastructure spending over the duration of the TIRZ. In addition, the financing plan will highlight other funding and governance challenges facing the TIRZ that could have a material impact on funding the plan.

Step 9: Final Plan Presentations and Product

The TXP project team will present the findings to the Client during Trip #5. TXP will provide the final report in Word document form as well as GIS mapping files. Once the work is completed, effective communication of the findings and recommendations is the bridge to actual implementation.

Part 3: Administration Services and Annual Reports

TXP provides these services to clients billed at an hourly rate. The services TXP provides vary based on what current and past clients have needed.

References

Ms. Helen Ramirez, AICP
City Manager
City of Brownsville
Office of the City Manager
1001 E. Elizabeth St
Brownsville, TX 78520
(956) 548-6005 work
(956) 238-0985 mobile
Helen.Ramirez@brownsvilletx.gov

Ms. Heather Hurlbert, CPA CGFO
Assistant City Manager
City of Corpus Christi
Heatherh3@cctexas.com
(361) 826-3506

Mr. Jorge Ramon
Economic Development Director
City of Del Rio
(830) 488-3023 mobile
jorge.ramon@cityofdelrio.com

Ms. Sandy Newby
Chief Financial Officer
Tarrant Regional Water District
Sandy.newby@trwd.com
817-335-2491

Current/Ongoing Service Contracts

TXP has a combination of ongoing on-call professional service clients as well as discrete projects with defined deadlines. TXP is proud and grateful to have been rehired multiple times by many of its clients. As Weslaco contemplates hiring a firm, it is important to select a consulting partner who has the dedication and track record to successfully assist clients over the long term. TXP is confident it can meet the needs of Weslaco. If for whatever reason TXP is unable to meet Weslaco's needs, this will be directly communicated.

Timeframe and Cost

The timeframe for each analysis depends on the actual scope of work.

Typically, TXP's retainer clients allocate a fixed amount of money each year for economic development consulting services (ex. \$75,000 to \$100,000 per budget year). TXP staff will bill at an hourly rate of \$275 per hour. Travel costs are billed at costs to the Client.

TXP is not opposed to a fixed-fee contract amount for each study or analysis. Based on what is required from the City, TXP could create a proposal that outlines tasks and fixed-fee cost.

ABHR



PUBLIC FINANCE LAWYERS

HOUSTON

3200 Southwest Freeway
Suite 2600
Houston, TX 77027
(713) 860-6400

CENTRAL TEXAS

919 Congress Avenue
Suite 1500
Austin, TX 78701
(512) 518-2424

NORTH TEXAS

4514 Cole Avenue
Suite 1450
Dallas, TX 75205
(972) 823-0800



Allen Boone Humphries Robinson, LLP

Response to the City of Weslaco

Request For Qualifications

Firm Name: Allen Boone Humphries Robinson LLP

Business Address: 3200 Southwest Freeway, Suite 2600, Houston, Texas 77027

Telephone Number: 713-800-8465

Office Locations: Houston, Texas Office
Dallas, Texas Office
Austin, Texas Office

Year Firm Established: 2003

Type of Organization: Limited Liability Partnership (LLP)

Executive Summary

Allen Boone Humphries Robinson LLP (“ABHR”) and its team of lawyers possess the requisite qualifications and experience to provide consulting services to the City of Weslaco (“City”) to create and administer a Tax Increment Reinvestment Zone (“TIRZ”) within the city’s limits.

ABHR, with over 40 attorneys and 120 other professionals across three offices, leads Texas in the public finance space and is widely accepted as industry leaders with exceptional expertise in TIRZs, special districts, and overall public financing of infrastructure. Our sole focus as a firm is on land development, public infrastructure, and economic development across the state. ABHR has over 150 years of combined experience, has created over 100 TIRZs, and understands the complexities of creating a TIRZ and administering the zone on an ongoing basis.

Our specialized practice includes creating TIRZs, drafting and amending project and financing plans, annexing territory, negotiating interlocal agreements with associated taxing entities, negotiating development agreements, submitting annual reports, and serving as general counsel. If a Development Authority is created, ABHR may serve as bond counsel, and in that role, working in coordination with the appropriate financial advisor(s), may administer, manage, and issue bonds for the TIRZ.

ABHR’s founding lawyers pioneered the practice of creating public financing instruments, and the firm remains active in drafting and supporting legislation aimed at bolstering and protecting economic development and financing tools. Our attorneys serve on boards and collaborate with industry stakeholders to defend public financing options and advance legislation that takes innovative approaches to financing large, complex projects. Our firm works with communities of all sizes, offering creative financing solutions to evolving challenges.

In an effort to minimize costs, ABHR strategically utilizes paralegals and other administrative personnel whenever appropriate. Partners Christina Miller and Sanjay Bapat will be the primary contacts and lead the team providing legal services. Attorneys Andrew Vaughan and Jesssica Holoubek, both also experienced in creating TIRZs and serving as general counsel, will work as part of the legal team; as will legal assistants and other administrative personnel.

Scope of Work

The City seeks a consultant to provide the knowledge and expertise to create a TIRZ within the City of Weslaco and serve as general counsel to the TIRZ.

As the City's representative in this process, ABHR will liaise with city staff and officials, agencies and governmental entities, and other stakeholders at the local and state levels to determine the feasibility of creating a TIRZ and identify any challenges or opportunities discovered. ABHR represents numerous public entities and is therefore well versed in working with city staff and elected officials to ensure bilateral communication and understanding of the process, challenges, and opportunities. In the last 21 years, the firm has created TIRZs in large urban areas as well as projects in smaller communities that seek opportunities to reinvest in local infrastructure.

ABHR will communicate with staff and the city council on a regular basis, and if appropriate, on an agreed cadence. Our attorneys will assist in developing a TIRZ board to oversee and manage the zone and will work with board members to identify and codify roles and responsibilities. We will gather information and develop the appropriate governing documents, including but not limited to TIRZ board bylaws.

Working with the City's Finance Director, ABHR attorneys will prepare a Finance Plan for the TIRZ, submit an Annual Report, and draft a Project Plan outlining the agreed priorities. As a significant part of our existing practice, we prepare these documents regularly, and we understand their function and importance.

ABHR respects our responsibilities to our clients and will offer recommendations for courses of action reflecting the most cost-efficient approaches and/or approaches we have seen work successfully on similar projects. For example, if the facts warrant, we encourage the city to consider utilizing existing city staff, such as the Executive Director of the Economic Development Corporation of Weslaco and his team, to manage the day-to-day operations of the TIRZ as opposed to using legal counsel for administrative tasks. ABHR will provide legal advice and recommendations, be the Records Custodian, offer guidance on Public Information Act Requests, and serve as General Counsel and/or Bond Counsel for the TIRZ. The General Counsel could attend meetings virtually as a cost saving measure, although at the board's request, the attorney and administrative staff will be happy to attend in-person meetings.

With respect to fees, ABHR will initially bill monthly during the feasibility and creation stage. Once that is complete, our recommendation is fee-based work as needed, understanding the meeting cadence and project work will define the level of legal involvement. That said, we are open to discussions centered on a reasonable fixed fee schedule on an on-going basis. Creating a TIRZ is a highly variable process which can substantially impact legal fees. However, the average cost to create a TIRZ is \$35,000.

Client References

Katy TIRZ #1

Contact: Byron Hebert, City Manager, Katy, Texas
Email: bhebert@cityofkaty.com
Phone: 281-391-4811

Attorney: Christina Miller

Alvin TIRZ #1

Contact: Lisa Clark, W Land Development Senior Advisor, Master Planned Communities
Email: lisac@wlanddevelopment.com
Phone: 713-459-5991

Attorney: Andrew Vaughan/Angie Lutz

Uptown Development Authority, TIRZ #16

Contact: Stephen Wood, District Counsel, Uptown Houston
Email: stwood@uptown-houston.com
Phone: 713-621-2011

Attorney: Jessica Holoubek, Bond Counsel

Mission Redevelopment Authority, TIRZ #1

Contact: Martin Garza, Board Chair, Mission Redevelopment Authority, TIRZ #1
Email: martinjgarza@gmail.com
Phone: 956-458-9049

Attorney: Sanjay Bapat

Additional references available upon request



Christina Miller

PARTNER

Christina's practice spans seven counties across southeast Texas and includes all aspects of public law including tax- exempt financing and special purpose districts.

Christina's practice targets the full lifecycle of urban development, from raw land property acquisition, negotiation of utility and development agreements, creation of special purpose districts, and infrastructure financing; through the ongoing governance of a thriving community. Christina counsels her clients both in the role of general counsel and bond counsel.

Christina has had the privilege of representing municipal utility districts, management districts, development authority, water authority, development authority, and tax increment reinvestment zone clients in Galveston, Montgomery, Harris, Fort Bend, Waller, Brazoria, and Chambers counties; including in projects involving public and private partnerships between developers and cities, and projects involving multiple developers. She has negotiated regional plant agreements, cost-sharing agreements, economic development agreements, and other agreements necessary for the responsible development of southeast Texas.

EDUCATION

University of Houston Law Center (J.D., 2008)

Houston Journal of International Law, Texas A&M University (B.A., 2004)

Admitted to practice: Texas, 2008

MEMBERSHIPS & AFFILIATIONS

State Bar of Texas

Houston Bar Association

American Bar Association

National Association of Bond Lawyers

Contact Information

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Sanjay Bapat

PARTNER

Sanjay's practice focuses on public finance, urban development, and local government regulation.

Sanjay serves as general counsel and bond counsel to various special purpose districts that provide for the financing and construction of water, sewer, drainage, and road facilities and other development infrastructure.

In these capacities, Sanjay represents his clients in public law matters, contract negotiations and preparation, the administration of public meetings, and regulatory compliance. Sanjay also works with private developers to structure development agreements with cities and other local government entities for public participation in commercial, residential, and mixed-use developments. Sanjay further brings to his practice skills previously learned as a mergers and acquisitions lawyer at some of the nation's premier law firms.

EDUCATION

University of Houston Law Center (J.D., 2014)

University of Texas (B.S., Biochemistry, 2007)

MEMBERSHIPS & AFFILIATIONS

State Bar of Texas Houston

Bar Association

Houston Young Lawyers Association

Board Member, Nest Quest Houston, Inc.

Contact Information

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Jessica Holoubek

SENIOR COUNSEL

Jessica's practice focuses on public finance, land development and local government regulation, serving as general counsel and bound counsel to management districts, municipal utility districts and other special purpose districts in Harris and surrounding counties to assist with construction and financing of public infrastructure.

EDUCATION

The University of Texas at Austin
(J.D., 2004)

The University of Texas at Austin
(M.P. Aff., 2004)

Trinity University (B.A., 1999)

MEMBERSHIPS & AFFILIATIONS

State Bar of Texas

Houston Bar Association

National Association of Bond

Jessica regularly works with special purpose districts whose chief objective is constructing and financing water, sewer, drainage, roadway, and green space improvements. Jessica has handled a broad range of matters representing landowners, cities and developers in connection with the creation and operation of municipal utility districts, tax increment reinvestment zones, local government corporations, municipal management districts, and other financing mechanisms used to facilitate urban development and associated infrastructure. Jessica has experience working with private developers to build regional infrastructure agreements, utility agreements, and economic development agreements with local government entities for public participation in commercial, residential, and mixed-use developments.

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Andrew Vaughan

ATTORNEY

Andrew's practice involves public finance, local government regulation, and urban development.

Andrew serves as general counsel and bond counsel to special purpose districts that provide water, sewer, and drainage infrastructure, as well as roads and parks, to communities throughout Texas.

EDUCATION

University of Houston Law Center (J.D., 2019)

Tulane University (B.A., History; B.A., English; 2016)

MEMBERSHIPS & AFFILIATIONS

State Bar of Texas

Houston Young Lawyers Association

Working with developers and government entities alike, Andrew counsels clients on the construction, financing, and operation of critical public facilities.

Andrew leads clients in contract negotiations with public and private entities to finance public infrastructure. He routinely administers public meetings and represents clients before regulatory agencies and local, city, and county officials regarding land development and zoning issues.

Prior to joining ABHR, Andrew practiced management-side employment law.

Contact Information

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Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-870	
From: David Arce			
Subject: Discussion and consideration to purchase a John Deere compact excavator from sourcewell vendor Doggett Heavy Machinery (#011723-JDC) for an amount not to exceed \$62,462.10 from Water Fund budget and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: CAT quote is just under \$59,000 and John Deere is under \$54,000 we are requesting the hammer to be able to compact when covering up the utility cuts in the street before we pave it.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Public Works Director.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Mini Excavator , Mini Excavator 35G Quote, Hydraulic Hammer attachment Deere, CAT City of Weslaco 303 Sourcewell Quote 1, CAT 303 NG Spec Sheet			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: October 1, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: PURCHASE MINI EXCAVATOR

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Requesting approval for the purchase of a mini excavator for the water distribution division. This is an open cab unit as requesting by our staff. They mentioned that is better communication then a closed cab. They did request the hammer attachment as they can compact the back fill especially on the street where we come back to pave. The John Deere is a sourcewell quote. The unit and the attachment is about \$2,500 over budget, but will be covered with the department budget.

Total price is \$62,462.10

Staff Recommends Approval.

35 P-Tier Compact Excavator



06-Sep-2024

City of Weslaco
255 S Kansas
Weslaco, Texas

Source Well Sales Quote
Attn : David Arce

Doggett Heavy Machinery Services, LLC.

Code	Description	Qty	List Price
0150FF	35 P-Tier Compact Excavator	1	\$68,240.00 USD
	0150FF (Gen-A)		

Option Codes

0202	Destination Code - United States	1	No Added Cost
0259	English Customer Delivery Packet	1	No Added Cost
0401	Configuration 1 - Canopy, Rubber, Susp, Std Arm	1	No Added Cost
	Includes:		
	- 300 mm (12 in.) Rubber Track		
	- Backfill Blade		
	- 1.32 m (4 ft. 4 in.) Arm		
	- Vinyl Seat		

Field Installed Attachments

BYT10967	24 in (610 mm) Heavy Duty Bucket; 4.0 cu ft (0.11 cu m) (4 Teeth Included)	1	\$1,256.00 USD
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Total	\$69,496.00 USD
Source Well Discount 27% Doggett Source Well # 011723-JDC	-\$ 18,763.90
Source Well Sales Quote	\$ 50,732.10
Factory Freight and Pre-Delivery inspection	\$ 2,875.00
Final Source Well Sales price	\$ 53,607.10

Thank you, for the opportunity to quote a New JD 35P Compact Excavator,
Sincerely Danny Jackson Territory Sales Manager - 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.

HH40C HYDRAULIC HAMMER



11-Sep-2024

City of Weslaco
255 S. Kansas
Weslaco, Texas

Source Well Sales Quote
Attn : David Arce

Doggett Heavy Machinery Services, LLC.

Code	Description	Qty	List Price
0C90T	HH40C HYDRAULIC HAMMER	1	\$9,083.00 USD
	For use on the following models: Skid Steer Loaders: 316G-324G, 318E, 320E and 324E Compact Track Loaders: 317G, 325G, 319E, 323E, and 329E Compact Excavators: 26G and 35G Backhoe Loader: 110 TLB For extra bits, see the following part numbers in the parts system: Chisel Point - T370215 Moil Point - T370216 Spade, Parallel to Boom - T370218 Spade, Transverse to Boom - T370219 Compacting Plate - T370220 Pyramid Point - T370217 F.O.B. Dubuque, Iowa		

Option Codes

1003	Mounting Bracket, 26-35 Compact Excavator	1	\$751.00 USD
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Total			\$9,834.00 USD
Source Well Discount 14% Doggett Source well # 011723-JDC			-\$1,376.80
Source Well Sales Quote			\$8,457.20
Factory Freight and Pre-delivery inspection			\$ 397.80
Final Sales Price			\$8,855.00

Thank you, for the opportunity to provide you a Source Well Sales Quote on John Deere Attachments,

Sincerely Danny Jackson Territory Sales Manager
956-342-5228

Quote is valid for 60 days

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.



Quote Prepared For		City of Westlaco
Sourcewell Contract Number		#011723-CAT
Sourcewell Member Number		#167598
Quote Valid Through		9-Oct-24

Machine		
Item #	Description:	List Price
303.5 07A CR MHE CFG1C	640-7500	\$72,990
SHIPPING/STORAGE PROTECTION	0P-2266	\$271
PACKING, LAST MILE PROGRAM	0P-4299	\$0
LANE 2 ORDER	0P-9002	\$0
PRODUCT LINK, CELLULAR PL243	573-9677	\$0
303.5 07A CR HYD EXCAVATOR	558-1751	\$0
SEAT, SUSPENSION, VINYL	519-9266	\$0
TRAVEL LEVERS AND PEDALS	519-9283	\$0
CAT KEY, WITH PASS CODE OPTION	525-4465	\$0
FILM, PRODUCT LINK, ANSI	541-4787	\$0
2 WAY CONTROL	542-1495	\$0
FILM, INC. CANADA	542-1504	\$0
BOOM LIGHT, LED	542-8886	\$0
HYDRAULIC OIL, STD	546-1520	\$0
CWT, STANDARD	555-1839	\$0
SOFTWARE, PROPORTIONAL CONTROL	557-1709	\$0
SOFTWARE, STICK STEER CONTROL	557-1710	\$0
SOFTWARE, CODED START	557-1713	\$0
ALARM, TRAVEL	558-1744	\$0
BOOM, STANDARD	558-1754	\$0
CONTROL, 1ST AUX, JOYSTICK	558-1757	\$0
LINES, BOOM W/O BLCV	558-1760	\$0
LINES, STICK W/O SLCV	558-1763	\$0
UNDERCARRIAGE, FIXED, STD BLD	558-1766	\$0
CANOPY, ROPS	563-6658	\$0
TRACK, 12", RUBBER	566-2914	\$0
INSTRUCTIONS, ANSI	569-3572	\$0
LINKAGE, BUCKET, W/LIFTING EYE	571-9088	\$0
STICK, LONG, W/ THUMB BRACKET	571-9661	\$0
DRAIN, ECOLOGY	573-4364	\$0
LINES, BUCKET, LONG STICK	575-2776	\$0
BLADE, FIXED, BOCE	575-4418	\$0
LINES, 1ST AUX, LONG STICK	575-7225	\$0
ENGINE, EPA TIER 4F	576-2961	\$0
BUCKET-HD, 18", 2.9 FT3, 3T	464-9902	\$1,292
Machine Total		\$74,553
Sourcewell Machine Discount (%)		20% \$ (14,911)
Caterpillar Loyalty Discount		\$ (1,142)
Machine Sub Total		\$58,500

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	Included	\$0
OMM MANUAL (1)	Included	\$0
Service Manual (1)	Included	\$0
36 month / 3000 Hour Preimer Warranty	Included	\$0
	Included	\$0
		\$0
		\$0
Additional Items Total		\$0

		Grand Total	\$58,500
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Cat® 303 CR

MINI EXCAVATOR

FEATURES:

The Cat® 303 CR Mini Excavator delivers power and performance in a compact size to help you work in a wide range of applications.

ALL DAY COMFORT

- Choose either a canopy or a sealed and pressurized cab which can be equipped with air conditioning, adjustable wrist rests, and a suspension seat option to help keep you working comfortably all day long.

EASY TO OPERATE

- Controls are easy to use and the intuitive Next Generation LCD monitor provides easy to read machine information. An advanced touchscreen monitor can also be equipped.

STICK STEER TRAVEL MODE

- Moving around the job site is even easier with the Cat Stick Steer option. Easily switch from traditional travel controls with levers and pedals to joystick controls to move the machine and to operate the blade. The benefit of less effort and improved control is in your hands!

BIG PERFORMANCE IN A COMPACT DESIGN

- Strong lift and dig performance helps you get the job done faster. The compact radius design lets you access and work in the tightest areas. Dozer float allows for easy clean up.

SAFETY ON THE JOB SITE

- Your safety is our top priority. The Cat mini excavator is designed to help keep you safe on the job. Courtesy work lights and a fluorescent retractable seat belt are just a couple of the safety features we've built into the machine.

SIMPLE SERVICE FOR LESS DOWNTIME

- Maintenance is quick and easy on the Cat mini excavator. Routine check points are easy to access at ground level through the side doors. The unique tilt up cab or canopy lets you reach additional service areas when needed.

LOWER OPERATING COSTS

- Equipped with features such as auto idle, auto engine shutdown, and efficient hydraulics with a variable displacement pump, the Cat mini excavator was designed with reducing your operating costs in mind.

UNMATCHED DEALER SUPPORT

- Your Cat dealer is here to help you reach your business goals. From providing equipment solutions to operator training to service needs and beyond, your Cat dealer is ready to help.

Specifications

Engine

Engine Model	C1.1 Turbo	
Net Power @ 2,400 rpm		
ISO 9249, 80/1269/EEC	17.6 kW	23.6 hp
Gross Power @ 2,400 rpm		
SAE J1995:2014	18.4 kW	24.7 hp
Bore	77.0 mm	3.0 in
Stroke	81.0 mm	3.2 in
Displacement	1.1 L	69.0 in³

- Meets U.S. EPA Tier 4 Final and EU Stage V emission standards.
- Net power advertised is the power available at the flywheel when the engine is at rated speed and rated power when the engine is installed with the factory configured fan, air intake system, exhaust system, and alternator with a minimum alternator load.

Weights

Minimum Operating Weight with Canopy*	3025 kg	6,670 lb
Maximum Operating Weight with Canopy**	3425 kg	7,552 lb
Minimum Operating Weight with Cab*	3140 kg	6,924 lb
Maximum Operating Weight with Cab**	3545 kg	7,817 lb
EU: CE Plate Weight with Canopy***	3080 kg	6,791 lb
EU: CE Plate Weight with Cab***	3180 kg	7,012 lb

*Minimum Weight is based on fixed rubber tracks, operator, full fuel tank, standard stick, blade, bucket and no extra counterweight.

**Maximum Weight is based on steel tracks, operator, full fuel tank, long stick, blade, bucket and extra counterweight.

***CE Plate Weight is based on the most common EU configuration. Includes 75 kg (165 lb) operator and full fuel tank and excludes bucket.



303 CR Mini Excavator

Weight Increase from Minimum Configuration

Cab	115 kg	254 lb
Counterweight (light)	100 kg	221 lb
Counterweight (extra)	250 kg	551 lb
Long Stick	25 kg	55 lb
Steel Tracks	125 kg	276 lb

Travel System

Travel Speed – High	4.5 km/h	2.8 mph
Travel Speed – Low	2.6 km/h	1.6 mph
Maximum Traction Force – High Speed	14.7 kN	3,305 lbf
Maximum Traction Force – Low Speed	31.4 kN	7,059 lbf
Ground Pressure – Minimum Weight	27.6 kPa	4.0 psi
Ground Pressure – Maximum Weight	32.3 kPa	4.7 psi
Gradeability (maximum)	30 degrees	

Service Refill Capacities

Cooling System	4.0 L	1.1 gal
Engine Oil	4.0 L	1.1 gal
Fuel Tank	45.0 L	11.9 gal
Hydraulic Tank	18.0 L	4.8 gal
Hydraulic System	35.0 L	9.2 gal

Hydraulic System

Load Sensing Hydraulics with Variable Displacement Piston Pump		
Pump Flow @ 2,400 rpm	100 L/min	26 gal/min
Operating Pressure – Equipment	245 bar	3,553 psi
Operating Pressure – Travel	245 bar	3,553 psi
Operating Pressure – Swing	176 bar	2,553 psi
Auxiliary Circuit – Primary		
Flow*	65 L/min	17 gal/min
Pressure*	245 bar	3,553 psi
Auxiliary Circuit – Secondary		
Flow*	25 L/min	7.0 gal/min
Pressure*	245 bar	3,553 psi
Digging Force – Stick (standard)	16.6 kN	3,732 lbf
Digging Force – Stick (long)	14.8 kN	3,327 lbf
Digging Force – Bucket	28.4 kN	6,385 lbf

*Flow and pressure are not combinable. Under load, as flow rises pressure goes down.

Swing System

Machine Swing Speed	9.0 rpm
Boom Swing – Left	75 Degrees
Boom Swing – Right	50 Degrees

Blade

Width	1550 mm	61.0 in
Height	350 mm	13.8 in

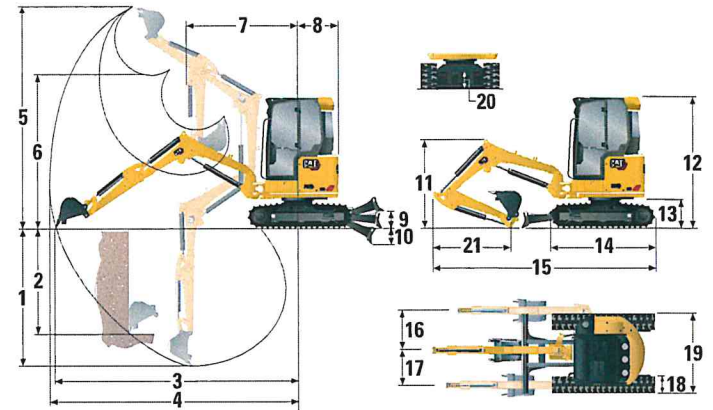
Certification – Cab and Canopy

Roll Over Protective Structure (ROPS)	ISO 12117-2:2008
Tip Over Protective Structure (TOPS)	ISO 12117:1997
Top Guard	ISO 10262:1998 (Level I)

Sound

Operator Sound Pressure (ISO 6396:2008)	78 dB(A)
Average Exterior Sound Pressure (ISO 6395:2008)	94 dB(A)

• European Union Directive “2000/14/EC”



Dimensions

	Standard Stick	Long Stick
1 Dig Depth	2650 mm (104.3 in)	2950 mm (116.1 in)
2 Vertical Wall	1820 mm (71.7 in)	2070 mm (81.5 in)
3 Maximum Reach at Ground Level	4830 mm (190.2 in)	5110 mm (201.2 in)
4 Maximum Reach	4980 mm (196.1 in)	5240 mm (206.3 in)
5 Maximum Dig Height	4510 mm (177.6 in)	4650 mm (183.1 in)
6 Maximum Dump Clearance	3170 mm (124.8 in)	3310 mm (130.3 in)
7 Boom in Reach	1750 mm (68.9 in)	1910 mm (75.2 in)
8 Tail Swing		
without Counterweight	775 mm (30.5 in)	775 mm (30.5 in)
with Counterweight (light)	845 mm (33.3 in)	845 mm (33.3 in)
with Counterweight (extra)	890 mm (35.0 in)	890 mm (35.0 in)
9 Maximum Blade Height	385 mm (15.2 in)	385 mm (15.2 in)
10 Maximum Blade Depth	535 mm (21.1 in)	535 mm (21.1 in)
11 Boom Height in Shipping Position	1600 mm (63.0 in)	1920 mm (75.6 in)
12 Overall Shipping Height	2480 mm (97.6 in)	2480 mm (97.6 in)
13 Swing Bearing Height	570 mm (22.4 in)	570 mm (22.4 in)
14 Overall Undercarriage Length	2070 mm (81.5 in)	2070 mm (81.5 in)
15 Overall Shipping Length†	4510 mm (177.6 in)	4560 mm (179.5 in)
16 Boom Swing Right	870 mm (34.3 in)	870 mm (34.3 in)
17 Boom Swing Left	640 mm (25.2 in)	640 mm (25.2 in)
18 Track Belt/Shoe Width	300 mm (11.8 in)	300 mm (11.8 in)
19 Track Width	1550 mm (61.0 in)	1550 mm (61.0 in)
20 Ground Clearance	310 mm (12.2 in)	310 mm (12.2 in)
21 Stick Length	1260 mm (49.6 in)	1560 mm (61.4 in)

†Overall Shipping Length depends on blade position during shipment.

Cab

Lift Capacities – Minimum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
Lift Point Height			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*792 (*1,746)	630 (1,389)	548 (1,208)	*848 (*1,870)	441 (972)	385 (849)	3.67 (12.0)
	Long Stick	kg (lb)							*741 (*1,634)	376 (829)	327 (721)	3.99 (13.1)
2 m (6.6 ft)	Standard Stick	kg (lb)				*998 (*2,200)	601 (1,325)	520 (1,146)	*864 (*1,905)	349 (769)	303 (668)	4.16 (13.6)
	Long Stick	kg (lb)				*839 (*1,850)	604 (1,332)	522 (1,151)	*767 (*1,691)	304 (670)	263 (580)	4.43 (14.5)
1 m (3.3 ft)	Standard Stick	kg (lb)				*1352 (*2,981)	553 (1,219)	475 (1,047)	*903 (*1,991)	321 (708)	278 (613)	4.29 (14.1)
	Long Stick	kg (lb)				*1227 (*2,705)	549 (1,210)	470 (1,036)	*808 (*1,781)	281 (619)	242 (534)	4.55 (14.9)
0 m (0 ft)	Standard Stick	kg (lb)	*1280 (*2,822)	1003 (2,211)	823 (1,814)	*1522 (*3,355)	525 (1,157)	448 (988)	*955 (*2,105)	335 (739)	289 (637)	4.11 (13.5)
	Long Stick	kg (lb)	*1277 (*2,815)	974 (2,147)	795 (1,753)	*1480 (*3,263)	511 (1,127)	433 (955)	*862 (*1,900)	290 (639)	249 (546)	4.39 (14.4)

Minimum Weight includes cab, rubber tracks, no extra counterweight, operator, full fuel tank and blade.

Lift Capacities – Maximum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
Lift Point Height			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*792 (*1,746)	*792 (*1,746)	647 (1,426)	*848 (*1,870)	573 (1,263)	464 (1,023)	3.67 (12.0)
	Long Stick	kg (lb)							*741 (*1,634)	495 (1,091)	399 (880)	3.99 (13.1)
2 m (6.6 ft)	Standard Stick	kg (lb)				*998 (*2,200)	773 (1,704)	620 (1,367)	*864 (*1,905)	461 (1,016)	372 (820)	4.16 (13.6)
	Long Stick	kg (lb)				*839 (*1,850)	776 (1,711)	622 (1,371)	*767 (*1,691)	408 (899)	328 (723)	4.43 (14.5)
1 m (3.3 ft)	Standard Stick	kg (lb)				*1352 (*2,981)	725 (1,598)	576 (1,270)	*903 (*1,991)	429 (946)	345 (761)	4.29 (14.1)
	Long Stick	kg (lb)				*1227 (*2,705)	721 (1,590)	571 (1,259)	*808 (*1,781)	381 (840)	304 (670)	4.55 (14.9)
0 m (0 ft)	Standard Stick	kg (lb)	*1280 (*2,822)	*1280 (*2,822)	990 (2,183)	*1522 (*3,355)	697 (1,537)	549 (1,210)	*955 (*2,105)	449 (990)	360 (794)	4.11 (13.5)
	Long Stick	kg (lb)	*1277 (*2,815)	*1277 (*2,815)	962 (2,121)	*1480 (*3,263)	683 (1,506)	535 (1,179)	*862 (*1,900)	395 (871)	314 (692)	4.39 (14.4)

Maximum Weight includes cab, steel tracks, extra counterweight, operator, full fuel tank and blade.

Canopy

Lift Capacities – Minimum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
Lift Point Height			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*792 (*1,746)	603 (1,329)	526 (1,160)	*848 (*1,870)	420 (926)	368 (811)	3.67 (12.0)
	Long Stick	kg (lb)							*741 (*1,634)	357 (787)	312 (688)	3.99 (13.1)
2 m (6.6 ft)	Standard Stick	kg (lb)				*998 (*2,200)	574 (1,265)	498 (1,098)	*864 (*1,905)	331 (730)	289 (637)	4.16 (13.6)
	Long Stick	kg (lb)				*839 (*1,850)	576 (1,270)	500 (1,102)	*767 (*1,691)	288 (635)	250 (551)	4.43 (14.5)
1 m (3.3 ft)	Standard Stick	kg (lb)				*1352 (*2,981)	526 (1,160)	453 (999)	*903 (*1,991)	304 (670)	264 (582)	4.29 (14.1)
	Long Stick	kg (lb)				*1227 (*2,705)	522 (1,151)	448 (988)	*808 (*1,781)	264 (582)	228 (503)	4.55 (14.9)
0 m (0 ft)	Standard Stick	kg (lb)	*1280 (*2,822)	952 (2,099)	784 (1,728)	*1522 (*3,355)	498 (1,098)	426 (939)	*955 (*2,105)	317 (699)	275 (606)	4.11 (13.5)
	Long Stick	kg (lb)	*1277 (*2,815)	923 (2,035)	756 (1,667)	*1480 (*3,263)	483 (1,065)	411 (906)	*862 (*1,900)	273 (602)	235 (518)	4.39 (14.4)

Minimum Weight includes canopy, rubber tracks, no extra counterweight, operator, full fuel tank and blade.

Lift Capacities – Maximum Configuration			Lift Point Radius – 2 m (6.6 ft)			Lift Point Radius – 3 m (9.8 ft)			Lift Point Radius (Maximum)			
			Over Front		Over Side	Over Front		Over Side	Over Front		Over Side	m (ft)
Lift Point Height			Blade Down	Blade Up		Blade Down	Blade Up		Blade Down	Blade Up		
3 m (9.8 ft)	Standard Stick	kg (lb)				*792 (*1,746)	774 (1,706)	627 (1,382)	*848 (*1,870)	552 (1,217)	449 (990)	3.67 (12.0)
	Long Stick	kg (lb)							*741 (*1,634)	476 (1,049)	385 (849)	3.99 (13.1)
2 m (6.6 ft)	Standard Stick	kg (lb)				*998 (*2,200)	746 (1,645)	600 (1,323)	*864 (*1,905)	443 (977)	359 (791)	4.16 (13.6)
	Long Stick	kg (lb)				*839 (*1,850)	748 (1,649)	601 (1,325)	*767 (*1,691)	391 (862)	315 (694)	4.43 (14.5)
1 m (3.3 ft)	Standard Stick	kg (lb)				*1352 (*2,981)	698 (1,539)	555 (1,224)	*903 (*1,991)	412 (908)	332 (732)	4.29 (14.1)
	Long Stick	kg (lb)				*1227 (*2,705)	694 (1,530)	550 (1,213)	*808 (*1,781)	365 (805)	292 (644)	4.55 (14.9)
0 m (0 ft)	Standard Stick	kg (lb)	*1280 (*2,822)	1269 (2,798)	954 (2,103)	*1522 (*3,355)	670 (1,477)	529 (1,166)	*955 (*2,105)	431 (950)	346 (763)	4.11 (13.5)
	Long Stick	kg (lb)	*1277 (*2,815)	1240 (2,734)	927 (2,044)	*1480 (*3,263)	655 (1,444)	514 (1,133)	*862 (*1,900)	378 (833)	301 (664)	4.39 (14.4)

Maximum Weight includes canopy, steel tracks, extra counterweight, operator, full fuel tank and blade.

*The above loads are in compliance with hydraulic excavator lift capacity rating standard ISO 10567:2007 and they do not exceed 87% of hydraulic lifting capacity or 75% of tipping capacity. The excavator bucket weight is not included on this chart. Lifting capacities are for standard stick.

303 CR Mini Excavator

Standard and Optional Equipment

Standard and optional equipment may vary. Consult your Cat dealer for details.

	Standard	Optional		Standard	Optional
ENGINE			OPERATOR ENVIRONMENT (continued)		
Cat® C1.1 Turbo Engine (U.S. EPA Tier 4 Final/EU Stage V)	✓		Next Generation Color LCD Monitor (IP66)	✓	
Automatic Engine Idle	✓		– Fuel Level and Coolant Temperature Gauges	✓	
Automatic Engine Shutdown	✓		– Maintenance and Machine Monitoring	✓	
Automatic Two Speed Travel	✓		– Performance and Machine Adjustments	✓	
Fuel Water Separator	✓		– Numeric Security Code	✓	
Power on Demand (not available in all regions)	✓		– Multiple Languages	✓	
Variable Displacement Piston Pump	✓		– Hour Meter with Wake Up Switch	✓	
Load Sensing/Flow Sharing Hydraulics	✓		– Jog Dial (cab only)	✓	
HYDRAULICS			Next Generation Advanced Monitor		✓
Smart Tech Electronic Pump	✓		– Touch Screen		✓
Accumulator	✓		– Site Reference System		✓
Automatic Swing Brake	✓		– High Definition Camera Capable (IP68 and IP69K)		✓
Auxiliary Hydraulic Lines	✓		– Numeric Security Code		✓
One and Two Way Auxiliary Flow	✓		UNDERCARRIAGE		
Continuous Auxiliary Flow	✓		Rubber Belt (300 mm/11.8 in wide)	✓	
Auxiliary Line Quick Disconnects	✓		Steel Track (300 mm/11.8 in wide)		✓
OPERATOR ENVIRONMENT			Dozer Blade	✓	
Tilt-up Canopy or Tilt-Up Cab	✓		Dozer Blade Float	✓	
Cab with Air Conditioning		✓	Tie Downs on Track Frame	✓	
Cab with Heater		✓	BOOM, STICK AND LINKAGES		
Top Guard ISO 10262:1998 Level I	✓		One Piece Boom (2200 mm/86.6 in)	✓	
ROPS – ISO 12117-2:2008	✓		Standard Stick (1260 mm/49.6 in)	✓	
TOPS – ISO 12117:1997	✓		Long Stick (1560 mm/61.4 in)		✓
Stick Steer Mode	✓		Front Shovel Capable	✓	
Travel Cruise Control	✓		Pin-On	✓	
Control Pattern Changer (optional in some regions)	✓		Dual Lock Manual Coupler		✓
Adjustable Wrist Rests	✓		Hydraulic Coupler		✓
Washable Floor Mat	✓		Thumb Ready (not available in all regions)	✓	
Travel Pedals and Hand Levers	✓		Certified Lifting Eye (optional in some regions)	✓	
No Travel Pedals and Hand Levers (optional in some regions)		✓	Attachments including Couplers, Thumbs, Buckets, Augers and Hammers		✓
Machine Security	✓		2nd Auxiliary Hydraulic Lines		✓
Standard Key with Pass Code	✓		Bucket Divert Lines		✓
Push to Start with Key Fob/Pass Code		✓	Boom Lowering Check Valve		✓
Fabric Suspension Seat (Cab only)	✓		Stick Lowering Check Valve		✓
Vinyl Suspension Seat (Canopy only)	✓		Hydraulic Quick Coupler Lines (not available in all regions)		✓
Vinyl Non-Suspension Seat (Canopy only) (not available in all regions)		✓	ELECTRICAL		
Hydraulic Lockout – All Controls	✓		12 Volt Battery	✓	
Retractable High Visibility Seat Belt (75 mm/3 in)	✓		Software (machine and monitor)	✓	
Coat Hook	✓		Maintenance Free Battery	✓	
Cup Holder	✓		Battery Disconnect	✓	
Storage Pocket	✓		Signaling/Warning Horn	✓	
Skylight	✓		12 Volt Power Socket	✓	
Mounting Bosses for Front	✓		Product Link PL243 (regulations apply)		✓
Signaling/Warning Horn	✓		Product Link PLE643 (regulations apply)		✓
Interior Light (Cab only)	✓		Travel Alarm (standard in some regions)		✓
Boom Light, Halogen (not available in all regions)	✓		GUARDING		
LED Front Lights		✓	Polycarbonate Half Height Front Guard (Canopy only)		✓
LED Front and Rear Lights		✓	Polycarbonate Front Guard (ISO 10262:1998 Level I and EN356 P5A)		✓
LED Boom Light		✓	OTHER		
Utility Space for Mobile Phone	✓		Bio Oil Capable		✓
Mirrors Left and Right		✓	Eco Drain		✓
Radio – Bluetooth®, Auxiliary, Microphone, USB (charging only) (Cab only)		✓	Water Jacket Heater		✓
			Extra Counterweight (250 kg/551 lb)		✓

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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AEHQ8350-00 (04-2021)
Build Number: 07A
(Global excluding
China and Japan)





Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-871	
From: David Arce			
Subject: Discussion and consideration to purchase a New TYMCO Model 600 Street Sweeper from Industrial Disposal Supply Co., sourcewell contract #111522 for an amount not to exceed \$357,320 from streets budget and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: Sweeper if approved, will be a demo unit that has been to one trade show, so delivery time will be within 30 days.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
David Arce David Arce Rosalinda Cavazos Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by the Public Works Director.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Street Sweeper, Weslaco 600 SS Stock			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

Date: October 1, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: PURCHASE NEW STREET SWEEPER

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Requesting approval for the purchase of a New Tymco model 600 street sweeper to add to our fleet. Delivery of the new unit will be within 30 days of approval. We also have a new position budgeted to add a driver to this unit. These units are assembled in Waco, Texas and we plan to send staff for training on these units in the future to include mechanics and operators. This is a sourcewell vendor purchase.

Total price is \$357,320

Staff Recommends Approval.

Sourcwell Quote Form v2.0 - Sourcwell Contract #111522-TYM
Feb. 2, 2023 - Feb. 3, 2027



Customer / Sourcwell Member:	City of Weslaco, TX
Sourcwell Member #:	147623
Quote Date:	9/23/2024
Quote Validity:	30 Days
Quoted By:	Kaye Morgan
TYMCO Dealer:	IDS - SA
TYMCO Dealer Contact:	Casey Fischbeck

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

MODEL 600® SWEEPER STANDARD EQUIPMENT

Auxiliary Engine: John Deere diesel turbocharged 4045T Final Tier 4; 4 cylinder; 4.5 L (275 CID); 99 HP @ 2200 RPM; Torque 315 ft. lb. @ 1600 RPM; fuel/water separator, fuel filter; Donaldson PowerCore® air filter with scavenged pre-filter; Remote oil filter; 3.8 useable gallon Diesel Exhaust Fluid (DEF) tank. Includes John Deere Standard Warranty coverage 2 Years /
Amber Beacon Light - LED: SAE Class 1/California Title 13 compliant with protective limb guard.

Auxiliary Engine In-Cab Air Filter Restriction Indicator with Gauge: A filter restriction gauge included on the in-cab BlueLogic display with an audio and visual high restriction indicator.

Auxiliary Engine Protection System: Engine ECU to provide automatic engine monitoring with derate or shutdown when engine problem is detected such as high coolant temperature or low oil pressure.

Auxiliary Fuse Panel: A 12V DC fused power source panel for any needed additional electrical components or accessories, i.e. radios, warning lights, controls, etc.

Back-Up Alarm: ECCO Model 510; SAE Type C 97dB

BlueLogic® Control System: Multiplexed electrical system includes hardware and TYMCO designed software that integrates the in-cab controls to the auxiliary engine and all sweeper functions; as well as provides intelligent safety features. The BlueLogic Control System provides sweeper and auxiliary engine data to the operator through the touchscreen display and the multiplexed switch pack. The display is pedestal mounted for improved visibility and includes hour meters (Trip and Total) for the auxiliary engine, gutter brooms, pick-up head, blower, water pump, and BAH broom if applicable; sweeper odometer (records curb miles swept and sweeping hours), service reminders, custom reminders, overspeed warning, low water audible alarm, dust control system winterization guide and On-Board Diagnostics (OBD) for the auxiliary engine and sweeper.

Duo Skids: Warranted for 2 Years / 2000 hours prorated

Dust Control System: 220 gallon capacity polyethylene water tank (Extra Water capacities available); 5 gpm electric diaphragm type pump; low water audible alarm and message on BlueLogic display; external water level indicator; spray nozzles around pick-up head, gutter broom(s) and inside hopper. Peterbilt 156", Autocar 152" Diesel and Autocar 171" CNG chassis REQUIRES Extra Water Capacity (Refer to Dust Control Options Section).

Gutter Brooms, Twin; LED Floodlights and Parabolic Mirrors: Left and right side mounted 43" diameter wire filled digger type; adjustable LED floodlight for each gutter broom; 10.5" parabolic mirrors. Parabolic Mirrors N/A with Cabover Chassis.

High Capacity Dust Separator

Hydraulic System Protection: Hydraulic filter restriction indicator mounted in filter manifold; sight level gauge mounted on tank. BlueLogic control system continually monitors oil temperature.

LED Alternating Warning Light Set: Rear mounted oval lights (2).

LED Stop/Turn/Tail/Clearance Lights

Pressure Bleeder: Air pressure is deflected out, allowing additional suction across the front of pick-up head.

Rear Mounted LED Floodlights (2)

Rear View Camera System: 3rd Eye®, heavy duty rear infrared camera with 7" color monitor mounted in cab

Reverse Pick-Up Head System: Assists in backing up with Pick-Up Head down

Rubber Lined Blower: Warranty: 1 year / 1,000 hours prorated

Water Fill Hose & Rack: Flexible 20 foot long water tank fill hose with 2-1/2 inch hydrant coupling with rack mount. System incorporates air gap.

Work Platform: Easily accessible work platform located between truck cab and sweeper. Standard equipment with conventional chassis with 165" WB and horizontal exhaust. Not available with Extra Water Capacity or Chassis Vertical Exhaust.

Sweeper Warranty: 1 Year / 1000 Hours. Contact factory for details.

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcwell Price	Sourcwell Ext (Includes 5% Discount)
600000	1	Model 600® Sweeper with Standard Equipment (Base Price)	\$196,443.00	\$186,620.00
1		AUXILIARY ENGINE HYDRAULIC OPTIONS:		
Unpublished	1	Hydraulic Oil Level Shutdown System	\$422.00	\$400.00
2		GUTTER BROOM OPTIONS:		
600081	1	Gutter Broom Drop Down: Right	\$900.00	\$855.00
600081	1	Gutter Broom Drop Down: Left	\$900.00	\$855.00
600022	1	Gutter Broom Tilt Adjuster: Right	\$900.00	\$855.00
600022	1	Gutter Broom Tilt Adjuster: Left	\$900.00	\$855.00
600070	1	Gutter Broom Variable Speed: Right and Left	\$853.00	\$810.00
3		DUST CONTROL SYSTEM OPTIONS:		
Unpublished	1	Additional Left Gutter Broom Nozzle	\$422.00	\$400.00

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
Unpublished	1	Additional Right Gutter Broom Nozzle	\$422.00	\$400.00
Unpublished	1	Additional Hopper Nozzle	\$422.00	\$400.00
600004	1	A.O.D. (Air Operated Diaphragm) Water Pump with Wash Down Hose & Gun (Exchange)	\$2,227.00	\$2,115.00
600021	1	Extra Water Capacity - 330 Gallons: COMDEX®	\$5,022.00	\$4,770.00
600045	1	High Output Water System	\$853.00	\$810.00
Unpublished	1	Water Tank Level Gauge	\$632.00	\$600.00
4	HOPPER OPTIONS:			
600036	1	Abrasion Protection Package	\$1,090.00	\$1,035.00
600084	1	Dump Switch in Cab	\$237.00	\$225.00
600019	1	Hopper Load Indicators	\$474.00	\$450.00
600089	1	Hopper Screen Vibrator	\$1,706.00	\$1,620.00
600043	1	Sweeper Deluge System	\$1,137.00	\$1,080.00
5	PICK-UP HEAD OPTIONS:			
600079	1	Auto Sweep Interrupt (ASI)	\$1,137.00	\$1,080.00
601000	1	Broom Assist Pick-Up Head (Exchange)	\$5,543.00	\$5,265.00
600063	1	Pick-Up Head Curtain Lifter	\$1,706.00	\$1,620.00
Unpublished	1	Pick-Up Head Pressure Inlet Water Injection System	\$1,895.00	\$1,800.00
Unpublished	1	Skid Bumper Extension Set (3")	\$264.00	\$250.00
6	AUXILIARY HAND HOSE OPTIONS:			
600058	1	Auxiliary Hand Hose w/ Hydraulic Boom Assist	\$5,543.00	\$5,265.00
7	STAINLESS STEEL OPTIONS:			
600091	1	Stainless Steel Hopper (Exchange)	\$24,348.00	\$23,130.00
Unpublished	1	Stainless Steel Bolt-On Blower Housing (Exchange)	\$1,579.00	\$1,500.00
8	AIRPORT OPTIONS:			
9	SWEEPER ADDITIONAL OPTIONS:			
600008-B	1	Camera System - Standard Rear Camera and One Additional Camera	\$1,137.00	\$1,080.00
	Location: Pick-Up Head View from Right Side			
Unpublished	1	Sweeper Paint: TYMCO Standard White	\$0.00	\$0.00
10	UNPUBLISHED SPECIAL SWEEPER OPTIONS:			
Unpublished	1	Auxiliary Engine Remote Oil Sight Gauge	\$527.00	\$500.00
Unpublished	1	Dump Door Indicator in Cab	\$790.00	\$750.00
Unpublished	1	Hydraulic Oil Filter Restriction Indicator	\$211.00	\$200.00
Section / Type	Qty	Model 600® Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext
11	CAB CHASSIS:			
600709	1	2025 Freightliner M2-106 PLUS, 33,000 lb. GVWR, 165" WB, Diesel (1-SPD) EPA *For Use in EPA States Only*	\$117,175.00	\$117,175.00
Unpublished	1	DEDUCT: 2023 Freightliner M2-106 Chassis, 165" WB, 31,000 lbs. GVW, Diesel w/Fontaine Premium Dual Steering	-\$11,500.00	-\$11,500.00
12	CHASSIS ADDITIONAL OPTIONS:			
Unpublished	1	LED Amber Traffic Directing Light: Rear Mounted	\$800.00	\$800.00
Unpublished	1	Truck Paint: Standard Factory White	\$0.00	\$0.00
13	UNPUBLISHED SPECIAL CHASSIS OPTIONS:			
14	DEALER UNPUBLISHED OPTIONS:			
15	TOTAL COST OF ACQUISITION COSTS			
	1	Freight / PDI / Inservice	\$3,250.00	\$3,250.00

Purchasing Details: Issue Purchase Orders to TYMCO, Inc., ATTN: Kaye Morgan
(kaye.morgan@tymco.com | 254-799-5546).

Quote is Good for 30 Days (Unless Otherwise Noted Above) | Pricing is Quoted in US Dollars (USD) | Payment Terms: Net 30 Days

Section / Type	Qty	Model 600® Sweeper and Cab/Chassis Equipment	Sourcewell Price	Sourcewell Ext (Includes 5% Discount)
Total Price:			\$357,320.00	
FOB:			Weslaco, TX	
Delivery ARO:			30-60 Days - See NOTE Below	

**Pricing Details: TYMCO, Inc. offers Sourcewell Members a 5% discount on all base sweeper models and sweeper options from the Sourcewell Price Catalog (Base + Items in Sections 1 through 10). Chassis, chassis options, dealer unpublished options and Total Cost of Acquisition Costs (Items in Sections 11 – 15) are not discountable. The Sourcewell Discount shown above is reflective of 5% of all applicable items on this quote.*

Notes

1.

Note: Delivery Subject to Truck Availability



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-945	
From: JOEL RIVERA			
Subject: Discussion and consideration of accepting donations of area rug, lamp, TV stand, two swivel chairs, throw pillows, wall art, and mirror by Martinez Furniture & Appliance (Ramon Martinez and family) in the amount of \$6,749.39 for the soft interview room at the Weslaco Police Department. Possible action. (Staffed by the Police Department.)			
Background: Mr. Ramon Martinez of Martinez Furniture and Appliance is a supporter of the Weslaco Police Department (and law enforcement) and has agreed to donate the furniture for the stipulated purpose. The interview room is used to interview victims of violent crimes (i.e. domestic violence and other part one crimes.)			
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 JOEL RIVERA Martin Garza		Created/Initiated New	
City Manager Comments: Approved as recommended by the Police Department.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Martinez Furniture & Appliance Ticket No I4788			
Responsibilities upon Approval:			

MARTINEZ FURNITURE & APPLIANCE
1303 ANNIE ST
WESLACO TX 78599
(956) 683-7007

09/26/24 14:41:15

TICKET NUMBER: I4788
TICKET DATE: 09/26/24
PAGE: 01 OF INVOICE

SOLD
TO: WESLACO POLICE DEPT
300 S BRG
WESLACO, TX 78599

DIRECTIONS:

INSTRUCTIONS:

SALESPERSON: 002 RAMON MARTINEZ ACCOUNT NUMBER: 803217
TERMS: LAYAWAY
PHONE: (956) 968-8591 Home
PHONE:

QTY	MFG#	STOCK#	FINISH	DESCRIPTION	TAG#	PRICE	STATUS
1		MTZ		AREA RUG	@YI44	299.00	
1		MTZ		LAMP	@YI45	149.00	
1		IFD		6441STN52-TV STAND	@YI46	899.00	
1		ASHLEY		A3000241-SWIVEL CHAIR	@YI47	1,099.00	
2		ASHLEY		A3000602-SWIVEL CHAIR	@YI48	1,798.00	
1		ASHLEY		A1000926-THROW PILOWS4CT	@YI49	259.00	
1		ASHLEY		A1001024-THROW 3PC	@YI50	360.00	
1		ASHLEY		A8000419-WALL ART	@YI51	399.00	
1		ASHLEY		A8010155-MIRROR	@YI52	249.00	
1		ASHLEY		A1001004-THROW PILLOWS4CT	@YI53	599.00	
1		MTZ		DELIVERY	@YI54	125.00	

TOTAL MERCHANDISE 6,235.00
TAX 514.39
TICKET TOTAL 6,749.39
UNPAID BALANCE 6,749.39

STORE POLICY

NO REFUNDS, NO EXCHANGES, ALL SALES ARE FINAL.
NOT RESPONSIBLE FOR MANUFACTURING OR TRANSPORTATION DELAYS.
We require four to six weeks notice for pickup. Our Layaway policy requires payment every
every 2-3 weeks, NO cash refunds on Layaways. Layaways will be terminated if no payment is
received within 45 days. No Layaways over 120 days, 20% restocking charge on all cancellations,

Thank You for Shopping at

Martinez

mercha



Standardized Agenda Request Form

Date of Meeting: October 1, 2024		Agenda Item No. (to be assigned by CSO): 2024-938	
From: Albert Aldana			
Subject: Discussion and consideration of proposed Change Order #1 for the North Wastewater Treatment Plant Aeration Basin Maintenance and Rehabilitation 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):			
NORMA CANTU Albert Aldana Martin Garza		Created	
City Manager Comments: Approved as recommended by Staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 09-26-24CC_CO#1_NWWTP AB M&R, CHANGE ORDER NO 1, Agreement_CB3_RFB2023-24-28			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



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

Martin Garza, City Manager

DATE: September 26, 2024

TO: Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

FROM: Albert J. Aldana, P.E.

RE: **NORTH WASTEWATER TREATMENT PLANT
AERATION BASIN MAINTENANCE & REHABILITATION
PROPOSED AGREEMENT & CHANGE ORDER NO. 1**

As you may recall, at the last city commission meeting, CB3, LLC was awarded RFB No. 2023-24-28 (captioned above) in the amount of \$785,662.00 with the directive to reduce the award by \$100,000.00 for bid item no. 2 for dewatering of the aeration basin, which the city proposes to complete with in-house forces and resources.

This is in accordance with the city attorney's opinion that the city has the authority to reduce the bid award by a maximum of 25% or \$196,415.50. Since the proposed reduction of \$100,000.00 is under this max cap, we can proceed with this directive.

However, it was unclear as to how to contractually carry out this directive, so we sought the guidance of our city attorney. It was determined that the best way to execute this, was to complete a contract agreement for the bid amount of \$785,662.00 and at the same time execute change order number 1 to decrease the bid award in the amount of \$100,000.00

As a result, we seek your approval of this contractual approach and the proposed change order #1 to the proposed agreement. Staff recommends approval.

Please let me know if you have any questions or need further information.

Kind regards.

A handwritten signature in blue ink, appearing to read "Aldana", is written over a light blue circular stamp that is partially visible.

CHANGE ORDER NO: ONE

Owner: **City of Weslaco**
Engineering: **Albert J. Aldana, P.E.**
Contractor: **CB3, LLC**
Project: **RFB 2023-24-28**

Owner's Project No: **RFB 2023-24-28**
Engineer's Project No: N/A
Contractor's Project No:

Contact Name: **NWWTP Aeration Basin Maintenance & Rehabilitation**

Date Issued: September 24, 2024

Effective Date of Change Order: October 2, 2024

The contract is modified as follows upon execution of this Change Order:

Description:

This Change Order will decrease the contract amount due to the city performing bid item #2 for the dewatering of the NWWTP Aeration Basin.

In accordance with the Change Order:

See attachments

Change in Contract Times **[State Contract Time as either a specific date or a number of days]**

Change in Contract Price

Original Contract Price: \$ <u>785,662.00</u>	Original Contract Times: Substantial Completion: 30 Calendar Days Ready for final Payment: 60 Calendar Days
Previously approved Change Orders: \$ <u>0.00</u>	Previously approved Change Orders Substantial Completion: n/a Ready for final Payment: n/a
Contract Price prior to this change order: \$ <u>785,622.00</u>	Contract Times prior to this Change Order: Substantial Completion: 30 Calendar Days Ready for final Payment: 60 Calendar Days
Decrease this Change order: \$ <u>-100,000.00</u>	This Change Order: Substantial Completion: n/a Ready for final Payment: n/a
Contract Price incorporating this Change Order: \$ <u>685,622.00</u>	Contract Times will all approved Change order: Substantial Completion: Nov 22, 2024 Ready for final Payment: Dec 20, 2024

Recommended by Engineer (if required)

By: _____

Albert J. Aldana

Title: City Engineer

Date: _____

Authorized by Owner

By: _____

Adrian Gonzalez

Title: Mayor

Date: _____

Accepted by Contractor (CB3, LLC)

By: _____

Steven Cruz

Title: Owner

Date: _____

Approved by Funding Agency (if applicable)

BASE BID - UNIT PRICE ITEMS

Bidder agrees to perform all work described in the specifications and shown on the plans, for the following unit prices:

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	Mobilization	Lump Sum	—	\$ <u>50,000.⁰⁰</u>
2.	Dewatering Existing Aeration Basin All Complete	Lump Sum	—	\$ <u>100,000.⁰⁰</u>
3.	Dewatering and Removal of all Accumulated Grit Material from Existing Aeration Basin. Basins are estimated to filled in to a estimated depth of 3 feet. All complete	925 CY	\$ <u>178.³⁷</u> /CY	\$ <u>165,000.⁰⁰</u>
4.	Loading, Hauling, and Transporting of all grit material to an approved disposal site. All complete	925 CY	\$ <u>210.⁸¹</u> /CY	\$ <u>195,000.⁰⁰</u>
5.	Removal of all Existing Aeration System Piping and Anchorage in the Existing Aeration Basin All complete	Lump Sum	-----	\$ <u>35,000.⁰⁰</u>

TO BE
COMPLETED
BY CITY

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
6.	Installation of City Supplied Aeration System Equipment and Piping as Supplied by Sanitaire and in accordance with Sanitaire Drawings. To include all anchorage and installation materials and supplies necessary of a complete installation. All complete in place.	Lump Sum	-----	\$ <u>210,662.⁰⁰</u>
7.	Make Aeration System Operational All complete	Lump Sum	---	\$ <u>30,000.⁰⁰</u>

TOTAL UNIT PRICE BASE BID AMOUNT

~~\$ 785,662.⁰⁰~~ **\$685,662.00**
 (Bid Items 1-7) (In Digits)

Seven hundred eighty five thousand, six hundred sixty two dollars.
 (In Words)

(AMOUNTS ARE TO BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN).

BIDDER agrees that all Work will be substantially completed within 30 calendar days from the date when the Contract Time commences to run as in Conditions, and completed and ready for final payment in 45 calendar days. Any failure of the CONTRACTOR to complete the project within the contract time will be considered a material breach of this contract.

In the event of the award of a Contract to the undersigned, the undersigned will furnish a performance and payment bond for the full amount of the Contract, to secure proper compliance with the terms and provisions of the Contract, to insure and guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the Contract.

The proposed work to be done shall be accepted when fully completed and finished in accordance with the Plans and Specifications to the satisfaction of the City

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

Unit and lump sum prices must be shown in words and in figures for each item listed in the Proposal, and in the event of discrepancy, the words shall control. Should bid prices on any items be omitted, the right is reserved to apply the lowest prices submitted by and other bidders for the omitted items in payment for work done under this Proposal. In the event of discrepancies, the Owner reserves the right to accept or reject informalities.

DATE: 07/25/24

Respectfully Submitted,

BY:

CB3, LLC
(Name of Bidding Contractor)


(Signature)

Steven E. Cruz II
(Type or Print Name)

owner
(Title)

1014 Hill Country Rd
(Address)

Edinburg, Tx 78539

(Seal-If bidder is a Corporation)

956-605-9966
(Phone Number)

CB3consultant@gmail.com
(E-mail Address)

AGREEMENT

A. AGREEMENT

This Agreement is made between:

the Owner: The City of Weslaco
255 S. Kansas Ave
Weslaco, Texas 78596

and the Contractor: CB3, LLC
1014 Hill County Rd
Edinburg, Texas 78539

for the following Project: **RFB #2023-24-28 North Wastewater
Treatment Plant Aeration Basin Maintenance
and Rehabilitation**

B. CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the project. The Contract Documents consist of the Contractor's Notice of Award for the North Wastewater Treatment Plant Aeration Basin Maintenance and Rehabilitation, the Instruction to Bidders, the Bid Proposal, the Plans and Specifications, Bid Addenda as indicated in the Bid Proposal, this Contract, and written Change Orders issued after execution of this Agreement.

The Contract Documents represent the entire and integrated contract between the City and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the City and the Contractor.

C. INSPECTION AND ACCEPTANCE

The City's inspection and acceptance of contractual compliance will be accomplished by the City Engineer. We reserve the right to reject unsatisfactory work within a 24-hour period. Contractors have 48 hours to correct unacceptable work. (To be corrected during regular working days, holidays, or weekends.)

D. CONTRACT SUM

Subject to additions and deductions by Change Order, the Contract Sum is:

(Seven hundred eighty-five thousand six hundred sixty-two dollars and zero cents)
\$ 785,662.00

Prior to beginning of each work order, the Contractor shall provide to the City a Schedule of Values based on the contract rates shown in Exhibit A, which shall be used for purposes of periodic payments. The Contract Sum for each work authorization shall include all materials, supplies, tools, equipment, supervision, and labor necessary for the proper prosecution and completion of the Work.

E. CONTRACT TIME

The Contractor shall begin the Work within ten (10) days of receipt of a written Notice to Proceed. The work shall be substantially complete within 30 Calendar days and ready for final payment within 45 calendar days.

F. LIQUIDATED DAMAGES

The Contractor shall be charged a sum of \$250.00 as liquidated damages for each day beyond the Completion Date that the Work is not substantially complete.

G. PAYMENT TERMS:

The City shall pay within thirty (30) days for completed work in monthly draws, less 10% retainage, upon receipt of an acceptable invoice. Invoices shall be in standard form, Application and Certificate for Payment, and shall be accompanied by signed Conditional Release of Liens forms from each applicable subcontractor and supplier.

Retainage shall be paid within in thirty (30) days of receipt of an acceptable Final Invoice. The final Application for Payment shall be accompanied by signed Final Release and Waiver of Liens forms from all subcontractors and suppliers.

H. VENUE

This contract shall be construed according to the laws of the State of Texas. The performance of this Contract shall be in Hidalgo County, and venue for any action will lie exclusively in Hidalgo County, Texas. The Contractor warrants that the completed Project shall be adequate for the purposes intended.

I. INDEPENDENT CONTRACTOR; PERSONNEL

- (a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to City as his/her employer, or as a partner, agent, or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to City's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation, and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal

taxes.

- (b) Contractor represents and warrants to City that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.
- (c) Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Contract Documents. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent. In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions.

J. INSURANCE

- (a) The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to always remain in force during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Weslaco, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.
- (b) The City of Weslaco shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. If the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.
- (c) The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Weslaco Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):

- 1. \$100,000 bodily injury each accident
- 2. \$500,000 bodily injury by disease policy limit
- 3. \$100,000 Bodily injury by disease each employee

Any firm performing work for or on behalf of the City of Weslaco must provide Workers' Compensation insurance.

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors, and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment.

Limits: Bodily injury \$500,000 each person,
\$1,000,000 each occurrence

Property damage \$100,000 each occurrence

This insurance shall be kept in force until the work under this contract has been completed and accepted by the City. The City shall be listed as Additional Insured under the policy.

K. TERMINATION

- (a) Termination for Cause. The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- (b) Termination for Convenience. The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written

notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

- (c) Cancellation for Non-appropriated Funds. The City reserves the right, in its best interest as determined by the City, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- (d) Force Majeure. The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
 - i. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
 - ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
 - iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
 - iv. The non-performing party uses its best efforts to remedy its inability to perform.
 - v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

L. MATERIALITY AND WAIVER OF BREACH

- (a) City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

M. MISCELLANEOUS PROVISIONS

- (a) Successors and Assigns. All the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
- (b) Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
- (c) No Waiver of Governmental Immunity. NOTHING IN THIS SECTION XVI SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.
- (d) Assignment. Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.
- (e) Modification or Amendment. No amendment change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
- (f) Venue. This Agreement and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Hidalgo County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.
- (g) To extend allowed by law, Contractor will and does agree to indemnify, protect, defend with counsel approved by City, and hold harmless by City and their respective elected officials, employees, representatives, and agents from and against all damages, losses, liens, causes of action, suits, judgements, expenses, and other claims of any nature, kind or description, including reasonable attorney's fees incurred in investigating, defending, settling any of the forgoing, by any person or entity, arising out of, caused by, resulting from Contractor's performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent

omission, or willful misconduct of Contractor, anyone directly employed by Contractor, or anyone else whose acts other indemnification or right which City has by law or equity. All Parties will be entitled to be represented by counsel at their own expense.

- (h) Notices. All notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor: [name] _____
[street address] _____
[city, state, zip] _____

If to City: [name] _____
[street address] 255 S. Kansas Ave
[city, state, zip] Weslaco, TX 78596

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

- (i) Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
- (j) Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COMMISSION OF THE CITY OF WESLACO.

EXECUTED THIS _____ DAY OF _____, 2024.

OWNER: CITY OF WESLACO

CONTRACTOR: CB3, LLC

(Signature)

(Signature)

Print Name: Adrian Gonzalez, Mayor
City of Weslaco

Print Name: _____
CB3, LLC

ATTEST:

(Signature)

Print Name: Norma A. Cantu
City Secretary

APPROVED AS TO FORM:

(Signature)

Print Name: Juan E. Gonzalez
City Attorney