



**A SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
WEDNESDAY, NOVEMBER 6, 2024**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Special Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Wednesday, November 6, 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) Recognition of Commissioner Greg Kerr.
 - 2) Proclamation - Small Business Saturday

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 Chamber of Commerce Visitor Center.

- B. Weslaco Economic Development Corporation.

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 Regular Meetings on September 17, 2024, October 1 and 15, 2024, and the Special Meeting on October 21, 2024. (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
- 1) Ordinance 2024-30 for the Voluntary Annexation of Alto Bonito also being Lot 2 Reisser Subdivision, an 8.172-acre tract of land, Weslaco, Hidalgo County, Texas located West of 18th Street East of South Milanos Rd. and authorize the Mayor to execute any related documents. (First reading held October 15, 2024; staffed by Planning & Code Enforcement Department.) Attachment.
- C. Approval to accept the resignation of Greg Kerr, Commissioner At Large. (Staffed by City Manager.) Attachment.
- D. Approval of an agreement with South Texas College allowing Work Study employment at the Mayor Joe V. Sanchez Public Library. (Staffed by the Library Department.)
- E. Approval to authorize Mayor Joe V. Sanchez Public Library to implement a Food for Fines program supporting local food drives and the RGV Food Bank during Holiday Season, implement a Toy Drive to support local toy drives. (Staffed by Library Department.)
- F. Approval to submit a grant application to the Stanton Foundation for \$80,000 to support the purchase of a specialized transport van equipped with a rear HVAC system to ensure proper animal care during transport, and a custom wrap to enhance branding and community visibility with no matching funds from the City of Weslaco required. (Staffed by Grant Manager.)
- G. Approval to ratify the submission of a grant application to the Department of Energy's, Energy Efficiency and Conservation Block Grant for \$71,255.96 to purchase two Ford Maverick Hybrid trucks for Public Works and Five electric patrol bikes for the Weslaco Police Department with no matching funds required from the City of Weslaco. (Staffed by Grant Manager.)
- H. Approval on the petition from SAH-Santa Ana Development for the release of real property located in the city's Extraterritorial Jurisdiction described as 51.692 acres out of Farm Tract 1111, The West and Adams Tracts Subdivision, Hidalgo County, Texas. Located along Mile 12 1/2 North approximately 1,300 feet east of FM 1015. (Staffed

by Planning and Code Enforcement Department.) Attachment.

- I. Approval of Resolution No. 2024-75 to enter into an agreement with TxDOT for closures of streets for a public event in the city limits of Weslaco being a portion of S. Westgate, E. 6th and 12th Streets, Texas Blvd, Hwy. Business 83 and Airport Drive in support of the 2nd Annual South Texas International Marathon event on December 8, 2024; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Building Maintenance, Police, Fire, and EMS Department. (Staffed by Fire Department.) Attachment.
- J. Approval to solicit sealed bids for Drone program purchase of equipment, software, training for use in accident reconstruction, search, and tactical operations. (Staffed by the Police Department.)
- K. Approval to solicit Request for Qualifications for Engineering Services to conduct a traffic study and redesign of the intersection of Vo-Tech and Pike Blvd. (Staffed by Public Works Department.) Attachment.
- L. Approval to solicit bids for construction of sidewalks, curb ramps, driveways, and other concrete flatwork. (Staffed by the Engineering Department.)

V. APPOINTMENTS

- A. Discussion and consideration on Resolution 2024-72 appointing a member to the Weslaco Economic Development Corporation Board. (Staffed by City Secretary.) Attachment.
- B. Discussion and consideration on Resolution 2024-73 appointing members to the Planning & Zoning Commission. (Staffed by City Secretary/Planning Department.) Attachment.

VI. OLD BUSINESS

- A. Discussion and consideration to amend an Administrative Services Agreement with Creative Benefits Administrators to include Health Reimbursement Arrangement (HRA). (There was no action on October 15, 2024; staffed by Human Resources Department.) Attachment.

VII. NEW BUSINESS

- A. Discussion and consideration to approve the Final Plat for Magnolia Ridge Subdivision being 29.00 acres out of Farm Tracts 655, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the intersection of Mile 6 ½ West and West 6th St. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration to approve agreement with SWG for Professional Engineering Services for a Water Conservation and Drought Contingency Plan in the

amount of \$34,200.00. (Staffed by Planning & Code Enforcement.) Attachment.

- C. Discussion and consideration to approve 2024-2025 Interlocal Agreement with County of Hidalgo for the implementation of the Community Development Block Grant (CDBG) under Grant No.B-24-UC-48-0501 setting the City's allotment at \$284,266 for activities to be carried out in the City's jurisdiction. (Staffed by the Finance Department.) Attachment.
- D. Discussion and consideration of an agreement with Alan T. Ozuna, Attorney at Law, for legal services regarding Civil Service and Police and Fire Collective Bargaining matters. (Staffed by City Manager.)
- E. Discussion and consideration to approve a new contract with Valley Risk Consulting Inc., the professional consulting services contract for Roger Garza regarding all employee benefits and risk management programs. (Staffed by Human Resources Department.) Attachment.
- F. Discussion and consideration to purchase six (6) Self Contained Breathing Apparatus (SCBA) in the amount of \$48,600.00 from vendor Metro Fire Apparatus Specialists under Buyboard Contract #698-23 as budgeted. (Staffed by Fire Department.) Attachment.
- G. Discussion and consideration to approve Ordinance 2024-32 authorizing and allowing under the act governing the Texas Municipal Retirement System, "Updated Service Credit", and establish an effective date for such action. First reading of Ordinance 2024-32. (Staffed by Human Resources Department.) Attachment.
- H. Discussion and consideration of approval to authorize issuance of a PO for B2Z Engineering in the amount of \$64,899.00 for construction materials testing for the new library project in accordance with the main agreement executed on October 3, 2023, and work authorization #5 executed on October 11, 2024. (Staffed by Engineering Department.) Attachment.
- I. Discussion and consideration to renew annual software support and maintenance of the ERP Pro 10 (Incode) system from Tyler Technologies for an amount not to exceed \$70,558.78 as budgeted. (Staffed by Information Technology Department.) Attachment.

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

- (2) is liable to a person injured or damaged by the disclosure for:
 - (A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;
 - (B) reasonable attorney fees and court costs; and
 - (C) at the discretion of the trier of fact, exemplary damages.
- (b) An offense under Subsection (a)(1) is a Class B misdemeanor.
- (c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:
 - (1) the defendant had good reason to believe the disclosure was lawful; or
 - (2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by Section §551.074 of the Texas Government Code.
- B. Legal Consultation - Consultation with City Attorney on legal opinion related to the appointment of a Municipal Judge 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 Fire Union (IAFF-WFFA Local 3207) FY October 1, 2022 – September 30, 2025, as authorized by Section §551.071 of the Texas Government Code.
- D. 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.
- E. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental 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.
- G. Legal Consultation - Consultation with City Attorney regarding lawsuit styled C-1678-22-A Christopher De Leon Aircraft Maintenance Professional vs. City of Weslaco and Andrew Muñoz, individually as authorized by Section §551.071 of the Texas Government Code.
- H. 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.

- I. Legal Consultation - Consultation with City Attorney regarding pending claims and contemplated litigation as authorized by Section §551.071 of the Texas Government Code.
- J. 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.
- K. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Blue Diamond as authorized by Section §551.087 of the Texas Local Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I hereby certify this **Notice of a Special Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 1st day of November 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 Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

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: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-519	
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 Ruby Garza, Calvary Christian Center Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: November 6, 2024	Agenda Item No. (to be assigned by CSO): 2024-1018	
From:		
Subject: Weslaco Chamber of Commerce Visitor Center.		
Background: Monthly report.		
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: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1019	
From:			
Subject: Weslaco Economic Development Corporation.			
Background: Monthly report.			
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: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-524	
From:			
Subject: Approval of the Minutes of the Regular Meetings on September 17, 2024, October 1 and 15, 2024, and the Special Meeting on October 21, 2024. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for the regular meetings of September 17, 2024, October 1 and 15, 2024 and a special meeting on October 21, 2024.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve contingent to any comments from the governing body.			
Staff Recommendation:			
Attachments, if any: 240917 minutes, 241001 minutes, 241015 Minutes, 241021 minutes			
Responsibilities upon Approval: Execute and retain.			



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
SEPTEMBER 17, 2024**

On Tuesday, September 17, 2024, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Adrian Farias
	Commissioner	Letty Lope
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza

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

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, MariCarmen Garcia, Asst. 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, Rosa Badillo, Court Coordinator, George Quilantan, 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 13, 2024.

B. Invocation.

Lay Leader Richard Elkins First Baptist Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

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

E. Mayoral recognition.

1) Hispanic Heritage Month

Mayor Gonzalez and the City Commission recognized the month of September as Hispanic Heritage Month.

II. PUBLIC COMMENTS

Juan Cavazos, 1420 N. Kansas Ave, asked for a status regarding a release of lien for a drainage project from 1956 in reference to his property Gonzalez Addition Lots 9, 10 and 10A, Mr. Cavazos stated that all fees owed to city have been paid and requested the city provide a letter to the title company so that he may proceed with the selling of the property.

Randy Hall, 1400 El Paseo Drive, voiced his objections and concerns on the monies being spent for the new library; requested the commission save those monies and look at paying for the library in cash in five years.

III. REPORTS

A. Inframark.

George Quilantan, Inframark, presented his report for August updates on the Water Treatment Plant Reservoir, continue to maintain good water levels and will continue to monitor those level; reported the new blower at the North Water Treatment Plant, no issues and continues to work as expected, new gate valves installed that are designed to isolate clarifiers. The South Water Treatment Plant had a torque overload installed in one of the clarifiers. Lift station 1 had a new well cover installed, making it a safer work environment. Capital and General Repairs are currently in the works for all water treatment plants and lift station 50. Commissioner Farias had concern regarding the cost for the South Water Treatment Plant Golf Course lift station pump repair and requested staff research if an agreement between the city and golf course to aide in financial assistance with these types of repairs had been done. August flows for the Water Treatment Plant was 6.4 mgd, operating at 42% capacity; North Wastewater Treatment Plant flow was 2.52mgd, operating capacity at 51%, South Wastewater Treatment Plant flow was 1.6mgd, operating capacity was at 66%.

B. Animal Care Services

Krista Cheramie, Animal Care Services Manager, reported on a partnership with Petsmart and an adoption event in Harlingen had 5 dogs adopted. During the Lemonade Day event, young entrepreneur Sofia Silva used her earnings and donated 350 lbs. of dog and cat food. Ms. Cheramie reported 30 dogs were rescued and transported to rescue groups to the cities of Corpus Christi and George Town. Petco Loves Director of Live-saving Ms. Chelsea Staley assisted with providing vet care to medical case #1 Shar-Pei, Shar-Pei, was transferred to North American Shar-Pei Rescue. Upcoming adoption events scheduled for Alfresco on Thursday, September 19th and at Tractor Supply Saturday, September 21st. A tentative date for a rabies vaccine clinic at Moreno's is scheduled for September 28th.

C. Mayor Joe V. Sanchez Library Project - Architect's presentation of construction of the new library.

Omar Rodriguez, Parks and Recreation Director, stated Bob Simpson, Boultinghouse, Simpson Gates Architects was in attendance for the status update.

Bob Simpson prepared and presented a copy of spreadsheet showing the Mayor and commissioners a snapshot of the current budget and cost estimates of the new library. The proposed new building cost estimates totaled \$8,421,736. Additional cost for demolition, theater wall, Porter Doss demolition, professional engineering architecture fees, furniture and equipment cost totaled \$2,196,000. Total project cost estimated at \$10,696,521. Mr. Simpson stated that the cost estimate included 3 bid alternatives that may be accepted or rejected which he presented in the documents provided to commission. Stated that bidding and construction scheduled to go out to bid Wednesday, September 25, 2024, the contractors documents will be available November 5th and award bid on November 19th.

IV. PUBLIC HEARING

Commissioner Pedraza seconded by Commissioner Lopez moved to open public hearing. The motion carried unanimously; Mayor Gonzalez was present and voting.

- A. To solicit input from the public regarding the City of Weslaco proposed ad valorem property tax rate of .6867 per \$100 valuation, pursuant to Texas Tax Code Section 26.05(d). (Staffed by Finance Department.)

Randy Hall voiced objection stating tax rate was being increased by public notice. Mr. Hall voiced the commission needed to be more transparent in informing their constituents on the financials of the city by the debt on record.

Rolando Garza, Chief Appraiser for Hidalgo County, clarified tax rate increase is a result of the increased valuation of the property, not a tax rate increase to its citizens as Chief Appraiser he sets the value of the property based on comparable sales going on in this region.

- B. To solicit input on behalf of Reymundo Carrillo to approve a Conditional Use Permit to obtain an On-Premises Mixed Beverage Permit, at 320 W IH 2 Ste B, also being Lot 1, Extreme Nutrition, Weslaco, Hidalgo County, Texas.

No comments.

- C. To solicit input on behalf of City of Weslaco to approve the purpose of the moratorium pertaining to applications for duplexes, triplexes, fourplexes and multifamily residential development.

No comments.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to close the public hearing. The motion carried unanimously; Mayor Gonzalez was present and voting.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine, and the Governing Body has been furnished with background and support material 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 Regular Meeting on September 3, 2024 (Staffed by City Secretary Department.)

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

1) Ordinance 2024-08 amending Ordinance 2012-02 to increase members for the Animal Shelter Advisory Board and authorize the Mayor to execute any related documents. First rereading held February 20, 2024; staffed by City Secretary.)

2) Ordinance 2024-24, adopting the City of Weslaco's budget appropriations for Fiscal Year 2024-2025 commencing October 1, 2024, and ending September 30, 2025, and authorize the Mayor to execute any related documents. (First reading held September 3, 2024; staffed by Finance Department.)

3) Ordinance 2024-25 amending Ordinance 2023-39 the Master Fee Schedule and authorize the Mayor to execute any related documents. (First reading held September 3, 2024; staffed by Finance Department.)

C. Approval to authorize staff to solicit Request for Qualifications for Financial Advisory Services and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

D. Approval to ratify acceptance of the FY2025 Truancy Prevention and Intervention Program Grant #4003405 for the amount of \$123,979.13 for the First Offender Program Coordinator's salary, overtime for peace officers, training and project supplies (no match required) and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval to ratify acceptance of the Victims of Crime Act Formula Grant #3814606 for the amount of \$96,985.57 with a cash match of \$24,246.39 to pay for the Crime Victim's Coordinator salary, training, software, shelter, and business cards/flyers and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

F. Approval to solicit bids on renewal Risk and Resilience Assessment and Emergency Response Plan for the City of Weslaco. (Staffed by Inframark/City Manager.)

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve consent agenda withholding item C. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Approval to authorize staff to solicit Request for Qualifications for Financial Advisory Services and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

Commissioner Lopez stated the consultant is very important as far as fiscal responsibility to the citizens of Weslaco; the current consultant for Advisory Services has been consulting for Weslaco for the past 20 years and has seen the city of Weslaco go through ups and downs. Commissioner Lopez requested the commission upon the solicitation process of the RFQ's, ensure the respondents are experienced and meet all qualifications.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve staff to solicit Request for Qualifications for Financial Advisory Services. The motion carried (4-2); Commissioners Kerr and Lopez against; Mayor Gonzalez was present and voting.

For the record following is the caption of Ordinance 2024-08, Ordinance 2024-24 and Ordinance 2024-25.

ORDINANCE 2024-08

AN ORDINANCE AMENDING ORDINANCE NUMBER 2012-02, THE CITY OF WESLACO ANIMAL SHELTER ORDINANCE; CODIFIED AS CHAPTER 22 DIVISION 8 OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

ORDINANCE 2024-24

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF WESLACO FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; APPROPRIATING AND ADOPTING THE ANNUAL BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE 2024-2025 FISCAL YEAR.

ORDINANCE 2024-25

AN ORDINANCE AMENDING ORDINANCE 2023-39, THE MASTER FEE SCHEDULE TO REVISE EXISTING FEES AND ESTABLISH NEW FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH THE RESPECT TO THE SUBJECT MATTER HEREOF.

CITY OF WESLACO
/s/Adrian Gonzalez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

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

VI. NEW BUSINESS

A. Discussion and presentation of a curbside recycling program. (Staffed by Public Works Department.)

David Arce, Public Works Director, recognized and thanked the Recycle Task Force Committee for their time and service; stated currently 2 recycling centers located on the Northside and Southside (centralized) for Weslaco citizens and averaged about 1,200 visits per month. The Recycling Committee is currently working on bringing a curbside service to Weslaco citizens, 200

bins were ordered and delivered August 23rd for the curbside option. There are currently recycle bins for cardboard only throughout WISD schools. Mr. Arce provided statistics regarding a survey conducted back in March regarding whether citizens would pay a fee for curbside recycling service, numbers showed that out of 550 people surveyed 66 percent would pay a fee. Mr. Arce presented 3 rate options, Option #1 a fee of \$5.00 per month, Option # 2 \$.17 cents per month for all city customers and \$4.00 for those who would opt in for curbside service or Option #3 \$50.00 one-time fee and \$5.00 monthly service fee.

Martin Garza, City Manager stated this was a presentation item only and would be back to the commission for official action if interested in pursuing.

B. Discussion and consideration after public hearing on behalf of Reymundo Carrillo to obtain an On-Premise Mixed Beverage Permit, at 320 W IH 2 Ste B, also being Lot 1, Extreme Nutrition, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning and Code Enforcement Director stated six property owners were notified, and no objection received. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to approve a Conditional Use Permit to obtain a Mixed Beverage Permit, at 320 W IH 2 Ste B, Lot 1, Extreme Nutrition as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration to approve the Final Plat for Monte Cielo Subdivision Phase II being 12.44 acres out of Farm Tracts 214, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 2,640 ft. south of Mile 10 North on the east side of Mile 6 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated this was a proposed fifty-four lot subdivision for residential use; located inside the city limits and water serviced by North Alamo Water Supply Corporation and sewer by the city; applicant requested a variance off-site drainage and has provided letters of support from the irrigation and drainage districts. The Planning and Zoning Commission recommended approval with variance, staff recommended approval and compliance with the ordinance on the variance.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to approve the Final Plat for Monte Cielo Subdivision with variances as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Discussion and consideration after public hearing to adopt Ordinance 2024-26 and accept the presentation into record for the moratorium pertaining to applications for duplexes, triplexes, four-plexes and multifamily residential development and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-26. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated a moratorium was necessary to account for the shortage of essential public facilities and to provide the written findings. Rebekah stated as per TLGC 212.135 allowed to evaluate and assess impact fees and determine how the city obtains money when the developers come in to recoup the cost for doing upgrades to water, sewer and to streets. Some of the areas based off the TLGC are water and wastewater treatment plants, lift stations, manholes, drainage etc. Contributing factors that were evaluated for the need of a moratorium was the 2045 Land Use Map, current subdivision ordinance, zoning ordinance, ETJ and CCN.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to approve Ordinance 2024-26 to accept the presentation for the moratorium pertaining to applications for duplexes, triplexes, four-plexes and multifamily residential development as presented. The motion carried (4-2); Commissioners Kerr and Lopez against; Mayor Gonzalez was present and voting.

E. Discussion and consideration on Ordinance 2024-27, adopting and levying the ad valorem tax rate for Fiscal Year 2024-2025 and authorize the Mayor to execute any related documents. ROLL CALL VOTE REQUIRED. First and final reading of Ordinance 2024-27. Possible action. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, recommended to adopt the same tax rate as last year of \$0.6867 per \$100 valuation; stated two components of the tax rate is \$0.4379 for maintenance and operations and \$0.2488 for the interest and debt service fund. Staff recommended approval and stated since the tax rate consisted of two components, each must be approved separately.

In response to Mayor Gonzalez, staff stated the tax rate is not being increased. The increase is based on the valuation levied of property.

Mayor Gonzalez called the question on the adoption of tax rate of \$0.4379 per \$100 valuation for maintenance and operations. By roll call vote the motion carried unanimously; Mayor Gonzalez was present and voting.

Mayor Gonzalez called the question on the adoption of \$0.2488 for the interest and debt service fund. By roll call vote the motion carried unanimously; Mayor Gonzalez was present and voting.

Mayor Gonzalez called the question on the adoption of the property tax rate of \$0.6867 which is effectively a 4.65% increase in tax as presented. By roll call vote the motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration to approve Resolution 2024-66 nominating Joe Olivarez to the Hidalgo County Appraisal District Board of Directors for the 2025-2027 election and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Commissioner Kerr seconded by Commissioner Lopez moved to approve Resolution 2024-66 to nominate Joe Olivarez to the Hidalgo County Appraisal District Board of Directors as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration to approve the Economic Development Corporation of Weslaco annual budget and work plan for fiscal year 2024-2025 and authorize the Mayor to

execute any related documents. Possible action. (Staffed by Weslaco Economic Development Corporation.)

Commissioner Kerr seconded by Commissioner Pedraza moved to approve the Economic Development Corporation of Weslaco annual budget and work plan for Fiscal Year 2024-2025. The motion carried unanimously; Mayor Gonzalez was present and voting.

H. Discussion and consideration of the Boys & Girls Club of Weslaco Solar Project with Synergy Solar Systems of McAllen, TX and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated a presentation was done at the September 3rd City Commission Meeting and direction was too move forward and bring back an agreement for possible action. Staff recommended approval and noted the project was at no cost to the city.

Commissioner Kerr seconded by Commissioner Gonzalez, Jr moved to approve the agreement between the City of Weslaco, the Boys & Girls Club of Weslaco Solar Project with Synergy Solar Systems. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration to approve a request from the Mid-Valley Soccer Association for use of Judge Gilbert Garza Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated this was the annual request from Mid-Valley Soccer League to use city facilities. Cassie Fuentes, President of the Association was in attendance. Staff recommended approval of the lease agreement.

In response to the commission, Omar Rodriguez stated information requested (financials) have been submitted including their registration information.

Commissioner Pedraza questioned if staff was present at these gatherings for cleaning purposes, in which Omar responded yes. Commissioner Pedraza also asked if the league would provide the bylaws, organization structure officers and contact information to the city for the purpose of addressing or directing public inquiries to the proper authorities regarding the league activities in which Omar responded that the information has been requested from the board and has not yet been received.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to approve the lease agreement between the City of Weslaco and the Mid Valley Soccer League. The motion carried unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration of a request from the Boys & Girls Club of Weslaco for the use of Mayor Pablo Pena City Park Baseball/Softball Complex to conduct a winter baseball program and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez stated this was a new program that the Boys & Girls Club wanted to provide for gap during the season and felt this would help to raise money for the program. Staff recommended approval.

Commissioner Gonzalez, Jr seconded by Commissioner Lopez moved to approve the request from the Boys & Girls Club of Weslaco to use Mayor Pablo Pena City Park Baseball/Softball Complex. The motion carried unanimously; Mayor Gonzalez was present and voting.

K. Discussion and consideration to accept the submission of Construction Documents for the Mayor Joe V Sanchez Library project, approve a budget of cost of work not to exceed \$8,500,000 and authorize the architect Boultinghouse Simpson Gates Architects, Inc. to proceed to the next phase of Procurement Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez recommended approval to proceed to the next phase with construction documents, budget and procurement services with architect Boultinghouse Simpson Gates Architects, Inc as presented.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to approve the submission of construction documents and approve a budget of cost not to exceed \$8,500,000 and authorize the architect Boultinghouse Simpson Gates Architects, Inc. to proceed to the next phase of Procurement Services. The motion carried unanimously; Mayor Gonzalez was present and voting.

L. Discussion and consideration to authorize staff to solicit bids for the construction of the New Mayor Joe V Sanchez Public Library Project based on an estimated budget of \$8,500,000. Possible action. (Staffed by Parks & Recreation Department.)

Omar Rodriguez recommended approval to authorize staff to proceed to solicit bids for construction on library project.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve staff to solicit bids for the construction of the library project. The motion carried unanimously; Mayor Gonzalez was present and voting.

M. Discussion and consideration to approve distribution of communication credit received from BCBS health insurance renewal to employees with dependent care coverage to offset the premium increase incurred for FY 24-25 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Luz Galindo, Human Resources Director, stated a communication credit of \$82,000 would be provided by BCBS in the renewal for FY 24-25, the renewal did come with a premium increase; therefore, staff recommended passing the savings to the employees with dependent coverage to offset the premium increase and went over how the credit to an FSA – Flexible Spending Account would be distributed based on the tier coverage the employee selected for the dependents. Staff recommended approval.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve staff to distribute of communication credit received from BCBS to employees with dependent care coverage. The motion carried unanimously; Mayor Gonzalez was present and voting.

N. Discussion and consideration on Resolution 2024-67 to approve “Authorized Signers” for New York Life Insurance and Annuity Corporation and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources Department.)

Luz Galindo stated that New York Life Annuity plan is a grandfathered plan; there are currently 4 members enrolled and 1 member wished to surrender their account. Staff recommended approval to update the “Authorized Signers” of the account which would be the Mayor and City Manager.

Commissioner Kerr seconded by Commissioner Lopez moved to approve Resolution 2024-67 “Authorized Signers” for New York Life Insurance and Annuity Corporation. The motion carried unanimously; Mayor Gonzalez was present and voting.

O. Discussion and consideration of a project award for RFB 2023-24-28 North Wastewater Treatment Plant Aeration Basin Maintenance and Rehabilitation and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Albert Aldana, City Engineer, stated three bids were received for the aeration basin project, two were considered nonresponsive, one was due to no bid bond submitted and the other was incomplete package; respondent CB3 submitted a bid of \$785,662. Mr. Aldana stated the budget for the project was \$500,000 and staff reviewed to determine any cost savings and recommended the city to do the dewatering for the existing aeration basin that could save \$100,000. Mr. Aldana stated legal was consulted and believed they could contact CB3 and asked once awarded would they be agreeable to remove the dewatering cost because the city would do in-house, and they verbally agreed. On September 13th staff received notice that the removal of the dewatering item would not be acceptable and because of that staff recommended to reject the bids and re-advertise for bids.

Juan E. Gonzalez, City Attorney, stated he met with staff regarding the request for bids and voiced the concern that only 1 bid complied with all the requirements; staff indicated to him this was time sensitive because a delay to this project could cause major problems with the blower; stated since the solicitation was a request for bids and not a competitive proposal technically the city could not negotiate the bid and after further discussion with staff regarding the project the question was if the sole bid is accepted and unable to negotiate the bidding process would need to begin all over and for this reason the recommendation was to reject all bids and re-advertise.

Commissioner Kerr voiced the recommendation to re-advertise for bids was in the best interest of the city and its citizens because the project cost could reach a million and the bid amount was already over budget.

In response to Mayor Gonzalez the City Attorney stated the procurement process was done correctly.

Steve Cruz, CB3, addressed the commission and stated he was willing to work with the city; after discussions he had with staff, he advised his attorney on the events and was told he could not negotiate and remove a cost on a contract that had not been awarded to him and advised staff to that effect; conversed with staff to get clarification on addendums issued regarding submittal time of bid and the dewatering item.

City Attorney stated after a bid contract is awarded the city can increase or decrease the work so long as it does not exceed 25% of the original contract price; the commission could award and come back and remove the dewatering cost so long as the difference does not exceed 25% of the awarded contract.

Martin Garza stated the committee composed of staff and Inframark looked for cost savings, it was agreed that the dewatering could be done inhouse and would reduce the cost to the project; requested staff confirm with legal if this component of the bid could be removed (dewatering) and staff approached CB3 if they would agree and was done with good intention based on conversations with legal. Stated the email from CB3 raised a concern with him that he should not have been approached to negotiate based on the Texas Government Code that you cannot negotiate until award of contract and his recommendation was to re-advertise.

Mayor Pro-Tem Farias seconded by Commissioner Gonzalez Jr moved to approve and award CB3 for RFB 2023-24-28 North Wastewater Treatment Plant Aeration Basin Maintenance and Rehabilitation. The motion carried (4-2); Commissioners Kerr and Lopez against; Mayor Gonzalez was present and voting.

P. Discussion and consideration on 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 of Ordinance 2024-28. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated when the street was widened speed limits were posted but were not officially established by ordinance. Staff performed a speed study that showed speeds were high going north and a significant number of accidents within a three-year period were reported due to failure to control speed. Staff recommended approval to keep and adopt the 45mph speed limit from Covey Street to Mile 10 and to keep and adopt the 35mph from Covey Street to Sugarcane Drive.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr moved to approve Ordinance 2024-28 adopting speed limit on Westgate Drive between Sugarcane and Mile 10N Road. The motion carried unanimously; Mayor Gonzalez was present and voting.

Q. Discussion and consideration on 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 of Ordinance 2024-29. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated previous commission action approved the installation of stop signs at the proposed Hike and Bike Trail Project being done by Hidalgo County Precinct 1; staff performed a speed study to determine what the appropriate speed limit should be after stop signs were put in

and factors considered was the existing speed, accident activity, and the proposed future geometry of the road of how they are going to install a median. Staff recommended lowering the existing speed of 45mph to 35mph from 6th Street to 18th Street.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr moved to approve Ordinance 2024-29 to change the existing speed limit of 45mph to 35mph from 6th Street to 18th Street. The motion carried unanimously; Mayor Gonzalez was present and voting.

R. Discussion and consideration of approval of proposed change order #1 to the Cleckler-Heald RDF Project increasing the existing contract by \$121,213.05 for fencing improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by the Engineering Department.)

Albert Aldana stated Orlando Cruz Principal Engineer of Cruz-Hogan Consultants was in attendance for the status update.

Mr. Cruz went over concerns received from WISD in reference to the fencing of the Cleckler-Heald RDF Project. WISD requested 8ft fencing instead of the originally proposed 6ft fencing. Mr. Cruz stated that the original plan was approved by WISD in previous meetings with them which at the time were not an issue. Mr. Cruz stated they went out for bids and a contractor was secured, however a change in administration at B. Garza Middle School occurred which is now prompting the change from 6ft fence to 8ft fence between the RDF and B. Garza Middle School. As per Mr. Cruz the school administrator is asking for the fence to be like what they currently have which is steel fencing and for the current 6ft fence on Sugarcane and Border to be upgraded to 8ft steel fence. The contractor was asked to provide a cost estimate with the new changes which caused the original estimate to increase.

Martin Garza clarified the change of the proposed 6ft fencing to 8ft fencing resulted because of new legislation passed regarding the perimeter security fencing for schools under the Texas Education Agency.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve change order #1 to the Cleckler-Heald RDF Project increasing the existing contract by \$121,213.05 for fencing improvements. The motion carried unanimously; Mayor Gonzalez was present and voting.

S. Discussion and consideration of award of RFB 2023-24-34 Mile 9 N Rd Metal Beam Guard Fence Installation to the most advantageous bidder and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated that 3 bids were received and evaluated, Camarillo Contractors with a bid of \$38,740, Go Underground with a bid of \$45,900 and RGV Renovations \$22,500. Staff recommended to award RGV Renovations and noted RGV Renovations was the general contractor that assisted L&G contractors to install the existing metal beam guard fence.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to approve to award RFB 2023-24-34 Mile 9 N Rd Metal Beam Guard Fence Installation to RGV Renovations. The motion carried unanimously; Mayor Gonzalez was present and voting.

VII. EXECUTIVE SESSION

At 8:25 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 9:20 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Legal Consultation – 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.

No action.

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.

Commissioner Kerr seconded by Commissioner Pedraza moved to approve the City Manager and negotiating team proceed with negotiations as discussed in executive session. The motion carried; Mayor Gonzalez was present and voting.

D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

No action.

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.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve to provide notice to the owner of Lots 22-25m Block 8, L.D. Morgans Addition as discussed in executive session. The motion carried; Mayor Gonzalez was present and voting.

F. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project Rip Wheeler as authorized by Section §551.087 of the Texas Local Government Code.

Commissioner Kerr abstained from discussion and vote.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the incentives for Project Rip Wheeler as discussed in executive session. The motion carried; Commissioner Kerr abstained; Mayor Gonzalez was present and voting.

G. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for Project 5 Guys as authorized by Section §551.087 of the Texas Local Government Code.

Commissioner Kerr abstained from discussion and vote.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the financial offer or other incentives to Project 5 Guys as discussed in executive session. The motion carried; Commissioner Kerr abstained; Mayor Gonzalez was present and voting.

X. ADJOURNMENT

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to adjourn the regular meeting of September 17, 2024, at 9:21 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



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

On Tuesday, October 1, 2024, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Adrian Farias
	Commissioner	JP Rodriguez
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Josh Pedraza

ABSENT:	Commissioner	Greg Kerr
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STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Eden Ramirez, Jr.	City Attorney

Also present: Edna Silva, Interim Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, MariCarmen Garcia, Asst. Library Director, Luz Galindo, HR Director, Albert Aldana, City Engineer, Antonio Lopez, Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Omar Rodriguez, Parks and Recreation Director, Lily Alvarez, Airport Director, Rosa Badillo, Court Coordinator, George Quilantan, 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 27, 2024.

B. Invocation.

Pastor Manuel Portillo, from The Way of the Redeemed Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

Norma A. Cantu, City Secretary, called the roll and noted at the time of roll call the absence of Commissioner Kerr and a quorum present.

E. Mayoral recognition.

1) Proclamation - Economic Development Corporation Manufacturing Week

Mayor Gonzalez along with the City Commission recognized the month of October as “Economic Development Corporation Manufacturing Week”.

2) Proclamation - Domestic Violence Awareness month

Mayor Gonzalez along with the City Commission recognized the month of October as “Domestic Violence Awareness Month”.

II. PUBLIC COMMENTS

Randy Hall voiced objection regarding the tax rate increase, stating it received news through local media and Facebook, stated that the city was trying to hide the tax rate from the people, by saying “no tax rate increases over and over”. Presented a few comments from city of Weslaco citizens made on social media.

III. REPORTS

A. Weslaco Economic Development Corporation.

Michelle Garcia, Digital Communications Manager, presented the destination marketing report expenditures for September 2024 that totaled \$17,791; visitors totaled 289 and door tracking had 2,039; went over upcoming ribbon events; invited the commission to a networking lunch at Olive Garden tomorrow at 11:30am; WSS Shoes would be having their 40th Anniversary on October 19th and would be having a little pop up at their new location located at the Shops at North Bridge from 12pm – 2pm., Cold Stone Creamery was contacted by their corporate office to give away free ice cream and they chose to donate it to the Boys & Girls Club. The Shops and North Bridge traffic update about 64,000 visitors monthly according to Placer AI. Dutch Bros coffee sees about 32,000 visitors each month. Business recruitment efforts have been ongoing with the Industrial Park. There are currently 3 business interested as per ongoing discussions. During the Alfresco events between the months of August and September there were about 5,000 attendees. A new construction of a 10,000 square foot warehouse at the Mid-Valley Industrial Park will begin construction in November. An EDC mixer will take place on October 10th at Glacier’s Beer and Beverage, the event is to target investors of industrial, realtors, developers etc. The EDC is currently looking into signage so citizens would be able to see the industrial park off International Highway 1015, this will be presented to the Board on October 16th, this would be a momentum

sign. EDC are hoping to also create a plaque to thank board members and elected officials who have helped in the Industrial Park project.

B. Weslaco Chamber of Commerce.

Barbara Jean Garza, President/CEO, presented the destination marketing report as stated by the Economic Development Corporation, the Weslaco Candidate Forum will take place October 2nd at 6pm for commissioners and 7:15pm for the Weslaco ISD School Board, the chamber hosts this event on an annual basis to be able to provide an opportunity for candidates to share their platform with the business community and the community at large. Ribbon Cutting for Rio Family Dental will be on October 21st. Knapp Medical Center will do a celebration to promote a new device called the Davinci on October 29th. Ms. Garza also mentioned that they would be celebrating a variety of programs during Chamber of Commerce Week from October 14th – 18th. Other events mentioned were the Cancer Awareness Walk sponsored by the city of Weslaco and David Fuentes office, Precinct 1 to take place October 5th, National Night Out October 5th and Frontera Fest October 19th.

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.)

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.)

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.)

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.)

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.)

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.)

Commissioner Rodriguez seconded by Commissioner Gonzalez Jr moved to approve consent agenda as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

For the record following is the caption of Ordinance 2024-28 and Ordinance 2024-29.

ORDINANCE NO. 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.

ORDINANCE NO. 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.

CITY OF WESLACO
/s/Adrian Gonzalez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:
/s/ Eden Ramirez, Jr., CITY ATTORNEY

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.)

Rosie Cavazos, Finance Director, stated the Weslaco Museum Director Crystal Rodriguez requested the annual contribution; the city budgeted \$90,000 with \$69,100 budgeted from the General funds and \$20,900 from hotel/motel fund. Staff recommended approval and stated this is the same amount budgeted as last fiscal year.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to approve 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, as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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 \$72,560 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Rosie Cavazos stated presentations were made from the listed agencies at workshop on August 20, 2024 for consideration of funding from the Hotel/Motel Room Occupancy tax proceeds. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Gonzalez Jr moved to approve 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, as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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 purpose's 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.)

Rosie Cavazos stated the agreement outlines services the Boys and girls Club will provide to help promote recreational programs for the city; this is an annual request and budgeted. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve the Public Purposes Services Contract with the Boys and Girl Club of Weslaco in the amount not to exceed \$75,000 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Rosie Cavazos stated annual review of the investment policy is required; the investment policy has been reviewed with no changes to its present structure at this time. Staff recommended approval of Resolution 2024-29 to adopt the annual Investment Policy.

Commissioner Lopez seconded by Mayor Pro Tem Farias moved to approve Resolution 2024-69 to adopt the annual Investment Policy for the City of Weslaco, as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Rosie Cavazos stated two responses were received; ABHR, LLP and TXP were evaluated and ranked by the committee that was composed of the City Engineer, Public Works Director, Planning/Code Enforcement Director and the Finance Director. The committee ranked TXP, Inc as the best qualified and most advantageous respondent and recommended to negotiate a contract with TXP, Inc.

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to award the best qualified, most advantageous respondent to the Request for Qualifications for the creation of a Tax Increment Reinvestment Zone (TIRZ), as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

Martin Garza stated for the record that he did not have a recommendation for this item.

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.)

David Arce, Public Works Director, stated the mini excavator was for the water distribution division, this is an open cab unit as requested by staff because it would have better communication than a closed cab unit. Staff had requested an attachment but after further review will wait because for the attachment a trailer is needed. Requested approval for the purchase of the John Deer mini excavator at a cost of \$53,607.10 and noted it is a Sourcewell vendor. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Lopez moved to purchase a John Deere compact excavator from sourcewell vendor Doggett Heavy Machinery (#011723-JDC) for an

amount not to exceed \$53,607.10 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

David Arce, Public Works Director, stated the equipment was a broom sweeper to clean curbs daily and should not be confused that it is a street sweeper; the New TYMCO Model 600 Street Sweeper will supplement the fleet, delivery time is within 30 days of approval, a position budgeted for the operation of equipment, operators and mechanic staff will attend training to maintain sweeper. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Rodriguez moved 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 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Armando Espinoza, Assistant Police Chief, recommended approval to accept the donations; would be used specifically to have an area for those victims of violence and violent crimes to feel safe and help encourage victims to report the crimes.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr. moved to accept donations from Martinez Furniture & Appliance in the amount of \$6,749.39 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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.)

Albert Aldana, City Engineer, stated previous commission action awarded CB3, LLC; staff met with CB3 regarding the scope of work and contractor was in agreement with Change Order #1 that would reduce original contract price from \$785,662 to \$685,662. Staff recommended approval.

Martin Garza stated the decrease resulted because the dewatering scope of work would be done inhouse.

Mayor Pro Tem Farias seconded by Commissioner Gonzalez Jr moved to propose Change Order #1 for the North Wastewater Treatment Plant Aeration Basin Maintenance and Rehabilitation Project, as presented. The motion carried; Commissioner Lopez against; Mayor Gonzalez was present and voting.

VI. EXECUTIVE SESSION

At 6:18 p.m. Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 6:58 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Legal Consultation – 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.

No action.

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.

No action.

D. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

No action.

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.

No action.

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.

No action.

VIII. ADJOURNMENT

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to adjourn the regular meeting of October 1, 2024, at 6:59 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



**MINUTES OF A REGULAR MEETING
WESLACO CITY COMMISSION
October 15, 2024**

On Tuesday, October 15, 2024, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Adrian Farias
	Commissioner	JP Rodriguez
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez Jr.
	Commissioner	Josh Pedraza
ABSENT:	Commissioner	Greg Kerr
STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Ben Castillo	Interim City Attorney

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah de la Fuente, Director of Planning and Code Enforcement, MariCarmen, Asst. Library Director, Luz Galindo, HR Director, Albert Aldana, City Engineer, Chris Sanchez, Asst. Fire Chief, Joel Rivera, Police Chief, David Arce, Public Works Director, Omar Rodriguez, Parks and Recreation Director, Lily Alvarez, Airport Director, Rosa Badillo, Court Coordinator, George Quilantan, 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, October 11, 2024.

B. Invocation.

Pastor Raja Masilamony, Seventh Day Adventists Church led the invocation.

C. Pledge of Allegiance.

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

D. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting perfect attendance and a quorum present.

E. Mayoral recognition.

1) Proclamation – Chamber of Commerce Week

Mayor Gonzalez along with the City Commission proclaimed October 14-18, 2024 as “Texas Chamber of Commerce Week”

2) Proclamation – TX1015 Sweet Onion Day

Mayor Gonzalez along with the City Commission proclaimed October 15, 2024 as “TX1015 Sweet Onion Day”.

3) Proclamation – Fire Prevention Month

Mayor Gonzalez along with the City Commission proclaimed the month of October 2024 as “Fire Prevention Month”

II. PUBLIC COMMENTS

Noe Rodriguez Jr. expressed his displeasure in the Weslaco Police Department handling regarding a theft of his property (computer) that occurred two years ago; stated the hard drive contained a project of information he had been compiling and wanted to work with the police department to get this resolved.

Barbra Garza, CEO Weslaco Chamber of Commerce, stated the Lemonade Program is a nationwide event and the city/chamber participated for the first time this year; received notification that the City/Chamber was awarded “The New Kid on the Block Program” that is a nationally recognized award bestowed to participants of the program; awarded because as first time participant exceeded in the efforts of bringing awareness of the importance of this program, exceeded the fund raising goals to the Lemonade Program in their community(s) that had forty-three students who participated from across the mid-valley that raised \$9,000 of which \$3,000 came back to the community.

Randy Hall stated the Drainage Advisory board ineffectiveness was because of the lack of funds from the commission, the absence of advice to the commission to request funds and to use existing funds; commented he did not resign from the drainage advisory board his letter stated his term expired in July and did not seek another term.

III. REPORTS

A. Drainage Improvements update.

Eloy De Leon, Vice-Chairman Weslaco Drainage Advisory Board, stated they meet quarterly; as a board they make recommendations regarding projects and areas of concern; reported in 2019 a citywide study done regarding drainage improvements; in 2020 four drainage projects were completed and Phase I had the installation of 38 flap gates; 2022 had a big project done that was the Pleasantview RDF and improvements of storm lines; 2023 Bridge and 10th drainage

improvements and 2024 projects are the RDF at Cleckler Heald -B Garza, Border Road Mile 5 ½. Mayor Pablo Pena Park RDF with storm lines and stated a funding application submitted for Harlon Block Sports Complex for improvements. Introduced advisory members Annett Valadez who thanked the commission for their support and stated a very helpful tool is a drainage dashboard that is available on the city website under Engineering that shows citywide the drainage projects and Homer Saenz Jr. thanked the commission for his appointment and looked forward to serving the community.

IV. PUBLIC HEARING

Commissioner Pedraza seconded by Lopez moved to open the public hearing at 6:06 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

- A. To solicit input on behalf of Gloria Salazar to approve a Conditional Use Permit to operate an event center at 2611 N Texas Blvd. Ste 5, also being Lot 3, Block 1, Tejas Development, Weslaco, Hidalgo County, Texas.

No comments.

- B. To solicit input in compliance with the Consolidated Plan for Community Planning and Development (CDBG) Urban County Program Fiscal Year 38 (2025) Needs Assessment Plan.

No comments.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to close the public hearing 6:07 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

V. CONSENT AGENDA

All items listed under the Consent Agenda are considered to be routine, and the Governing Body has been furnished with background and support material 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 on the request from First Baptist Church for street closure from 2:00pm to 8:00 pm on October 31, 2024, from Kansas Street between 6th and 7th Street for their Halloween Fall Festival and authorize the Mayor to execute any related documents. (Staffed by City Manager.)

- B. Approval to ratify acceptance of the FY25 Violence Against Women Act (VAWA) Justice and Training Program #4507603 for the amount of \$21, 487.67 with a cash match of \$9,209.01 to pay for training in violence against women and family violence and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

- C. Approval on Resolution 2024-70 to apply for the FY2025 Motor Vehicle Crime Prevention Authority SB224 Catalytic Converter Grant in the amount not to exceed \$61,000 with 20% match required not to exceed \$12,200 to purchase fixed lpr cameras and have access to

software data and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approval to use the Court Technology Fund to pay for the yearly maintenance fee for Tyler Technologies Incode Software System for Municipal Court, which includes the following services: Court Case Management, and Third-Party System Software (System Software Non-SQL Maintenance) in the amount not to exceed \$11,643.88 and authorize the Mayor to execute any related items. (Staffed by the Municipal Court.)

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

VII. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Gloria Salazar to approve a Conditional Use Permit to operate an event center at 2611 N Texas Blvd. Ste. 5, also being Lot 3, Block 1, Tejas Development, Weslaco, Hidalgo County, Texas, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning & Code Enforcement Director, stated twenty-one property owners were notified with no objection received; applicant will operate an event center for small events. The Planning and Zoning Commission and staff recommended approval.

Mayor Pro Tem Farias seconded by Commissioner Lopez moved to approve a Conditional Use Permit to operate an event center at 2611 N Texas Blvd. Ste 5 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration to approve Ordinance 2024-30 for the Voluntary Annexation of Alto Bonito also being Lot 2 Reisser Subdivision an 8.172-acre tract of land, Weslaco, Hidalgo County, Texas located West of 18th Street East of South Milanos Rd. and authorize the Mayor to execute any related documents. First reading of Ordinance 2024-30. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the development was a proposed thirty-six lot subdivision located outside of city limits; serviced with water and sewer from the city and use is residential. The Planning and Zoning Commission and staff recommended approval as the voluntary annexation will be contiguous to the current city limits.

Commissioner Pedraza seconded by Lopez moved to approve Ordinance 2024-30 for the Voluntary Annexation of Alto Bonito Subdivision as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration to approve the Final Plat for Altamura Subdivision being 41.06 acres out of Farm Tracts 242 and 249, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located approximately 170 feet south of Mile 12 North and Mile 5 West

and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the development was a proposed sixty-five residential lot subdivision located outside of city limits; serviced with water from North Alamo water Supply Corporation and sewer from On-Site Sewage Facility (OSSF); developer requested variances for OSSF and off-site drainage and provided the letters of support from the drainage and irrigation districts. The Planning and Zoning Commission recommended approval with variances and staff recommended approval with compliance with the ordinances on the variances.

Commissioner Gonzalez Jr. seconded by Mayor Pro Tem Farias moved to approve the Final Plat for Altamura Subdivision as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Discussion and consideration to approve the Final Plat for the Amended Plat of Mid-Valley International Industrial Park Subdivision being 146.09 acres out of Farm Tracts 1056,1057 and 1058 Blk 116, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the Northeast corner of the intersection of Mile 9 & 1015 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the development was a proposed twenty lot subdivision with industrial and commercial use located inside city limits; developer is amending the existing plat because there were errors that were corrected regarding lines table measurement and metes and bounds. The Planning and Zoning Commission and staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the Final Plat for the Amended Plat of Mid-Valley International Industrial Park Subdivision as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

E. Discussion and consideration to approve the Water Rights Fees be waived for Texas Heights Phase II Subdivision being 22.192 acres out of Farm Tracts 108 and 109, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on Texas Blvd & Northcross Avenue and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the subdivision was submitted as a single-phase development in 2021; developer afterwards divided the project into two phases, Texas Heights Phase I was recorded January 30, 2023 and Texas Heights Phase II was approved April 16, 2024 by the commission and the Water Rights Ordinance was adopted on February 6, 2024. Staff stated in accordance with the ordinance the amount calculated to convert the water rights is \$63,432.90 due from the developer. Staff recommended denial of the request because Phase II was approved after the adoption of the water rights ordinance.

Mike Hernandez, Melden & Hunt, addressed the commission and stated the developer requested consideration for a waiver of fees; went over the timeline of Phase I and Phase II and commented water rights fees were never mentioned and requested favorable consideration to waive the fees.

Minutes of the Regular Meeting on October 15, 2024

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Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to deny the Water Rights Fees be waived for the Texas Heights Phase II Subdivision as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

F. Discussion and consideration on the petition from Greener Pastures Mobile Home Subdivision for the release of 3.94-acre tract of land being Lots 82,133,134,135 and 136, Greener Pastures Mobile Home 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 & Code Enforcement Department.)

Rebekah de la Fuente stated the development is a proposed fourteen lot subdivision located outside city limits; serviced with water and sewer by the city and stated the city oversaw the installation of the water and sewer lines are according to city standards. The developer requested removal from the City's ETJ in accordance with SB 2038. Staff recommended approval as petitioner has submitted the required documents.

In response to Mayor Pro Tem Farias, calls for police matters would come from the Hidalgo County and Fire/EMS services there are interlocal agreements for the rural areas.

Mayor Pro Tem Farias seconded by Commission Rodriguez moved to approve the petition from Greener Pastures Mobile Home Subdivision for the release of 3.94-acre tract of land being Lots 82, 133, 134, 135 and 136, Greener Pastures Mobile Home Subdivision as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

G. Discussion and consideration to approve Ordinance 2024-31 adopting a final budget amendment to the General fund and Water/Wastewater, Solid Waste, Airport and other funds presented and authorize the Mayor to execute any related documents. First and final reading of Ordinance 2024-31. Possible action. (Staffed by Finance Department.)

Rosie Cavazos, Finance Director, stated the final reconciliation of the FYE24 budget staff identified overages/expenditures; reported on the major funds impacted was General fund had a positive impact to fund balance of \$571,013, Water & Sewer fund had a positive impact to combined fund balance of \$613,284, Solid Waste had a positive impact of \$28,712, Airport fund had a positive impact of \$1,575 and amended other small governmental funds with immaterial impacts. Staff recommended approval of Ordinance on first and final reading.

Commissioner Pedraza seconded by Commissioner Rodriguez moved to approve Ordinance 2024-31 adopting a final budget amendment to the General fund and Water/Wastewater, Solid Waste, Airport and other funds as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

For the record, following is the caption.

ORDINANCE 2024-31

AN ORDINANCE AMENDING ORDINANCE NUMBER 2024-16, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, FINDING NEED TO AMEND THE 2023-2024 MUNICIPAL BUDGET; TO

WIT; GENERAL FUND, \$1,547,708 IN EXPENDITURES & \$2,118,721 IN REVENUE; WATER/WASTER NET COMBINED, (\$613,284) IN REVENUES OVER EXPENDITURES; SOLID WASTE FUND BY \$18,787 IN EXPENDITURES AND \$47,499 IN REVENUE; AIRPORT BY \$1,575 AND \$0 IN EXPENDITURES AND REVENUE RESPECTIVELY; CIP FUND \$0 IN REVENUES, AND \$26,769 IN EXPENDITURES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

CITY OF WESLACO
/s/Adrian Gonzalez, MAYOR

ATTEST:
/s/Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:
/s/Benjamin Castillo, INTERIM CITY ATTORNEY

H. Discussion and consideration on Resolution 2024-71 to approve participation with the cities served by AEP Texas Inc., authorizing hiring of Lloyd Gosselink Attorneys and Consulting Services to review the AEP's Resiliency Plan and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza, City Manager, stated AEP filed for a rate cost increase; the city is part of a coalition of cities that hire Lloyd Gosselink Attorneys and Consulting Services to review the application to negotiate a reasonable rate increase and recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Resolution 2024-71 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration to accept the resignation of the City Attorney and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza stated a letter of resignation was received from the City Attorney Juan E. Gonzalez on September 24, 2024 and recommended to accept the resignation.

Commissioner Pedraza seconded by Commissioner Lopez moved to accept the resignation of the City Attorney as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration to appoint an Interim City Attorney and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Martin Garza stated an appointment of an interim city attorney is needed to have legal services available; past meetings legal services have been from the firm of O'Hanlon, Demerath & Castillo Attorneys at Law, working with Eden Ramirez and tonight Ben Castillo was in attendance.

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to appoint Benjamin Castillo of O'Hanlon, Demerath & Castillo Attorneys at Law as Interim City Attorney as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

K. Discussion and consideration to award the Airport Appraisals Rent Study Contract to AMCG for a fixed fee of \$29,195 and authorize Mayor to execute any related documents. Possible action. (Staffed by Airport Department.)

Lily Alvarez, Airport Director, stated AMCG presented to the commission the scope of the rental study. Staff recommended approval of AMCG to do a rent study that will outline current local rates; stated this would include corporate hangers, T-hangers and land leases owned by the city. Staff recommended approval.

Benjamin Castillo, Interim City Attorney, recommended approval be contingent to legal review.

Commissioner Pedraza seconded by Lopez moved to award the Airport Appraisals Rent Study Contract to AMCG for a fixed fee of \$29,195 contingent to legal review as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

L. Discussion and consideration to amend an Administrative Services Agreement with Creative Benefits Administrators to include Health Reimbursement Arrangement (HRA) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Human Resources.)

Luz Galindo, Human Resources Director, stated the amendment is for a Health Reimbursement Arrangement that would allow the communication credit (flexible spending account) be provided for the employees with dependent coverage that was approved by previous commission action; IRS regulations allow an employer contribution of \$500 per employee towards a flexible spending account; the health reimbursement arrangement would allow up to \$1,000 per employee contribution. Staff noted an employee with dependent coverage would have a maximum contribution of \$800.

Mayor Pro Tem Farias recommended to table because the city's consultant for the medical health insurance was not aware of the amendment and allow time for review and comments.

Mayor Gonzalez suggested no action be taken and there was no objection.

No action.

M. Discussion and consideration to award bid for RFB #2023-24-36 to the most advantageous bidder, Cornett Construction, LLC out of La Feria, Texas, in the amount of \$1,853,024.99 for the proposed new Lift Station #12 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Marcus Cruz, Cruz Hogan Inc. Project Engineer, stated seven bids were received, tabulated and the low bidder was vetted with everything in order. The recommendation from Cruz Hogan Inc. and staff was to award Cornett Construction, LLC the low bidder in the amount of \$1,853,024.99.

Commissioner Pedraza seconded by Mayor Pro Tem Farias moved to award bid to Cornett Construction, LLC in the amount of \$1,853.024.99 for the proposed new Lift Station #12 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VIII. EXECUTIVE SESSION

At 6:38 p.m. Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

At 7:33 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Legal Consultation – 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.

No action.

C. Legal Consultation – Consultation with City Attorney regarding Liquid Environmental as authorized by Section §551.071 of the Texas Government Code.

No action.

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

No action.

E. Legal Consultation – Consultation with the City Attorney regarding Weslaco Fire Union (IAFF-WFFA Local 3207) vs City of Weslaco as authorized by Section §551.071 of the Texas Government Code.

Commissioner Rodriguez abstained from discussion and vote.

No action.

F. Legal Consultation – Consultation with the City Attorney regarding Weslaco Fire Union (IAFF-WFFA Local 3207) vs City of Weslaco as authorized by Section §551.071 of the Texas Government Code.

No action.

G. Economic Development - Consultation with the City Attorney regarding financial offer or other incentives for project Blue Diamond as authorized by Section §551.071 of the Texas Government Code.

No action.

X. ADJOURNMENT

Mayor Pro Tem Farias seconded by Commissioner Pedraza moved to adjourn the regular meeting of October 15, 2024, at 7:34 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



**MINUTES OF A SPECIAL MEETING
WESLACO CITY COMMISSION
OCTOBER 21, 2024**

On Monday, October 21, 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
ABSENT:	Commissioner	Greg Kerr
STAFF PRESENT:	Martin Garza	City Manager
	Norma A. Cantu	City Secretary
	Ben Castillo	Interim City Attorney

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Albert Aldana, City Engineer, David Arce, Public Works Director, Antonio Lopez, Fire Chief, Rick Mendoza, Information Technology Director.

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, October 18, 2024.

B. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Commissioner Kerr and Mayor Pro Tem Farias and quorum present.

II. PUBLIC COMMENTS

None.

III. NEW BUSINESS

Mayor Pro Tem Farias arrived.

A. Discussion and consideration to exercise the one-year extension option with Pavement Markings for Weslaco Pavement Marking Improvements and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce, Public Works Director, requested approval to exercise the first extension of a three single year option with Pavement Markings from Donna; agreement was approved September 2023 for one-year with the extension renewal options; vendor agreed to honor the same pricing of the original agreement. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Pedraza moved to approve a one-year extension with Pavement Markings as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration to enter into an agreement with the developer of Chelsea Park Subdivision for road improvements on a section of West 10th Street and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

David Arce stated the developer is paving in his development Chelsea Park Subdivision located on 10th and Border Ave.; approximately 170 feet of asphalt of the existing roadway is in need of an overlay; developer offered to overlay the additional section at no charge for labor and equipment if the city considered to pay for the two loads needed of asphalt (approximately 50 tons @ \$86/ton = \$4,300); staff noted the developer is required to remove the current curb on the north side of the road and widen the street by approximately three (3) feet as part of the subdivision process. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve an agreement with the developer of Chelsea Park Subdivision for road improvements on a section of West 10th Street as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VII. ADJOURNMENT

Commissioner Pedraza seconded by Commissioner Rodriguez moved to adjourn the special meeting of October 21, 2024, at 5:37 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: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-998	
From: REBEKAH DE LA FUENTE			
Subject: Ordinance 2024-30 for the Voluntary Annexation of Alto Bonito also being Lot 2 Reisser Subdivision, an 8.172-acre tract of land, Weslaco, Hidalgo County, Texas located West of 18 th Street East of South Milanos Rd. and authorize the Mayor to execute any related documents. (First reading held October 15, 2024; staffed by Planning & Code Enforcement Department.)			
Background: The proposed development is currently located outside the City of Weslaco city limits. This subdivision is being serviced with water by City of Weslaco through an 8" waterline and sewer by City of Weslaco through an 8" sewer line. The property is within a Flood Zone "X".			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the annexation at their regular meeting of October 2, 2024.			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approved as recommended by Staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Voluntary Annexation- Alto Bonito - Memo, alto bonito - areial, Alto bonito subd. -Application, O2024-30 Alto Bonito-Annex Ordinance			
Responsibilities upon Approval: Staff will advise the applicant.			

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

MEMO

TO: Mayor and City Commission

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

RE: Voluntary Annexation- Alto Bonito

DATE: October 8, 2024

The proposed thirty-six (36) lot subdivision is located just outside the City of Weslaco city limits along West 18th street east of South Milanos Rd. The location is provided with water and sewer by City of Weslaco. This annexation will be contiguous to the current city limits.

Thank you,

Rebekah de la Fuente, CFM

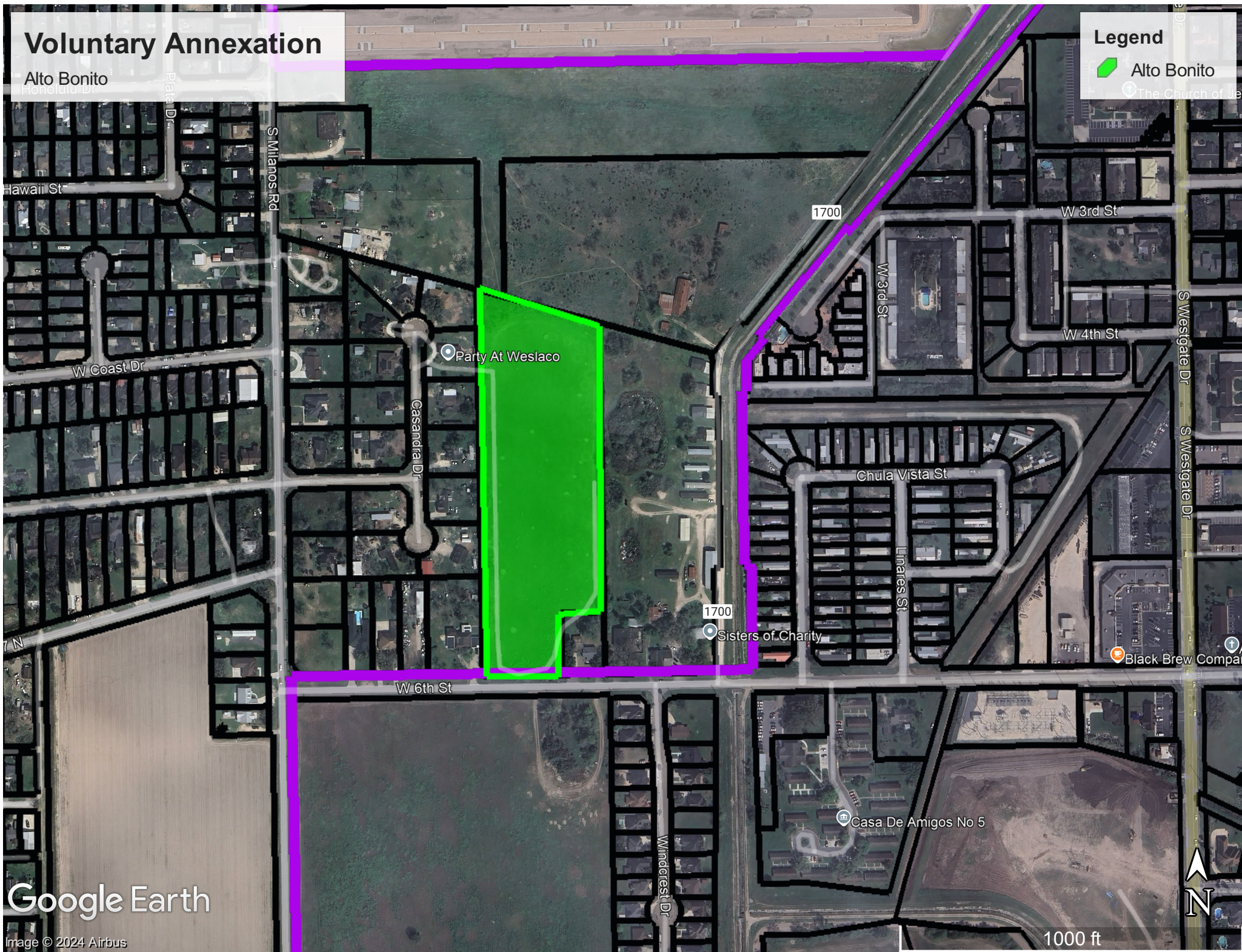
Voluntary Annexation

Alto Bonito

Legend

 Alto Bonito

 The Church of Jesus Christ of Latter-day Saints



Google Earth

Image © 2024 Airbus

1000 ft



APPLICATION FOR VOLUNTARY ANNEXATION

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: Alto Bonito Subdivision

Location: North side of Sixth Street & approx 600 ft east of S. Milanos Rd.

Legal Description: All of Lot 2, Reisser Subdivision City of Weslaco

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

OWNER INFORMATION

Owner's Name: 3BU Limited Partnership Telephone: (956) 778-8252

Address: 533 N Alamo Rd Fax: _____

City: Alamo State: Texas Zip: 78516 E-mail: art@ortegaventures.com

ENGINEER INFORMATION

Name: Gilberto A Gracia Telephone: (956)240-3246

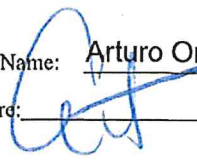
Address: 2121 E Griffin Parkway suite 2 Fax: _____

City: Mission State: Texas Zip: 78574 E-mail: diana.izaguirre@yahoo.com

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Arturo Ortega
Owner Signature:  Date: 9-18-24
_____ is the authorized agent
Authorized Agent Signature: _____ Date: _____
Authorized Agent Printed Name: _____

THIS PAGE FOR STAFF USE ONLY

Date Received: _____ Received By: _____
Staff Review Date: _____
P & Z Commission Approval: _____
City Commission Approval on First Reading: _____
City Commission Approval on Final Reading: _____

1. Survey is valid only if print has original electronic seal and signature of surveyor.
2. Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 Feet.
3. Commitment of Title Insurance issued by Westcor Land Title Insurance Company
Reference: Anne Reisser
To: 3BU Family Limited Partnership Inc.
GF: No. AT-24-1183

Also, see Schedule B. 10.a thru 10.i for additional easement and property matters.

- a. Building/setback lines, easements, and/or other matters as shown on plat recorded in/under Volume 28, Page 73-B Map/Plat Records, Hidalgo County, Texas.
- d. Any inclusion in the Hidalgo County Drainage District(s) including any and all easements, terms, conditions, fees, charges, liens and/or assessments.
- g. Any portion of subject property lying within the boundaries of a public or private roadway whether dedicated or not.
- h. Visible and apparent easements on or across property described in Schedule A.

4. Homero L. Gutierrez did not research or prepare a title report or abstract of title on the above property.
5. Building, zoning, platting and/or regulatory laws and/or ordinances at any municipal and/or other governmental authority will apply.
6. The existence, if any underground gas lines or other underground utilities not shown on this survey should be thoroughly investigated by the owner prior to any construction on this site. The Surveyor has limited his investigation of underground utilities on this site to that which can be seen.
7. Surveyor's statement: The property corners of the tract surveyed were staked out based on the best fit of monuments found for this property and others within the immediate vicinity, taking into account the intent of the surveyors' original foot steps. A survey of the original mother tracts to correctly establish minor discrepancies that were found in the property corners would not be a feasible option for the parties concerned. The client has been made aware of any discrepancies found and the respective action taken to stake out his property as per the found and set monuments shown hereon.
8. Flood Zone "X" - Areas determined to be outside 500-year floodplain.
Community Panel No. 480334 0450C
Map Revised: June 6, 2000
Revised to Reflect LOMR Dated: May 30, 2002

ORDINANCE NO. 2024-30

AN ORDINANCE ANNEXING ADDITIONAL TERRITORY TO THE CORPORATE LIMITS OF THE CITY OF WESLACO, HIDALGO COUNTY, TEXAS ON VOLUNTARY PETITION OF AREA LAND OWNER SUCH LAND BEING 8.172 ACRES OF LAND, LOCATED IN HIDALGO COUNTY, TEXAS, WHICH IS CONTIGUOUS TO THE CITY LIMITS AND HEREINAFTER DESCRIBED; AS SHOWN IN THE ATTACHED EXHIBIT; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

SECTION 2. There is hereby annexed on voluntary petition of area landowner as part of the territory within the corporate boundaries of the City of Weslaco the following tract located in Hidalgo County, Texas, that totals to 15.00 acres and are more specifically described as follows, to-wit:

METES & BOUNDS DESCRIPTION

AN 8.172-ACRE TRACT OF LAND, MORE OR LESS, BEING ALL OF LOT 2, REISSER SUBDIVISION, IN CITY OF WESLACO, TEXAS, AS PER MAP OR MAP THEREOF RECORDED IN VOLUME 28, PAGE 73, MAP RECORDS, THE COUNTY CLERK OFFICE, HIDALGO COUNTY, TEXAS (REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSE), IS LOCATED ON THE NORTH SIDE OF SIXTH STREET (MILE 7 NORTH ROAD) APPROXIMATELY 582 FEET EAST OF MILE 6 ½ WEST ROAD, IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.) BEING AT A NO. 4 REBAR FOUND, BEARING S 01°10'15" W A DISTANCE OF 3.26 FROM A NO. 4 REBAR FOUND, FOR THE APPARENT NORTHWEST CORNER OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT, AND ALSO BEING THE POINT OF BEGINNING (P.O.B.) OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 75°40'00" E, ALONG AN EXISTING HOGWIRE FENCE AT A USUAL 3.01 FEET TO THE LEFT OF, FOLLOWED BY AN EXISTING CHAILINK FENCE AT A USUAL 0.57 OF A FOOT TO THE LEFT OF, AND WITH THE APPARENT NORTH LOT LINE OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 369.24 FEET TO NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791, BEARING N 01°10'15" E A DISTANCE OF 3.66 FROM NO. 4 REBAR FOUND, FOR THE APPARENT NORTHEAST CORNER OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 01°10'15" W, ALONG AN EXISTING CHAILINK FENCE AT A USUAL 0.43 OF A FOOT TO THE LEFT OF, AND WITH THE APPARENT WEST LOT LINE OF A 6.64-ACRE TRACT OF LAND VESTED IN JEFFREY WALKER (FINAL DIVORCE DECREE, DOCUMENT NO. 16017686, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), THE EAST LOT LINE OF SAID REISSER SUBDIVISION, AND THE EASTERNMOST EAST LOT LINE OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 318.33 FEET TO A NO. 4 REBAR FOUND FOR THE APPARENT NORTHEAST CORNER OF LOT 1 OUT OF SAID REISSER SUBDIVISION, AND THE NORTHERNMOST SOUTHEAST CORNER OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED; AND EAST LOT LINE OF SAID LOT 2

THENCE, N 88°49'45" W, WITH THE APPARENT NORTH LOT LINE OF SAID LOT 1, AND THE NORTHERNMOST SOUTH LOT LINE OF SAID 8.172-ACRE TRACT, A DISTANCE OF 125.00 FEET TO A NO. 4 REBAR FOUND WITH CAP FOR AN APPARENT INTERNAL CORNER OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 01°10'15" W, WITH THE APPARENT WEST LOT LINE OF SAID LOT 1, AND THE WESTERNMOST EAST LOT LINE OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 174.24 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 ON THE APPARENT EXISTING NORTH RIGHT-OF-WAY LINE OF SAID SIXTH STREET, BEARING N 01°10'15" E A DISTANCE OF 9.99 FEET FROM A NO. 4 REBAR FOUND, FOR THE APPARENT SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 88°49'45" W, WITH THE SAID SIXTH STREET EXISTING NORTH RIGHT-OF-WAY LINE THE APPARENT SOUTH LOT OF SAID REISSER SUBDIVISION, AND THE SOUTHERNMOST SOUTH LOT LINE OF SAID LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 230.80 FEET TO A NO. 4 REBAR FOUND, BEARING N 01°10'15" E A DISTANCE OF 10.08 FEET FROM A NO. 4 REBAR FOUND, FOR THE APPARENT SOUTHWEST CORNER OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 01°10'15" E, ALONG AN EXISTING CHAILINK FENCE AT A USUAL 8.00 FEET

TO THE LEFT OF, AND WITH THE APPARENT EAST LOT LINE OF CLARA SUBDIVISION (VOLUME 29, PAGE 80A, MAP RECORDS, HIDALGO COUNTY), AND WEST LOT LINE OF SAID REISSER SUBDIVISION, OF LOT 2 AND OF SAID 8.172-ACRE TRACT, A DISTANCE OF 1,111.00 FEET TO THE SAID NO. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF SAID 8.172-ACRE TRACT OF LAND HEREIN DESCRIBED, AND ALSO BEING THE POINT OF BEGINNING (P.O.B.), CONTAINING A GROSS OF 8.172 ACRES OF LAND, OF WHICH 0.289 OF AN ACRE LIES IN EXISTING IRRIGATION EASEMENT, FOR A NET OF 7.883 ACRES, MORE OR LESS.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 15th day of October 2024.

PASSED AND APPROVED on second reading at a special meeting of the City Commission this 6th day of November 2024.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

NORMA A. CANTU, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **INTERIM CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1036	
From:			
Subject: Approval to accept the resignation of Greg Kerr, Commissioner At Large. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Accept resignation.			
Staff Recommendation:			
Attachments, if any: resignation Comm. Kerr			
Responsibilities upon Approval:			

Mr. Martin Garza
Weslaco City Manager
255 S. Kansas Ave.
Weslaco, Texas 78596

Mr. Garza,

As we discussed, I was recently sworn in as a municipal judge for the City of Mercedes. I believe that my appointment to that position and acceptance thereof effects an automatic resignation of my office with the City of Weslaco. As you know, my term with the City was coming to an end in the next couple of weeks due to the upcoming elections and my decision not to seek reelection.

I want to thank you for your service to the City. I enjoyed working with you over the last several years toward the betterment of Weslaco. We enjoyed many successes over the years, and I am proud to have been a part of some of them.

Most importantly, I want to thank the citizens of Weslaco for entrusting me with this position over the last ten years. I am forever indebted to them for their support over the years.

I will still be actively involved in our community and as you know, I am only a phone call away.

Best regards,

By: 
Gregory P. Kerr



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2023-6770	
From:			
Subject: Approval of an agreement with South Texas College allowing Work Study employment at the Mayor Joe V. Sanchez Public Library. (Staffed by the Library Department.)			
Background: The Library was recently approached by STC and asked if the library would allow work study students to be employed in the service of the library. At this time, there is no matching cost from the city and the request provided in the agreement is similar to that requested by other successful work study programs. This is an excellent opportunity to add employees at no cost through a program which has had a lot of success in the past.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None at this time.			
ARNOLDO BECHO ARNOLDO BECHO Rosalinda Cavazos Luz Galindo Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo - Approval Work Study STC 2024, Federal or Texas Work Study Partnership Agreement STC 2024			
Responsibilities upon Approval: South Texas College will work with the library to monitor and train workstudy students in a manner constructive to all parties.			

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

October 11, 2024

To: Adrian Gonzalez, Mayor; Adrian Farias Mayor Pro-Tem; Greg Kerr, Commissioner;
Israel Gonzalez, Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez,
Commissioner; Jose "JP" Rodriguez, Commissioner; Martin Garza, City Manager
CC: Luz Galindo, Maricarmen Garcia, Rosie Cavasos
Fr: Arnoldo Becho, Library Director
Re: Request to authorize the Federal Work-Study America STC agreement

Through the South Texas College Work Study Program community agencies are allowed to hire college students to assist within their institutions. This agreement proposes to allow the library to obtain student assistance at no cost, while providing financial aid opportunities to local and area students.

The STC Off-Campus Work Study Partnership agreement allows for employment of students at no cost to the city. It is recommended to approve since there are significant benefits to no cost employment. The city will benefit toward continuing this annual partnership. A renewed partnership will help provide local college students with employment at the same time assist the library in a variety of endeavors.

Library staff strongly supports this program. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Thank you,

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



Off-Campus Work Study Partnership Agreement

The Student Financial Services Office at South Texas College, hereinafter known as the “Institution” and Mayor Joe V. Sanchez Public Library, hereinafter known as the “Organization”, a federal, state, or local public agency, formally agree to form a partnership for the purpose of providing work to students eligible for the Work-Study Program, in an effort to provide students an opportunity to gain experience in jobs that are more closely aligned with their majors or careers. The student is to perform library duties as assigned by Arnoldo Becho, Library Director.

This partnership agreement shall automatically renew unless the institution and/or the organization need modifications made or elect not to continue with the agreement.

South Texas College is considered the employer for purposes of this agreement. It has the ultimate right to control and direct the services of the students for the organization, in this case the City of Weslaco. It also has the responsibility to determine whether the students meet the eligibility requirements for employment under the Work-Study Program, and to determine that the students do in fact, perform their work.

The Student Financial Services Office agrees to conduct the initial screening of applicants. However, it is at the discretion of the organization as to which student(s) will be hired. the City of Weslaco agrees to familiarize each work study student with the facilities and any site-specific policies and also agrees to provide supervision of the work study student while conducting library duties.

Compensation of work study students for work performed under this agreement will be disbursed 100 percent—and all payments due as an employer’s contribution under state or local workers’ compensation laws, under federal or state Social Security laws, or under other applicable laws, will be made—by the institution.

Site supervisors will be responsible for initialing the South Texas College Timecard thereby acknowledging the time worked. Signature names of only those listed under “**Other Authorized Supervisors**” will be accepted.

Other Authorized Supervisors			
Supervisor Name	Position	E-mail Address	Phone Number
Mary Garcia	Assistant Director	mgarcia@weslacopl.us	
Yolanda Alaniz	Public Services Sup.	yalaniz@weslacopl.us	

South Texas College (STC) Timecards are to be submitted on a timely manner **via e-mail** to the Student Financial Services Office by the site supervisor(s) in order to ensure that all off-campus timecards are approved and payroll processes run on time. The e-mail will serve as the official certification of all times entered by work study student(s). All required signatures must be provided. Whiteout cannot be used on STC timecards. The Student Financial Services Office will not accept faxed documents, documents dropped off by students, or documents e-mailed by someone other than the listed supervisor(s) above.

The institution will approve the timecard only for site supervisors who have e-mailed it. Off-campus work study student may be terminated if work study student(s)’ timecard is not received on time. Specific timecard policies and procedures will be given to each work study student at the time of hire.

Work study student(s) will be responsible for their transportation to and from their site. Work study students must report to work at the location/organization specified in this agreement and not at other locations/organizations. Work study students may work a maximum of 19 hours per week; the rate of pay will be \$15.50 per hour, although this may change from year to year. Their work schedule will be determined by class schedule, need of the organization and the total Work Study Allotment. Work study students will be expected to work all scheduled hours and are not allowed to make up any time.

Students will be made available to the organization by South Texas College to perform specific work assignments. Students may be removed from the organization by the institution, either on its own initiative or at the request of the organization. The organization agrees that no student will be denied work or subjected to different treatment under this agreement on the grounds of race, color, national origin, or sex. It further agrees that it will comply with the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education that implement those acts.

Note: As per South Texas College Policy #4115, work study students are employed on a non-contractual, at-will basis: "All non-faculty employees whose positions fall within the Full Time Temporary category, including Professional/Technical Support, Classified, Direct Wage, or Workstudy job classifications are employed on a non-contractual, at-will basis with no expectation of continued employment or property rights beyond the assignment term."

If dismissal of a Work Study student is necessary, the City of Weslaco _____ should first contact the South Texas College Student Financial Services Office. The termination process will then be conducted in accordance to South Texas College's Work Study policies and procedures. Site supervisors should contact the Student Financial Services Office immediately if any problems arise. It is the agreement of both the Student Financial Services Office and the City of Weslaco _____ that this partnership will benefit all who are involved: the student, the community, the organization and the college.

The organization acknowledges that work study students:

- Cannot have full-time employee responsibilities,
- Cannot travel while punched-in,
- Cannot work when they are scheduled to be in class,
- Cannot be doing homework while punched-in,
- Cannot work when the college is closed, (see academic calendar attached for dates),
- Must have at least a 30-minutes break after working 5 hours straight,
- May not volunteer their services; work studies must be paid all hours worked,
- Cannot work from home,
- Have a lifting restriction; they cannot lift more than 10 pounds.

In addition, the organization agrees to:

- Provide work study student with an orientation, training as necessary, and on-going support,
- Provide supervision at all times,
- Provide work study student with space to work and any needed materials,
- Evaluate the work study student's performance and provide regular feedback on job performance,
- Maintain a copy of work study student's bi-monthly timecard on file.

Site Work Study Supervisor Signature

Date

South Texas College Student Fin. Svcs Representative

Date



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2021-4848	
From: ARNOLDO BECHO			
Subject: Approval to authorize Mayor Joe V. Sanchez Public Library to implement a Food for Fines program supporting local food drives and the RGV Food Bank during Holiday Season, implement a Toy Drive to support local toy drives. (Staffed by Library Department.)			
Background: During the Holiday Season (Nov-Feb), the library has traditionally taken in canned goods and toys from the public in exchange for fine forgiveness. Library fines are very typically low in value (less than \$3) and many individuals donate to the cause even if they do not have a fine present on their account. Thus, the activity does not reduce revenues greatly but does have a very positive community result. The last few years we have collected greater than 2,000 total pounds of food and hundreds of toys. The Library typically partners with the Police Department's Toy Drive and all donations received will supplement that Toy Drive. Collected food is donated to the RGV Food Bank if another City Department does not have a food drive. Only non-perishable food items will be accepted, monetary and other donations will not be accepted. Fine forgiveness does not extend to costs associated with lost or damaged materials. Costs associated with lost or damaged materials are classified as fees and the library does not desire to have forgiveness applied to lost or damaged items. This agenda item requires no additional funding and adds no cost to the library budget. Library staff strongly supports the program and invites all community individuals and community organizations to help promote the program. We would love to collect as much for the needy in our community as possible. Please feel free to contact me with any questions. I will be happy to provide additional information.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: NA			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: NA			
Advisory Review, if any (name of board/committee, date of action, recommendation): None			
ARNOLDO BECHO ARNOLDO BECHO		Created/Initiated Approved	

Rosalinda Cavazos Martin Garza	New
City Manager Comments: Approve as recommended by staff.	
Staff Recommendation: Approve	
Attachments, if any: Memo - Approval food for fines 2024	
Responsibilities upon Approval: Collect and transfer food and toys.	

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

October 22, 2024

To: Adrian Gonzalez, Mayor; Adrian Farias Mayor Pro-Tem; Greg Kerr, Commissioner; Israel Gonzalez, Jr., Commissioner; Josh Pedraza, Commissioner; Letty Lopez, Commissioner; Jose "JP" Rodriguez, Commissioner; Martin Garza, City Manager
CC: Maricarmen Garcia, Rosie Cavasos
Fr: Arnoldo Becho, Library Director
Re: Request to approve the Food for Fines and Toy Drive Program 2024

During the Holiday Season (Nov-Feb), the library has traditionally taken in canned goods and toys from the public in exchange for fine forgiveness. Library fines are very typically low in value (less than \$3) and many individuals donate to the cause even if they do not have a fine present on their account. Thus, the activity does not reduce revenues greatly but does have a very positive community result. The last few years we have collected greater than 2,000 total pounds of food and hundreds of toys.

The Library typically partners with the Police Department Toy Drive and all donations received will supplement that Toy Drive. Collected food is donated to the RGV Food Bank, if another City Department does not have a food drive. Only non-perishable food items will be accepted, monetary and other donations will not be accepted. Fine forgiveness does not extend to cost associated with lost or damaged materials. Cost associated with lost or damaged materials are classified as fees and the library does not desire to have forgiveness apply to lost or damaged items.

This agenda item requires no additional funding and adds no cost to the library budget. Library staff strongly supports the program and invites all community individuals and community organizations to help promote the program. We would love to collect as much for the needy in our community as possible. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

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



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1029	
From: Gabriel Perez			
Subject: Approval to submit a grant application to the Stanton Foundation for \$80,000 to support the purchase of a specialized transport van equipped with a rear HVAC system to ensure proper animal care during transport, and a custom wrap to enhance branding and community visibility with no matching funds from the City of Weslaco required. (Staffed by Grant Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Gabriel Perez Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended.			
Staff Recommendation: Staff Recommends Approval.			
Attachments, if any: Letter Of Support, Weslaco Stanton Foundation-Grant-Application			
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

October 30, 2024

RE: Stanton Foundation Grant Application

Dear Members of the Grant Review Committee,

On behalf of the City of Weslaco, I am writing to express our full support for the grant application submitted by the Weslaco Animal Care Services Division for the Stanton Foundation's generous grant of \$80,000. This funding will be instrumental in covering the cost of a transportation vehicle, a rear HVAC system, and a custom wrap, which will significantly enhance our capacity to serve the animals and residents of our community. We are especially grateful that this grant requires no matching funds, making it more accessible for communities like ours.

The Weslaco Animal Care Services Division works tirelessly to rescue and care for animals in our city. Each year, the Division rescues approximately 6,496 animals, with 5,866 of them being dogs (K-9s). These numbers underscore the critical need for improved transportation and equipment to better serve our city's animal welfare efforts. The new vehicle will allow our team to expand outreach, increase adoption opportunities, and enhance the overall welfare of the animals in our care.

It is also important to note that the City of Weslaco is fully recognized as a Disadvantaged Community, as identified by the Climate Economic Justice Screening Tool. Our residents face significant socioeconomic challenges, and this grant will provide much-needed resources to improve the quality of life for both our human and animal populations.

The City of Weslaco deeply appreciates the Stanton Foundation's commitment to canine welfare and animal care. We look forward to the positive impact this grant will have on our community, and we strongly endorse the Weslaco Animal Care Services Division's application.

Thank you for your consideration.

Sincerely,

Adrian Gonzalez
Mayor
City of Weslaco

Stanton Foundation Van Grant Application (2024)

Eligibility Requirements:

- Must be an open-intake U.S. municipal shelter, a 501(c)3 shelter with an open-intake policy, or a 501(c)3 rescue group with a transportation program.
- 50% or more of intake (for shelters) or animals transported (for rescue groups) must be dogs.
- Canine intake for the past calendar year (2023) must be greater than 50 dogs.
- Organization must be able to provide at least 3 years of canine intake/outcome records, and:
 - For 501(c)3 organizations, the past 3 years of 990 tax return forms, on request.
 - For municipal shelters, documentation of approval for the van grant by the appropriate fiscal authorities, on request.
- Organization must be able to demonstrate the ability to support all operating and repair costs relating to the vehicle (includes all maintenance, repair, insurance, and upkeep needed to keep the vehicle on the road).
- Organization must be able to commit to the program for at least 5 years.

Please note that while all applicants meeting the above eligibility requirements will be considered, prioritization for funding will be given to:

- Open-intake shelters (municipal or 501(c)3).
- Organizations seeking their first van (who currently use personal vehicles and/or rent vehicles for transportation purposes) or whose first van needs replacement.
 - Eligible second van requests will be considered with decisions based on demonstrated ability to support the operational costs of a second van and the number of additional dogs the organization would be able to transport with a second van added to their program.

Additionally:

- Organizations in very wealthy communities are unlikely to receive a grant.
- We have done our best to make this form quick and easy to fill out—it should take under 30 minutes to complete. No portion of the grant, if awarded, may be used to provide anyone with extra compensation for filling out this application.

Before you proceed to the application questions on the following page, please acknowledge that you have read, and understand, all the information above.

Signature (can be typed):

Application Questions

Please review the attached grant information summary and the eligibility requirements on the previous page and then fill in the tables below. Boxes will automatically expand to fit content.

Organization Information	
Name of organization:	City of Weslaco
Location and/or mailing address:	255 S Kansas Ave, Weslaco, TX 78596
Shelter/facility location (if different than mailing address):	1912 Joe Stephens Ave, Weslaco, TX 78599
Website and/or social media links:	https://www.facebook.com/weslacoanimalcareservices/
Organization type: ☐ 501c3 ☒ Municipal shelter	
Organization category: ☒ Shelter ☒ Foster-based rescue ☒ Transport (Check all that apply.)	
Total intake, 2023:	6,496
# dogs intake, 2023:	5,866
# dogs live outcomes, 2023:	3,556
# of employees (full-time equivalent):	7
# of volunteers:	N/a
# years in operation:	12 Years
Contact name, position, email, phone #:	Krista Cheramie, Animal Care Services Manager, kcheramie@weslacotx.gov , (956-532-6114)
Secondary contact name, position, email, phone #:	Gabriel Perez, Grant Manager, gperez@weslacotx.gov , (956-805-4330)
I am familiar with the AAWA Best Practices for Transport and the AVMA Relocation for Adoption Best Practices . (If you are not, please review them at the above links.) ☒ Yes	

Current Transport Information	
(What does your organization currently accomplish, in a typical month? Please answer in terms of the number of individual dogs , not the # of trips or # dogs per trip.)	
# dogs/mo. picked up from another shelter or rescue group:	4
# dogs/mo. Transported to/from vet (spay/neuter, health certificates/vaccines, illness/injury):	20 Per Month
# dogs/mo. transported to/from adoption events:	20 Per Month
# dogs/mo. transported to foster/adoptive homes or another rescue partner:	30

Projected Transport Information

(What do you estimate your answers to the four questions above would be if your organization had a new van?)

# dogs/mo. Picked up from another shelter or rescue group:	4
# dogs/mo. Transported to/from vet (spay/neuter, health certificates/vaccines, illness/injury):	25 Per Month
# dogs/mo. transported to/from adoption events:	20 Per Month
# dogs/mo. transported to foster/adoptive homes or another rescue partner:	40 Per Month

Additional Transport Information

What vehicle(s) does your organization currently use for the transportation of dogs?

☐ Personal vehicle(s) ☐ Rental van(s) ☒ Vehicle(s) currently owned by organization

(Check all that apply.)

Please describe the vehicle(s) your organization currently uses to transport dogs.

The existing vehicle in our fleet frequently encounters mechanical issues, which significantly hinder our operational efficiency and transport capabilities. To enhance our services and ensure reliable transportation, we are seeking to acquire a newer, more dependable vehicle that will better support our mission.

A new van would be:

☐ The first vehicle we own ☒ A replacement for a vehicle we currently own

☐ Used in addition to the vehicle(s) we currently own

(Check all that apply.)

Please list up to 5 current transport or shelter partners your organization picks up dogs *from*, and their locations.

While we do not provide animal pick-up services for other organizations, we are contracted with 10 entities that regularly bring animals to our facility. These include the cities of:

1. Donna,
2. La Villa,
3. Edcouch,
4. Willacy County,
5. Pharr,
6. San Juan,
7. Elsa,
8. Peñitas,
9. Alamo,
10. Mercedes.

Please list up to 5 current transport or shelter partners your organization transports dogs to, and their locations.	1. Austins Pets Alive 3108 Windsor Rd, Austin, TX 78703 2. Peewee's Pet Adoption A Small Dog Breed Rescue 1307 Saratoga Blvd, Corpus Christi, TX 78417 3. Gold Ribbon Rescue 1101 W. 34th St. #336 Austin, TX 78705-1907
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Short Response (3-5 sentences)	
Please tell us about how your organization helps dogs in your community and how a new transport van would improve your organization's ability to help dogs.	The acquisition of a new vehicle will significantly enhance our operations in multiple ways. First, it will improve animal welfare by providing safer, and comfortable transport for both cats and dogs, reducing stress during travel. Additionally, the new vehicle will increase our operational efficiency by minimizing mechanical issues and downtime, allowing us to respond quickly to rescue needs. It will also expand our capacity for rescue and adoption, enabling us to reach a broader geographic area and save more animals. While the new vehicle will handle longer-distance transports and critical rescues, our current van will be repurposed for local adoption events. This will allow us to continue utilizing its value for community outreach while dedicating the new vehicle to more demanding tasks. Overall, this upgrade will enhance animal welfare, boost efficiency, and broaden our reach, empowering us to better serve both animals and our community.

Please email completed applications and/or questions to: adoptionvans@thestantonfoundation.org
(Grant information summary will be provided in a separate document.)



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1030	
From: Gabriel Perez			
Subject: Approval to ratify the submission of a grant application to the Department of Energy's, Energy Efficiency and Conservation Block Grant for \$71,255.96 to purchase two Ford Maverick Hybrid trucks for Public Works and Five electric patrol bikes for the Weslaco Police Department with no matching funds required from the City of Weslaco. (Staffed by Grant Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Gabriel Perez Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff Recommends Approval			
Attachments, if any: Historic Preservation Programmatic Agreement			
Responsibilities upon Approval:			

Equipment Rebate Voucher Applicants

2-Statement of Work for Non-tribal Energy Efficiency and Conservation Block Grant (EECBG) Equipment Rebate Voucher Applicants with a Historic Preservation Programmatic Agreement¹ (PA) Requesting Expedited Reviews for Projects with No Ground Disturbing Activities

Check applicable boxes. Note-All boxes must be checked to use this statement of work.

☐	I represent a <u>non-tribal</u> organization.
☐	If my organization funds any activities on tribal lands or tribal properties, I understand those activities would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. My organization would contact the DOE Project Officer for a <i>Historic Preservation Worksheet</i> to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. I understand the DOE NEPA team must review the <i>Historic Preservation Worksheet</i> and notify my DOE Project Officer before I may begin initiating activities reviewed on the <i>Historic Preservation Worksheet</i> .
☐	My organization is proposing <u>no ground disturbing activities</u> .
☐	My organization and proposed activities are located in AL, AK, AS, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MP, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, PR, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI, WY, or VI.
☐	I understand I am required to review the NEPA and Historic Preservation training website: www.energy.gov/node/4816816 and contact my DOE Project Officer with any questions before initiating project activities.
☐	I understand I am required to review my <i>NEPA determination</i> (the DOE form that documents DOE's environmental review of project activities) once I have an approved award from the DOE Contracting Officer. I will contact my DOE Project Officer with questions on my award documents.
☐	I understand I am required to review and comply with the requirements and restrictions of my <i>Historic Preservation Programmatic Agreement</i> found at: https://www.energy.gov/node/812599 once I have an approved award from the DOE Contracting Officer. I will contact my DOE Project Officer with questions on my award documents.
☐	I understand I am required to submit an annual <i>Historic Preservation Report</i> at https://forms.office.com/g/kAFs0N7CZH .
☐	I understand if I propose activities not listed below, I must contact my DOE Project Officer who will review the proposal for program eligibility. Additional NEPA review will be required including the possible submission of an <i>Environmental Questionnaire 1</i> form (EQ1). I will not initiate any activities without approval from the DOE Contracting Officer.

¹ Determine if your project is located in a jurisdiction with a *Historic Preservation Programmatic Agreement* by checking this website: <https://www.energy.gov/node/812599>.

By signing below, _____ (enter Applicant organization) provides assurance that it shall only fund projects (including subgrants) that fall within the Blueprints and Additional Activities listed below and will follow all restrictions defined below.

Blueprints and Additional Activities:

All proposed project activities and equipment funded from *Administrative and Legal Requirements Documents* (ALRD), and all proposed project activities and equipment funded under *Financial Incentive Programs*, must be listed below. Activities and equipment not listed below would require submission of an *Environmental Questionnaire 1* form (EQ1).

This Statement of Work is organized around [EECBG Program Blueprints](#). Applicants that plan to use a Blueprint should identify their selected Blueprint number and ensure that their proposed activities align with this Statement of Work. Applicants that do not plan to use a Blueprint may find that their proposed activities are covered under one of the Blueprint headers or the “Additional Activities” section. Please review each item carefully to determine if proposed activities are included in this Statement of Work.

Blueprints:

1. **Blueprint #2A:** Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant’s DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - a. Installation of insulation.
 - b. Installation of energy efficient lighting.
 - c. HVAC upgrades to existing systems.
 - d. Weather sealing and duct sealing.
 - e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
 - h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - j. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
2. **Blueprint #2B:** Energy Savings Performance Contracts for Efficiency and Electrification in Buildings, activities limited to:

- a. Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - i. Installation of insulation.
 - ii. Installation of energy efficient lighting.
 - iii. HVAC upgrades (to existing systems).
 - iv. Weather sealing and duct sealing.
 - v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - vii. Retrofit and replacement of windows and doors.
 - viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
 - b. Post-implementation measurement & verification limited to data analysis (e.g.: metering/usage/temperature), which may include monitoring devices installed on equipment, but not on buildings.
3. **Blueprint #2C: Building Efficiency & Electrification Campaign**, activities limited to:
- a. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades; provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - i. Installation of insulation.
 - ii. Installation of energy efficient lighting.
 - iii. HVAC upgrades to existing systems.
 - iv. Weather sealing and duct sealing.
 - v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - vii. Retrofit and replacement of windows and doors.

- viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
- 4. **Blueprint #3A: Solar and Battery Storage - Power Purchase Agreements and Direct Ownership, activities limited to:**
 - a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
- 5. **Blueprint #3B: Community Solar, activities limited to:**
 - a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
- 6. **Blueprint #3C: Solarize Campaign, activities limited to:**
 - a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming,

do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

7. **Blueprint #3D: Renewable Resource Planning, activities limited to:**
 - a. Installation of solar electricity/photovoltaic (PV) systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
8. **Blueprint #4A: Electric Vehicles for Fleets and Fleet Electrification, activities limited to:**
 - a. Purchase of alternative fuel vehicles, including electric vehicles and plug-in hybrid vehicles.
 - b. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.
9. **Blueprint #4B: Electric Vehicle Charging Infrastructure, activities limited to:**
 - a. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles which would not require any ground disturbance). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

Additional Activities:

10. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades, provided that projects adhere to the requirements of the respective

applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:

- a. Installation of insulation.
 - b. Installation of energy efficient lighting.
 - c. HVAC upgrades to existing systems.
 - d. Weather sealing and duct sealing.
 - e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
 - h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - j. Electrical system upgrades required to enable energy efficient/clean energy. Measures limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
11. Installation of renewable energy technology, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:
- a. Solar Electricity/Photovoltaic—appropriately sized systems not to exceed 60kW (including community solar projects)
 - b. Wind Turbines 20 kW or smaller
 - c. Solar thermal systems (including solar thermal hot water) limited to 200,000 BTU per hour or smaller.
12. Biomass thermal systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement* (PA), are installed in existing buildings, do not require structural reinforcement, do not require ground disturbance, are appropriately sized, and limited to 3 MMBTUs per hour or smaller, with appropriate regulatory permits obtained and Best Available Control Technologies (BACT) installed and operated.
13. Purchase of alternative fuel vehicles, hybrids, and electric vehicles.
14. Installation of fueling pumps and systems for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels, (but not storage tanks) provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic*

Preservation Programmatic Agreement (PA), are installed on a current fueling station site, do not require ground disturbance, tree removal or tree trimming, are appropriately sized, and obtain the appropriate permits, and comply with regulatory requirements.

15. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects adhere to the requirements of the respective applicant's DOE executed *Historic Preservation Programmatic Agreement (PA)*, are installed in or on existing buildings, do not require ground disturbance, tree removal or tree trimming, do not require structural reinforcement, are appropriately sized not to exceed 1,000 kWh, obtain the appropriate permits, and comply with regulatory requirements.

The Applicant is responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment or any inconsistency with the "integral elements" from a particular project. See 10 C.F.R. Part 1021 Appendix B, and the DOE's online NEPA and historic preservation training at www.energy.gov/node/4816816 to reviews these concepts.

Expedited NEPA review based on this NEPA Statement of Work and supporting documents does not preclude DOE from conducting stewardship activities, including audits, and site visits, or from exercising any other rights under the EECBG program.

By signing below, the Applicant, agrees to follow all the statements and restrictions in this document; review and comply with the *NEPA Determination* (included in their Applicant award documents); review the DOE's NEPA and Historic Preservation training website. DOE has developed a NEPA and Historic Preservation training website which contains PowerPoint presentations, sample template documents (including a project *scope of work* and a project *layout*), a Word template of the *Environmental Questionnaire1 (EQ1)*, and an *EQ1 Submission Guide* at www.energy.gov/node/4816816. Applicants are responsible for reviewing these trainings and reviewing the sample documents prior to initiating projects. Recipients must contact their DOE Project Officer with any questions. Subgrantees should also review the NEPA and Historic Preservation training website prior to initiating projects.

Authorized Signature

Date

Name (Printed or typed): _____

Title (Printed or typed): _____

Organization (Printed or typed): _____



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1038	
From: REBEKAH DE LA FUENTE			
Subject: Approval on the petition from SAH-Santa Ana Development for the release of real property located in the city's Extraterritorial Jurisdiction described as 51.692 acres out of Farm Tract 1111, The West and Adams Tracts Subdivision, Hidalgo County, Texas. Located along Mile 12 1/2 North approximately 1,300 feet east of FM 1015. (Staffed by Planning and Code Enforcement Department.)			
Background: The developer is requesting removal from the City's ETJ in accordance with SB 2038 and has provided all the required documents			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Petition for release of ETJ SAH- Santa Ana Development 10-23-24, Document No. 3582486, HCAD Map Parcel ID No. 108703			
Responsibilities upon Approval:			

Landowner's Petition for Release of Area from Extraterritorial Jurisdiction

Under Sec. 42.101 et seq. of Local Government Code

To: City of Weslaco, c/o Norma A. Cantu, City Secretary, 255 S. Kansas Ave, Weslaco, Texas 78596.

This petition is submitted to the City of Weslaco (the "City") under Sec. 42.102(b) by SAH-Santa Ana Development, a Series of Santa Ana Holdings, LLC ("Petitioner"), the owner of certain real property located within the City's extraterritorial jurisdiction as depicted on the field notes and map attached hereto as Exhibit A & B and further described as:

**51.692 Acres out of Farm Tract 1111, The West and Adams
Tracts Subdivision**

Petitioner respectfully requests that the City act on this petition immediately as required by Sec. 42.105 (c) of the Local Government Code. If the City fails to do so, the Property will be released by operation of law under Sec. 42.105 9b) of the Local Government Code.

Respectfully submitted,

SAH – SANTA ANA DEVELOPMENT
a series of Santa Ana Holdings, LLC, a
Texas series limited liability company

By: 

Courtney Forthuber, Manager
P.O. Box 730
McAllen, Texas 78505
(956) 330-3469

EXHIBIT A

October 24, 2024

**METES AND BOUNDS DESCRIPTION
51.692 ACRES
OUT OF FARM TRACT 1111,
THE WEST AND ADAMS TRACTS SUBDIVISION
HIDALGO COUNTY, TEXAS**

A tract of land containing 51.692 acres situated in the County of Hidalgo, Texas, being out of Farm Tract 1111, The West and Adams Tracts Subdivision, according to the thereof mention of plat recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, said 51.692 acres being all of that certain tract conveyed to SAH-SANTA ANA DEVELOPMENT, a Series of Santa Ana Holdings, LLC, A Texas Limited Liability Company by virtue of a General Warranty Deed recorded under Document Number 3582486, Hidalgo County Official Records, said 51.692 acres also being more particularly described as follows:

COMMENCING at a X-mark found in the center of Mile 12 1/2 North, along the East line of a 100-foot drain ditch easement dedicated to Hidalgo County Drainage District No. 1 recorded in Volume 2694, Page 208, Hidalgo County Official Records;

THENCE, S 88° 50' 52" W, along the center of Mile 12 1/2 North, a distance of 35.00 feet to a PK Nail set, for the Southeast corner, and the POINT OF BEGINNING of this herein described tract;

1. THENCE, S 88° 50' 52" W along the South line of Farm Tract 1111, and the center of Mile 12 1/2 North, a distance of 1,746.61 feet to a Pk Nail set, for the Southwest corner of this tract;
2. THENCE, N 01° 09' 08" W, along the East line of a 35-foot right-of-way claimed in Fee by Hidalgo and Cameron Counties Irrigation District No. 9, and the West line of Farm Tract 1111, at a distance of 30.00 feet pass the existing North right-of-way line of Mile 12'A North, continuing a total distance of 1,285.00 feet to a No.4 rebar set for the Northwest corner of this tract;
3. THENCE, N 88° 50' 52" E, along the South line of said 35-foot right-of-way claimed in Fee by Hidalgo and Cameron Counties Irrigation District No. 9, and the North Line of Farm Tract 1111, a distance of 1,758.01 feet to a No. 4 rebar set for the Northeast corner of this tract;
4. THENCE, S 00° 38' 39" E along the West line of said 35-foot right-of-way claimed in Fee by Hidalgo and Cameron Counties Irrigation District No. 9, and the East line of Farm Tract 1111, at a distance of 1255.05 feet, pass a No.4 rebar set on the North right-of-way line of Mile 12 1/2 North, for a total distance of 1,285.05 feet to the POINT OF BEGINNING, and containing 51.692 acres, of which 1.203 acres lies within the existing right-of-way of Mile 12 1/2 North Road, leaving a Net of 50.489 acres of land more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 10/18/23 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, R.P.L.S. #6238

10/24/2024

DATE:



Doc-3582486

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3582486

Billable Pages: 5

Recorded On: September 19, 2024 02:16 PM

Number of Pages: 6

GENERAL W/D

*******Examined and Charged as Follows*******

Total Recording: \$ 51.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3582486
Receipt No: 20240919000225
Recorded On: September 19, 2024 02:16 PM
Deputy Clerk: Luisa Vazquez
Station: CH-1-CC-K31

Record and Return To:

Valley Land Title

MCALLEN TX



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Charge To: VLTC

CF# 183968

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

GENERAL WARRANTY DEED

Date: September 11, 2024

Grantor: **PJL FARMS, a Partnership composed of PAIGE HARBISON SAENZ; JACQUE HARBISON and LAURA HARBISON SIRLES, successor to Laura Harbison Sirles and Betty Harbison Co-Trustees of the Laura Harbison Sirles Trust**

Grantor's Mailing Address: **P. O. Box 747, Mercedes, Texas 78570**

Grantee: **SAH - SANTA ANA DEVELOPMENT, a Series of SANTA ANA HOLDINGS, LLC, a Texas limited liability company**

Grantee's Mailing Address: **P. O. Box 730, McAllen, Texas 78505**

Consideration: **TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration.**

Property (including any improvements):

A tract of land containing 51.692 acres situated in the County of Hidalgo, Texas, being out of Farm Tract 1111, The West and Adams Tracts Subdivision, according to the thereof mention of plat recorded in Volume 2, Pages 34-37, Hidalgo County Map Records, said 51.692 acres being all of that certain tract conveyed to PJL Farms, by virtue of a Special Warranty Deed recorded under Document Number 3169848, Hidalgo County Official Records, said 51.692 acres also being more particularly described as follows:

COMMENCING at a X-mark found in the center of Mile 12 ½ North, along the East line of a 100-foot drain ditch easement dedicated to Hidalgo County Drainage District No. 1 recorded in Volume 2694, Page 208, Hidalgo County Official Records;

THENCE, S 88° 50' 52"W, along the center of Mile 12 ½ North, a distance of 35.00 feet to a PK Nail set, for the Southeast corner, and the POINT OF BEGINNING of this herein described tract;

1. THENCE, S 88° 50' 52"W along the South line of Farm Tract 1111, and the center of Mile 12 ½ North, a distance of 1,746.61 feet to a Pk Nail set, for the Southwest corner of this tract;

2. THENCE, N 01 ° 09' 08" W, along the East line of a 35-foot right-of-way claimed in Fee by Hidalgo and Cameron Counties Irrigation District No. 9, and the West line of Farm

Tract 1111, at a distance of 30.00 feet pass the existing North right-of-way line of Mile 12 ½ North, continuing a total distance of 1,285.00 feet to a No.4 rebar set for the Northwest corner of this tract;

3. THENCE, N 88° 50' 52" E, along the South line of said 35-foot right-of-way claimed in Fee by Hidalgo and Cameron Counties Irrigation District No. 9, and the North Line of Farm Tract 1111 , a distance of 1,758.01 feet to a No. 4 rebar set for the Northeast corner of this tract;

4. THENCE, S 00° 38' 39" E along the West line of said 35-foot right-of-way claimed in Fee by Hidalgo and Cameron Counties Irrigation District No. 9, and the East line of Farm Tract 1111, at a distance of 1255.05 feet, pass a No.4 rebar set on the North right-of-way line of Mile 12 ½ North, for a total distance of 1,285.05 feet to the POINT OF BEGINNING, and containing 51.692 acres, of which 1.203 acres lies within the existing right-of-way of Mile 12 ½ North Road, leaving a Net of 50.489 acres of land more or less, together with all rights and appurtenances thereto in anywise belonging to Grantor, including all right, title and interest, if any, of Grantor in and to strips or gores of real estate.

Reservations from Conveyance:

For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor does not waive the right of ingress and egress to and from the surface of the Property.

Exceptions to Conveyance and Warranty:

1. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9.
2. Roads, 65 foot drain ditch easement in favor of Hidalgo County Drainage District No. 1 along the East side, 30 foot right of way easement along the South side, 35 foot right of way claimed in fee by Hidalgo and Cameron Counties Irrigation District No. 9 along the Southwest corner and reservations as shown on the map of Adams Tract Subdivision, recorded in Volume 2, Page 34-37, Map Records of Hidalgo County, Texas and as referenced on survey prepared by Roberto N. Tamez, R.P.L.S. No. 6238, dated November 15, 2023, Job No. 23782.08.
3. Apparent easement for single post sign in the Southeast corner, as referenced on survey prepared by Roberto N. Tamez, R.P.L.S. No. 6238, dated November 15, 2023, Job No. 23782.08.
4. Apparent easement for telephone pedestal in the Southeast corner, as referenced on survey prepared by Roberto N. Tamez, R.P.L.S. No. 6238, dated November 15, 2023, Job No. 23782.08.
5. Apparent easement for 30' Irrigation stand pipe and irrigation valve in the Southwest corner, as referenced on survey prepared by Roberto N. Tamez, R.P.L.S. No. 6238, dated November 15, 2023, Job No. 23782.08.

6. Easement in favor of Hidalgo County Drainage District Number One as shown by instrument dated December 23, 1988, recorded in Volume 2694, Page 208, Official Records of Hidalgo County, Texas.
7. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 8, 1955, by and between John B. Weber, as Lessor, and AG Hill, as Lessee, recorded in Volume 176, Page 309 Oil and Gas Records of Hidalgo County, Texas.
8. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated November 7, 1978, by and between Thelma Clifford, as Lessor, and Tana Oil & Gas Corp., as Lessee, recorded in Volume 379, Page 743 Oil and Gas Records of Hidalgo County, Texas.
9. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 26, 1978, by and between Pauline Downing, as Lessor, and Tana Oil & Gas Corp., as Lessee, recorded in Volume 379, Page 748 Oil and Gas Records of Hidalgo County, Texas.
10. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated April 22, 2004, by and between Krishan Real Property LP, as Lessor, and Miramar Petroleum Inc., as Lessee, filed on May 27, 2004, under Document Number 1339886 Official Records of Hidalgo County, Texas.
11. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 28, 2004, by and between Mary Russell, as Lessor, and Miramar Petroleum Inc., as Lessee, filed on August 27, 2004, under Document Number 1375126 Official Records of Hidalgo County, Texas.
12. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 10, 2004, by and between James Clifford, as Lessor, and Miramar Petroleum Inc., as Lessee, filed on September 16, 2004, under Document Number 1382645 Official Records of Hidalgo County, Texas.
13. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 22, 2004, by and between Doyle Stewart, as Lessor, and Miramar Petroleum Inc., as Lessee, filed on October 28, 2004, under Document Number 1397472 Official Records of Hidalgo County, Texas.
14. Mineral and/or royalty reservation contained in deed dated April 25, 1935, recorded in Volume 7, Page 398; dated May 28, 1935, recorded in Volume 9, Page 139 both in Oil and Gas Records of Hidalgo County, Texas.
15. Mineral and/or royalty reservation contained in deed dated December 21, 1936, recorded in Volume 423, Page 140, Deed Records of Hidalgo County, Texas.
16. Mineral and/or royalty reservation contained in deed dated December 15, 1938, recorded in Volume 454, Page 283, Deed Records of Hidalgo County, Texas.
17. Mineral and/or royalty reservation contained in deed dated April 21, 1943, recorded in Volume 509, Page 460, Deed Records of Hidalgo County, Texas.
18. Mineral and/or royalty reservation contained in deed dated October 23, 1945, recorded in Volume 653, Page 84, Deed Records of Hidalgo County, Texas.
19. Mineral and/or royalty reservation contained in deed dated October 13, 1982, recorded in Volume 1806, Page 140, Deed Records of Hidalgo County, Texas.

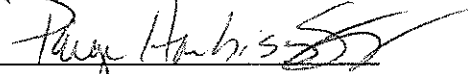
20. Any claim or allegation that the Property was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.
21. Any portion of the property described herein within the limits or boundaries of Mile 12 1/2 North Right of way as referenced on survey prepared by Roberto N. Tamez, R.P.L.S. No. 6238, dated November 15, 2023, Job No. 23782.08.
22. Taxes for the year 2024 and subsequent years, and any subsequent assessments for prior years due to change in land usage or ownership shall be the responsibility of grantee.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

By the acceptance of this Deed, Grantee is taking the Property "as is," "where is" and "with all faults", and without any representation or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

When the context requires, singular nouns and pronouns include the plural.

PJL FARMS, Texas partnership

BY: 
PAIGE HARBISON SAENZ, Partner

BY: 
JACQUE HARBISON, Partner

BY: 
**LAURA HARBISON SIRLES, successor
to Laura Harbison Sirles and Betty
Harbison Co-Trustees of the Laura
Harbison Sirles Trust Partner**

STATE OF TEXAS

*

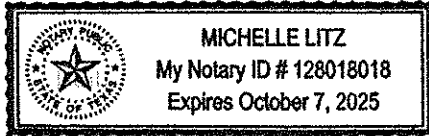
(Acknowledgment)

COUNTY OF TRAVIS

*

*

This instrument was acknowledged before me on this the 13th day of **SEPTEMBER, 2024**, by **PAGE HARBISON SAENZ, Partner of PJI FARMS, a partnership.**



Michelle Litz
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

*

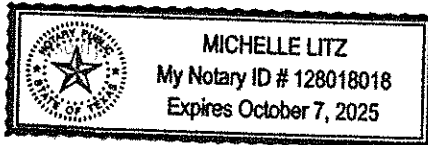
(Acknowledgment)

COUNTY OF TRAVIS

*

*

This instrument was acknowledged before me on this the 13th day of **SEPTEMBER, 2024**, by **JACQUE HARBISON, Partner of PJI FARMS, a partnership.**



Michelle Litz
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

*

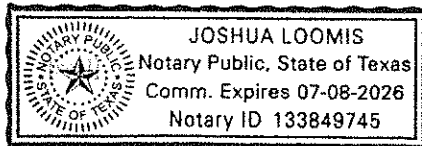
(Acknowledgment)

COUNTY OF Kendall

*

*

This instrument was acknowledged before me on this the 14 day of **SEPTEMBER, 2024**, by **LAURA HARBISON SIRLES, successor to Laura Harbison Sirles and Betty Harbison Co-Trustees of the Laura Harbison Sirles Trust, Partner of PJI FARMS, a partnership.**



Joshua Loomis
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING,
RETURN TO:

PREPARED IN THE
LAW OFFICE OF:

SARA L. TIPPIT
THE TIPPIT LAW FIRM, LLP
820 W. Nolana, Ste. C
McAllen, Texas 78504
File No. 24-133
GF No. 183968

SAME

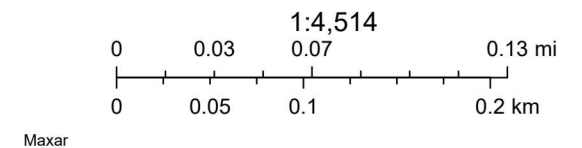
Hidalgo CAD Web Map



7/26/2024, 11:50:28 AM

Parcels
Streets

Parcels (Property ID)
Lot Numbers



Hidalgo County Appraisal District, BIS Consulting - www.bisconsulting.com

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



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1009	
From:			
Subject: Approval of Resolution No. 2024-75 to enter into an agreement with TxDOT for closures of streets for a public event in the city limits of Weslaco being a portion of S. Westgate, E. 6th and 12th Streets, Texas Blvd, Hwy. Business 83 and Airport Drive in support of the 2nd Annual South Texas International Marathon event on December 8, 2024; provision of support by City of Weslaco, Weslaco Parks and Recreation, Public Works, Building Maintenance, Police, Fire, and EMS Department. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approve.			
Attachments, if any: Ltr re Basilio Mendoza 2024 Marathon Weslaco City Commission, Exhibit A 2024 Marathon USATF Map, TxDOT Agreement 2nd Annual South International Marathon, R2024-75 TXDot closure for South Texas International Marathon event			
Responsibilities upon Approval:			

City of Weslaco

City Council Meeting

Summary of Proposed Marathon

Name of Marathon: South Texas International Marathon
The only point to point certified marathon route in Texas. This is a Boston Marathon qualifier and an Olympic Trials Qualifying (OTQ) event and Sanctioned by USATF.

Date: December 8, 2024

City Route: City of Weslaco
5 Miles of city; S. Westgate, E. 6th St, E. 12th St., Texas Ave, Business 83, Airport Dr, Weslaco East HS campus.

Finish Line: The Mercedes F.E.M.A Dome.
1000 N. Texas Ave Mercedes, Texas 78570

Anticipated amt. Of participants: 1000 participants; 5,000+ spectators

The South Texas International Marathon is a point-to-point marathon because it starts in one city and finishes in another city 26.2 miles away. With time, we believe it will be considered one of the fastest marathons in the USA. There is very few point -to-point marathons in the USA as a whole.

We are asking the City of Weslaco to partner with for the 2nd Annual STIM with us in assisting with street closures, multi-city coordination and event coordination. In 2023 Chief Antonio Lopez did a remarkable job of leading all the Mid-Valley on our Inaugural year. The work done by Mr. Lopez and his leadership was noted by some of my colleagues from the Boston Marathon. Thank you, Mr. Lopez.

Top two overall runners: 1 male – 1 female, will be forwarded to the Boston Marathon with cash award of \$1,500 to be used for expenses towards the Boston Marathon event.

Sincerely,



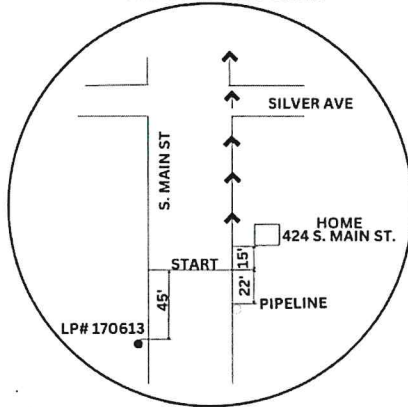
Basilio Mendoza

956.222.5668

basimendoza65@gmail.com

SOUTH TEXAS INTERNATIONAL MARATHON DONNA, TEXAS

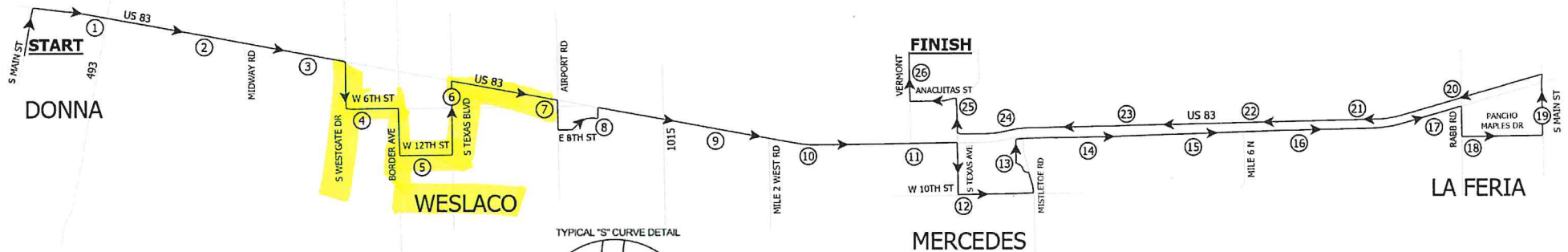
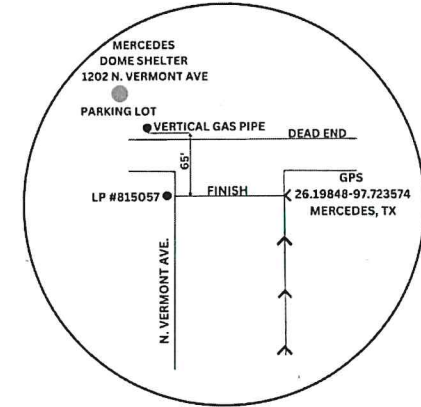
MARATHON START DETAIL



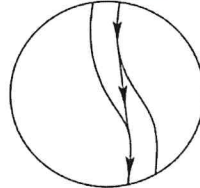
Course Description: Start on S. Main St. just south of Silver Ave, proceed right on US Bus 83 in Donna, Tx, proceed east on Bus 83, right on Westgate in Weslaco, Tx, left on W. 6th St, right on S. Border Ave, left on 12th St., left on S. Texas Blvd., right on Bus 83, right on N. Airport Dr. left on E. 8th St. follow perimeter on north side of Weslaco East High School turning north, right on Bus 83/2nd St, right on S. Texas Ave in Mercedes, Tx, left on W. 10th St, left on Mistletoe Rd, left on E. 5th St which becomes right on Wally Private Roadado Dr, right on US Bus 83/2nd St, right on Rabb Rd, in La FERIA, Tx, left on Pancho Maples Dr., left on S. Main St, left on Bus 83, right on N. Texas Ave in Mercedes, Tx, left on US-83 Frontage Rd, slight right on Anacuitas St., right on N. Vermont Ave, FINISH just south from the Mercedes Dome Shelter in Mercedes, Tx.

Notes: Course measured unrestricted with exception of US Business 83 which was measured on right hand lane going with traffic. TX DOT will cone off 1 lane + arm of road. This will allow runners room to pass by in the opposite direction. They will be instructed to stay on the right-hand side.

FINISH DETAIL



TYPICAL "S" CURVE DETAIL



Measured by Basilio Mendoza
basmendoza65@gmail.com
956-222-5668
July 14, 2024

Using full width of road & ramp;
Shortest Route Possible (SRP)
With exception of US Bus 83.

STATE OF TEXAS §
COUNTY OF §

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

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

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including East Bus 83 and S. Texas Blvd., in Hidalgo, County; and

WHEREAS, the City has requested the temporary closure of East Bus 83 and S. Texas Blvd. for the purpose of 2nd Annual South South Texas International Marathon, as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

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

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

WHEREAS, on the 6th day of October, 2024, the Weslaco, Texas City Council passed Resolution / Ordinance No. XXXXXXX R2024-75, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

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

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

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

A G R E E M E N T

Article 1. CONTRACT PERIOD

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

Article 2. EVENT DESCRIPTION

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

Article 3. OPERATIONS OF THE EVENT

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

Article 4. OWNERSHIP OF DOCUMENTS

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

Article 5. TERMINATION

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

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

Article 6. DISPUTES

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

Article 7. RESPONSIBILITIES OF THE PARTIES

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

Article 8. INSURANCE

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

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

Article 9. AMENDMENTS

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

Article 10. COMPLIANCE WITH LAWS

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

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

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

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

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

Article 13. SOLE AGREEMENT

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

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

THE CITY OF Weslaco

Executed on behalf of the City by:

By _____ Date November 6, 2024
City Official

Typed or Printed Name and Title Adrian Gonzalez
Mayor

THE STATE OF TEXAS

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

By _____ Date _____
District Engineer

By _____ Date _____
Director of Maintenance

Exhibit A

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

Exhibit B

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

Exhibit C

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

RESOLUTION NO. 2024-75

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

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

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

That the route being on a portion of S. Westgate, E. 6th and 12th Streets, Texas Blvd., Business 83 and Airport Drive in support of the 2nd Annual South Texas International Marathon event on December 8, 2024 for the 2nd Annual South Texas International Marathon event on Sunday, December 8, 2024.

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

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

PASSED AND APPROVED this 6th day of November 2024 by the City Commissioners of the City of Weslaco, Texas.

CITY OF WESLACO

ADRIAN GONZALEZ, MAYOR

ATTEST:

Norma A. Cantu CITY SECRETARY

APPROVED AS TO FORM:

INTERIM CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1037	
From: ARMANDO ESPINOZA			
Subject: Approval to solicit sealed bids for Drone program purchase of equipment, software, training for use in accident reconstruction, search, and tactical operations. (Staffed by the Police Department.)			
Background: Solicit sealed bids for Drone program purchase of equipment, software, training for use in accident reconstruction, search, and tactical operations. Purchases will be made using asset forfeiture funds.			
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):			
ROXANNE SAAVEDRA JOEL RIVERA Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Recommend Approval			
Attachments, if any: Sealed Bid Drone Package			
Responsibilities upon Approval: Solicit sealed bid for designated equipment, software, and training.			

DRONE QUOTE

The Weslaco Police Department is in the process of implementing a drone program. The following items are to be provided as per the bid request. If you have any questions regarding the items, please contact Sergeant L. Longoria (956-968-8591 ext. 2202) or Captain T. Walensky (956-968-8591 ext. 2212) at the Weslaco Police Department. This request is for a sealed bid quote for the following items:

- DJI Matrice 30T (Drone) combo to include
Controller, storage case etc. total of 3
- Batteries for the DJI M30T
TB30 Intelligent Flight Battery total 12
- Batteries for the controller total 6
- Searchlight/Broadcast attachment
CZI LP12 total 2
- Landing pad for drone
Three foot total 1
- Pix4Dmatic perpetual license
(single software license purchase) total 1
- Pix4Dmatic Pix4D Collision
Reconstruction with PIX4Dmatic
Online Training Course total 1 license
- Part 107 in person training for 7
people total 7



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1023	
From: David Arce			
Subject: Approval to solicit Request for Qualifications for Engineering Services to conduct a traffic study and redesign of the intersection of Vo-Tech and Pike Blvd. (Staffed by Public Works Department.)			
Background: Request for Qualifications for Engineering Services at the intersection of Pike and Vo-tech. Staff is requesting a traffic study with recommendations for short term and long term designs or improvements to improve traffic flow.			
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 David Arce Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2025 Request for Qualifications Traffic			
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: November 1, 2024

To: City Commission

From: David Arce, Public Works Director

Subject: REQUEST FOR QUALIFICATIONS

Cc: Martin Garza, City Manager
Rosie Cavazos, Finance Director

Requesting approval to solicit for Request for Qualifications for Engineering Services at the intersection of Pike and Vo-tech. Staff is requesting a traffic study with recommendations for short term and long term designs or improvements to improve traffic flow.

Staff Recommends Approval.



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1044	
From: Albert Aldana			
Subject: Approval to solicit bids for construction of sidewalks, curb ramps, driveways, and other concrete flatwork. (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):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 10-31-24CC_Solicit Bids for Sidewak Workf			
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 31, 2024

TO: Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

FROM: Albert J. Aldana, P.E.

RE: SOLICITATION OF BIDS FOR SIDEWALK WORK

This item seeks your approval to solicit bids for a concrete flatwork contractor on a unit price basis for the construction of sidewalks, curb and gutter, curb ramps, concrete driveways, and other miscellaneous concrete work at various locations.

We seek a contractor who can provide these services on a two-year contract term and on a work authorization basis. There are many locations throughout our city that need new sidewalks and curb ramps especially at neighborhoods that are adjacent to schools. We also need construction of driveways at specific sites that need access, valley gutters, etc.

A budget amendment will be required to fund this contract since our current budget does not include funding for sidewalk improvements.

Please let me know if you have any questions or need further information. Staff recommends approval of this item.

Kind regards,

A handwritten signature in blue ink, appearing to read "Aldana", is written over a light blue circular stamp.



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-943	
From:			
Subject: Discussion and consideration on Resolution 2024-72 appointing a member to the Weslaco Economic Development Corporation Board. (Staffed by City Secretary.)			
Background: In accordance with EDC Articles of Incorporation, no director shall serve for more than two consecutive three-year terms. Board Director Benita Valadez has met the allowable term limit and an appointment is needed to fill the vacancy.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Hector Solis rcvd 10.24.24_Redacted			
Responsibilities upon Approval:			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: Hector Solis DATE: 10/24/24

HOME ADDRESS: [REDACTED]
() Inside City Limits () Outside City Limits

MAILING ADDRESS: _____

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

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)
CEO of trucking company

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
Trucking company

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

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

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

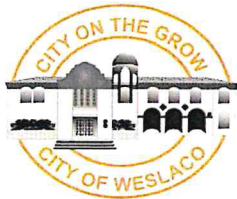
DATE: _____

PUBLIC ACCESS ☐ **YES**
☐ **NO**



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-961	
From:			
Subject: Discussion and consideration on Resolution 2024-73 appointing members to the Planning & Zoning Commission. (Staffed by City Secretary/Planning Department.)			
Background: The terms for two Planning and Zoning Commission members are set to expire December 17, 2024. Adrian Torres has expressed interest in reappointment and has submitted his Board Application and Juan Jose Trevino has expressed consideration for reappointment and board application will follow.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ADELAIDA VEGA Martin Garza		Created	
City Manager Comments: Approve nominees as recommended by the governing body.			
Staff Recommendation:			
Attachments, if any: Board App - Adrian Torres_Redacted			
Responsibilities upon Approval: Execute, retain and notify the nominee and corresponding department.			



APPLICATION TO SERVE ON BOARD & COMMITTEES

NAME: ADRIAN TORRES DATE: 10/24/24

HOME ADDRESS: [REDACTED] Weslaco, TX 78596
☒ Inside City Limits ☐ Outside City Limits

MAILING ADDRESS: Same

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

E-MAIL ADDRESS: [REDACTED]

OCCUPATION: (If retired, indicate former occupation or profession.)
LAW ENFORCEMENT

PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
P12 Board Member
Lions Club member
Elks member

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

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

RETURN FORM & DISCLOSURE FORM TO:

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

FOR OFFICE USE ONLY

APPOINTED TO: _____

DATE: _____

PUBLIC ACCESS ☐ YES
☐ NO

RECEIVED

OCT 24 2024

BY: [Signature]



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1008	
From: Luz Galindo			
Subject: Discussion and consideration to amend an Administrative Services Agreement with Creative Benefits Administrators to include Health Reimbursement Arrangement (HRA). (There was no action on October 15, 2024; staffed by Human Resources Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Luz Galindo Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: MEMO 10 15 , Health Reimbursement Arrangement			
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

HUMAN RESOURCES DEPARTMENT

Date: October 09, 2024

To: Mayor and City Commission

Cc: Martin Garza, City Manager

From: Luz Galindo, HR Director

Subject: Amendment to Administrative Services Agreement

The Administrative Services Agreement with Creative Benefits Administrators (CBA) requires amendment to include services for Health Reimbursement Arrangement.

Who is Creative Benefits Administrators? The City's Third Party Administrator providing administrative services for Benefit Programs such as Consolidated Billing, COBRA Administration, and the Flexible Spending Account (FSA).

On September 17, 2024 City Commission approved the distribution of the "communication credit" to employees with dependent health coverage. Employees would receive a one-time credit on their Flexible Spending Account, however; CBA informed the city that the maximum employer contribution allowed under IRS regulations is \$500 per employee. The alternative option is to use a Health Reimbursement Arrangement which allows for a maximum employer contribution of up to \$1,000 per employee. This action will not increase the approved amount of \$44,450.32 to include all fees.

Roger Garza, Consultant, has reviewed with staff and recommended approval.

Schedule [F] Health Reimbursement Arrangement (HRA)
--

Capitalized terms used in this Schedule but not defined have the meanings given in this Agreement.

CoW has established a Health Reimbursement Arrangement under Revenue Ruling 2002-41 and Notice 2002-45. CoW has delegated certain administrative responsibilities under the HRA to CBA.

Section 1
Scope of Undertaking

1.1 Scope of Undertaking

CoW has sole and final authority to control and manage the operation of the Program. CBA is and shall remain an independent contractor with respect to the services being performed hereunder and shall not for any purpose be deemed an employee of CoW. CBA and CoW shall not be deemed partners, engaged in a joint venture or governed by any legal relationship other than that of independent contractor.

CBA does not assume any responsibility for the general policy design of the Program, the adequacy of its funding, or any act or omission or breach of duty by CoW. CBA shall not in any way be deemed an insurer, underwriter, or guarantor with respect to any benefits payable under the Program. CBA generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by CoW under the Program.

Except as otherwise expressly set forth herein, nothing herein shall be deemed to constitute CBA as a party to the Program or to confer upon CBA any authority or control with respect to management of the Program, authority or responsibility in connection with administration of the Program, or responsibility for the terms or validity of the Program. Nothing in this Agreement shall be deemed to impose upon CBA any obligation to any employee of CoW or any person who is participating in the Program (Participant).

1.2 Non-Discretionary Duties

Except as otherwise expressly set forth herein, the services to be performed by CBA under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Benefit Programs established by CoW.

Section 2
CBA's Additional Responsibilities for Administration of the HRA

2.1 Limited Fiduciary Duties

Notwithstanding the foregoing, pursuant to Section 405(c)(1) of ERISA, CoW delegates to CBA certain functions which might be deemed to be of a fiduciary nature, including authority to

determine claims for benefits as set forth in Section 4 of this Schedule, and to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and maintained in the name of CBA for the benefit CoW for the exclusive purpose of facilitating the payment of Program benefits claims as set forth in Section 6 of this Schedule, as further modified by this Schedule or another attached Schedule.

The parties agree that CBA is fiduciary of the Program only to the limited extent necessary to perform such limited fiduciary duties as expressly delegated under this Agreement. CBA shall not be deemed a fiduciary in connection with any other duty or responsibility in the administration of the Program.

2.2 Services Included

CoW is responsible for all legal requirements and administrative obligations with regard to the HRA, except for the following administrative duties specifically delegated to CBA:

- CBA shall make available (by electronic medium and paper copy) enrollment and reimbursement forms and instructions for filing Participant claims. Upon payment of additional fees, CBA shall make available other HRA documents.
- Upon receiving instructions from CoW with regard to a Participant's change in status or other event that permits an election change under IRS regulations, CBA shall make the requested change in the Participant's election as soon as possible.
- CBA shall prepare the information necessary to enable CoW to satisfy its Form 5500 filing obligation with regard to the HRA. CoW shall be responsible for reviewing the information provided by CBA to ensure its accuracy, and, unless otherwise agreed by the parties in writing, CoW shall prepare and submit any Form 5500.
- CBA shall assist CoW in performing key employee concentration testing.
- CBA shall make initial decisions with regard to Participant claims and disburse any benefit payments that it determines to be due within [10] business days of the day on which CBA receives the claim. Benefit payments shall be made by check payable to the Participant. If the amount of the claim exceeds the amount the Participant has had deposited to date, CBA will hold the claim and process once sufficient funds have been deposited into the Participant's account. Claims of less than [\$ _____] may be carried forward and aggregated with future claims until the total amount is equal to or greater than [\$ _____], except that any remaining amount shall be paid after the end of the Plan Year without regard to the \$ _____ threshold.
- CBA shall notify Participants with regard to any claims that are denied due to inadequate substantiation or data submission and provide an adequate period of time

for the Participant to resubmit the claim. CBA shall follow the requirements of ERISA with regard to denial of claims.

-

2.3 Services Not Included

- CoW's compliance with COBRA or compliance with HIPAA portability provisions.
- Determining whether CoW's HRA documents are in compliance with the Code or any other applicable state, federal, or local statutes or regulations.
- Determining if and when an event has occurred under the IRS permitted election change regulations such that a change in election is permitted under the HRA.
- CoW's responsibility for the determination on the second and any final level of appeal.

2.4 Performance Guarantees

- **Customer Service: Quality Measurement.** 98% of interactions between customer service representative and Participants meeting service and accuracy benchmarks. Penalty for non-conformance is 1% of the applicable fees in the month that the violation occurs.
- **Claims Processing: Claims Turnaround.** 98% of claims received to be processed within 48 hours of receipt. All claims received after 3:00 p.m. CST are considered to be received the next business day and will therefore be processed within 48 hours from the next business day received. Penalty for nonconformance is 1% of the applicable fees in the month that the violation occurs.
- **Claims Processing: Coding Accuracy.** Claims to be processed at a minimum 98% procedural accuracy rate, where procedural accuracy is determined by whether internal processes were followed. Penalty for non-conformance is 1% of the applicable fees in the month that the violation occurs.
- **Claims Processing: Financial Accuracy.** Claims to be processed at a minimum 98% financial accuracy rate, where financial accuracy affects the payment amount of a claim. Penalty for non-conformance is 1% of the applicable fees in the month that the violation occurs.
- **Account Management: Satisfaction Level.** CoW reports its satisfaction with overall management of account. Penalty for non-conformance is 1% of the applicable fees in the month that the violation occurs.

Section 3 CoW's Responsibilities

3.1 General Fiduciary Duties

Except as otherwise specifically delegated to CBA in this Agreement, CoW has the sole authority and responsibility for the Program and its operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Program and making all determinations thereunder. CoW gives CBA the authority to act on behalf of CoW in connection with the Program, but only as expressly stated in this Agreement or as mutually agreed in writing by CoW and CBA. CoW is considered the Plan Administrator and Named Fiduciary of the Program benefits which are subject to ERISA.

3.2 Funding

CoW shall promptly fund an account maintained for the payment of Program benefits as described in Section 6 of this Schedule.

3.3 Information to CBA

Upon request, CoW agrees to provide CBA with information necessary for CBA's performance of duties and obligations under this Agreement, including information concerning the Program and the eligibility of individuals to participate in and receive Program benefits. CBA shall be entitled to rely, without investigation or inquiry, upon any written or oral information or communication of CoW or its agents. Such information shall be provided to CBA in the time and in the manner agreed to by CoW and CBA. CBA shall have no responsibility with regard to benefits paid in error due to CoW's failure to timely update such information.

CoW also agrees to provide CBA with frequent updated reports summarizing the following: Eligibility; Salary Reduction amounts; Debit information; and Other information reasonably required by CBA (Reports). Reports are required to be made available once a month or as often as CBA requests. Unless otherwise agreed by CoW and CBA, the Reports should be provided to CBA by electronic medium. The Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Program.

CoW shall be responsible for ensuring the accuracy of its Reports, and bears the burden of proof in any dispute with CBA relating to the accuracy of any Reports.

CBA incurs no liability to CoW or any Participant as a consequence of an inaccurate Report. Additionally, CBA is under no obligation to credit CoW for any claims expenses or administrative fees incurred or paid to CBA as a consequence of CoW failing to review Reports for accuracy.

CBA shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of such information. Reports are considered Protected Health Information (PHI) and, when transmitted by or maintained in electronic media shall be considered electronic PHI, and subject to the Privacy and Security Rules under HIPAA, and Section 5 of the Agreement.

3.4 Plan Documents

CoW is responsible for the Program's compliance with all applicable federal and state laws and regulations and shall provide CBA with all relevant documents, including but not limited to, the Program documents and any Program amendments. CoW will notify CBA of any changes to the Program at least 30 days before the effective date of such changes.

CBA may provide plan documents and forms for review by CoW and CoW's legal counsel, including plan document/summary plan description, election forms and other documents. CBA will customize such documentation only to the extent to incorporate CoW's responses to certain plan design questions submitted by CBA. In addition, CBA will provide document changes to reflect revisions in applicable legislation or regulations. Although CBA has taken steps to ensure that its documents and forms are of high quality and generally comply with the applicable laws, it cannot be aware of all of the facts and circumstances that may apply to CoW or the Program.

CoW acknowledges that CBA is not providing tax or legal advice and that CoW should ask its legal counsel to review such documents for legal and tax compliance. CoW bears sole responsibility for determining the legal and tax status of the Program. Further, CBA is not a law firm and has no authority to provide legal advice.

3.5 Liability for Claims

CoW is responsible for payment of claims made pursuant to, and the benefits to be provided by, the Program. CBA does not insure or underwrite the liability of CoW under the Program. Except for expenses specifically assumed by CBA in this Agreement, CoW is responsible for all expenses incident to the Program.

3.6 Financial and Medical Records

In order to permit CoW and/or CBA to perform their obligations under this Agreement, personal financial records or medical records may be requested. If required by law or regulation, CoW must either, in accordance with applicable state and federal law:

- Notify each Participant and provide each Participant an opportunity to opt out (if required); or
- Obtain from each Participant written authorization for release of the requested records.

Section 4 CBA's Responsibilities

4.1 Benefits Payment

CBA agrees to, on behalf of CoW, operate under the express terms of this Agreement and the Program. CBA makes the initial determination if persons covered by the Program (as described in the Reports) are entitled to benefits under the Program and shall pay Program benefits in its usual and customary manner, to Participants as set forth in this Section 4.

CoW agrees that:

- CBA has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration;
- CoW will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements; and
- CoW shall indemnify and hold CBA harmless for any liability relating to Prior Reimbursement Requests and Prior Administration.

4.2 Bonding

CBA has, and will maintain, a fidelity bond and/or ERISA bond (where applicable) for all persons involved in collecting money or making claim payments, and all officers of the company. This bond covers the handling of CoW's and Participants' money and must protect such money from losses by dishonesty, theft, forgery or alteration, and unexplained disappearance.

4.3 Reporting

CBA agrees to make available to CoW each month via electronic medium (unless otherwise agreed by the parties) a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts during the preceding month.

CoW must provide certification that the plan document requires CoW to comply with applicable Privacy and Security Rules under HIPAA before CBA will make available the reports provided for in this Section to CoW. CBA agrees to also make available to Participants each month via electronic medium a report showing their individual payment history and status of claims and the amounts and transactions in their individual accounts during the preceding month.

CoW is responsible for ensuring that any beneficiary of the Participant who submits a claim agrees to the disclosure of PHI to the Participant, if required by the Privacy Rule.

4.4 Claims and Appeals

CBA agrees to refer to CoW or its designee, Plan Administrator, and/or Named Fiduciary for the following:

- The second and final level of appeal of an adverse benefit determination; and
- Any class of claims CoW may specify, including:
 - Questions of eligibility or entitlement of the claimant for coverage under the Program;

- Questions with respect to the amount due; or
- Any other appeal.

4.5 Additional Documents

If CoW requires, and CoW and CBA mutually agree upon payment of applicable service charges, then CBA shall furnish CoW:

- Program documents for review by CoW with its legal counsel, to be approved and executed by CoW, including board resolution, summary plan description, plan document and plan amendments; and
- Administrative forms needed for CBA to perform its duties under this Agreement.

4.6 Communication

CBA agrees to provide consulting services for and development of certain communication information.

4.7 Recordkeeping

CBA agrees to maintain for the duration of this Agreement the usual and customary books, records and documents CBA has prepared or received possession in the performance of its duties hereunder. These books, records, and documents, including electronic records, are the property of CoW, and CoW has the right of continuing access to them during normal business hours at CBA's offices with reasonable prior notice. If this Agreement terminates, CBA may deliver, or at CoW's request, will deliver all such books, records, and documents to CoW, subject to CBA's right to retain copies of any records it deems appropriate. CoW shall be required to pay CBA reasonable charges for transportation or duplication of such records.

4.8 Standard of Care; Erroneous Payments

CBA shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If CBA makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, CBA shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, CBA will not be liable for such payment, unless CBA would otherwise be liable under another provision of this Agreement.

CBA owes a duty of care only to CoW, which duty is one of reasonable care under the attendant circumstances. CBA is not liable for any mistake of judgment or for any action taken in good faith unless such mistake or action results in a breach of such duty of care.

4.9 Notices to CoW

CBA shall provide to CoW all notices (including any required opt-out notice) reflective of its privacy policies and practices as required by state and/or federal law (including the Gramm-Leach-Bliley Act).

Section 5

Compliance with Privacy and Security Rules Under HIPAA

5.1 Compliance with Privacy and Security Rules Under HIPAA

Contemporaneously with this Agreement, CoW and CBA have entered into a Business Associate Agreement pursuant to HIPAA and the HITECH Act.

5.2 HIPAA Privacy

CoW shall provide CBA with the following documents, where required or applicable:

- Notice of Privacy Practices;
- Any subsequent changes to the Notice of Privacy Practices;
- Certification that CoW amended the plan document as regulated by the Privacy Rule to permit disclosure of PHI to CoW for plan administrative purposes;
- Certification that CoW agrees to the conditions set forth in the plan amendment;
- Copies of any authorizations of Participants or beneficiaries to use or disclose PHI (and any later changes to or revocations of such authorizations);
- Notice of any restriction on the use or disclosure of PHI that CoW agrees to under the Privacy Rule; and
- Notice of any requests that communications be sent to a Participant or beneficiary by an alternative means or at an alternative location that CoW agrees to under the Privacy Rule.

CoW shall not request CBA to use or disclose PHI in any manner that would not be permissible under the Privacy or Security Rules if done by CoW, except that CBA may use or disclose PHI for purposes of Data Aggregation and the management and administrative activities of CBA, as provided in Section 5 of this Agreement.

Section 6

Payment of Benefits and Funding Responsibility

6.1 Payment of Benefits

In order to facilitate the administration of the Program, CoW authorizes CBA to pay Program benefits by checks written (or other draft payment or debit) on a bank account established and

maintained in the name of CBA for the benefit of CoW for the payment of Program benefits. Weekly or at such other interval as mutually agreed upon, CBA will notify CoW of the amount needed to pay approved benefit claims and CoW shall pay or transfer into the bank account the amount needed for the payment of Program benefits. CoW and CBA shall enter into such agreements and provide instructions to CBA's bank as are necessary to implement this Section. CBA has sole authority to provide whatever notifications, instructions, or directions are necessary to accomplish the disbursement of such Program funds to, or on behalf of, Participants in payment of approved claims. CoW retains all rights of ownership in the bank account which shall be used exclusively for facilitating the administering the Program.

6.2 Funding of Benefits

Funding for any payment on behalf of the Participants under the Program, including, but not limited to, all benefits to Participants in accordance with the Program, is the sole responsibility of CoW, and CoW agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Program, including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the terms of this Agreement.

6.3 Custodial Account

CoW further represents and agrees that:

- CoW shall advise the Participants and beneficiaries of the Program that there is no account, fund, or trust or independent source of funds being held on behalf of the Program that may be used to provide or secure benefits under the plan;
- CoW shall advise the Participants and beneficiaries of the Program that the benefits under the Program shall at all times be paid out of the general assets of CoW; and
- CoW shall advise the Participants and beneficiaries of the Program that neither the Program nor the Participant, or any other person, shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer, or held for the benefit of the Employer, from which any payment under this Plan may be made.

CoW understands and agrees that any account maintained by CBA for the purpose of holding funds from CoW or covered individual to pay benefit claims and/or Program premiums will be a custodial account maintained by CBA on behalf of CoW for the exclusive purpose of facilitating administering the Program. The account is subject to CoW's general creditors. CBA will have no rights with respect to such funds maintained in the CoW's custodial account except as set forth herein and all funds in such account shall be used only as set forth herein. CoW retains all rights of ownership in the account.

6.4 Debit Card (CoW initial if applicable: _____)

CBA agrees to:

- Process debit card swipes reported to CBA on behalf of CoW;
- Request receipt notification on all swipes not eligible for electronic adjudication under the current IRS guidelines;
- Report to the debit card provider any account reimbursements that are a result of activities mentioned above; and
- Request data from debit card providers each business day to ensure participants are properly reimbursed for their expenses.

Any interchange shared between the debit card provider and CBA will be retained wholly by CBA. Any fees charged to CBA by the debit card provider shall be the responsibility of CBA. CBA currently contracts with [Debit Card Provider] for the HRA Debit Card. Under this Agreement, CBA reserves the right to change card providers during the year, given at least 90 days notice is provided to CoW.

Section 7 Fee Schedule

As set forth in Section 4 of this Agreement, the applicable service charges shall be as follows:

Installment	Cost
Plan Set Up.....	Fee Waived
Plan Take-Over Fee (if applicable).....	Fee Waived
Plan Documents.....	Fee Waived
Design of Custom Communication Material.....	Fee Waived

Administration	Cost
Start-Up Kits.....	Fee Waived
Annual Renewal.....	Fee Waived
Discrimination Testing.....	Fee Waived
Form 5500 Preparation.....	Fee Waived
Annual Reports.....	Fee Waived
Special Check/Replacement Checks in Series.....	Fee Waived
Monthly Fee for Each HRA Participant ¹	\$ 3.50

¹ Enrolled at some time throughout the month for the term of the agreement.

Any courier charges incurred will be passed through at cost to CoW.

If CoW terminates the services, there will be a charge for a runoff period, should CoW choose to request one. This charge will be negotiated at the time of termination.

**Amendment One to the
Creative Benefit Administrators, LLC
Administrative Services Agreement**

City of Weslaco (hereinafter "CoW") and Creative Benefit Administrators, LLC (hereinafter "CBA") (collectively "the Parties") have agreed to amend the previously executed Administrative Service Agreement (hereinafter "the Agreement"), effective October 1, 2024, to add HRA Administration.

This Amendment One (hereinafter "Amendment") serves as written agreement of the Parties as required by the Agreement.

The Agreement between CoW and CBA is hereby amended, effective October 1, 2024 to add HRA Administration as Schedule F accordingly.

This Amendment to the Agreement is hereby incorporated by reference into the Agreement.

Signatures:

CoW

Creative Benefit Administrators, LLC

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____

City of Weslaco

Creative Benefit Administrators, LLC

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Date: _____

Date: _____



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-985	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration to approve the Final Plat for Magnolia Ridge Subdivision being 29.00 acres out of Farm Tracts 655, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas located on the intersection of Mile 6 ½ West and West 6th St. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed one hundred and ten (110) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through an 8" waterline and sewer by City of Weslaco through an 8" sewer line. The property is within a Flood Zone "X". Applicant is requesting variance off-site drainage and has provided letters of support.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the final plat and the variance request at their regular meeting of September 4, 2024.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the Final Plat.			
Attachments, if any: Magonalia Ridge - Memo, Magnolia ridge subd. -Application, Drainage Report and Legal Documents, Magnolia Ridge- Areial, Magnolia Ridge			
Responsibilities upon Approval: Staff will advise the applicant.			

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

MEMO

TO: Mayor and City Commission

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

RE: Magnolia Ridge- Final Plat

DATE: October 29, 2024

The proposed use for the 110-lot subdivision is for single family type use and is located inside the city limits of Weslaco. The developer has requested a variance for off-site drainage and has provided both letters of support. The subdivision will be provided with water by NAWSC and sanitary sewer by the City of Weslaco. The developer has complied with all staff and Planning & Zoning Commission comments.

Thank you,

Rebekah de la Fuente, CFM



SUBDIVISION PLATTING APPLICATION

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

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

Plat - 000679-2024
FILE NO. _____

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

STAFF USE ONLY

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

GENERAL INFORMATION

Name of Subdivision: MAGNOLIA RIDGE SUBDIVISION

Location: SOUTHEAST CORNER OF HIGHWAY 6 1/2 WEST AND W. 6TH ST

Legal Description: A 29.00 ACRE TRACT OF LAND OUT OF FARM TRACT 655, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

Is subdivision inside city limits? ☒ YES ☐ NO

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

If no submit letter of Annexation (Contiguous or Consensual)

Existing Zoning: R-1

Existing Land Use: VACANT Proposed Land Use: RESIDENTIAL

Number of Lots Proposed: 110 Gross Acreage: 29.00

Title Report Submitted: ☐ YES ☒ NO

OWNER INFORMATION

Owner's Name: ALBERT HANKS Telephone: (956) 630-0216

Address: 502 E. EXPRESSWAY 83 Fax: _____

City: Weslaco State: Tx Zip: _____ E-mail: hanksaj@yahoo.com

ENGINEER INFORMATION

Name: WILLIE ARRATIA, P.E. Telephone: (956) 784-0218

Address: 524 N. 5th St. Fax: _____

City: DONNA State: Tx Zip: 78535 E-mail: namengineering@yahoo.com

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

UTILITY PROVISIONS

Will proposed subdivision connect to:

☒ YES ☐ NO Water Provision: N.A.W.S.C.

☒ YES ☐ NO Wastewater Provision: CITY OF WESLACO

☒ YES ☐ NO Electric Company: AEP

☐ YES ☒ NO Phone Utility

☐ YES ☒ NO Gas Utility

☒ YES ☐ NO Cable Utility

Proposed subdivision is in the following districts:

☒ YES ☐ NO Drainage District No. 1

☒ YES ☐ NO Irrigation District No. 9

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

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

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

SUBMITTALS REQUIRED FOR MINOR PLAT REVIEW

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

\$350.00 Planning Review fee

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

Contours

Flood Zones

Adjoiners

Existing street names

Drainage plans and calculations with engineer's seal

Elevations

Flood directional arrows

Detention areas

Street names

Proof of ownership of the property

If septic tank system required, submit soil evaluation report

Water Rights associated with the property

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

SUBMITTALS REQUIRED FOR PRELIMINARY (P & Z)

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

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

One 11" X 17" reduced copy of plat

Plat Layout

Existing & Proposed Easements

Existing & Proposed ROW

Existing & Proposed Drainage Easements

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

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

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

SUBMITTALS REQUIRED FOR FINAL (City Commission)

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

SUBMITTALS REQUIRED FOR PRE-CONSTRUCTION MEETING

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

SUBMITTALS REQUIRED FOR RECORDING OR HIDALGO COUNTY PLANNING

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

SUBMITTALS REQUIRED FOR RECORDING BY SECURITY

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

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

AUTHORIZATION AND ACKNOWLEDGEMENTS

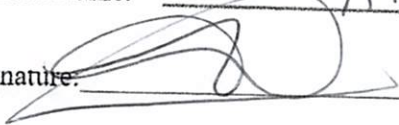
I certify that I am the actual owner of the property described above and this application is being submitted with my consent (include corporate name if applicable); and the following person listed below is my authorized agent to act on my behalf.

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

Owner Printed Name:

Albert Hanks

Owner Signature:

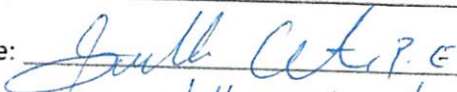


Date:

7/31/24

is the authorized agent

Authorized Agent Signature:



Date:

7/30/24

Authorized Agent Printed Name:

Willie Aracis

THIS PAGE FOR STAFF USE ONLY

Date Received:

Received By:

Date Paid

P & Z Commission Approval on Preliminary Plat:

P & Z Commission Approval on Final Plat:

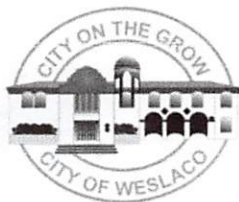
City Commission Approval on Final Plat:

Preconstruction Meeting Date:

Date Recorded:

Instrument No.

General Comments:



APPLICATION FOR VARIANCE

VAR-000680-2024

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

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

FILE NO. _____

GENERAL INFORMATION

Name of Subdivision: MAGNOLIA RIDGE SUBD.

Location: SOUTHEAST CORNER OF NICE 6 1/2 WEST AND W. 6TH ST.

Legal Description: A 29.00 ACRE TRACT OF LAND OUT OF FARM TRACT 655, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS

VARIANCE TYPE:

☐ Streetlights ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sanitary Sewer ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Fire Hydrants ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Setbacks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☒ Drainage ☒ YES ☐ NO

Describe in detail the reason for the variance request:

VARIANCE NOT TO BE REQUIRED ON-SITE DETENTION, A CIPERAN DETENTION WILL BE PROVIDED ON AN EXISTING DRAINAGE DITCH LOCATED ON THE SOUTH SIDE OF THIS SUBDIVISION

☐ Minimum Lot Size ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Sidewalks ☐ YES ☐ NO

Describe in detail the reason for the variance request:

☐ Easement Requirements ☐ YES ☐ NO

Describe in detail the reason for the variance request:

OWNER INFORMATION

Owner's Name: _____ Telephone: _____

Address: _____ Fax: _____

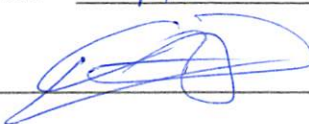
City: _____ State: _____ Zip: _____ E-mail: _____

AUTHORIZATION AND ACKNOWLEDGEMENTS

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

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

Owner Printed Name: Albert Hanker

Owner Signature:  Date: _____

_____ is the authorized agent

Authorized Agent Signature: Willie Arredondo Date: 8/1/24

Authorized Agent Printed Name: Willie Arredondo



HIDALGO COUNTY DRAINAGE DISTRICT No. 1

Raul E. Sesin, PE, CFM

District General Manager

Hidalgo County Floodplain Administrator

BOARD OF DIRECTORS

DAVID L. FUENTES
Board Member

EDUARDO "EDDIE" CANTU
Board Member

RICHARD F. CORTEZ
Chairman of the Board

EVERARDO "EVER" VILLARREAL
Board Member

ELLIE TORRES
Board Member

September 3, 2024

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

RE: Nain Eng. LLC – Magnolia Ridge Subdivision

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

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

Sincerely,
Hidalgo County Drainage District No. 1

Omar Anzaldúa, PE, CFM
Assistant General Manager

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

Hidalgo and Cameron Counties Irrigation District No. 9

General Office

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

E-Mail
hccid9@hotmail.com



P O Box 237 Mercedes, Texas 78570

Randy Winston
General Manager

Debra Pena
Tax Assessor-Collector

Date: 10/08/2024

Guillermo Arratia
Nain Engineering
526 N 5th Street
Donna, Texas 78537

RE: **Magnolia Ridge** Subd. Drainage and Detention

Good Morning Mr. Arratia:

I have received your revised cross section and calculations dated 08/28/2024 for the **Magnolia Ridge** Subdivision modified to include the 50-year detention volume in the proposed drain ditch as shown on your provided cross sections.

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

1. The Proposed Ditch widening, and Detention Area will require outlet controls going into existing ditch.
2. Discharge Permit will be required.
3. Implementation of choke or backflow preventer used.

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



Randall Winston
General Manager

HCCID #9
Mercedes, Texas
956-565-2411

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
MAGNOLIA RIDGE SUBDIVISION

I. PROJECT LOCATION

A 29.00 acre Tract of land being the west 29.00 acres of Farm Tract 655, West Tract Subdivision, according to the map recorded in volume 2, pages 34-37, map records, Hidalgo County, Texas, and is located at the southeast corner of Mile 6 ½ North Road and Mile 7 North Road, and is located within the city limits of Weslaco. (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", Areas determined to be outside 500-year flood plain. F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 6, 2000. Map Revised to Reflect LOMR: Dated May 30, 2002. (Refer to Exhibit C).

III. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Hidalgo (28), Racombes (48), Raymondville (52) sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B and D. (Refer to Exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently undeveloped. The existing terrain has a grade of approximately (0.1%). Existing runoff (12.40 cfs) from the site is by form of sheet flow runs towards the west side of this tract.

V. PROPOSED CONDITIONS

The proposed conditions for this subject tract is for 110 lots for residential use. The storm runoff after development will be increase 24.1 cfs for a total 36.5 cfs, I have calculated that 124,278 cf of storm runoff for a 50 year design frequency, and will be out falling into a proposed storm sewer system pipes ranging from 18" to 42" RCP with curb inlets and out falling into Drain Ditch located on the south side of this subdivision and owned by H.C.D D. No.1, and will be dedicated to the city of Weslaco. Detention of 124,278 CF will be accomplished by excavating this volume on the existing Drain Ditch.

☐ REJECTED	
☒ APPROVED FOR SUBMITTAL	
☐ TO H.C. PLANNING DEPT.	
☒ TO CITY	
☒ DISCHARGE PERMIT REQUIRED	
☐ DISTRICT FACILITY	
☒ CITY FACILITY	
☐ OTHER _____	
<u>Alexis Lozano</u> <u>8/28/24</u>	
H.C.D.D. NO. 1 DATE	



Guillermo A. Arratia, P.E.
8/3/24

DRAINAGE CALCULATIONS EXHIBIT "A"

MAGNOLIA RIDGE SUBDIVISION

AREA= 29 Ac.

TxDOT Intensity Constants for $I=b/(T_c+d)^e$

Existing Conditions

Length= 957 ft.

Slope= 0.1 %

Cexist.= 0.2

Time of Concentration= 108 min.

Texist. = 108 min.

Iexist.= 2.14 in/hr

Qexist.= 12.40 cfs.

10 year storm

b= 87

e= 0.778

d= 9.2

Proposed Conditions

Length= 957 ft.

Slope= 0.15 %

Cfut.= 0.36

Time of Con 78 min.

Tfut.= 78 min.

Ifut.= 3.50 in/hr

Qfut.= 36.5 cfs.

Qin= 10.44 i

50 year storm

b= 99

e= 0.749

d= 9.2

tp (Min.)	I50 (in/hr)	Qin (cfs)	Vin (cubic ft.)	Qout (cfs)	Vout (cubic ft.)	Ev (cubic ft.)
10	10.83	113.02	67810	12.40	32568	35,242
20	7.91	82.56	99071	12.40	36288	62,782
30	6.34	66.22	119189	12.40	40008	79,181
40	5.35	55.85	134049	12.40	43728	90,321
50	4.66	48.63	145877	12.40	47448	98,429
60	4.14	43.26	155739	12.40	51168	104,572
70	3.75	39.10	164225	12.40	54888	109,337
80	3.43	35.77	171693	12.40	58608	113,086
90	3.16	33.03	178378	12.40	62327	116,051
110	2.76	28.79	189998	12.40	69767	120,231
120	2.60	27.10	195134	12.40	73487	121,647
130	2.45	25.63	199915	12.40	77207	122,708
140	2.33	24.33	204391	12.40	80927	123,464
150	2.22	23.18	208604	12.40	84647	123,957
160	2.12	22.14	212586	12.40	88367	124,220
170	2.03	21.21	216364	12.40	92086	124,278
180	1.95	20.37	219961	12.40	95806	124,155
190	1.88	19.60	223395	12.40	99526	123,868
200	1.81	18.89	226682	12.40	103246	123,435
210	1.75	18.24	229835	12.40	106966	122,869

DRAINAGE CALCULATIONS EXHIBIT "A"

220	1.69	17.64	232867	12.40	110686	122,182
230	1.64	17.09	235789	12.40	114406	121,383
240	1.59	16.57	238607	12.40	118126	120,482
250	1.54	16.09	241332	12.40	121846	119,486
260	1.50	15.64	243969	12.40	125565	118,403
270	1.46	15.22	246524	12.40	129285	117,239

Storage Requires= **124,278** cubic feet = **2.85** ac-ft



Guillermo A. Arratia, P.E.
8/3/24

601 N Westgate Dr. also being West Tract E280'-N362'.32'-S457.6' & N55.28'-S95.28'-W74.64'-E280', FT 148 2.42AC GR 2.17Net, Weslaco, Hidalgo County, Texas. Possible Action.

V. DISCUSSION AND CONSIDERATION

- | | |
|---|---------|
| A. Discussion and consideration of the Preliminary Plat for Monte Cielo Subdivision Phase II being 12.44 acres out of Farm Tracts 214, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 2,640 ft. south of Mile 10 North on the east side of Mile 6 ½ West. Possible Action. | 56-123 |
| B. Discussion and consideration of the Preliminary Plat for Magnolia Ridge Subdivision being 29.00 acres out of Farm Tracts 655, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the intersection of Mile 6 ½ West and West 6 th St. Possible Action. | 124-164 |
| C. Discussion and consideration of the Final Plat for Altamura Subdivision Phase I being 22.45 acres out of Farm Tracts 249, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 170 feet south of Mile 12 North and Mile 5 West. Possible Action. | 165-206 |
| D. Discussion and consideration for two-month extension of Pablo Pena Jr No. 2 – being 5.57 acres out of Farm Tract 145, block 179, The West and Adams Tracts, Weslaco, Hidalgo County, Texas Located on the Northwest corner of n Westgate dr. & Canyon Rd. Possible Action. | 207-208 |

VI. ADJOURNMENT

CERTIFICATE OF POSTING

STATE OF TEXAS §
HIDALGO COUNTY §
CITY OF WESLACO §

I, Rebekah de la Fuente, do hereby certify that on August 2, 2024, on or before 5:00 p.m., I posted a true and correct copy of the foregoing notice of a Planning and Zoning Commission regular meeting to be held on August 7, 2024. Such posting was done on a bulletin board convenient to the public at City Hall, 255 South Kansas Avenue, Weslaco, Texas, 78596, visible and accessible to the general public during and after regular working hours. This notice was posted on or before this 2nd day of August 2024 at 5:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ REBEKAH DE LA FUENTE
Planning Director

Commissioner Forward made a motion to close the Public Hearing, seconded by Commissioner Crockett. Motion carried.

Commissioner Summers made a motion to approve the six-month extension, seconded by Commissioner Crockett. Motion carried.

V. DISCUSSION AND CONSIDERATION

A. Discussion and consideration for the Preliminary Plat for Monte Cielo Subdivision Phase II being 12.44 acres out of Farm Tracts 214, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 2,640 ft. south of Mile 10 North on the east side of Mile 6 ½ West.

Mrs. Arevalo stated the proposed development is a fifty-four (54) lot subdivision and is located inside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through an 8" waterline and sewer by City of Weslaco. The developer is requesting a variance for off-site drainage and are still pending letters of support. Staff recommends approval of the Preliminary Plat and compliance with ordinance.

Commissioner Berry made a motion to approve the Preliminary plat, contingent on the letters of support be submitted before final, seconded by Commissioner Crockett. Motion carried.

B. Discussion and consideration for the Preliminary Plat for Magnolia Ridge Subdivision being 29.00 acres out of Farm Tracts 655, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located on the intersection of Mile 6 ½ West and West 6th St.

Mrs. Arevalo stated the proposed one hundred and ten (110) lot subdivision is located inside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water Supply through an 8" waterline and sewer by the City of Weslaco. The developer is requesting a variance for off-site drainage and are still pending letters of support. Building comments were not addressed but will be done at the construction phase. Staff recommends approval of the Preliminary Plat.

Mr. Willie Arratia stated building comments would be addressed and the letters of support would be provided before final plat approval.

Commissioner Crockett made a motion to approve the Preliminary plat, contingent on the letters of support be submitted and building comments be addressed before the final, seconded by Commissioner Berry. Motion carried.

C. Discussion and consideration of the Final Plat for Altamura Subdivision Phase I being 22.45 acres out of Farm Tracts 249, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 170 feet south of Mile 12 North and Mile 5 West.

Mrs. Arevalo stated the proposed thirty-four (34) lot subdivision is located outside the City of Weslaco. This subdivision is being serviced with water by North Alamo Water through an 8" waterline and sewer by OSSF. Applicant is requesting variance for OSSF and off-site drainage and is still pending letter of support from the irrigation. Staff recommends denial of Final Plat due to lack of support letters.

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

August 1, 2024

Mr. Guillermo A. Arratia, P.E.
Nain Engineering, L.L.C.
526 N. 5th. St. Donna, Tx
McAllen, Texas. 78537

**Re: Magnolia Ridge Subdivision
Drainage Detention**

Dear Mr. Arratia:

This is to advise you that The City of Weslaco agrees with the proposed linear detention, in lieu of the required onsite drainage detention, for the subject proposed subdivision. Calculated drainage detention volumes as per your drainage study will be accomplished by excavating the existing ditch located on the south end of the project site.

If you have any questions or need anything further, please do not hesitate to call me at
(956) 969-1533

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aldana'.

Albert J. Aldana, P.E.
City Engineer

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Adrian Farias, Mayor Pro-Tem, District 4
Greg Kerr, Commissioner, At-Large
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August 1, 2024

Mr. Guillermo A. Arratia, P.E.
Nain Engineering, L.L.C.
526 N. 5th. St. Donna, Tx
McAllen, Texas. 78537

**Re: Magnolia Ridge Subdivision
Drainage Detention**

Dear Mr. Arratia:

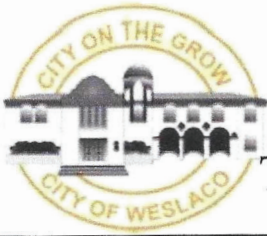
This is to advise you that The City of Weslaco agrees with the proposed linear detention, in lieu of the required onsite drainage detention, for the subject proposed subdivision. Calculated drainage detention volumes as per your drainage study will be accomplished by excavating the existing ditch located on the south end of the project site.

If you have any questions or need anything further, please do not hesitate to call me at
(956) 969-1533

Sincerely,

A handwritten signature in blue ink, appearing to read "Aldana", is written over a light blue circular stamp.

Albert J. Aldana, P.E.
City Engineer



**City of Weslaco
Engineering Division**

255 S. Kansas ♦ Weslaco, TX 78570 ♦ (956)

TRIP GENERATION WORKSHEET

Complete parts A and B as an aid to determine if your project requires a Traffic Impact Analysis (TIA).

A. Subdivision Information

Subdivision Name: MAGNOLIA RIDGE SUBDIVISION
Location: SOUTHEAST CORNER OF W. 6TH ST AND MICE 6 1/2 WEST
Applicant: WILLIE ARRATIA, P.E. ☐ Owner ☒ Agent
Address: 526 N. 5TH ST. DONNA TX Phone Number: 956-784-0218

B. Trip Generation Calculation Use 11th Edition

The texts needed to complete this table are available at the Planning Department. See back of sheet for more information.

ITE Code	Anticipated Land Use	Project Size			AM Peak Hour Trips	PM Peak Hour Trips	Weekday Trips
		Acres	GFA	# of Units			
210	SINGLE FAMILY DETACHED HOUSING	29		110	93	107	200

85 113 1102

Comments: _____

Prepared by: WILLIE ARRATIA, P.E. Date: _____

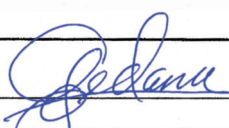
Address: 526 N. 5TH ST DONNA TX Phone Number: 956-784-0218

(For Official Use Only, Do Not Write In This Box)

- ☒ A traffic impact analysis is required. The agent preparing the study must meet with City staff to discuss the scope and requirements of the study before beginning the study.
- ☐ A traffic impact analysis is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

Comments:

Please contact the engineering department for the required TIA limits and scope.

Reviewed by:  Date: 08/01/24 STID#: _____

TRIP GENERATION REPORT

FOR

MAGNOLIA RIDGE SUBDIVISION

A 29.00 acre tract of land out of Farm Tract 655, West and Adams Tract Subdivision, according to the map recorded in volume 24, page 68, Deed Records, Hidalgo County, Texas.

This property is located at the southeast corner of W. 6th street and Mile 6 ½ West Road, within the city limits of Weslaco.

Presently, the site is vacant. Expected use of the property is for 110 Residential Lots

This report is based on Trip Generation, 8th Edition Book.

SINGLE-FAMILT DETACHED HOUSING (210)

1. AVERAGE VEHICLE TRIP ENDS VS : DWELLING UNITS

(Trip generation, 8th Edition page 291)

On a: Weekday, Peak Hour of adjacent Street traffic, one hour between 7 and 9 a.m.

Directional Distribution: 20 % Entering, 80% Exiting

Equation $T = 0.70(x) + 9.74$ where: T = Average Vehicle Ends X = Number of Dwelling Units

$$X = 110$$

$$T = 0.70(110) + 9.74 = 86.74$$

$$T_{\text{enter}} = 86.74 (0.25) = 21.68 \text{ trip/hour}$$

$$T_{\text{exit}} = 86.74 (0.75) = 65.05 \text{ trip/hour}$$

2. AVERAGE VEHICLE TRIP ENDS VS : DWELLING UNITS

(Trip generation, 8th Edition page 292)

On a: Weekday, Peak Hour of adjacent Street traffic, one hour between 4 and 6 p.m.

Directional Distribution: 63% Entering, 37% Exiting

Equation $\ln T = 0.90 \ln(x) + 0.51$ where: T = Average Vehicle Ends X = Number of Dwelling

$$X = 110$$

$$\ln T = 0.90 \ln(110) + 0.51 = 114.48$$

$$T_{\text{enter}} = 114.48 (0.63) = 72.12 \text{ trip/hour}$$

$$T_{\text{exit}} = 114.48 (0.37) = 42.35 \text{ trip/hour}$$



Guillermo A. Arratia
7/30/24

Single-Family Detached Housing (210)

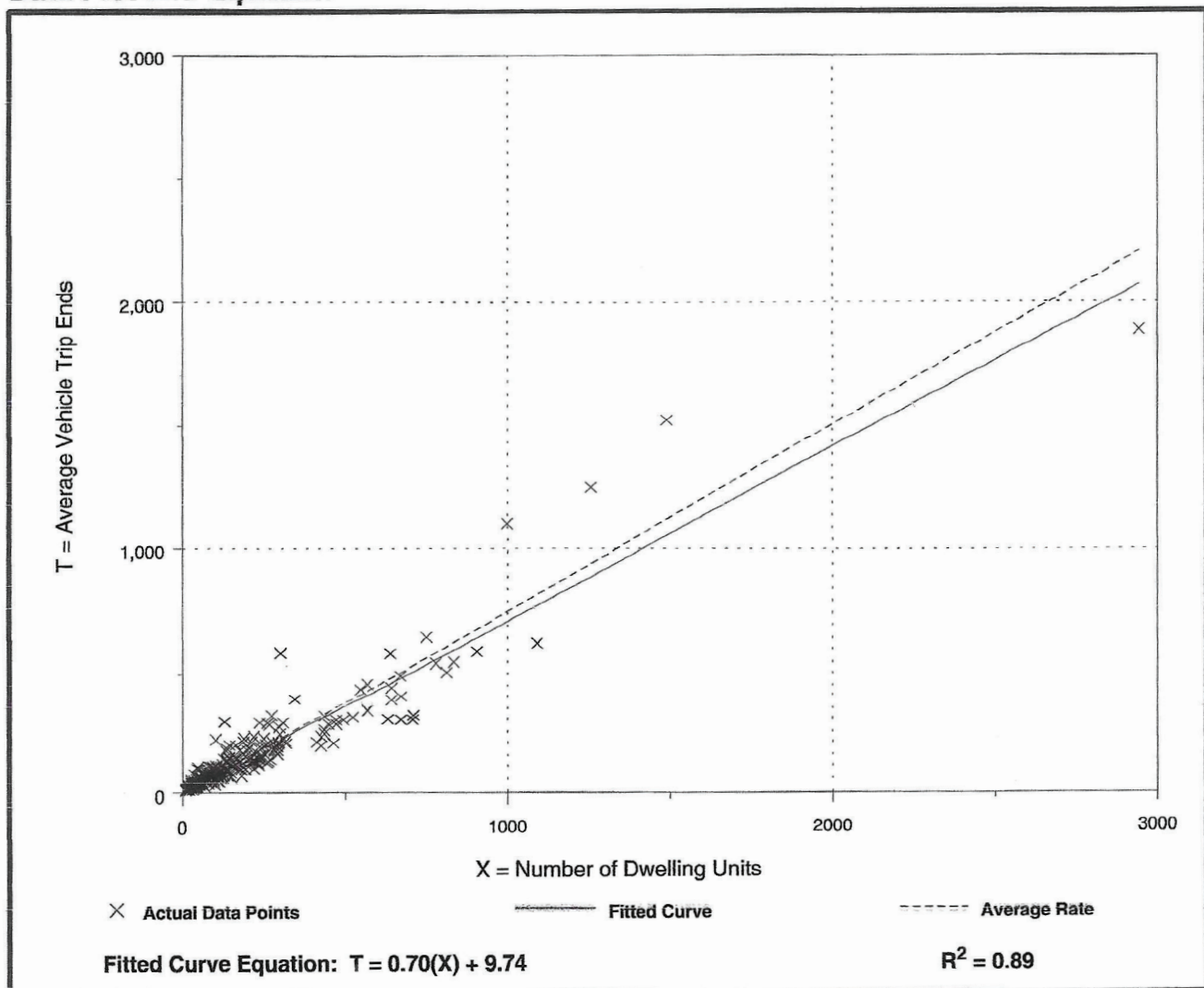
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Number of Studies: 286
 Avg. Number of Dwelling Units: 194
 Directional Distribution: 25% entering, 75% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.75	0.33 - 2.27	0.90

Data Plot and Equation



Single-Family Detached Housing (210)

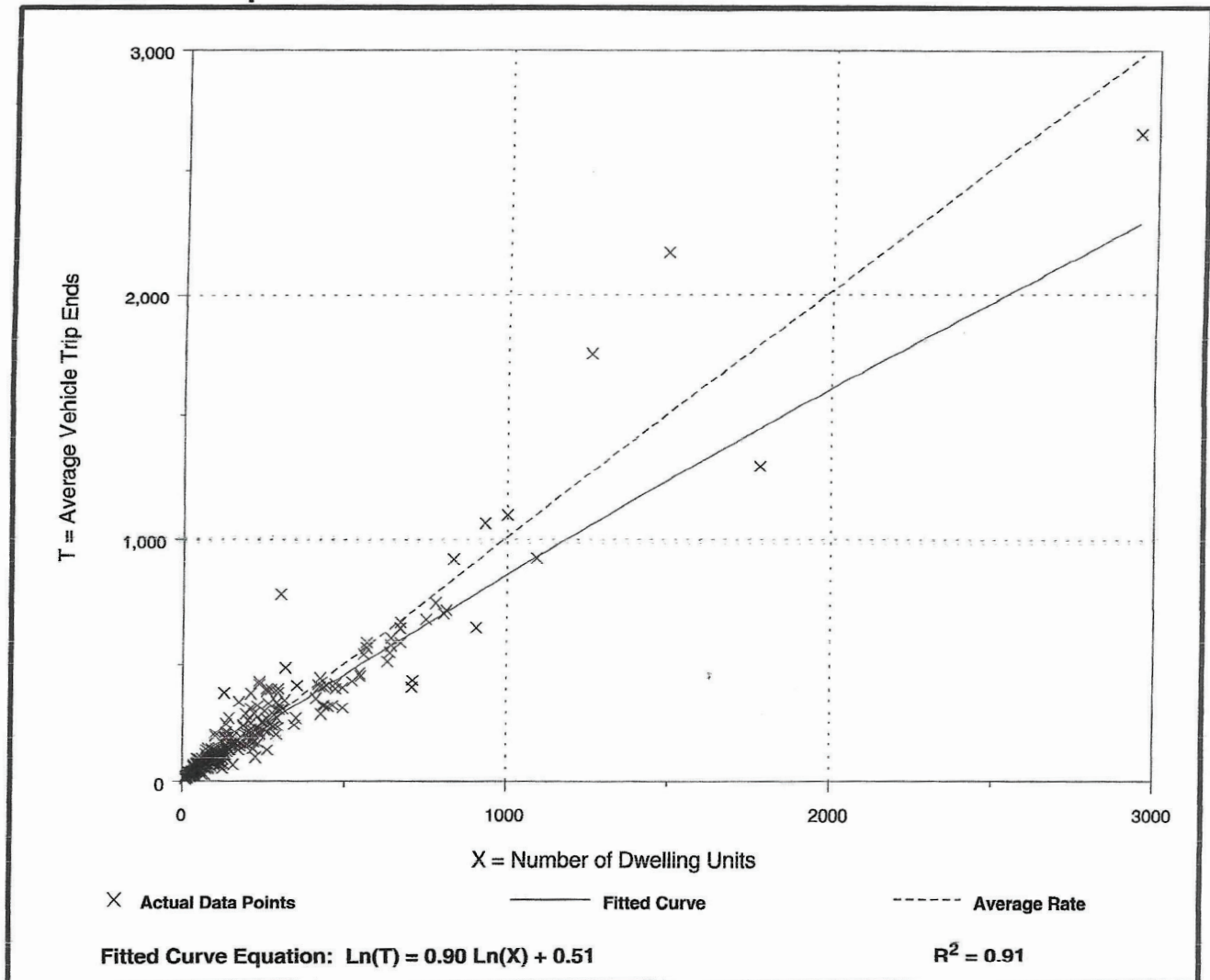
Average Vehicle Trip Ends vs: Dwelling Units
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 314
 Avg. Number of Dwelling Units: 208
 Directional Distribution: 63% entering, 37% exiting

Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
1.01	0.42 - 2.98	1.05

Data Plot and Equation



NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
MAGNOLIA RIDGE SUBDIVISION

Prepared by : Guillermo A. Arratia, P.E.



Guillermo A. Arratia, P.E.
6/20/24

INDEX OF SHEETS

- 1. Cover Sheet**
- 2. Index of Sheets**
- 3. Drainage Report**
- 4. Drainage Calculations – Exhibit “A”**
- 5. Rainfall Intensity Table**
- 6. Runoff Coefficient Table**
- 7. Location Map – Exhibit “B”**
- 8-9 FEMA Map Location “Exhibit “C”**
- 10-11 Soil Map – Exhibit “D”**

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM No. F-9050

DRAINAGE REPORT
For
MAGNOLIA RIDGE SUBDIVISION

I. PROJECT LOCATION

A 29.00 acre Tract of land being the west 29.00 acres of Farm Tract 655, West Tract Subdivision, according to the map recorded in volume 2, pages 34-37, map records, Hidalgo County, Texas, and is located at the southeast corner of Mile 6 ½ North Road and Mile 7 North Road, and is located within the city limits of Weslaco. (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", Areas determined to be outside 500-year flood plain. F.E.M.A.-F.I.R.M. Map No. 480334 0450 C, Map Revised June 6, 2000. Map Revised to Reflect LOMR: Dated May 30, 2002. (Refer to Exhibit C).

III. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Hidalgo (28), Racombes (48), Raymondville (52) sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B and D. (Refer to Exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently undeveloped. The existing terrain has a grade of approximately (0.1%). Existing runoff (12.40 cfs) from the site is by form of sheet flow runs towards the west side of this tract.

V. PROPOSED CONDITIONS

The proposed conditions for this subject tract is for 110 lots for residential use. The storm runoff after development will be increase 16.5 cfs for a total 28.9 cfs, I have calculated that 87,060 cf of storm runoff for a 50 year design frequency, and will be out falling into a proposed storm sewer system pipes ranging from 18" to 36" RCP with curb inlets and out falling into Drain Ditch located on the south side of this subdivision and owned by H.C.I D. No.1. Detention of 87,060 CF will be accomplished by excavating this volume on the existing Drain Ditch.



Guillermo A. Arratia
e/20/24

MAGNOLIA RIDGE SUBDIVISION

AREA= 29 Ac.

TxDOT Intensity Constants for $I=b/(T_c+d)^e$ **Existing Conditions**

Length= 957 ft.

Slope= 0.1 %

Cexist.= 0.2

Time of Concentration= 108 min.

Texist.= 108 min.

Iexist.= 2.14 in/hr

Qexist.= 12.40 cfs.

10 year storm

b= 87

e= 0.778

d= 9.2

Proposed Conditions

Length= 957 ft.

Slope= 0.15 %

Cfut.= 0.3

Time of Concentration= 84 min.

Tfut.= 84 min.

Ifut.= 3.32 in/hr

Qfut.= 28.9 cfs.

Qin= 8.70 i

50 year storm

b= 99

e= 0.749

d= 9.2

tp (Min.)	I50 (in/hr)	Qin (cfs)	Vin (cubic ft.)	Qout (cfs)	Vout (cubic ft.)	Ev (cubic ft.)
10	10.83	94.18	56508	12.40	34908	21,601
20	7.91	68.80	82559	12.40	38627	43,931
30	6.34	55.18	99324	12.40	42347	56,977
40	5.35	46.54	111708	12.40	46067	65,641
50	4.66	40.52	121564	12.40	49787	71,777
60	4.14	36.05	129783	12.40	53507	76,276
70	3.75	32.58	136854	12.40	57227	79,628
80	3.43	29.81	143078	12.40	60947	82,131
90	3.16	27.53	148649	12.40	64667	83,982
110	2.76	23.99	158332	12.40	72106	86,225
120	2.60	22.58	162612	12.40	75826	86,785
130	2.45	21.36	166595	12.40	79546	87,049
140	2.33	20.28	170326	12.40	83266	87,060
150	2.22	19.32	173837	12.40	86986	86,851
160	2.12	18.45	177155	12.40	90706	86,449
170	2.03	17.68	180304	12.40	94426	85,878
180	1.95	16.97	183301	12.40	98145	85,155
190	1.88	16.33	186162	12.40	101865	84,297
200	1.81	15.74	188901	12.40	105585	83,316
210	1.75	15.20	191529	12.40	109305	82,224

DRAINAGE CALCULATIONS EXHIBIT "A"

220	1.69	14.70	194056	12.40	113025	81,031
230	1.64	14.24	196490	12.40	116745	79,746
240	1.59	13.81	198839	12.40	120465	78,375
250	1.54	13.41	201110	12.40	124185	76,925
260	1.50	13.03	203307	12.40	127904	75,403
270	1.46	12.68	205437	12.40	131624	73,813

Storage Requires= **87,060** cubic feet = **2.00** ac-ft



Guillermo A. Arratia, P.E.
6/20/24

Table 4-10: Runoff Coefficients for Urban Watersheds

Type of drainage area	Runoff coefficient
Business:	
Downtown areas	0.70-0.95
Neighborhood areas	0.30-0.70
Residential:	
Single-family areas	0.30-0.50
Multi-units, detached	0.40-0.60
Multi-units, attached	0.60-0.75
Suburban	0.35-0.40
Apartment dwelling areas	0.30-0.70
Industrial:	
Light areas	0.30-0.80
Heavy areas	0.60-0.90
Parks, cemeteries	0.10-0.25
Playgrounds	0.30-0.40
Railroad yards	0.30-0.40
Unimproved areas:	
Sand or sandy loam soil, 0-3%	0.15-0.20
Sand or sandy loam soil, 3-5%	0.20-0.25
Black or loessial soil, 0-3%	0.18-0.25
Black or loessial soil, 3-5%	0.25-0.30
Black or loessial soil, > 5%	0.70-0.80
Deep sand area	0.05-0.15
Steep grassed slopes	0.70
Lawns:	
Sandy soil, flat 2%	0.05-0.10
Sandy soil, average 2-7%	0.10-0.15
Sandy soil, steep 7%	0.15-0.20
Heavy soil, flat 2%	0.13-0.17
Heavy soil, average 2-7%	0.18-0.22

TABLE 6. CONSTANTS FOR USE IN FORMULA $I = b/(t_c + d)^e$ (Continued)

COUNTY	2 year				5 year				10 year				25 year				50 year				100 year			
	a	b	d	e	a	b	d	e	a	b	d	e	a	b	d	e	a	b	d	e	a	b	d	e
Hemphill	0.845	56	10.6	0.851	76	10.7	0.842	87	10.7	0.843	103	10.7	0.843	103	10.7	0.840	115	10.7	0.847	132	10.6	10.6	10.6	10.6
Henderson	0.800	60	8.7	0.796	77	9.0	0.770	79	9.0	0.773	93	9.0	0.773	93	9.0	0.752	93	9.0	0.749	102	8.7	8.7	8.7	8.7
Hidalgo	0.831	74	9.6	0.795	80	9.2	0.778	87	9.2	0.771	98	9.2	0.771	98	9.2	0.749	99	9.2	0.740	103	9.6	9.6	9.6	9.6
Hill	0.799	57	8.2	0.790	72	8.8	0.777	78	8.8	0.773	91	8.8	0.773	91	8.8	0.764	98	8.8	0.759	105	8.2	8.2	8.2	8.2
Hockley	0.832	46	9.9	0.832	60	10.0	0.807	64	10.0	0.812	78	10.0	0.812	78	10.0	0.810	87	10.0	0.817	101	9.9	9.9	9.9	9.9
Hood	0.782	48	7.7	0.773	63	8.3	0.773	75	8.3	0.782	90	8.3	0.782	90	8.3	0.773	98	8.3	0.766	105	7.7	7.7	7.7	7.7
Hopkins	0.788	54	8.3	0.783	70	9.1	0.775	77	9.1	0.767	88	9.1	0.767	88	9.1	0.754	93	9.1	0.750	100	8.3	8.3	8.3	8.3
Houston	0.797	63	8.2	0.780	73	8.3	0.775	78	8.3	0.768	86	8.3	0.768	86	8.3	0.740	93	8.3	0.727	94	8.2	8.2	8.2	8.2
Howard	0.805	42	9.2	0.800	56	10.1	0.802	65	10.1	0.796	76	10.1	0.796	76	10.1	0.791	86	10.1	0.788	95	9.2	9.2	9.2	9.2
Hudspeth	0.800	27	9.4	0.840	44	11.4	0.827	50	11.4	0.819	60	11.4	0.819	60	11.4	0.856	78	11.4	0.833	77	9.2	9.2	9.2	9.2
Hunt	0.793	55	8.4	0.785	69	9.2	0.783	80	9.2	0.776	93	9.2	0.776	93	9.2	0.764	99	9.2	0.758	104	8.4	8.4	8.4	8.4
Hutchinson	0.860	56	10.4	0.844	70	11.0	0.837	80	11.0	0.851	100	11.0	0.851	100	11.0	0.863	121	11.0	0.837	115	10.4	10.4	10.4	10.4
Irion	0.780	37	8.1	0.789	55	9.6	0.778	61	9.6	0.783	77	9.6	0.783	77	9.6	0.759	81	9.6	0.770	90	8.1	8.1	8.1	8.1
Jack	0.789	48	8.5	0.779	63	8.5	0.786	75	8.5	0.782	88	8.5	0.782	88	8.5	0.782	95	8.5	0.775	109	8.5	8.5	8.5	8.5
Jackson	0.809	68	8.8	0.769	73	8.5	0.757	80	8.5	0.745	89	8.5	0.745	89	8.5	0.737	95	8.5	0.720	97	8.8	8.8	8.8	8.8
Jasper	0.782	66	8.1	0.743	65	7.4	0.736	73	7.4	0.719	78	7.4	0.719	78	7.4	0.715	84	7.4	0.700	87	8.1	8.1	8.1	8.1
Jeff Davis	0.821	35	9.5	0.865	63	10.8	0.853	69	10.8	0.802	65	10.8	0.802	65	10.8	0.818	77	10.8	0.832	93	9.5	9.5	9.5	9.5
Jefferson	0.799	74	9.2	0.733	65	7.5	0.727	74	7.5	0.730	86	7.5	0.730	86	7.5	0.710	87	7.5	0.687	84	9.2	9.2	9.2	9.2
Jim Hogg	0.831	73	9.4	0.813	82	9.4	0.786	87	9.4	0.780	98	9.4	0.780	98	9.4	0.756	99	9.4	0.750	104	9.4	9.4	9.4	9.4
Jim Wells	0.825	71	9.4	0.797	79	8.9	0.765	80	8.9	0.768	94	8.9	0.768	94	8.9	0.748	98	8.9	0.740	102	9.4	9.4	9.4	9.4
Johnson	0.789	52	8.1	0.779	67	8.6	0.773	77	8.6	0.776	90	8.6	0.776	90	8.6	0.771	99	8.6	0.763	106	8.1	8.1	8.1	8.1
Jones	0.780	41	8.5	0.771	55	9.0	0.794	73	9.0	0.780	82	9.0	0.780	82	9.0	0.803	102	9.0	0.784	104	8.5	8.5	8.5	8.5
Karnes	0.800	60	8.8	0.791	75	8.9	0.766	77	8.9	0.767	91	8.9	0.767	91	8.9	0.751	95	8.9	0.749	106	8.8	8.8	8.8	8.8
Kaufman	0.797	57	8.6	0.790	72	9.0	0.776	80	9.0	0.777	93	9.0	0.777	93	9.0	0.763	98	9.0	0.757	104	8.6	8.6	8.6	8.6
Kendall	0.791	53	8.6	0.771	64	8.3	0.773	74	8.3	0.764	84	8.3	0.764	84	8.3	0.762	94	8.3	0.763	104	8.6	8.6	8.6	8.6
Kenedy	0.826	73	9.2	0.793	79	8.7	0.771	84	8.7	0.763	94	8.7	0.763	94	8.7	0.735	96	8.7	0.731	100	9.2	9.2	9.2	9.2
Kent	0.801	43	9.0	0.801	60	10.0	0.796	70	10.0	0.806	85	10.0	0.806	85	10.0	0.799	93	10.0	0.798	104	9.0	9.0	9.0	9.0
Kerr	0.789	49	8.4	0.765	58	8.0	0.764	69	8.0	0.763	80	8.0	0.763	80	8.0	0.758	91	8.0	0.758	104	8.4	8.4	8.4	8.4
Kimble	0.775	42	8.2	0.758	53	7.6	0.753	55	7.6	0.757	75	7.6	0.757	75	7.6	0.772	88	7.6	0.768	104	8.2	8.2	8.2	8.2
King	0.804	45	9.4	0.794	59	9.6	0.804	74	9.6	0.802	87	9.6	0.802	87	9.6	0.811	103	9.6	0.802	111	9.4	9.4	9.4	9.4
Kinney	0.812	53	8.8	0.780	62	8.0	0.773	70	8.0	0.777	82	8.0	0.777	82	8.0	0.790	97	8.0	0.781	108	8.8	8.8	8.8	8.8
Kleberg	0.826	72	9.4	0.794	79	8.7	0.764	81	8.7	0.761	93	8.7	0.761	93	8.7	0.739	96	8.7	0.731	99	9.4	9.4	9.4	9.4
Knox	0.800	46	9.4	0.788	58	9.3	0.801	76	9.3	0.798	88	9.3	0.798	88	9.3	0.809	104	9.3	0.798	111	9.4	9.4	9.4	9.4
Lamar	0.783	53	8.2	0.777	66	8.9	0.770	74	8.9	0.769	87	8.9	0.769	87	8.9	0.759	93	8.9	0.752	98	8.2	8.2	8.2	8.2
Lamb	0.837	47	10.1	0.828	60	9.6	0.800	63	9.6	0.821	80	9.6	0.821	80	9.6	0.818	88	9.6	0.820	103	10.1	10.1	10.1	10.1

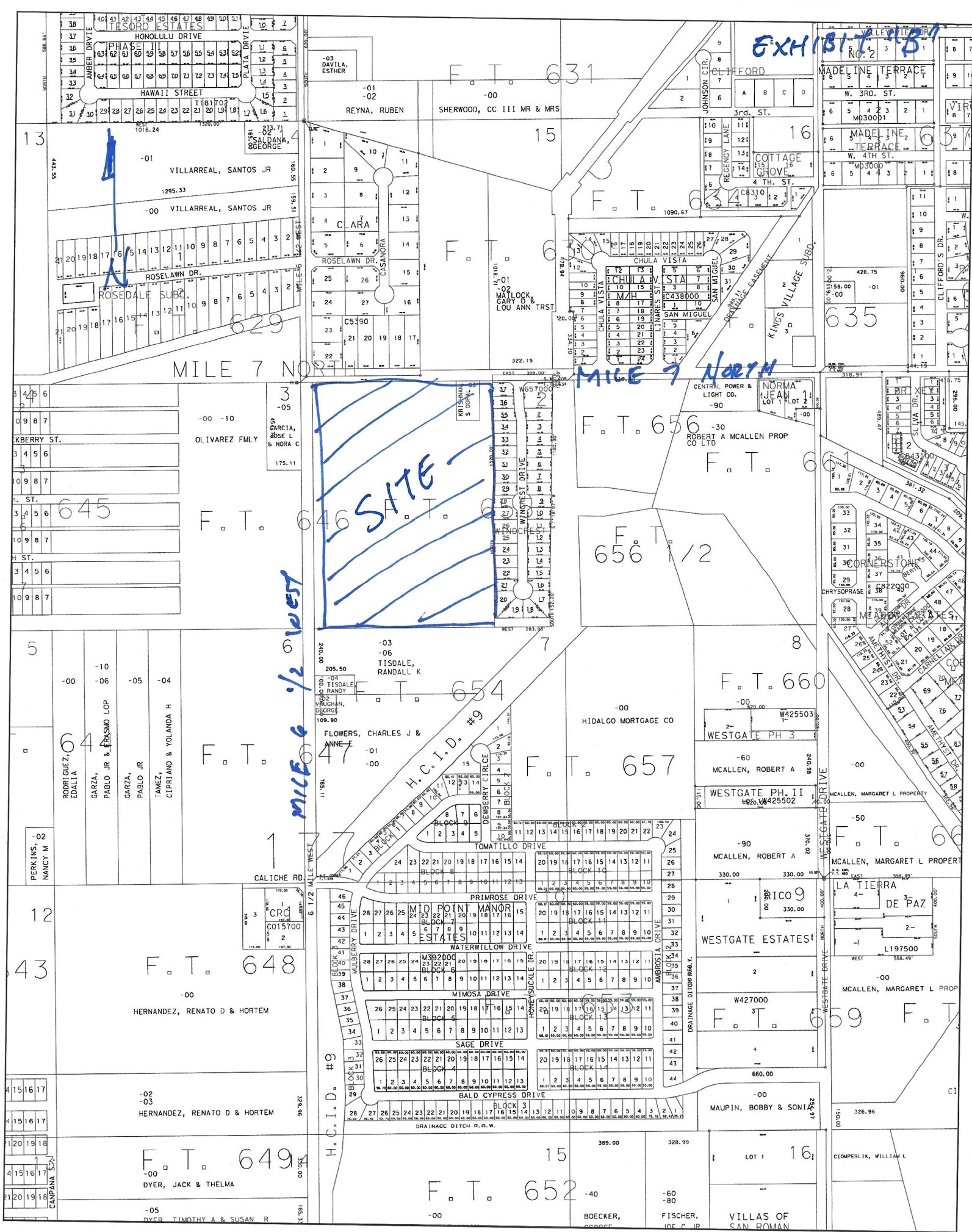


EXHIBIT "C"



SCALE 1" = 2000'



NFIP

PANEL 0450 C

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

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

(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER

480334 0450 C

MAP REVISED:

JUNE 6, 2000

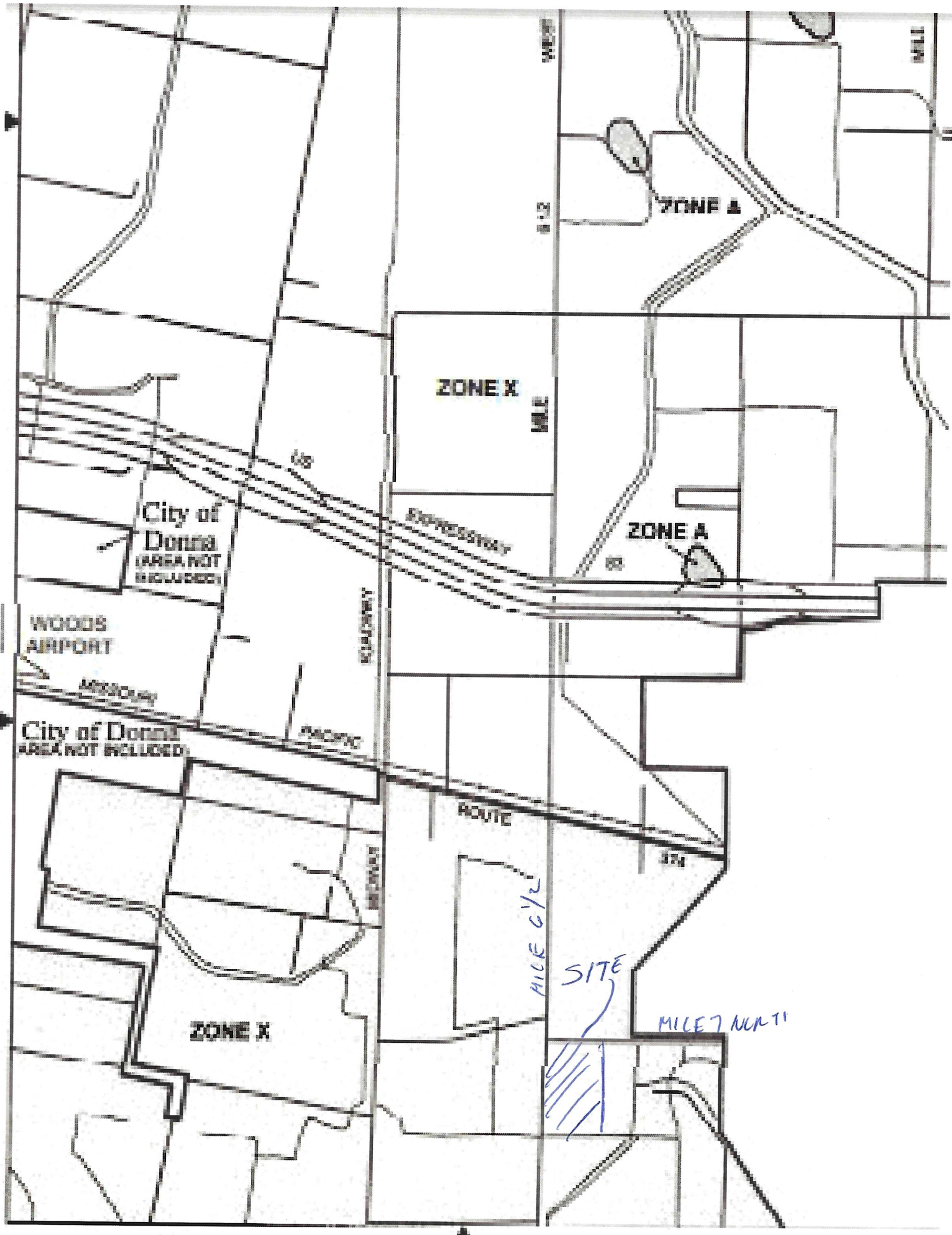


**REVISED TO
REFLECT LOMR**

DATED

MAY 30, 2002

Federal Emergency Management Agency



LEGEND

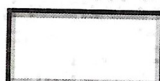


SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD

- ZONE A** No base flood elevations determined.
- ZONE AE** Base flood elevations determined.
- ZONE AH** Flood depths of 1 to 3 feet (usually areas of ponding); base flood elevations determined.
- ZONE AO** Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding; velocities also determined.
- ZONE A99** To be protected from 100-year flood by Federal flood protection system under construction; no base flood elevations determined.
- ZONE V** Coastal flood with velocity hazard (wave action); no base flood elevations determined.
- ZONE VE** Coastal flood with velocity hazard (wave action); base flood elevations determined.

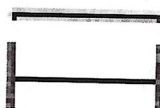


FLOODWAY AREAS IN ZONE AE



OTHER FLOOD AREAS

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



OTHER AREAS

- ZONE X** Areas determined to be outside 500-year floodplain.
- ZONE D** Areas in which flood hazards are undetermined.

UNDEVELOPED COASTAL BARRIERS



Identified
1983



Identified
1990



Other
Protected Areas

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



Floodplain Boundary



Floodway Boundary



Zone D Boundary

(Joins sheet 104)

111

N

1 Mile
5000 Feet

Scale 1:20000

(Joins sheet 112)

(Joins sheet 117)

2 160 000 FEET



TABLE 18.--SOIL AND WATER FEATURES

"Flooding" and "water table" and terms such as "rare," "brief," "apparent," and "perched" are explained in the text. The symbol > means more than. Absence of an entry indicates that the feature is not a concern]

Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corrosion	
		Frequency	Duration	Months	Depth Ft	Kind	Months	Depth In	Hard-ness	Uncoated steel	Concrete
1.* Arents											
2----- Benito	D	Occasional	Long-----	Sep-May	4.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
3, 4----- Brennan	B	None-----	---	---	>6.0	---	---	---	---	Moderate	Low.
5, 6----- Camargo	B	Rare-----	Brief-----	Sep-May	>6.0	---	---	---	---	Moderate	Low.
7----- Cameron	D	None-----	---	---	5.0-6.0	Apparent	Sep-May	---	---	High-----	Low.
8----- Comitas	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
9, 10, 11----- Delfina	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
12----- Delmita	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
13:* Delmita-----	C	None-----	---	---	>6.0	---	---	20-40	Thin	Moderate	Low.
Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low.
14----- Falfurrias	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
15**----- Grulla	D	Frequent-----	Very long	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low.
16, 17, 18----- Hargill	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
19----- Harlingen	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
20----- Harlingen	D	None-----	---	---	5.0-6.0	---	---	---	---	High-----	Moderate.
21:* Harlingen-----	D	None to rare	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
22, 23, 24----- Hebbronville	B	None-----	---	---	>6.0	---	---	---	---	Low-----	Low.
25, 26, 27, (28) 29----- Hidalgo	(B)	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
30----- Hidalgo	B	None-----	---	---	2.5-5.0	Apparent	Sep-May	---	---	High-----	Low.
31:* Hidalgo-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low.
Urban land.											
32:* Jimenez-----	C	None-----	---	---	>6.0	---	---	7-20	Thin	High-----	Low.

See footnotes at end of table.

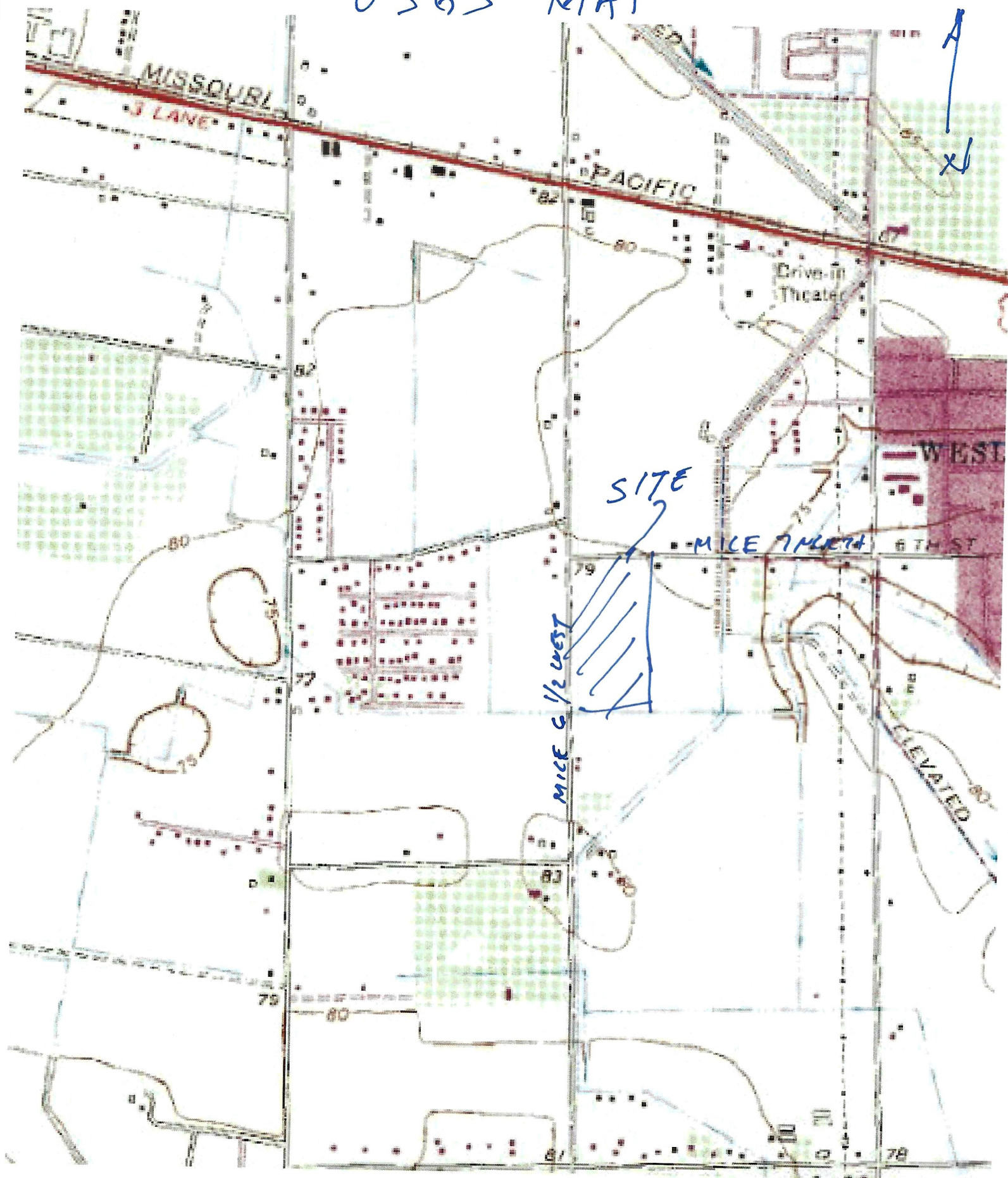
Hidalgo County, Texas

TABLE 18.--SOIL AND WATER FEATURES--Continued

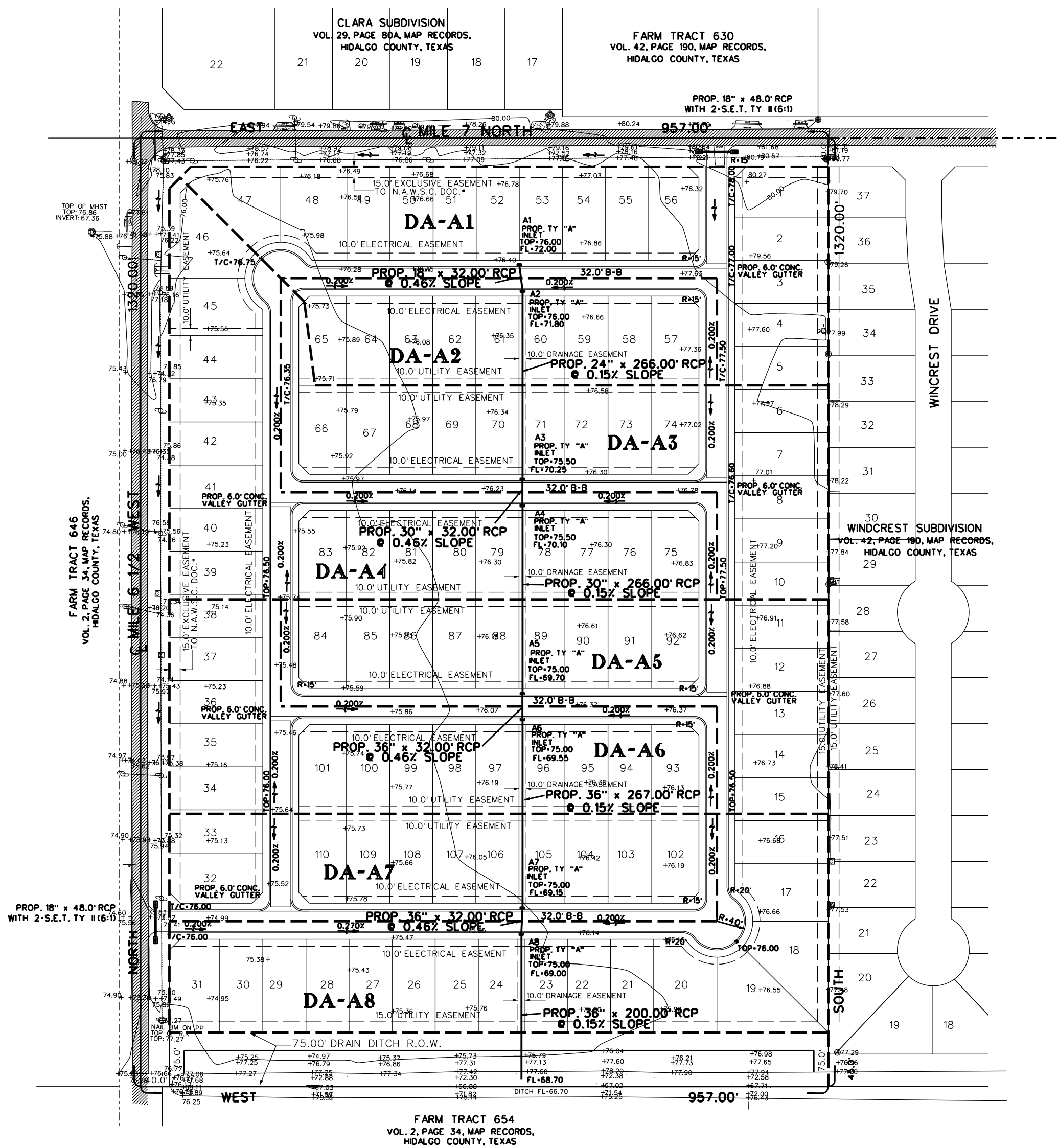
Map symbol and soil name	Hydro-logic group	Flooding			High water table			Cemented pan		Risk of corr	
		Frequency	Duration	Months	Depth	Kind	Months	Depth	Hard-ness	Uncoated steel	Con
					<u>Ft</u>			<u>In</u>			
32:* Quemado-----	C	None-----	---	---	>6.0	---	---	10-20	Thin	Moderate	Low
33----- Laredo	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low
34----- Matamoros	C	Occasional	Long-----	Sep-May	>6.0	---	---	---	---	High-----	Low
35, 36, 37, 38----- McAllen	C	None-----	---	---	>6.0	---	---	---	---	High-----	Low
39, 40, 41----- Mercedes	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low
42----- Nueces	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low
43:* Nueces-----	C	None-----	---	---	>6.0	---	---	---	---	Moderate	Low
Sarita-----	A	None-----	---	---	>6.0	---	---	---	---	Low-----	Low
44, 44----- Olmito	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low
45,* 46,* 47.* Pits											
48----- Racombes	B	Rare-----	---	---	>6.0	---	---	---	---	High-----	Low
49----- Racombes	B	Rare-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low
50----- Ramadero	B	Common-----	Brief-----	Sep-May	>6.0	---	---	---	---	High-----	Low
51:* Randado-----	C	None-----	---	---	>6.0	---	---	8-20	Thin	Moderate	Low
Cuevitas-----	D	None-----	---	---	>6.0	---	---	8-14	Thin	Moderate	Low
52----- Raymondville	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low
53----- Raymondville	D	None-----	---	---	2.5-4.5	Apparent	Sep-May	---	---	High-----	Low
54:* Raymondville-----	D	None-----	---	---	>6.0	---	---	---	---	High-----	Low
Urban land.											
55----- Reynosa	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low
56----- Reynosa	B	None-----	---	---	1.5-4.5	Apparent	Sep-May	---	---	High-----	Low
57:* Reynosa-----	B	None-----	---	---	>6.0	---	---	---	---	High-----	Low
Urban land.											
58**----- Rio	D	Frequent-----	Long-----	Sep-May	+2-6.0	Apparent	Sep-May	---	---	High-----	Low
59**----- Rio	D	Frequent-----	Long-----	Sep-May	+2-4.5	Apparent	Sep-May	---	---	High-----	Low

See footnotes at end of table.

1



DRAINAGE AREAS



PROJECT NAME : Untitled

JOB NUMBER : 01

PROJECT DESCRIPTION : MAGNOLIA RIDGE SUBDIVISION

DESIGN FREQUENCY : 5 Years

ANALYSIS FREQUENCY : 10 Years

MEASUREMENT UNITS: ENGLISH

OUTPUT FOR DESIGN FREQUENCY of: 5 Years

=====

Runoff Computation for Design Frequency.

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-1	0.36	3.51	53.33	53.33	2.99	0.000	3.769
	0.85	0.38	Pavement				
	0.3	3.13	Single family				
A-2	0.375	1.98	53.33	53.33	2.99	0.000	2.218
	0.85	0.27	Pavement				
	0.3	1.71	Single family				
A-3	0.383	3.18	53.33	53.33	2.99	0.000	3.638
	0.85	0.48	Pavement				
	0.3	2.70	Single family				
A-4	0.379	3.99	53.33	53.33	2.99	0.000	4.511
	0.85	0.57	Pavement				
	0.3	3.42	Single family				
A-5	0.372	3.05	53.33	53.33	2.99	0.000	3.390
	0.85	0.40	Pavement				
	0.3	2.65	Single family				
A-6	0.372	3.05	53.33	53.33	2.99	0.000	3.390
	0.85	0.40	Pavement				
	0.3	2.65	Single family				
A-7	0.387	2.59	53.33	53.33	2.99	0.000	2.994
	0.85	0.41	Pavement				
	0.3	2.18	Single family				
A-8	0.361	3.80	45.33	45.33	3.33	0.000	4.566
	0.85	0.42	Pavement				
	0.3	3.38	Single family				

Sag Inlets Configuration Data.

=====

Inlet ID	Inlet Type	Length/Perim. (ft)	Grate Area (sf)	Left-Slope Long (%)	Left-Slope Trans (%)	Right-Slope Long (%)	Right-Slope Trans (%)	Gutter n	Depth Allowed (ft)	Critic Elev. (ft)
A-1	Curb	10.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	76.00
A-2	Curb	10.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	76.00
A-3	Curb	10.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	75.50
A-4	Curb	10.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	75.50
A-5	Curb	10.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	75.00
A-6	Curb	10.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	75.00
A-7	Curb	10.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	75.00
A-8	Curb	10.00	n/a	0.50	2.00	0.50	2.00	0.014	1.50	75.00

Sag Inlets Computation Data.

Inlet ID	Inlet Type	Length (ft)	Grate Perim (ft)	Grate Area (sf)	Total Q (cfs)	Inlet Capacity (cfs)	Total Head (ft)	Ponded Left (ft)	Width Right (ft)
A-1	Curb	10.00	n/a	n/a	3.769	10.327	0.255	9.90	9.90
A-2	Curb	10.00	n/a	n/a	2.218	10.327	0.179	8.10	8.10
A-3	Curb	10.00	n/a	n/a	3.638	10.327	0.249	9.75	9.75
A-4	Curb	10.00	n/a	n/a	4.511	10.327	0.288	10.60	10.60
A-5	Curb	10.00	n/a	n/a	3.390	10.327	0.238	9.50	9.50
A-6	Curb	10.00	n/a	n/a	3.390	10.327	0.238	9.50	9.50
A-7	Curb	10.00	n/a	n/a	2.994	10.327	0.219	9.10	9.10
A-8	Curb	10.00	n/a	n/a	4.566	10.327	0.290	10.65	10.65

Cumulative Junction Discharge Computations

Node I.D.	Node Type	Weighted C-Value	Cumulat. Dr.Area (acres)	Cumulat. Tc (min)	Intens. (in/hr)	User Supply Q (cfs)	Additional Q in Node (cfs)	Total Disch. (cfs)
A-1	Curb	0.360	3.51	53.33	2.99	0.000	0.00	3.769
A-2	Curb	0.365	5.49	53.45	2.98	0.000	0.00	5.978
A-3	Curb	0.372	8.67	54.20	2.95	0.000	0.00	9.520
A-4	Curb	0.374	12.66	54.30	2.95	0.000	0.00	13.964
A-5	Curb	0.374	15.71	55.50	2.91	0.000	0.00	17.057
A-6	Curb	0.373	18.76	55.59	2.90	0.000	0.00	20.334
A-7	Curb	0.375	21.35	56.67	2.87	0.000	0.00	22.942
A-8	Curb	0.373	25.15	56.75	2.86	0.000	0.00	26.845
OUT	Outlet	0.373	25.15	56.75	2.86	0.000	0.00	26.845

Conveyance Configuration Data

Run#	Node I.D.		Flowline Elev.		Shape #	Span (ft)	Rise (ft)	Length (ft)	Slope (%)	n_value
	US	DS	US (ft)	DS (ft)						
10	A-1	A-2	72.00	71.80	Circ 1	0.00	1.50	32.00	0.63	0.013
20	A-2	A-3	71.80	70.25	Circ 1	0.00	2.00	236.00	0.66	0.013
30	A-3	A-4	70.25	70.10	Circ 1	0.00	2.50	32.00	0.47	0.013
40	A-4	A-5	70.10	69.70	Circ 1	0.00	2.50	266.00	0.15	0.013
50	A-5	A-6	69.70	69.55	Circ 1	0.00	3.00	32.00	0.47	0.013
60	A-6	A-7	69.55	69.15	Circ 1	0.00	3.00	267.00	0.15	0.013
70	A-7	A-8	69.15	69.00	Circ 1	0.00	3.00	32.00	0.47	0.013
80	A-8	OUT	69.00	68.70	Circ 1	0.00	3.50	200.00	0.15	0.013

Conveyance Hydraulic Computations. Tailwater = 72.000 (ft)

Run#	Hydraulic Gradeline			Depth		Velocity		Q (cfs)	Cap (cfs)	Junc Loss (ft)
	US Elev (ft)	DS Elev (ft)	Fr.Slope (%)	Unif. (ft)	Actual (ft)	Unif. (f/s)	Actual (f/s)			
10*	72.87	72.87	0.129	0.71	1.07	4.59	2.81	3.77	8.31	0.000
20*	72.87	72.70	0.070	0.79	2.00	5.22	1.90	5.98	18.34	0.000
30*	72.70	72.68	0.054	1.01	2.50	5.15	1.94	9.52	28.09	0.000
40	72.68	72.38	0.116	1.80	2.50	3.70	2.84	13.96	15.91	0.000
50*	72.38	72.36	0.065	1.27	2.81	6.02	2.48	17.06	45.67	0.000
60	72.36	72.15	0.093	1.97	3.00	4.14	2.88	20.33	25.82	0.000
70*	72.15	72.11	0.118	1.50	3.00	6.49	3.25	22.94	45.67	0.000
80	72.11	72.00	0.071	2.13	3.30	4.37	2.86	26.84	38.97	0.000

OUTPUT FOR ANALYSYS FREQUENCY of: 10 Years

Runoff Computation for Analysis Frequency.

ID	C Value	Area (acre)	Tc (min)	Tc Used (min)	Intensity (in/hr)	Supply Q (cfs)	Total Q (cfs)
A-1	0.36	3.51	53.33	53.33	3.48	0.000	4.398
	0.85	0.38	Pavement				
	0.3	3.13	Single family				
A-2	0.375	1.98	53.33	53.33	3.48	0.000	2.587
	0.85	0.27	Pavement				
	0.3	1.71	Single family				
A-3	0.383	3.18	53.33	53.33	3.48	0.000	4.244
	0.85	0.48	Pavement				

A-4	0.3	2.70	Single family		3.48	0.000	5.264
	0.379	3.99	53.33	53.33			
	0.85	0.57	Pavement				
A-5	0.3	3.42	Single family		3.48	0.000	3.955
	0.372	3.05	53.33	53.33			
	0.85	0.40	Pavement				
A-6	0.3	2.65	Single family		3.48	0.000	3.955
	0.372	3.05	53.33	53.33			
	0.85	0.40	Pavement				
A-7	0.3	2.65	Single family		3.48	0.000	3.493
	0.387	2.59	53.33	53.33			
	0.85	0.41	Pavement				
A-8	0.3	2.18	Single family		3.88	0.000	5.314
	0.361	3.80	45.33	45.33			
	0.85	0.42	Pavement				
	0.3	3.38	Single family				

Sag Inlets Configuration Data.

Inlet ID	Inlet Type	Length/Perim. (ft)	Grate Area (sf)	Left-Slope Long (%)	Right-Slope Long (%)	Gutter n	Depth Allowed (ft)	Critic Elev. (ft)
A-1	Curb	10.00	n/a	0.50	2.00	0.014	1.50	76.00
A-2	Curb	10.00	n/a	0.50	2.00	0.014	1.50	76.00
A-3	Curb	10.00	n/a	0.50	2.00	0.014	1.50	75.50
A-4	Curb	10.00	n/a	0.50	2.00	0.014	1.50	75.50
A-5	Curb	10.00	n/a	0.50	2.00	0.014	1.50	75.00
A-6	Curb	10.00	n/a	0.50	2.00	0.014	1.50	75.00
A-7	Curb	10.00	n/a	0.50	2.00	0.014	1.50	75.00
A-8	Curb	10.00	n/a	0.50	2.00	0.014	1.50	75.00

Sag Inlets Computation Data.

Inlet ID	Inlet Type	Length (ft)	Grate Perim (ft)	Grate Area (sf)	Total Q (cfs)	Inlet Capacity (cfs)	Total Head (ft)	Ponded Left (ft)	Width Right (ft)
A-1	Curb	10.00	n/a	n/a	4.398	10.327	0.283	10.50	10.50
A-2	Curb	10.00	n/a	n/a	2.587	10.327	0.199	8.60	8.60
A-3	Curb	10.00	n/a	n/a	4.244	10.327	0.276	10.35	10.35
A-4	Curb	10.00	n/a	n/a	5.264	10.327	0.319	11.20	11.20
A-5	Curb	10.00	n/a	n/a	3.955	10.327	0.264	10.10	10.10
A-6	Curb	10.00	n/a	n/a	3.955	10.327	0.264	10.10	10.10
A-7	Curb	10.00	n/a	n/a	3.493	10.327	0.243	9.60	9.60
A-8	Curb	10.00	n/a	n/a	5.314	10.327	0.321	11.25	11.25

Cumulative Junction Discharge Computations

Node I.D.	Node Type	Weighted C-Value	Cumulat. Dr.Area (acres)	Cumulat. Tc (min)	Intens. (in/hr)	User Supply Q (cfs)	Additional Q in Node (cfs)	Total Disch. (cfs)
A-1	Curb	0.360	3.51	53.33	3.48	0.000	0.00	4.398
A-2	Curb	0.365	5.49	53.44	3.48	0.000	0.00	6.975
A-3	Curb	0.372	8.67	54.16	3.45	0.000	0.00	11.114
A-4	Curb	0.374	12.66	54.26	3.44	0.000	0.00	16.304
A-5	Curb	0.374	15.71	55.50	3.39	0.000	0.00	19.912
A-6	Curb	0.373	18.76	55.59	3.39	0.000	0.00	23.739
A-7	Curb	0.375	21.35	56.65	3.35	0.000	0.00	26.795
A-8	Curb	0.373	25.15	56.73	3.34	0.000	0.00	31.354
OUT	Outlt	0.373	25.15	56.73	3.34	0.000	0.00	31.354

Conveyance Configuration Data

Run#	Node	I.D.	Flowline	Elev.						
	US	DS	US	DS	Shape	#	Span	Rise	Length	Slope
			(ft)	(ft)			(ft)	(ft)	(ft)	(%)
10	A-1	A-2	72.00	71.80	Circ	1	0.00	1.50	32.00	0.63
20	A-2	A-3	71.80	70.25	Circ	1	0.00	2.00	236.00	0.66
30	A-3	A-4	70.25	70.10	Circ	1	0.00	2.50	32.00	0.47
40	A-4	A-5	70.10	69.70	Circ	1	0.00	2.50	266.00	0.15
50	A-5	A-6	69.70	69.55	Circ	1	0.00	3.00	32.00	0.47
60	A-6	A-7	69.55	69.15	Circ	1	0.00	3.00	267.00	0.15
70	A-7	A-8	69.15	69.00	Circ	1	0.00	3.00	32.00	0.47
80	A-8	OUT	69.00	68.70	Circ	1	0.00	3.50	200.00	0.15

Conveyance Hydraulic Computations. Tailwater = 72.000 (ft)

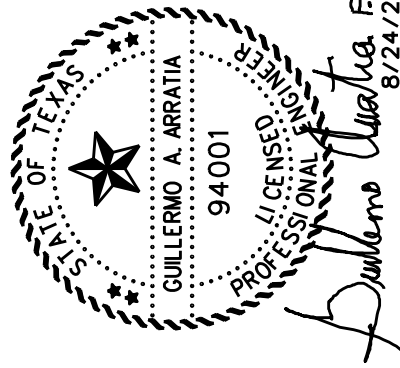
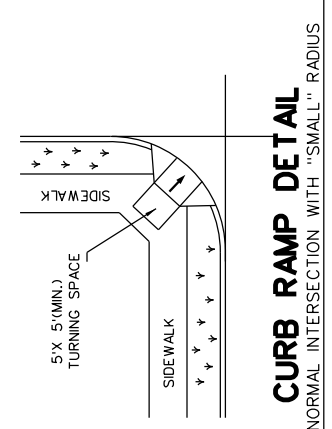
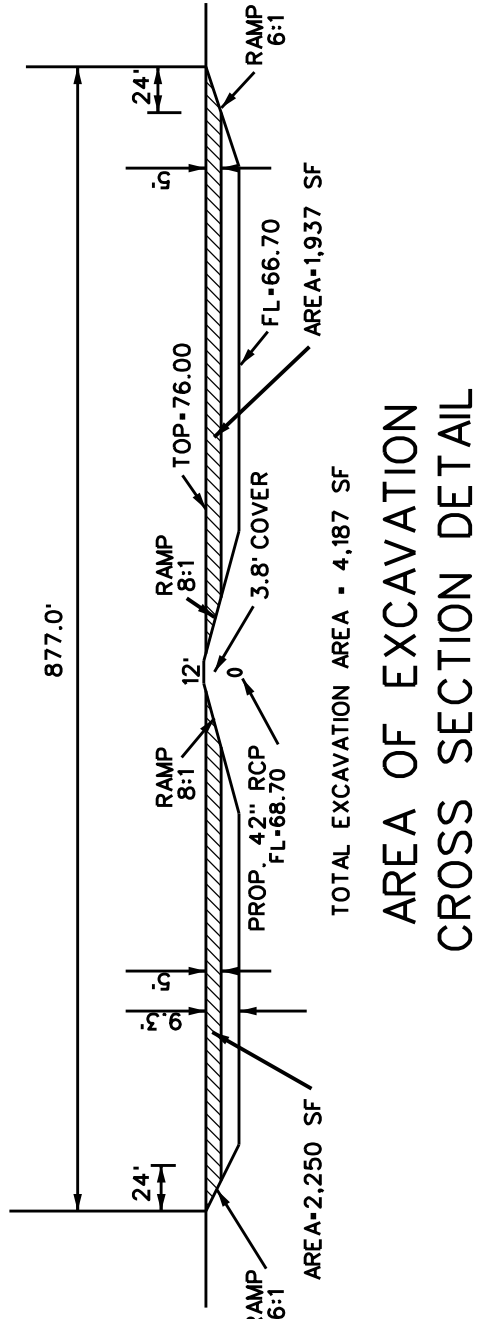
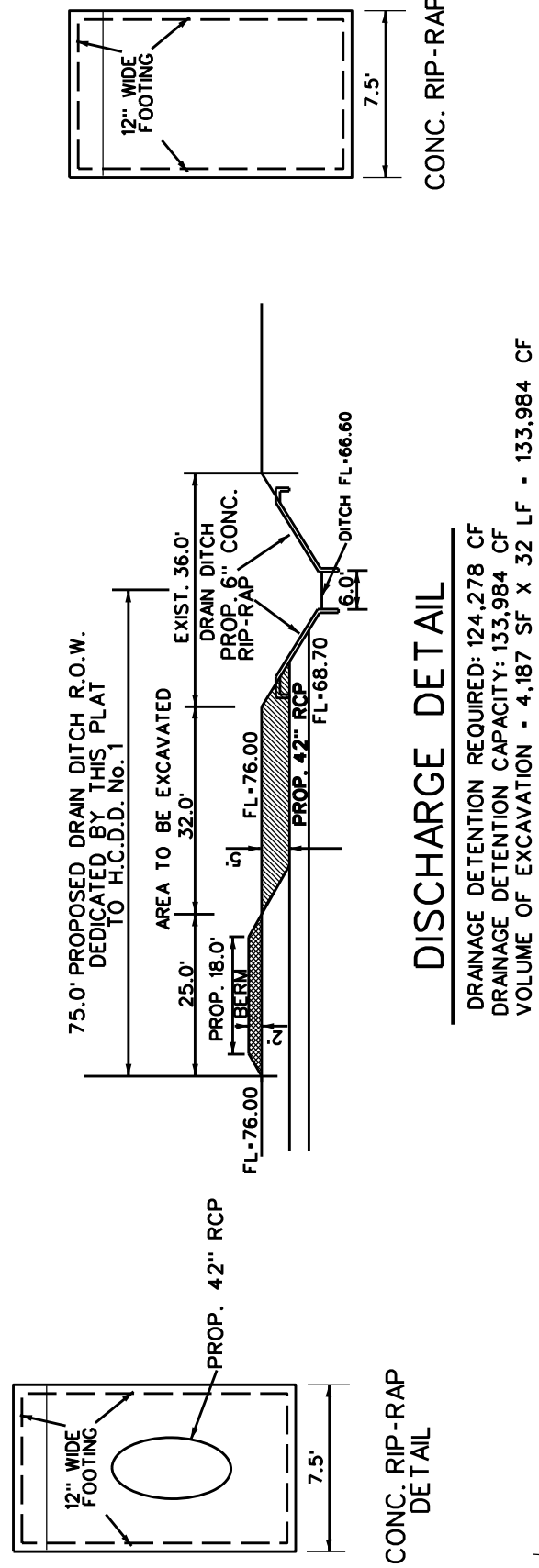
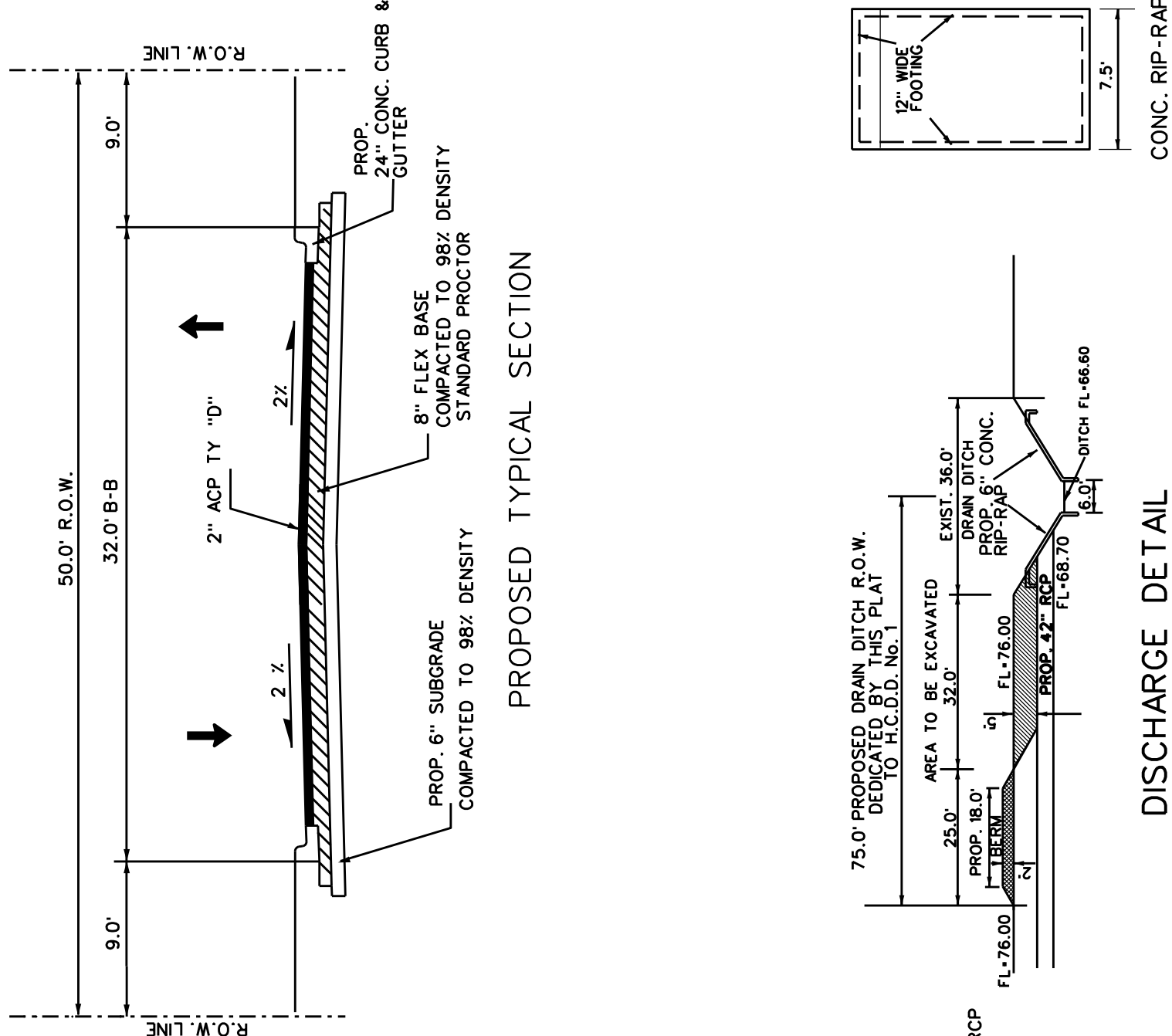
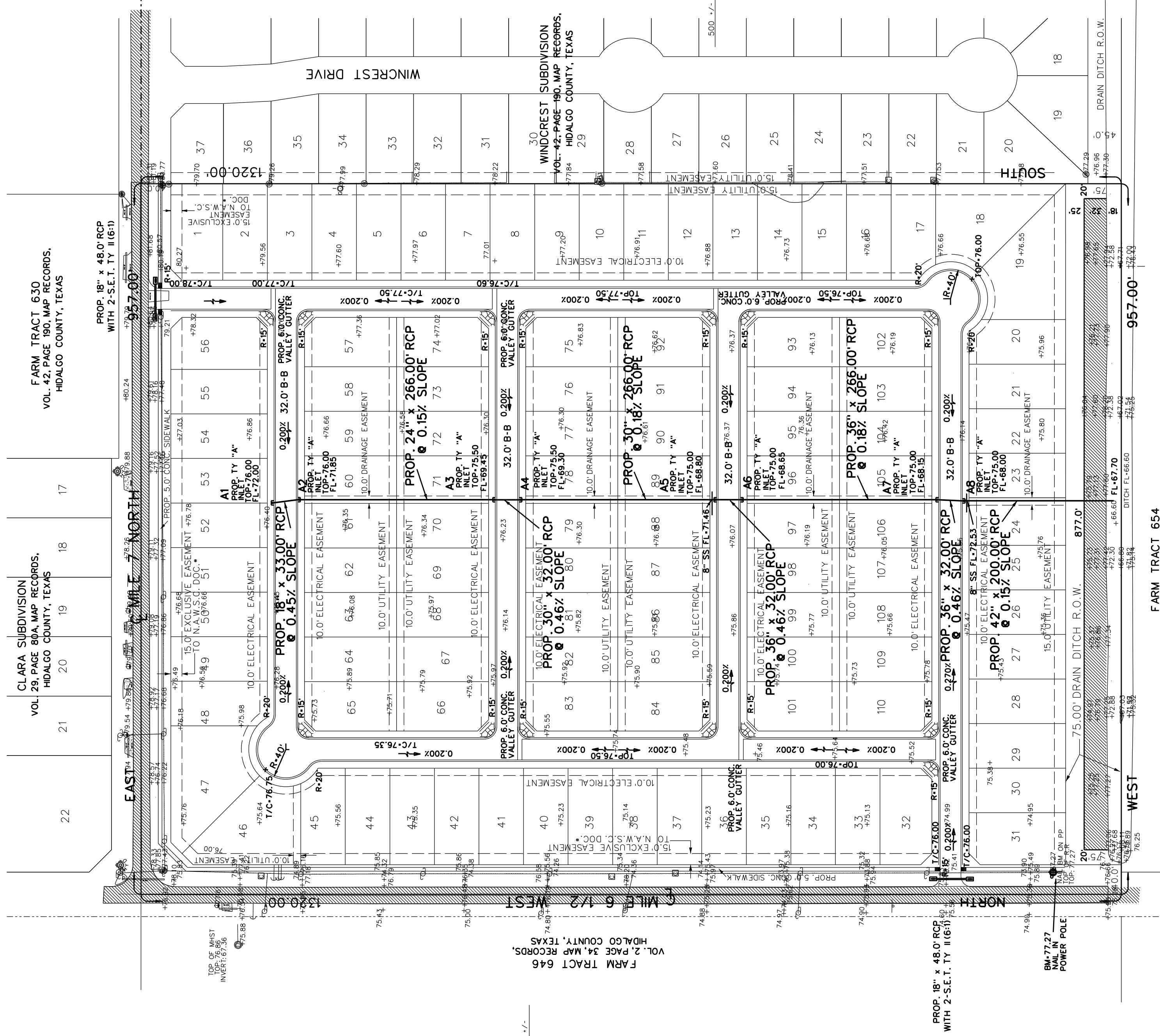
Run#	Hydraulic US Elev (ft)	Gradeline DS Elev (ft)	Fr.Slope (%)	Depth Unif. (ft)	Actual (ft)	Velocity Unif. (f/s)	Actual (f/s)	Q (cfs)	Cap (cfs)	Junc Loss (ft)
10	73.27	73.24	0.175	0.77	1.44	4.79	2.53	4.40	8.31	0.000
20	73.24	73.01	0.095	0.86	2.00	5.44	2.22	6.98	18.34	0.000
30	73.01	72.99	0.073	1.09	2.50	5.38	2.26	11.11	28.09	0.000
40	72.99	72.57	0.158	2.19	2.50	3.58	3.32	16.30	15.91	0.000
50	72.57	72.55	0.089	1.38	3.00	6.26	2.82	19.91	45.67	0.000
60	72.55	72.21	0.127	2.25	3.00	4.17	3.36	23.74	25.82	0.000
70	72.21	72.16	0.161	1.65	3.00	6.71	3.79	26.79	45.67	0.000
80	72.16	72.00	0.097	2.41	3.30	4.45	3.33	31.35	38.97	0.000

=====END=====

NORMAL TERMINATION OF WINSTORM.

SC 1"=100'

- LEGEND
- BENCHMARK
 - EXISTING PEDESTAL
 - DOWN GUT
 - LEFT ELECTRIC TRANSFORMER
 - FIRE HYDRANT
 - FIBER OPTIC MARKERS
 - EXISTING ROAD
 - IRRIGATION INLET
 - SP 12"
 - MAILBOX
 - MANHOLE STORM SEWER
 - EXISTING CURB
 - STREET SIGN
 - TELEPHONE PEDESTAL



MAGNOLIA RIDGE SUBDIVISION

PAVING AND DRAINAGE

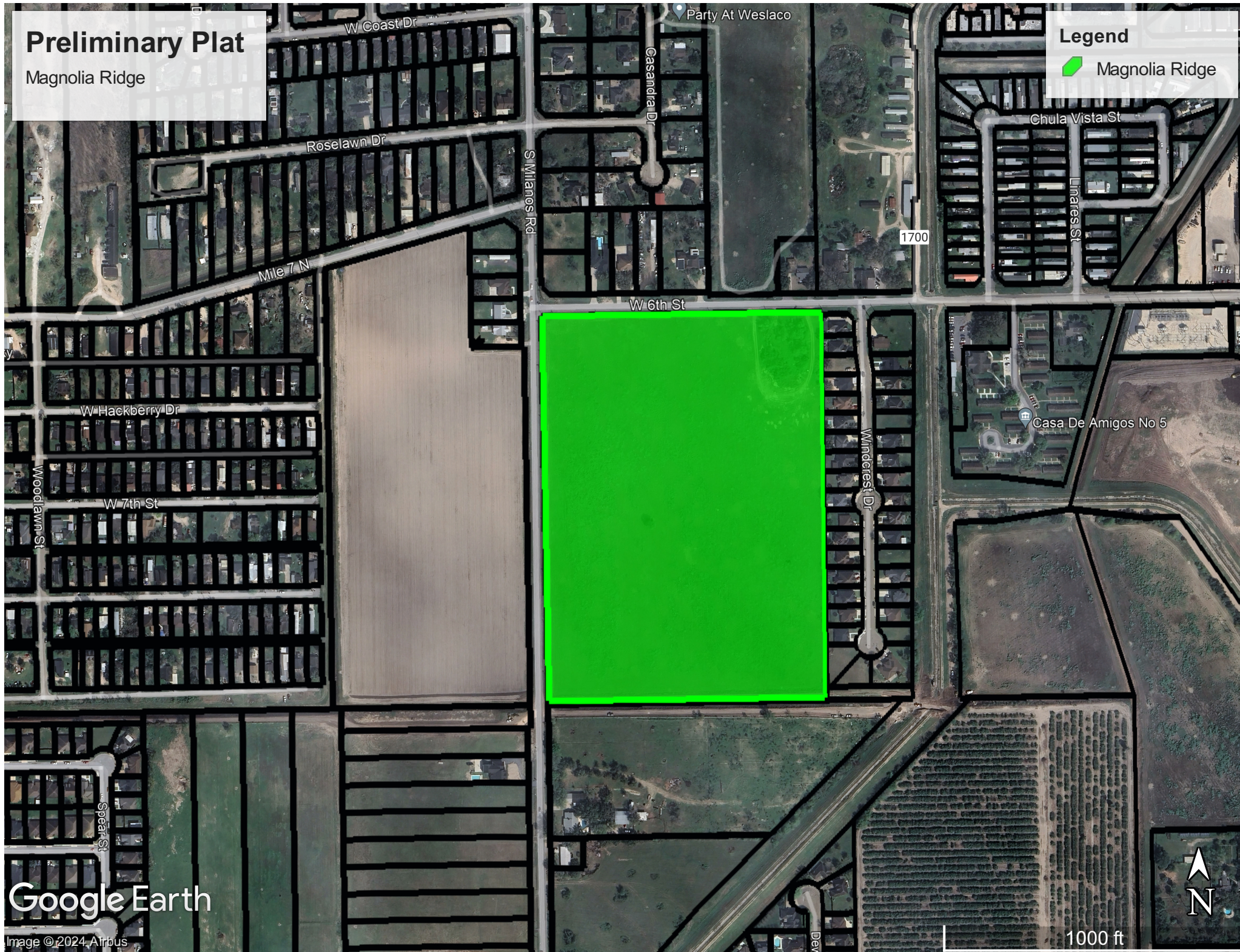
NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-9050
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@AHOQ.COM
926 N. 5TH STREET
DUNN, TEXAS. 78537

Preliminary Plat

Magnolia Ridge

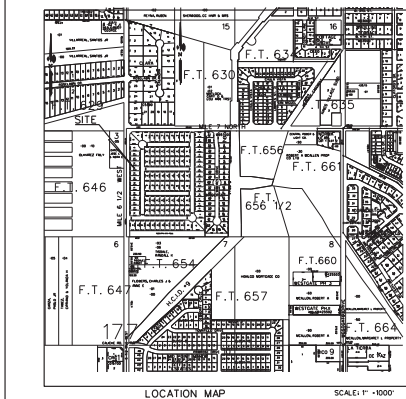
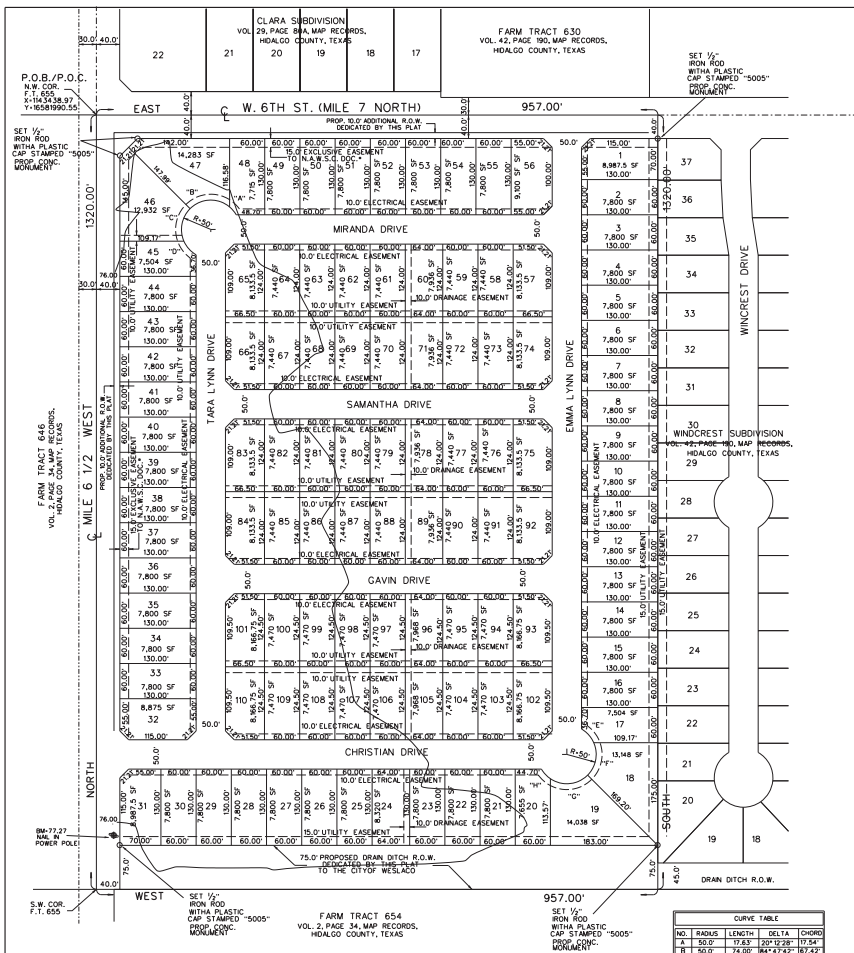
Legend

 Magnolia Ridge



Google Earth

Image © 2024 Airbus



1. MIN. BUILDING SETBACK LINES:
FRONT 25.0'
REAR 20.0' OF LOT DEPTH NOT TO EXCEED 25.0'
SIDE 8.0' OR GREATER FOR EASEMENT
SIDE 10.0' OR GREATER FOR EASEMENT
2. NO PERMANENT STRUCTURES ARE PERMITTED OVER ANY EASEMENT. EASEMENT SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTING EXCEPT LOW, LESS AN 18" MATURE HEIGHTS, GRASS, OR FLOWERS AND OTHER PLANTING THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
3. FINISHED FLOOR ELEVATION ESTABLISHED MUST BE HIGHER THAN 76.50 OR 18" ABOVE TOP OF CURB OR CENTERLINE OF STREET, WHICHEVER IS GREATER, MEASURED FROM THE CENTER OF THE LOT.
4. FLOOD ZONE 17" - AREA WITHIN LIMITS OF THE 100-YEAR FLOOD AND 500-YEAR FLOOD OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTH OF LESS THAN 1.0 FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE SQUARE MILE, AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.
5. DRAINAGE IN ACCORDANCE WITH HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND CITY OF WESLACO REQUIREMENTS. THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 87,000 G.P.D. (1.200 ACRE-FEET) STORM WATER RUNOFF, DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPROVED AREAS BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THIS SUBDIVISION.
6. PROJECT BENCH MARK ELEV. - 77.27, NAL IN POWER POLE LOCATED AT THE SOUTHWEST CORNER OF THIS SUBDIVISION.
7. ALL LOT CORNERS MARKED WITH NO. 4 REBAR UNLESS OTHERWISE NOTED.
• DENOTES 1/2" IRON ROD FOUND UNLESS OTHERWISE NOTED.
• DENOTES 1/2" IRON ROD SET

NO.	RADIUS	LENGTH	DELTA	CHORD
1	50.0'	17.63'	201°22'28"	17.54'
2	50.0'	14.00'	84°14'22"	9.24'
3	50.0'	58.84'	28°14'10"	56.37'
4	50.0'	14.00'	84°14'22"	9.24'
5	50.0'	31.78'	18°21'10"	11.20'
6	50.0'	31.78'	18°21'10"	11.20'
7	50.0'	58.84'	28°14'10"	56.37'
8	50.0'	22.64'	72°10'38"	22.44'

RIGHT OF WAY EASEMENT
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, HEREINAFTER CALLED "GRANTEE", THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, A PERPETUAL EXCLUSIVE EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 50' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE, INSTALLED IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATERLINE AS INSTALLED, GRANTEE FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED, THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTEE BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS, THE GRANTEE CONVEYANTS THAT IT IS THE OWNERS OF THE ABOVE DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THEREOF FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

WITNESS WHEREOF THE SAID GRANTEE EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2024.

OWNER: DMMANAGEMENT, LLC
ALBERT HANKS - MANAGER OF DMMANAGEMENT, LLC
ADDRESS: 502 E. EXPRESSWAY 83, SUITE C
WESLACO, TEXAS, 75798



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

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

MAGNOLIA RIDGE SUBDIVISION

A 29.00 ACRE TRACT OF LAND OUT OF THE WEST 29.00 ACRES OF FARM TRACT 655, WEST AND ADAMS TRACT SUBDIVISION, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

BEGINNING AT A POINT FOR THE INTERSECTION OF MILE 6 1/2 WEST AND W. 6TH ST. (MILE 7 NORTH) OF FARM TRACT 655, A POINT OF BEGINNING OF 957.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE EAST, ALONG THE CENTERLINE OF MILE 6 1/2 WEST, 1/4 MILE 7 NORTH AND THE NORTH LINE OF FARM TRACT 655, A TOTAL DISTANCE OF 957.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE SOUTH, ALONG THE WEST LINE OF WINDCREST SUBDIVISION, RECORDED IN VOLUME 43, PAGE 190 MAP RECORDS, HIDALGO COUNTY, TEXAS, PASSING AT 30.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTH R.O.W. LINE OF W. 6TH ST. (MILE 7 NORTH), A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT ON THE SOUTH LINE OF FARM TRACT 655 FOR THE SOUTHEAST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE WEST, ALONG THE SOUTH LINE OF FARM TRACT 655, PASSING AT 957.00 FEET THE WEST R.O.W. LINE OF MILE 6 1/2 WEST, A TOTAL DISTANCE OF 957.00 FEET TO A POINT ON THE CENTERLINE OF MILE 6 1/2 WEST, A POINT FOR THE SOUTHWEST CORNER OF FARM TRACT 655 AND THE SOUTHWEST CORNER OF THIS TRACT HEREIN DESCRIBED;

THENCE NORTH, ALONG THE WEST LINE OF FARM TRACT 655 AND THE CENTERLINE OF MILE 6 1/2 WEST, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 29.00 ACRES OF LAND MORE OR LESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, WE, THE UNDERSIGNED, OWNERS OF THE LAND ON THIS PLAT, AND DESIGNATED HEREIN AS MAGNOLIA RIDGE SUBDIVISION, TO THE CITY OF WESLACO, COUNTY OF HIDALGO, TEXAS, AND WHOME NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAIN EASEMENTS, WATER COURSES, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREBY EXPRESSED.

OWNER: DMMANAGEMENT, LLC
ALBERT HANKS - MANAGER OF DMMANAGEMENT, LLC
ADDRESS: 502 E. EXPRESSWAY 83, SUITE C
WESLACO, TEXAS, 75798

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ALBERT HANKS PROVED TO BE THROUGH THEIR TEXAS
SUBSCRIBED PUBLIC SAFETY DRIVER LICENSE TO BE THE PERSON WHOSE NAME IS TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME DULY SWORN, DECLARED THAT THEIR STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024

NOTARY PUBLIC, FOR THE STATE OF TEXAS

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION, COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS. WATER COVER FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE. DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

GENERAL MANAGER
THIS PLAT IS APPROVED BY THE HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

DATED THIS _____ DAY OF _____, 2024

1. NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 RIGHT-OF-WAYS AND/OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. NO. 9
2. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF STORM WATER FOR THE DEVELOPMENT WILL BE NO GREATER THAN THE RATE OF FLOW OF STORM WATER WHEN THE LAND WAS IN AGRICULTURAL USE.
3. H.C.C.D. NO. 9 WILL NOT BE RESPONSIBLE FOR STORM/DRAINAGE WATER SYSTEM TO ANY LOT WITHIN THIS SUBDIVISION AS WELL H.C.C.D. NO. 9 WILL NOT BE RESPONSIBLE FOR THE DELIVERY OF WATER TO ANY LOT WITHIN THIS SUBDIVISION IF DESIRED, THIS WILL NOT BE AT THE DISTRICT EXPENSE.
4. H.C.C.D. NO. 9 HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE STORM SEWER OR UTILITIES SYSTEMS DESCRIBED ARE APPROPRIATE FOR THE PARTICULAR SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, THE DEVELOPER AND HIS ENGINEER ARE RESPONSIBLE FOR THEIR DETERMINATIONS.
5. H.C.C.D. NO. 9 DEVELOPER EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, FENCES, SHRUBS, TREES, AND OTHER PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

GENERAL MANAGER
HIDALGO & CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

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

MAYOR, CITY OF WESLACO DATE _____ CITY SECRETARY _____ DATE _____

THIS SUBDIVISION PLAT OF MAGNOLIA RIDGE SUBDIVISION BEEN SUBMITTED SUBDIVISION TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF WESLACO, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION, DATED THIS _____ DAY OF _____, 2024 A.D.

CHAIRMAN, PLANNING & ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO

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

OSCAR HERNANDEZ
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5005
1807 SOUTH TUCKER ROAD
HARLINGEN, TEXAS 78552

STATE OF TEXAS
COUNTY OF HIDALGO

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

GUILLERMO A. ARRIATA
LICENSED PROFESSIONAL ENGINEER - 94001
508 N. 5TH ST.
DONNA, TEXAS, 75531

DATE OF PREPARATION: JUNE 16, 2024

NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
FIRM NO. F-19050
526 N. 5TH STREET
DONNA, TEXAS, 75531
PH. (956) 784-0218
E-MAIL: NAINENGINEERING@AHO.COM



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1041	
From:			
Subject: Discussion and consideration to approve agreement with SWG for Professional Engineering Services for a Water Conservation and Drought Contingency Plan in the amount of \$34,200.00. (Staffed by Planning & Code Enforcement.)			
Background: SWG will review and modify the Water Conservation / Drought Contingency Plan			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA JOSE PEDRAZA REBEKAH DE LA FUENTE Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: City of Weslaco Update Current Water Conservation Plan Agreement 10.31.24			
Responsibilities upon Approval:			

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

CITY OF WESLACO (“Owner”)

and _____ (“Engineer”)
SWG ENGINEERING, LLC

Engineer agrees to provide the services described below to Owner for _____ (“Project”).
PROFESSIONAL ENGINEERING
SERVICES

Description of Engineer’s Services: _____
Update Current Water Conservation Plan and Review Hidalgo Regional Plan
as per Attachment No. 1 – Scope of Work Tasks & Fee Breakdown

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving

seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time

and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to

special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

Please see Attachment No. 1 – Scope of Work
& Fee Breakdown

- B. This Agreement shall commence on the Effective Date as indicated on Page 1 and continue until terminated by either party as per the terms under 4.01 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:
CITY OF
WESLACO

ENGINEER: SWG Engineering, LLC

By: _____

By: _____

Randy C. Winston, P.E.



Title: _____

Title: _____

President

Date Signed: _____

Date Signed: _____

10/31/2024

License No. and State

F-592 Texas

Address for giving notices:

Address for giving notices:

611 Bill Summers Intl Blvd.

Weslaco, TX 78596

**Update Current Water Conservation Plan and Review Hidalgo Regional Plan
Time & Cost Breakdown**

	Hourly Rate	Project Manager \$285 Hours	Total	Senior PE \$250 Hours	Total	EIT \$150 Hours	Total	Total Hours	Total Task Fee
Task A - Initial Planning, Background, and Plan Area Description									
Meet with Weslaco staff to review the existing Water Conservation and Drought Review the water service area of the City of Weslaco		2	\$570	2	\$500	8	\$1,200		
		1	\$285	8	\$2,000	12	\$1,800		
		3	\$855	10	\$2,500	20	\$3,000	33	\$6,355
Task B - Water Supplies and Demands									
Define the history of the City of Weslaco, as well as current and projected future population		0	\$0	2	\$500	8	\$1,200		
Research the city's current water production and usage		0	\$0	2	\$500	24	\$3,600		
Determine the current water per-capita demand		0	\$0	2	\$500	12	\$1,800		
Determine losses of water and revenue		0	\$0	2	\$500	12	\$1,800		
		0	\$0	8	\$2,000	56	\$8,400	64	\$10,400
Task C - Drought Monitoring Process, Valnerability, Mitigation Actions, Reponse									
Review water plant operation for possible losses		2	\$570	4	\$1,140	8	\$1,200		
Review Public Water Usage		0	\$0	1	\$285	12	\$1,800		
Review Residential Water Usage		0	\$0	1	\$285	12	\$1,800		
Review Commercial Usage		0	\$0	1	\$285	16	\$2,400		
		2	\$570	7	\$1,995	48	\$7,200	57	\$9,765
Task D – Update Plan and Review Hidalgo’s Report									
Update the current Water Conservation Plan based on information gathered in Task A, B		1	\$285	8	\$2,280	20	\$3,000		
Present the Water Conservation Plan to the Regional Hidalgo County-Wide Drought		2	\$570	2	\$570	0	\$0		
Review the proposed Regional Water Conservation Plan to see if it aligns with the		2	\$570	4	\$1,140	0	\$0		
		5	\$1,425	14	\$3,990	20	\$3,000	39	\$8,415
Total =	10	\$2,850.00	39	\$9,750.00	144	\$21,600.00	193	Grand total:	\$34,200.00

Update Current Water Conservation Plan and Review Hidalgo Regional Plan

Task A - Initial Planning, Background and Plan Area Description

- Meet with Weslaco staff to review the existing Water Conservation and Drought Contingency Plan
- Review the water service area of the City of Weslaco
 - * Review the current water system
 - * Review the current wastewater system

Task B - Water Supplies and Demands

- Define the history of the City of Weslaco, as well as current and projected future population
- Research the city's current water production and usage
- Determine the current water per-capita demand
- Determine losses of water and revenue
 - * Water line breakage and leaks
 - * Water Meters
- Review of additional water sources:
 - * Well/Additional Well
 - * Reuse of Wastewater
 - * Water Rights Purchases

Task C – Review Water Drought Monitoring Process, Vulnerability Assessment, Mitigation Actions, Response Actions

- Review water plant operation for possible losses
- Review Public Water Usage
 - * City Parks
 - * Public Pools
 - * Fire Protection
- Review Residential Water Usage
 - * Home Water Usage
 - * Landscaping Watering
 - * Home Pools
- Review Commercial Usage
 - * Car Washes
 - * Other Consumers
- Additional Push Water Cost

Task D – Update Plan and Review Hidalgo's Report

- Update the current Water Conservation Plan based on information gathered in Task A, B and C.
- Present the Water Conservation Plan to the Regional Hidalgo County-Wide Drought Committee
- Review the proposed Regional Water Conservation Plan to see if it aligns with the City's Plan.



Standardized Agenda Request Form

Date of Meeting: November 6, 2024	Agenda Item No. (to be assigned by CSO): 2024-1017	
From: Rosalinda Cavazos		
Subject: Discussion and consideration to approve 2024-2025 Interlocal Agreement with County of Hidalgo for the implementation of the Community Development Block Grant (CDBG) under Grant No.B-24-UC-48-0501 setting the City's allotment at \$284,266 for activities to be carried out in the City's jurisdiction. (Staffed by the Finance Department.)		
Background: The 2025 Interlocal Agreement is attached, including Exhibit A showing our proposed activities and Exhibit A-1, the Code of Conduct, which needs to be signed by each City Commission member.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
NORMA CANTU Rosalinda Cavazos Martin Garza		Created
City Manager Comments: Approve as recommended by staff.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: Memo 110624 CDBG INTERLOCAL AGREEMENT, 2024-2025 FY_Interlocal Agreement Letter_10302024, 97182_2024_City_of_Weslaco_Interlocal_Agreement		
Responsibilities upon Approval: Mayor executes the Interlocal Agreement. Each member of the City Commission executes one copy of the Code of Conduct.		

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 30, 2024

To: Mayor & City Commission

CC: Martin Garza, City Manager

From: Rosie Cavazos, Finance Director

Re: Community Development Block Grant (CDBG) B-24-UC-48-0501.

.....

The City of Weslaco was awarded a portion of the Hidalgo County CDBG grant. The fiscal year 2024 allotment has been set at \$284,266.00 for the City of Weslaco.

The allocation is distributed to the following projects:

- \$271,266 – Water & Sewer Improvements to the location of E. Pike Blvd (from Kansas Ave to Bridge Ave)
- \$3,000 – General Program Administration
- \$5,000 – Amigos Del Valle – Senior Services
- \$5,000 – Nuestra Clinica Del Valle – Health Services

Along with the interlocal agreement, a Code of Conduct must be signed by each member of the City Commission, City Manager, and City Secretary using blue ink.

Staff recommends approval of the interlocal agreement.



HIDALGO COUNTY URBAN COUNTY PROGRAM

October 30, 2024

All City Managers,
Hidalgo County

Re: 2024-2025 Fiscal Year Interlocal Agreement

To All City Managers:

Attached is the Interlocal Agreement for the 2024-2025 Urban County Program fiscal year that must be approved by your city council. Please return Interlocal Agreement to the Urban County Program office no later than **Friday, November 29, 2024**. In addition, minutes reflecting city council's approval of the Interlocal Agreement are also required. The UCP will accept signed and stamped excerpts of minutes in lieu of official certified minutes not being ready before the due date. Please see guidelines below:

Codes of Conduct - In addition to various Exhibits in the Agreement, the Agreement contains Exhibit A-I, the Code of Conduct Certifications. The Code of Conduct must be signed by each city council member, the city secretary, and city manager. Note that there are only five (5) copies of the Code of Conduct included in your Agreement; make additional copies for signature as needed.

Signing the Codes of Conduct - In **BLUE INK**, is required for all original signatures.

Failure to submit the Interlocal Agreement - The Interlocal Agreement is due every fiscal year for cities participating in the Urban County Program. **Failure to submit approved Interlocal Agreement by November 29, 2024 will result in forfeiture of funds.**

Please note that once the agreement has been returned to UCP with approval certification and signatures, the agreements will then be submitted to Commissioner's Court to complete the required approval process. A completely signed copy will be forwarded to each city for your administration files. Should you have any questions or concerns, please do not hesitate to contact Anita Jenny, CDBG Division Manager III or myself at 956-787-8127.

Respectfully,

A handwritten signature in blue ink that reads "Nellie Flores".

Nellie Flores, Finance Manager III
Urban County Program

NF/mg

Enclosure: Interlocal Agreement with Exhibits.

1916 TESORO STREET □ PHARR, TEXAS 78577 □ (956) 787-8127 FAX: (956) 318-2988
E-mail: ucp@co.hidalgo.tx.us

**Equal Housing Opportunity
Equal Employment Opportunity Employer**

INTERLOCAL AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Interlocal Agreement, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as the “County” and the [City of Weslaco](#), a municipal corporation under the laws of the State of Texas, hereafter referred to as “City”.

WITNESSETH

WHEREAS, the Department of Housing and Urban Development made a Determination of Essential Powers on November 16, 1987 which depicts Hidalgo County as having the “essential powers” to carry out community renewal and lower income housing assistance in the County, and

WHEREAS, the Department of Housing and Urban Development formally allocated [\\$7,507,970.00](#) of Fiscal Year [2024](#) Community Development Block Grant (CDBG) Funds under Grant No. [B-24-UC-48-0501](#) to County, and

WHEREAS, the City and County have entered into a Cooperation Agreement which allows the County to use the City’s population as the basis for qualification as an Urban County, and

WHEREAS, both the County and the City need to set out basic administrative understandings for the proper expenditure of CDBG funds as set out in 24 CFR.570 and other related federal rules and regulations as they apply to Subrecipients.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION I Rules and Regulations

The City agrees to cooperate with the County in respect to the implementation of CDBG activities to be carried out in the City’s jurisdiction as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds. Both City and County agree and understand that the County is the grantee for the CDBG funds and the City is subject to all rules and regulations governing Subrecipients under 24 CFR 570.

SECTION II Applicability of Uniform Administrative Requirements

The County understands that it is responsible for the maintenance, retention, accessibility and public disclosure of all records, expenditures and files as may be promulgated for the administration of CDBG funds and as may be required by 24 CFR 570 and the “Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments.” (24 CFR Part 85) or any variation as may be approved by HUD. The City agrees to work with the County to make available all data, information and records as may be necessary for the proper accounting of all CDBG expenditures and activities. A description of City

and County responsibilities can be found in Exhibit B Matrix. City agrees to make all records available to the County and shall not be the custodian of any official records or information.

City agrees to comply with 2 CFR Part 200 and with the following sections of 24 CFR Part 85 “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government”:

- (1) Section 85.3, “Definitions”;
- (2) Section 85.6, “Exceptions”;
- (3) Section 85.12, Special grant or subgrant conditions for “high-risk “grantees”;
- (4) Section 85.20, “Standards for financial management systems,” except paragraph (a);
- (5) Section 85.21, “Payment,” except as modified by SS570.513;
- (6) Section 85.22, “Allowable costs”;
- (7) Section 85.26, “Non-federal audits”
- (8) Section 85.32, “Equipment,” except in all cases in which the equipment is sold, the proceeds shall be program income;
- (9) Section 85.33, “Supplies”;
- (10) Section 85.34, “Copyrights”;
- (11) Section 85.35, “Sub-awards to debarred and suspended parties”;
- (12) Section 85.36, “Procurement,” except paragraph (a);
- (13) Section 85.37, “Subgrants”;
- (14) Section 85.40, “Monitoring and reporting program performance,” except paragraphs (b)-(d) and (f);
- (15) Section 85.41, “Financial Reporting,” except paragraphs (a), (b), and (e);
- (16) Section 85.42, “Retention and access requirements for records”;
- (17) Section 85.43, “Enforcement”;
- (18) Section 85.44, “Termination for convenience”;
- (19) Section 85.51, “Later disallowances and adjustments”; and
- (20) Section 85.52, “Collection of amounts due.”

the City agrees to submit a yearly Certified City Financial Audit regardless of the dollar amount expended in that fiscal year in the time and manner prescribed by the County.

SECTION III Other Program Requirements

The City agrees to comply with “Other Program Requirements” as listed in Exhibit D (24 CFR 570.600-611) except for the environmental responsibilities outlined at 24 CFR 570.604 and the review process under Executive Order 12372.

SECTION IV Allocation

The City understands that the Urban County allocation has been set at [\\$7,507,970.00](#) for [Fiscal Year 2024](#) and that City’s allotment has been set at [\\$284,266.00](#). The City agrees to cooperate with the county in the expenditure of these funds for the activities so described in Exhibit A of this Agreement and that Exhibit A is an integral part of this Agreement.

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

City and County mutually agree that the City shall have four (4) fiscal years to properly expend or cause to be expended, according to all applicable rules and regulations, all funds allocated to it in [Fiscal Year 2024](#). In consideration for the same, the City agrees not to have more than 1.5 times its annual allocation in its line of credit by [April 30, 2025](#); Funds in excess of the 1.5 standards shall be subject to the Recapture by the Urban County Program, and/or any applicable Redistribution & Recapture Policy. The County shall recapture any and all unobligated funds that a City fails to expend or obligate, by [June 30, 2025](#) and shall expend such funds at the discretion of the Hidalgo County Commissioners' Court. The Hidalgo County Commissioners' Court may take any type of remedial action, including but not limited to Recapture, at any time to comply with any and all rules, regulations and decisions, and timeliness requirements as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of CDBG funds.

SECTION V

Access

The City and County both agree to give the Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, or any of its authorized representatives, access to and the right to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, things, or property belonging to or in use by the City or County for a period as such records are legally required to be maintained by the City or County.

SECTION VI

Monitoring

The County reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. City shall attend a compliance seminar after the award of funds and prior to the first draw. After each monitoring visit, County shall provide City with a written report of the monitor's inspection. If the monitoring report finds deficiencies in City's performance under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by City. Failure by City to take action as specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Section XIV of this Agreement.

SECTION VII

Conflict of Interest

In compliance with 24 CFR 611, the City and County both covenant that no member of their respective governing bodies nor any staff member who exercises influence on the decision making process, presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A or will receive federal assistance from any activity.

The City and County both agree that no person who is an elected official, employee, consultant, or agent of the City or County shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No City or County employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

Code of Conduct Certification attached to this agreement must be signed by elected officials, employees, consultants, or agents to the City. (See attachment A-1)

SECTION VIII Religious Activities

The City and County both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this program be used for sectarian or religious activities.

SECTION IX Real and Property Assets

The City and County agree that any property, real or personal, duly acquired with CDBG funds allocated to City shall become property of the City and shall be afforded the same maintenance and protection as other City property. City and County further agree that any real or personal property acquired shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

City agrees not to purchase any real or personal assets unless so permitted by the County and such procurement shall be done in accordance with 24 CFR 570.606, 24 CFR 85 and/or any other federal rules or regulations as may apply.

The City agrees to maintain any real or personal asset in a prudent manner so as to ensure its useful life and to protect the federal government's interest in such real or personal asset from the perils of fire, storm, flood or theft through insurance coverage in the amount as may be deemed prudent by County. Failure to secure such protection shall be cause for termination of this agreement.

Any asset acquired or improved in part or in whole with CDBG funds must be used in an activity that is eligible and meets one of the national objectives listed in 24 CFR 570.208. Any asset acquired or improved in part or in whole with CDBG funds in excess of \$ 25,000 must be used for the CDBG activity so planned including the beneficiaries of such use. Any change in use or beneficiaries must be subject to the citizen participation requirements and approved by the County.

Should any use of an asset not qualify as meeting one of the national objectives or is not an eligible use under 24 CFR 570.200, the City shall reimburse the County the amount of the current fair market value of the asset less any portion thereof attributable to expenditures of non-CDBG funds in the acquisition or improvement of the asset.

The above requirements attributed to assets over \$25,000 shall remain in force for a period of five years after the final closeout of the County's participation in the Urban County Program. The disposition of any asset improved or acquired in part or in whole with CDBG funds by the City must be done with prior approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The County may, at its option, request that such asset be transferred to the County if the asset is no longer being used to meet one of the national objectives or in any case where the City no longer uses the asset for its intended use.

SECTION X

Jurisdiction

The City and County agree to accept the jurisdiction of the Department of Housing and Urban Development in matters relating to the proper administration of programs and the proper expenditure of CDBG funds.

The City and County agree that the County is responsible for the proper administration of programs and the proper expenditure of CDBG funds and recognize that the County will be responsible for audit or programmatic findings or exceptions made by the HUD or any other agency that may exercise jurisdiction over HUD or any other agency that may exercise jurisdiction over HUD funds or programs.

In cases of an audit finding or exception based on action or inaction, representation or misrepresentation of the City, the City agrees to resolve such audit finding or exception for and on behalf of the County. Remedial actions that may be taken for the resolution of an audit finding or exception are defined in 24 CFR 570.910 and include the withholding of funds to the City for any outstanding finding(s) or exception(s). (See Exhibit-E)

The City understands and agrees this Interlocal Agreement shall remain in full force and effect until the Department of Housing and Urban Development has closed this Program Year [\(B-24-UC-48-0501\)](#) and accepted any resolutions to any and all audit or programmatic finding(s) or concern(s).

SECTION XI

Payment Requests and Program Income

The City agrees to follow administrative directions from the County in the areas of documenting and processing payment requests. The City further agrees to allow the County to make all payments and to account for all program income from any of its CDBG activities that may generate program income as outlined in this Section.

The City and County agree that program income generated from any approved CDBG project shall be retained by the City as long as such City provides the County by the 15th of each month, an accounting as may be required by the County of program income earned, retained, and expended by the City. The City shall be allowed to use the program income for the same or similar activities as generated the program income. Failure of the City to report program income as required shall cause the County to require all program income to be recovered by the County.

SECTION XII

Section 108 Loan Guarantee

County and City both agree that they may implement certain eligible activities as outlined in 24 CFR 570.703 with loan funds from the Section 108 Loan Guarantee Program as described in 24 CFR 570.700-709 approved and adopted November 6, 1991 (Vol. 56, No. 215 Federal Register).

The County and City will be allowed to submit an application for such funds per funding year in an amount less than three times its current allocation. Should the City or County submit more than one application during any combination of years, the cumulative amount of loan funds requested shall not exceed the total amount of five years of the current allocation. The City agrees that it will bear the full expense of obtaining Section 108 financing for the period of the repayment of Section 108 funds.

The County and City agree that they will maintain a legal binding relationship with each other under the terms of this Agreement and all previously signed Cooperation Agreement if the City wishes to participate in the Section 108 Loan Guarantee Program for the full term of the Section 108 Loan Agreement. The City agrees to pledge its current and future CDBG allocation and other security consideration as may be required, depending on the project risk, as security for the Section 108 Loan and such security pledge shall not bind or affect other cities' allocation in the Urban County Program.

Such legal binding relationship and security pledge shall remain in full force and effect for the full term of the Section 108 Loan Guarantee agreement and this agreement shall survive for the term of the Section 108 Loan. Details of any current Section 108 loan are included herein as Exhibit C, if applicable.

SECTION XIII

Legal Action

The City agrees to notify the County when a problem arises that may lead to any legal action or claim against the City and/or County. The City agrees to furnish to the County any information with respect to such action or claim. The City agrees not to take any action with respect to any legal matter or claim sought against the City and/or County without advice and consent of the County.

SECTION XIV

Suspension and Termination

City understands that this agreement may be suspended or terminated in accordance with 24 CFR 85.43 if the City materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

SECTION XV

Changes or Amendments

The City agrees to notify the County on any changes or amendments that it may desire or need to carry out the CDBG program in its area. All changes or amendments must first obtain approval from the County prior to implementation. All changes or amendments must conform to all federal rules and regulations applicable to the CDBG program.

SECTION XVI

Essential Powers

The City agrees that the County has the essential powers to implement any aspect of those activities identified in the 2023-2027 Five-Year Consolidated Plan & Strategy inclusive of specific projects identified in the annual One-Year Action Plan and subsequent amendments. The City further agrees to allow the County the authority to initiate, undertake and implement said projects within its jurisdictional boundaries without further notice to City by County for all projects identified in the 2023-2027 Five-Year Consolidated Plan & Strategy, Annual Action Plan and subsequent amendments to the Plans herein incorporated by reference.

Approved and signed this _____ Day of _____, 2024.

ATTEST:

Arturo Guajardo, Jr.
County Clerk

Richard F. Cortez,
Hidalgo County Judge

ATTEST:

City Secretary

Mayor

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

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

Date: _____

The following Exhibits are incorporated into the 2024 Interlocal Agreement:

Exhibit A	2024 Proposed Activities
Exhibit A-1	Code of Conduct Enforcement
Exhibit B	Urban County Program Matrix
Exhibit C	Section 108 Loan Guarantee Program
Exhibit D	CDBG Regulations and other Program Requirements
Exhibit E	Audit Finding or Exceptions

Exhibit A

2024 Proposed Activities

2024	WESLACO	\$284,266.00
21A Exempt 58.34 (a)(3)	GENERAL PROGRAM ADMINISTRATION Funds shall be used for expenses related to compliance with CDBG requirements including but not limited to advertisements, postings and coordinating eligible related projects. Location: City Hall 255 S. Kansas Ave., Weslaco, Texas 78596	\$ 3,000.00
03J Categorically Not Subj. to 58.5(b) (7)	WATER/SEWER IMPROVEMENTS Project consists of continuation of construction for upgrading existing clay sewer lines and extension of new sewer lines to include but not limited to adjacent/abutting streets. Other expenditures include professional engineering service fees, surveying geotechnical, material testing fees, advertising, and other related appurtenances as they pertain to project completion. Location: E. Pike Blvd. (From Kansas Ave. to Bridge Ave. Weslaco, Texas 78596 Census Data: 226.00 (1) 225.02 (3) National Objective: 77.03% LMA Goal Outcome Indicator: 2580 Beneficiary Type: People	\$ 271,266.00
05A Exempt 58.34(a)(4)	SENIOR SERVICES – Amigos Del Valle Project expenditures include but are not limited to the reimbursement of expenses related to the delivery of meals to the elderly (62 years older) for residents of the City of Weslaco. Location: Casa de Amigos : 2101 W. 6 th St., Weslaco, TX 78596 National Objective: LMC Goal Outcome Indicator: 8 Beneficiary Type: People	\$5,000.00
05M Exempt 58.34 (a)(4)	HEALTH SERVICES – Nuestra Clinica Del Valle Project expenditures include reimbursement of expenses associated with medical services and procedures to include but not limited to, dental services, support services of pharmacy, radiology, laboratory and sub-specialty referral for residents of the City of Weslaco, TX. Location: 1500 W. 1 st St. Mercedes, TX 78570 National Objective: LMC Goal Outcome Indicator: 30 Beneficiary Type: People	5,000.00

Exhibit A-1

Code of Conduct Certifications

CODE OF CONDUCT

No employee, officer or agent of the ***County of Hidalgo-Urban County Program, sub-grantee or subrecipient*** shall participate in selection or in the award or administration of a contract or conduct business with a vendor if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. ***the employee, officer or any agent***
- B. ***any member of his immediate family***
- C. ***his or her partner***
- D. ***an organization which employs or is about to employ, any of the above, has a financial or other interest in the firm selected for award.***

The *Urban County Program's* , ***sub-grantee or subrecipient***, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, or vendors or potential vendors. Depending on gravity, violation of this Code of Conduct could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

Non-disclosure Policy

No disclosure of verbal or written price quotations shall be made by any *Urban County Program* employee, sub-grantee or subrecipient. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the *County of Hidalgo* or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

Personal Interest

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Print or Type Name and Position/Title

Entity/Organization Name

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Date

Exhibit B

Urban County Matrix

Pre-Bid Activities

Development of Annual Workplan

This activity is a city responsibility with the county involvement only as is necessary to assure that the individual activities meet one of the three national objectives.

Revisions or Amendments to Annual Workplan

Same as above (only two amendments allowed per fiscal year)

Eligibility Test on Activities

This is a county responsibility working with the cities to assure all activities meet one of the three national objectives. The County will assure that the 51 percent benefit to low and moderate income persons can be verified and that the activities are eligible for funding. The county may request an eligibility determination from HUD should a difference of opinion arise between the City and the County.

Public Hearings

This responsibility will be a shared responsibility between the Cities and the County. In accordance with the adopted Citizen Participation Plan, the Cities will conduct a public hearing in their respective Cities after public notice. The County will then have a second public hearing at the County level on the county-wide workplan, after public notice.

Environmental Assessment

This is a County responsibility with concurrence and assistance by the Cities. The County will determine what level of clearance is needed and will do noise, hazard, historical, floodplain, etc. assessments as may be needed with as much city input as possible. The County Judge will consider the “do nothing” alternative after consultation with the respective Mayors. The County Judge and or UCP Staff will direct all mitigation efforts if necessary. The County Judge will sign all environmental assessment reviews and findings. (A County Signatory may be appointed: UCP Director)

Advertise for Professional Services

This is a County responsibility whereby the County will advertise once a year for all professional services through a statement of qualifications process. The County will provide all data concerning proposed activities and type of services needed. This list will be sent to all Cities so that the Cities may decide on the professional services as they see the need for the services. Should a city need services not available from the list (UC-1 List) of Professional Services, the City shall advertise for the service after consulting with the Urban County Program staff.

Selection of Professional Services Provider

This is a City and County shared responsibility, based on the Texas Local Government code and other applicable laws and regulations. County will make sure that the provider is not a contractor's debarred list by consulting with the System for Award Management (SAM) website (www.sam.gov), prior to recommendation for awarding a contractor to Hidalgo County Commissioner's Court.

Execute Professional Contracts

The City will negotiate the Professional Service Contract, and submit a Best and Final Offer (BAFO) along with Scope of Services, Project Cost Estimate, Certificate of Debarment, CIQ Form and IRS W-9 Form. The County will prepare the Professional Contract Agreement documents and submit to Hidalgo County Commissioner's Court for approval of contract. Any modifications to the County contracts require prior approval of the County Legal Department. Once approved, the County will forward the contracts to the Professional Service Provider for proper signatures, they will return to the County for the County's execution and County will issue Notice to Proceed.

Review of Preliminary Drawings

This is a city responsibility.

Solicit Davis-Bacon Wage Rates

This is a County responsibility. The County will obtain wage rates from HUD for specific projects and will forward wage rates to the respective Cities and the Professional Service Provider to include in the bid specification packages.

Review and Approval of Final Plans and Specifications

This is a City responsibility where by the Mayor's signature will be required on all plans and specifications prior to bidding. Final plans should be forwarded to Urban County Program office prior to bid advertisement for compliance check.

Advertise for Construction Bid

This is a County responsibility. The County will advertise for all construction projects and will instruct bidders as to the availability of plans and specs, (to be picked up at Professional Service Provider's choice of location), and will advise bidders as to who will accept bids. (Hidalgo County Purchasing Department – any given Wednesday at 9:30am)

Pre-Bid Conference

This is a County responsibility. County will conduct a pre-bid conference if necessary at the Urban County program Conference Room, accompanied by the Professional Service Provider and the project's respective City.

Bid Activities

Ten Day Wage Rate Check

This is a County responsibility. Ten days prior to any bid opening, the County will ascertain as to the applicability of the wage rate in the bid documents. Should the wage rate change all appropriate engineers will be notified and instructed to change wage rates.

Accept Construction Bids

This is a County Purchasing Department responsibility. The Hidalgo County Purchasing Department will accept bids as per the conditions set forth in the specification handbook.

Accept and Tabulate Bids

This is a County Purchasing Department responsibility with an Urban County, City, and Professional Service Provider representative at bid opening. The respective Professional Service Provider will review the bids received and make their recommendation to the Urban County Program.

Research Apparent Low Bidder

This is a shared responsibility. The respective Professional Service Provider will research and review apartment low bidder's past performances and their bids. The Urban County program will research the list of Debarred Contractor's and make a finding in the regard.

Bid Recommendation

This is a City responsibility. The respective Professional Service Provider will recommend the lowest and most responsible bid to the City. The city will send a recommendation to the County. County will request approval by Hidalgo County Commissioner's Court for approval of contract.

Contract Award

The County upon approval by Hidalgo County Commissioner's Court will prepare the contract documents and forward them to the approved Contractor for execution.

Pre-Construction Activities

Construction Contract and Bonds

This is a shared responsibility. The Professional Service Provider will coordinate the execution of construction contracts to include Insurance, Payment and Performance Bonds. Once they receive four (4) original set of construction contracts they will submit to the County for execution. Any modifications to the construction contracts require prior review by Legal Department and approval by Hidalgo County Commissioner's Court.

Pre-Construction Conference

The Urban County Program will conduct a Pre-construction conference to inform the contractor of the various federal regulations such as Affirmative Action, Section 3 Compliance, and Davis-Bacon Wage Compliance. The Pre-construction conference will be held at the Urban County Program

Conference Room, with the city and professional service provider representatives present. Once contracts are signed, County will prepare and issue a Notice to Proceed.

Document Posting and Construction Signs

This is a shared responsibility. The city and Professional Service Provider will ensure itself that the appropriate documents are posted at the site and that the construction sign is erected.

Construction Activities

Davis-Bacon Compliance

This is a shared responsibility. The City may be asked to conduct wage rate employee interviews. The County will conduct wage rate interviews and review wage rates on payroll reports submitted with request for payments.

Periodic Project Inspections

This is a shared responsibility. The City, County, and Professional Service Providers will conduct periodic site inspections of the project site.

Payment Request Approval

This is a shared responsibility. The Professional Service Provider will review and sign off on request for payments and forward RFP to the City for signature and approval, and forward the final RFP to the County for review and approval of payment.

Change Orders

This is a shared responsibility. Professional Service Provider will recommend any change orders after negotiating said change order with the contractor. All change orders must have City's approval prior to submission to County for review and approval.

Contract Amendment

This is a shared responsibility. The City will recommend any contract amendments to the County. County will consider and take appropriate action to approve or deny the contract amendment if necessary.

Final Payment Approval

This is a shared responsibility. The City and Professional Service Provider will conduct final project site inspections to ensure that construction has been completed as per plans and specifications prior to submitting final request for payment recommendation to the County. County will ensure that all applicable laws and regulations have been complied with. County will review wage rate compliance, release of liens, certification of construction completion, warranty certification and other pertinent documents.

Exhibit C

Section 108 Loan Guarantee Program

Introduction

Section 108 is the loan guarantee provision of the Community Development Block Grant (CDBG) program. Section 108 provides communities with a source of financing for economic development, housing rehabilitation, public facilities, and large-scale physical development projects. This makes it one of the most potent and important public investment tools that HUD offers to local governments. It allows them to transform a small portion of their CDBG funds into federally guaranteed loans large enough to pursue physical and economic revitalization projects that can renew entire neighborhoods. Such public investment is often needed to inspire private economic activity, providing the initial resources or simply the confidence that private firms and individuals may need to invest in distressed areas. Section 108 loans are not risk-free, however; local governments borrowing funds guaranteed by Section 108 must pledge their current and future CDBG allocations to cover the loan amount as security for the loan.

Regulations governing the Section 108 program may be found at [24 CFR 570](#), Subpart M, Loan Guarantees.

Eligible Applicants

Eligible applicants include the following public entities:

- metropolitan cities and urban counties (i.e. CDBG entitlement recipients);
- nonentitlement communities that are assisted in the submission of applications by States that administer the CDBG program; and
- nonentitlement communities eligible to receive CDBG funds under the HUD-Administered Small Cities CDBG program (Hawaii). The public entity may be the borrower or it may designate a public agency as the borrower.

Eligible Activities

Activities eligible for Section 108 financing include:

- economic development activities eligible under CDBG;
- acquisition of real property;
- rehabilitation of publicly owned real property;
- housing rehabilitation eligible under CDBG;
- construction, reconstruction, or installation of public facilities (including street, sidewalk, and other site improvements);
- related relocation, clearance, and site improvements;
- payment of interest on the guaranteed loan and issuance costs of public offerings;
- debt service reserves;
- public works and site improvements in colonias; and
- in limited circumstances, housing construction as part of community economic development, Housing Development Grant, or Nehemiah Housing Opportunity Grant programs.

For purposes of determining eligibility, the CDBG rules and requirements apply. As with the CDBG program, all projects and activities must either principally benefit low- and moderate-income persons, aid in the elimination or prevention of slums and blight, or meet urgent needs of the community.

Maximum Commitment Amount

Commitments are limited as follows:

1. Entitlement public entities. An entitlement public entity may apply for up to five times the public entity's latest approved CDBG entitlement amount, minus any outstanding Section 108 commitments and/or principal balances of Section 108 loans.
2. State assisted public entities. A nonentitlement public entity may apply for up to five times the latest approved CDBG amount received by its State, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans for which the State has pledged its CDBG funds as security.
3. Nonentitlement public entities eligible under the HUD administered Small Cities Program. For a public entity in Hawaii, the maximum commitment amount is five times the public entity's latest grant under 24 CFR 570, Subpart F, minus any outstanding Section 108 commitments and/or principal balances on Section 108 loans.

Loan Details

Security: The principal security for the loan guarantee is a pledge by the applicant public entity or the State (in the case of a nonentitlement public entity) of its current and future CDBG funds. Additional security will also be required to assure repayment of guaranteed obligations. The additional security requirements will be determined on a case-by-case basis, but could include assets financed by the guaranteed loan.

Repayment: The maximum repayment period for a Section 108 loan is twenty years. HUD has the ability to structure the principal amortization to match the needs of the project and borrower. Each annual principal amount will have a separate interest rate associated with it.

Financing Source: Section 108 obligations are financed through underwritten public offerings. Financing between public offerings is provided through an interim lending facility established by HUD.

Interest Rates: Interest rates on interim borrowing are priced at the 3 month London Interbank Offered (LIBO) rate plus 20 basis points (0.2%). Permanent financing is pegged to yields on U.S. Treasury obligations of similar maturity to the principal amount. A small additional basis point spread, depending on maturity, will be added to the Treasury yield to determine the actual rate.

Default: To date, there has been no default under Section 108 resulting in a repayment by HUD. In the event of default requiring a payment, HUD would continue to make payments on the loan in accordance with its terms. The source of payments by HUD pursuant to its guarantee would almost always be pledged CDBG funds. However, HUD does have borrowing authority with the U.S. Treasury if the pledged funds are insufficient.

For More Information visit www.hud.gov

Source: http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs/108

Exhibit D

CDBG Regulations and Other Program Requirements

Subpart A—General Provisions

SOURCE: 53 FR 34437, Sept. 6, 1988, unless otherwise noted.

§ 570.1 *Purpose and primary objective.*

(a) This part describes policies and procedures applicable to the following programs authorized under title I of the Housing and Community Development Act of 1974, as amended:

- (1) Entitlement grants program (subpart D);
- (2) Nonentitlement Funds: HUD-administered Small Cities and Insular Area programs (subpart F);
- (3) State program: State-administered CDBG nonentitlement funds (subpart I);
- (4) Special Purpose Grants (subpart E);
- (5) Urban Development Action Grant program (subpart G); and
- (6) Loan Guarantees (subpart M).

(b) Subparts A, C, J, K, and O apply to all programs in paragraph (a) except as modified or limited under the provisions of these subparts or the applicable program regulations. In the application of the subparts to Special Purpose Grants or the Urban Development Action Grant program, the reference to funds in the form of grants in the term “*CDBG funds*”, as defined in § 570.3, shall mean the grant funds under those programs. The subparts do not apply to the State program (subpart I) except to the extent expressly referred to.

(c) The primary objective of the programs authorized under title I of the Housing and Community Development Act of 1974, as amended, is described in section 101(c) of the Act (42 U.S.C. 5301(c)).

[53 FR 34437, Sept. 6, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 61 FR 11475, Mar. 20, 1996; 69 FR 32778, June 10, 2004]

§ 570.3 *Definitions.*

The terms *HUD* and *Secretary* are defined in 24 CFR part 5. All of the following definitions in this section that rely on data from the United States Bureau of the Census shall rely upon the data available from the latest decennial census.

Act means title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 *et seq.*).

Age of housing means the number of year-round housing units, as further defined in section 102(a)(11) of the Act.

Applicant means a State or unit of general local government that makes application pursuant to the provisions of subpart E, F, G or M.

Buildings for the general conduct of government shall have the meaning provided in section 102(a)(21) of the Act.

CDBG funds means Community Development Block Grant funds, including funds received in the form of grants under subpart D, F, or § 570.405 of this part, funds awarded under section 108(q) of the Housing and Community Development Act of 1974, loans guaranteed under subpart M of this part, urban renewal surplus grant funds, and program income as defined in § 570.500(a).

Chief executive officer of a State or unit of general local government means the elected official or the legally designated official, who has the primary responsibility for the conduct of that entity's governmental affairs. Examples of the "chief executive officer" of a unit of general local government are: the elected mayor of a municipality; the elected county executive of a county; the chairperson of a county commission or board in a county that has no elected county executive; and the official designated pursuant to law by the governing body of a unit of general local government.

City means the following:

(1) For purposes of Entitlement Community Development Block Grant and Urban Development Action Grant eligibility:

(i) Any unit of general local government that is classified as a municipality by the United States Bureau of the Census, or

(ii) Any other unit of general local government that is a town or township and that, in the determination of the Secretary:

(A) Possesses powers and performs functions comparable to those associated with municipalities;

(B) Is closely settled (except that the Secretary may reduce or waive this requirement on a case by case basis for the purposes of the Action Grant program); and

(C) Contains within its boundaries no incorporated places as defined by the United States Bureau of the Census that have not entered into cooperation agreements with the town or township for a period covering at least 3 years to undertake or assist in the undertaking of essential community development and housing assistance activities. The determination of eligibility of a town or township to qualify as a city will be based on information available from the United States Bureau of the Census and information provided by the town or township and its included units of general local government.

(2) For purposes of Urban Development Action Grant eligibility only, Guam, the Virgin Islands, American Samoa, the Commonwealth of the Northern Mariana Islands, the counties of Kauai, Maui, and Hawaii in the State of Hawaii, and Indian tribes that are eligible recipients under the State and Local Government Fiscal Assistance Act of 1972 and located on reservations in Oklahoma as determined by the Secretary of the Interior or in Alaskan Native Villages.

Community Development Financial Institution has the same meaning as used in the Community Development Banking and Financial Institutions Act of 1994 (12 U.S.C. 4701 note).

Consolidated plan. The plan prepared in accordance with 24 CFR part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to HUD programs, including the CDBG program. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

Discretionary grant means a grant made from the various Special Purpose Grants in accordance with subpart E of this part.

Entitlement amount means the amount of funds which a metropolitan city is entitled to receive under the Entitlement grant program, as determined by formula set forth in section 106 of the Act.

Extent of growth lag shall have the meaning provided in section 102(a)(12) of the Act.

Extent of housing overcrowding shall have the meaning provided in section 102(a)(10) of the Act.

Extent of poverty means the number of persons whose incomes are below the poverty level based on data compiled and published by the United States Bureau of the Census available from the latest census referable to the same point or period in time and the latest reports from the Office of Management and Budget. For purposes of this part, the Secretary has determined that it is neither feasible nor appropriate to make adjustments at this time in the computations of “extent of poverty” for regional or area variations in income and cost of living.

Family refers to the definition of “family” in 24 CFR 5.403.

Household means all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

Income. For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of § 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under § 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under § 570.208(a)(1)(vi). Activities qualifying under § 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The three definitions are as follows:

(1)(i) “Annual income” as defined under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under § 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

(ii) Annual income as reported under the Census long-form for the most recent available decennial Census. This definition includes:

(A) Wages, salaries, tips, commissions, etc.;

(B) Self-employment income from own nonfarm business, including proprietorships and partnerships;

(C) Farm self-employment income;

(D) Interest, dividends, net rental income, or income from estates or trusts;

(E) Social Security or railroad retirement;

(F) Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;

(G) Retirement, survivor, or disability pensions; and

(H) Any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, and alimony; or

(iii) Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 for individual Federal annual income tax purposes.

(2) Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable). Estimated annual income shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

Insular area shall have the meaning provided in section 102(a)(24) of the Act.

Low- and moderate-income household means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and moderate-income person means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-income household means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

Low-income person means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Metropolitan area shall have the meaning provided in section 102(a)(3) of the Act.

Metropolitan city shall have the meaning provided in section 102(a)(4) of the Act except that the term "central city" is replaced by "principal city."

Microenterprise shall have the meaning provided in section 102(a)(22) of the Act.

Moderate-income household means a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

Moderate-income person means a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Nonentitlement amount means the amount of funds which is allocated for use in a State's nonentitlement areas as determined by formula set forth in section 106 of the Act.

Nonentitlement area shall have the meaning provided in section 102(a)(7) of the Act.

Population means the total resident population based on data compiled and published by the United States Bureau of the Census available from the latest census or which has been upgraded by the Bureau to reflect the changes resulting from the Boundary and Annexation Survey, new incorporations and consolidations of governments pursuant to § 570.4, and which reflects, where applicable, changes resulting from the Bureau's latest population determination through its estimating technique using natural changes (birth and death) and net migration, and is referable to the same point or period in time.

Small business means a business that meets the criteria set forth in section 3(a) of the Small Business Act (15 U.S.C. 631, 636, 637).

State shall have the meaning provided in section 102(a)(2) of the Act.

Unit of general local government shall have the meaning provided in section 102(a)(1) of the Act.

Urban county shall have the meaning provided in section 102(a)(6) of the Act. For the purposes of this definition, HUD will determine whether the county's combined population contains the required percentage of low- and moderate-income persons by identifying the number of persons that resided in applicable areas and units of general local government based on data from the most recent decennial census, and using income limits that would have applied for the year in which that census was taken.

Urban Development Action Grant (UDAG) means a grant made by the Secretary pursuant to section 119 of the Act and subpart G of this part.

[53 FR 34437, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 56 FR 56126, Oct. 31, 1991; 60 FR 1915, 1943, Jan. 5, 1995; 60 FR 56909, Nov. 9, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 11475, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004; 77 FR 5675, Feb. 3, 2012]

§ 570.4 Allocation of funds.

(a) The determination of eligibility of units of general local government to receive entitlement grants, the entitlement amounts, the allocation of appropriated funds to States for use in nonentitlement areas, the reallocation of funds, the allocation of appropriated funds to insular areas, and the allocation of appropriated funds for discretionary grants under the Secretary's Fund shall be governed by the policies and procedures described in sections 106 and 107 of the Act, as appropriate.

(b) The definitions in § 570.3 shall govern in applying the policies and procedures described in sections 106 and 107 of the Act.

(c) In determining eligibility for entitlement and in allocating funds under section 106 of the Act for any federal fiscal year, HUD will recognize corporate status and geographical boundaries and the status of metropolitan areas and principal cities effective as of July 1 preceding such federal fiscal year, subject to the following limitations:

(1) With respect to corporate status as certified by the applicable State and available for processing by the Census Bureau as of such date;

(2) With respect to boundary changes or annexations, as are used by the Census Bureau in preparing population estimates for all general purpose governmental units and are available for processing by the Census Bureau as of such date, except that any such boundary changes or annexations which result in the population of a unit of general local government reaching or exceeding 50,000 shall be recognized for this purpose whether or not such changes are used by the Census Bureau in preparing such population estimates; and

(3) With respect to the status of Metropolitan Statistical Areas and principal cities, as officially designated by the Office of Management and Budget as of such date.

(d) In determining whether a county qualifies as an urban county, and in computing entitlement amounts for urban counties, the demographic values of population, poverty, housing overcrowding, and age of housing of any Indian tribes located within the county shall be excluded. In allocating amounts to States for use in nonentitlement areas, the demographic values of population, poverty, housing overcrowding and age of housing of all Indian tribes located in all non-entitled areas shall be excluded. It is recognized that all such

data on Indian tribes are not generally available from the United States Bureau of the Census and that missing portions of data will have to be estimated. In accomplishing any such estimates the Secretary may use such other related information available from reputable sources as may seem appropriate, regardless of the data's point or period of time and shall use the best judgement possible in adjusting such data to reflect the same point or period of time as the overall data from which the Indian tribes are being deducted, so that such deduction shall not create an imbalance with those overall data.

(e) Amounts remaining after closeout of a grant which are required to be returned to HUD under the provisions of § 570.509, Grant closeout procedures, shall be considered as funds available for reallocation unless the appropriation under which the funds were provided to the Department has lapsed.

[53 FR 34437, Sept. 6, 1988, as amended at 68 FR 69582, Dec. 12, 2003; 69 FR 32778, June 10, 2004]

§ 570.5 Waivers.

HUD's authority for the waiver of regulations and for the suspension of requirements to address damage in a Presidentially declared disaster area is described in 24 CFR part 5 and in section 122 of the Act, respectively.

[61 FR 11476, Mar. 20, 1996]

Subpart B [Reserved]

Subpart C—Eligible Activities

SOURCE: 53 FR 34439, Sept. 6, 1988, unless otherwise noted.

§ 570.200 General policies.

(a) *Determination of eligibility.* An activity may be assisted in whole or in part with CDBG funds only if all of the following requirements are met:

(1) *Compliance with section 105 of the Act.* Each activity must meet the eligibility requirements of section 105 of the Act as further defined in this subpart.

(2) *Compliance with national objectives.* Grant recipients under the Entitlement and HUD-administered Small Cities programs and recipients of insular area funds under section 106 of the Act must certify that their projected use of funds has been developed so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low- and moderate-income families or aid in the prevention or elimination of slums or blight. The projected use of funds may also include activities that the recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. Consistent with the foregoing, each recipient under the Entitlement or HUD-administered Small Cities programs, and each recipient of insular area funds under section 106 of the Act must ensure and maintain evidence that each of its activities assisted with CDBG funds meets one of the three national objectives as contained in its certification. Criteria for determining whether an activity addresses one or more of these objectives are found in § 570.208.

(3) *Compliance with the primary objective.* The primary objective of the Act is described in section 101(c) of the Act. Consistent with this objective, entitlement recipients, non-entitlement CDBG grantees in Hawaii, and recipients of insular area funds under section 106 of the Act must ensure that, over a period of time specified in their certification not to exceed three years, not less than 70 percent of the aggregate of CDBG fund expenditures shall be for activities meeting the criteria under § 570.208(a) or under § 570.208(d)(5) or (6) for benefiting low- and moderate-income persons. For grants under section 107 of the Act, insular area recipients must meet this requirement for each separate grant. See § 570.420(d)(3) for additional discussion

of the primary objective requirement for insular areas funded under section 106 of the Act. The requirements for the HUD-administered Small Cities program in New York are at § 570.420(d)(2). In determining the percentage of funds expended for such activities:

(i) Cost of administration and planning eligible under § 570.205 and § 570.206 will be assumed to benefit low and moderate income persons in the same proportion as the remainder of the CDBG funds and, accordingly shall be excluded from the calculation;

(ii) Funds deducted by HUD for repayment of urban renewal temporary loans pursuant to § 570.802(b) shall be excluded;

(iii) Funds expended for the repayment of loans guaranteed under the provisions of subpart M shall also be excluded;

(iv) Funds expended for the acquisition, new construction or rehabilitation of property for housing that qualifies under § 570.208(a)(3) shall be counted for this purpose but shall be limited to an amount determined by multiplying the total cost (including CDBG and non-CDBG costs) of the acquisition, construction or rehabilitation by the percent of units in such housing to be occupied by low and moderate income persons.

(v) Funds expended for any other activities qualifying under § 570.208(a) shall be counted for this purpose in their entirety.

(4) *Compliance with environmental review procedures.* The environmental review procedures set forth at 24 CFR part 58 must be completed for each activity (or project as defined in 24 CFR part 58), as applicable.

(5) *Cost principles.* Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR PART 200 ¹ All items of cost listed in Attachment B of these Circulars that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in Attachment A of such circulars and are otherwise eligible under this subpart C, except for the following:

¹ These circulars are available from the American Communities Center by calling the following toll-free numbers: (800) 998-9999 or (800) 483-2209 (TDD).

(i) Depreciation methods for fixed assets shall not be changed without HUD's specific approval or, if charged through a cost allocation plan, the Federal cognizant agency.

(ii) Fines and penalties (including punitive damages) are unallowable costs to the CDBG program.

(iii) Pre-award costs are limited to those authorized under paragraph (h) of this section.

(b) *Special policies governing facilities.* The following special policies apply to:

(1) *Facilities containing both eligible and ineligible uses.* A public facility otherwise eligible for assistance under the CDBG program may be provided with CDBG funds even if it is part of a multiple use building containing ineligible uses, if:

(i) The facility which is otherwise eligible and proposed for assistance will occupy a designated and discrete area within the larger facility; and

(ii) The recipient can determine the costs attributable to the facility proposed for assistance as separate and distinct from the overall costs of the multiple-use building and/or facility.

Allowable costs are limited to those attributable to the eligible portion of the building or facility.

(2) *Fees for use of facilities.* Reasonable fees may be charged for the use of the facilities assisted with CDBG funds, but charges such as excessive membership fees, which will have the effect of precluding low and moderate income persons from using the facilities, are not permitted.

(c) *Special assessments under the CDBG program.* The following policies relate to special assessments under the CDBG program:

(1) *Definition of special assessment.* The term “special assessment” means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs, and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or the establishment of the value of real estate for the purpose of levying real estate, property, or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

(2) *Special assessments to recover capital costs.* Where CDBG funds are used to pay all or part of the cost of a public improvement, special assessments may be imposed as follows:

(i) Special assessments to recover the CDBG funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income.

(ii) Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment in behalf of all properties owned and occupied by low and moderate income persons; except that CDBG funds need not be used to pay the special assessments in behalf of properties owned and occupied by moderate income persons if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments in behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.

(3) *Public improvements not initially assisted with CDBG funds.* The payment of special assessments with CDBG funds constitutes CDBG assistance to the public improvement. Therefore, CDBG funds may be used to pay special assessments provided:

(i) The installation of the public improvements was carried out in compliance with requirements applicable to activities assisted under this part including environmental, citizen participation and Davis-Bacon requirements;

(ii) The installation of the public improvement meets a criterion for national objectives in § 570.208(a)(1), (b), or (c); and

(iii) The requirements of § 570.200(c)(2)(ii) are met.

(d) *Consultant activities.* Consulting services are eligible for assistance under this part for professional assistance in program planning, development of community development objectives, and other general professional guidance relating to program execution. The use of consultants is governed by the following:

(1) *Employer-employee type of relationship.* No person providing consultant services in an employer-employee type of relationship shall receive more than a reasonable rate of compensation for personal services paid with CDBG funds. In no event, however, shall such compensation exceed the equivalent of the daily rate paid for Level IV of the Executive Schedule. Such services shall be evidenced by written agreements between the parties which detail the responsibilities, standards, and compensation.

(2) *Independent contractor relationship.* Consultant services provided under an independent contractor relationship are governed by the procurement requirements in 24 CFR 85.36, and are not subject to the compensation limitation of Level IV of the Executive Schedule.

(e) *Recipient determinations required as a condition of eligibility.* In several instances under this subpart, the eligibility of an activity depends on a special local determination. Recipients shall maintain documentation of all such determinations. A written determination is required for any activity carried out under the authority of §§ 570.201(f), 570.201(i)(2), 570.201(p), 570.201(q), 570.202(b)(3), 570.206(f), 570.209, 570.210, and 570.309.

(f) *Means of carrying out eligible activities.* (1) Activities eligible under this subpart, other than those authorized under § 570.204(a), may be undertaken, subject to local law:

(i) By the recipient through:

(A) Its employees, or

(B) Procurement contracts governed by the requirements of 24 CFR 85.36; or

(ii) Through loans or grants under agreements with subrecipients, as defined at § 570.500(c); or

(iii) By one or more public agencies, including existing local public agencies, that are designated by the chief executive officer of the recipient.

(2) Activities made eligible under § 570.204(a) may only be undertaken by entities specified in that section.

(g) *Limitation on planning and administrative costs.* No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in §§ 570.205 and 570.206, respectively. Recipients of entitlement grants under subpart D of this part shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.

(h) *Reimbursement for pre-award costs.* The effective date of the grant agreement is the program year start date or the date that the consolidated plan is received by HUD, whichever is later. For a Section 108 loan guarantee, the effective date of the grant agreement is the date of HUD execution of the grant agreement amendment for the particular loan guarantee commitment.

(1) Prior to the effective date of the grant agreement, a recipient may incur costs or may authorize a subrecipient to incur costs, and then after the effective date of the grant agreement pay for those costs using its CDBG funds, provided that:

(i) The activity for which the costs are being incurred is included, prior to the costs being incurred, in a consolidated plan action plan, an amended consolidated plan action plan, or an application under subpart M of this part, except that a new entitlement grantee preparing to receive its first allocation of CDBG funds may incur costs necessary to develop its consolidated plan and undertake other administrative actions necessary to receive its first grant, prior to the costs being included in its consolidated plan;

(ii) Citizens are advised of the extent to which these pre-award costs will affect future grants;

(iii) The costs and activities funded are in compliance with the requirements of this part and with the Environmental Review Procedures stated in 24 CFR part 58;

(iv) The activity for which payment is being made complies with the statutory and regulatory provisions in effect at the time the costs are paid for with CDBG funds;

(v) CDBG payment will be made during a time no longer than the next two program years following the effective date of the grant agreement or amendment in which the activity is first included; and

(vi) The total amount of pre-award costs to be paid during any program year pursuant to this provision is no more than the greater of 25 percent of the amount of the grant made for that year or \$300,000.

(2) Upon the written request of the recipient, HUD may authorize payment of pre-award costs for activities that do not meet the criteria at paragraph (h)(1)(v) or (h)(1)(vi) of this section, if HUD determines, in writing, that there is good cause for granting an exception upon consideration of the following factors, as applicable:

(i) Whether granting the authority would result in a significant contribution to the goals and purposes of the CDBG program;

(ii) Whether failure to grant the authority would result in undue hardship to the recipient or beneficiaries of the activity;

(iii) Whether granting the authority would not result in a violation of a statutory provision or any other regulatory provision;

(iv) Whether circumstances are clearly beyond the recipient's control; or

(v) Any other relevant considerations.

(i) *Urban Development Action Grant.* Grant assistance may be provided with Urban Development Action Grant funds, subject to the provisions of subpart G, for:

(1) Activities eligible for assistance under this subpart; and

(2) Notwithstanding the provisions of § 570.207, such other activities as the Secretary may determine to be consistent with the purposes of the Urban Development Action Grant program.

(j) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition,

construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[53 FR 34439, Sept. 6, 1988, as amended at 54 FR 47031, Nov. 8, 1989; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56910, Nov. 9, 1995; 61 FR 11476, Mar. 20, 1996; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 68 FR 56404, Sept. 30, 2003; 69 FR 32778, June 10, 2004; 70 FR 76369, Dec. 23, 2005; 72 FR 46370, Aug. 17, 2007]

§ 570.201 Basic eligible activities.

CDBG funds may be used for the following activities:

(a) *Acquisition.* Acquisition in whole or in part by the recipient, or other public or private nonprofit entity, by purchase, long-term lease, donation, or otherwise, of real property (including air rights, water rights, rights-of-way, easements, and other interests therein) for any public purpose, subject to the limitations of § 570.207.

(b) *Disposition.* Disposition, through sale, lease, donation, or otherwise, of any real property acquired with CDBG funds or its retention for public purposes, including reasonable costs of temporarily managing such property or property acquired under urban renewal, provided that the proceeds from any such disposition shall be program income subject to the requirements set forth in § 570.504.

(c) *Public facilities and improvements.* Acquisition, construction, reconstruction, rehabilitation or installation of public facilities and improvements, except as provided in § 570.207(a), carried out by the recipient or other public or private nonprofit entities. (However, activities under this paragraph may be directed to the removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to public facilities and improvements, including those provided for in § 570.207(a)(1).) In undertaking such activities, design features and improvements which promote energy efficiency may be included. Such activities may also include the execution of architectural design features, and similar treatments intended to enhance the aesthetic quality of facilities and improvements receiving CDBG assistance, such as decorative pavements, railings, sculptures, pools of water and fountains, and other works of art. Facilities designed for use in providing shelter for persons having special needs are considered public facilities and not subject to the prohibition of new housing construction described in § 570.207(b)(3). Such facilities include shelters for the homeless; convalescent homes; hospitals, nursing homes; battered spouse shelters; halfway houses for run-away children, drug offenders or parolees; group homes for mentally retarded persons and temporary housing for disaster victims. In certain cases, nonprofit entities and subrecipients including those specified in § 570.204 may acquire title to public facilities. When such facilities are owned by nonprofit entities or subrecipients, they shall be operated so as to be open for use by the general public during all normal hours of operation. Public facilities and improvements eligible for assistance under this paragraph are subject to the policies in § 570.200(b).

(d) *Clearance and remediation activities.* Clearance, demolition, and removal of buildings and improvements, including movement of structures to other sites and remediation of known or suspected environmental contamination. Demolition of HUD-assisted or HUD-owned housing units may be undertaken only with the prior approval of HUD. Remediation may include project-specific environmental assessment costs not otherwise eligible under § 570.205.

(e) *Public services.* Provision of public services (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare (but excluding the provision of income payments identified under § 570.207(b)(4)), homebuyer down payment assistance, or recreational needs. To be eligible for CDBG assistance, a public service must be either a new service or a quantifiable increase in the level of an existing service above that which has been provided by or on behalf of the unit of general local government (through funds raised by the unit or received by the unit from the State in which it is located) in the 12 calendar months before the submission of the action plan. (An exception to this requirement may be made if HUD determines that any decrease in the level of a service was the result of events not within the control of the unit of general local government.) The amount of CDBG funds used for public services shall not exceed paragraphs (e) (1) or (2) of this section, as applicable:

(1) The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.

(2) A recipient which obligated more CDBG funds for public services than 15 percent of its grant funded from Federal fiscal year 1982 or 1983 appropriations (excluding program income and any assistance received under Public Law 98-8), may obligate more CDBG funds than allowable under paragraph (e)(1) of this section, so long as the total amount obligated in any program year does not exceed:

(i) For an entitlement grantee, 15% of the program income it received during the preceding program year; plus

(ii) A portion of the grant received for the program year which is the highest of the following amounts:

(A) The amount determined by applying the percentage of the grant it obligated for public services in the 1982 program year against the grant for its current program year;

(B) The amount determined by applying the percentage of the grant it obligated for public services in the 1983 program year against the grant for its current program year;

(C) The amount of funds it obligated for public services in the 1982 program year; or,

(D) The amount of funds it obligated for public services in the 1983 program year.

(f) *Interim assistance.* (1) The following activities may be undertaken on an interim basis in areas exhibiting objectively determinable signs of physical deterioration where the recipient has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable:

(i) The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings; and

(ii) The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns, but not the regular curbside collection of garbage or trash in an area.

(2) In order to alleviate emergency conditions threatening the public health and safety in areas where the chief executive officer of the recipient determines that such an emergency condition exists and requires immediate resolution, CDBG funds may be used for:

(i) The activities specified in paragraph (f)(1) of this section, except for the repair of parks and playgrounds;

(ii) The clearance of streets, including snow removal and similar activities, and

(iii) The improvement of private properties.

(3) All activities authorized under paragraph (f)(2) of this section are limited to the extent necessary to alleviate emergency conditions.

(g) *Payment of non-Federal share.* Payment of the non-Federal share required in connection with a Federal grant-in-aid program undertaken as part of CDBG activities, provided, that such payment shall be limited to activities otherwise eligible and in compliance with applicable requirements under this subpart.

(h) *Urban renewal completion.* Payment of the cost of completing an urban renewal project funded under title I of the Housing Act of 1949 as amended. Further information regarding the eligibility of such costs is set forth in § 570.801.

(i) *Relocation.* Relocation payments and other assistance for permanently and temporarily relocated individuals families, businesses, nonprofit organizations, and farm operations where the assistance is (1) required under the provisions of § 570.606 (b) or (c); or (2) determined by the grantee to be appropriate under the provisions of § 570.606(d).

(j) *Loss of rental income.* Payments to housing owners for losses of rental income incurred in holding, for temporary periods, housing units to be used for the relocation of individuals and families displaced by program activities assisted under this part.

(k) *Housing services.* Housing services, as provided in section 105(a)(21) of the Act (42 U.S.C. 5305(a)(21)).

(l) *Privately owned utilities.* CDBG funds may be used to acquire, construct, reconstruct, rehabilitate, or install the distribution lines and facilities of privately owned utilities, including the placing underground of new or existing distribution facilities and lines.

(m) *Construction of housing.* CDBG funds may be used for the construction of housing assisted under section 17 of the United States Housing Act of 1937.

(n) *Homeownership assistance.* CDBG funds may be used to provide direct homeownership assistance to low- or moderate-income households in accordance with section 105(a) of the Act.

(o)(1) The provision of assistance either through the recipient directly or through public and private organizations, agencies, and other subrecipients (including nonprofit and for-profit subrecipients) to facilitate economic development by:

(i) Providing credit, including, but not limited to, grants, loans, loan guarantees, and other forms of financial support, for the establishment, stabilization, and expansion of microenterprises;

(ii) Providing technical assistance, advice, and business support services to owners of microenterprises and persons developing microenterprises; and

(iii) Providing general support, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, to owners of microenterprises and persons developing microenterprises.

(2) Services provided this paragraph (o) shall not be subject to the restrictions on public services contained in paragraph (e) of this section.

(3) For purposes of this paragraph (o), “persons developing microenterprises” means such persons who have expressed interest and who are, or after an initial screening process are expected to be, actively working toward developing businesses, each of which is expected to be a microenterprise at the time it is formed.

(4) Assistance under this paragraph (o) may also include training, technical assistance, or other support services to increase the capacity of the recipient or subrecipient to carry out the activities under this paragraph (o).

(p) *Technical assistance.* Provision of technical assistance to public or nonprofit entities to increase the capacity of such entities to carry out eligible neighborhood revitalization or economic development activities. (The recipient must determine, prior to the provision of the assistance, that the activity for which it is attempting to build capacity would be eligible for assistance under this subpart C, and that the national objective claimed by the grantee for this assistance can reasonably be expected to be met once the entity has received the technical assistance and undertakes the activity.) Capacity building for private or public entities (including grantees) for other purposes may be eligible under § 570.205.

(q) *Assistance to institutions of higher education.* Provision of assistance by the recipient to institutions of higher education when the grantee determines that such an institution has demonstrated a capacity to carry out eligible activities under this subpart C.

[53 FR 34439, Sept. 6, 1988, as amended at 53 FR 31239, Aug. 17, 1988; 55 FR 29308, July 18, 1990; 57 FR 27119, June 17, 1992; 60 FR 1943, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 65 FR 70215, Nov. 21, 2000; 67 FR 47213, July 17, 2002; 71 FR 30034, May 24, 2006]

§ 570.202 *Eligible rehabilitation and preservation activities.*

(a) *Types of buildings and improvements eligible for rehabilitation assistance.* CDBG funds may be used to finance the rehabilitation of:

(1) Privately owned buildings and improvements for residential purposes; improvements to a single-family residential property which is also used as a place of business, which are required in order to operate the business, need not be considered to be rehabilitation of a commercial or industrial building, if the improvements also provide general benefit to the residential occupants of the building;

(2) Low-income public housing and other publicly owned residential buildings and improvements;

(3) Publicly or privately owned commercial or industrial buildings, except that the rehabilitation of such buildings owned by a private for-profit business is limited to improvement to the exterior of the building, abatement of asbestos hazards, lead-based paint hazard evaluation and reduction, and the correction of code violations;

(4) Nonprofit-owned nonresidential buildings and improvements not eligible under § 570.201(c); and

(5) Manufactured housing when such housing constitutes part of the community's permanent housing stock.

(b) *Types of assistance.* CDBG funds may be used to finance the following types of rehabilitation activities, and related costs, either singly, or in combination, through the use of grants, loans, loan guarantees, interest supplements, or other means for buildings and improvements described in paragraph (a) of this section, except that rehabilitation of commercial or industrial buildings is limited as described in paragraph (a)(3) of this section.

(1) Assistance to private individuals and entities, including profit making and nonprofit organizations, to acquire for the purpose of rehabilitation, and to rehabilitate properties, for use or resale for residential purposes;

(2) Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures and improvements, abatement of asbestos hazards (and other contaminants) in buildings and improvements that may be undertaken singly, or in combination;

(3) Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds if such financing is determined by the recipient to be necessary or appropriate to achieve the locality's community development objectives;

(4) Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment;

(5) Improvements to increase the efficient use of water through such means as water savings faucets and shower heads and repair of water leaks;

(6) Connection of residential structures to water distribution lines or local sewer collection lines;

(7) For rehabilitation carried out with CDBG funds, costs of:

(i) Initial homeowner warranty premiums;

(ii) Hazard insurance premiums, except where assistance is provided in the form of a grant; and

(iii) Flood insurance premiums for properties covered by the Flood Disaster Protection Act of 1973, pursuant to § 570.605.

(8) Costs of acquiring tools to be lent to owners, tenants, and others who will use such tools to carry out rehabilitation;

(9) Rehabilitation services, such as rehabilitation counseling, energy auditing, preparation of work specifications, loan processing, inspections, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in rehabilitation activities authorized under this section, under section 312 of the Housing Act of 1964, as amended, under section 810 of the Act, or under section 17 of the United States Housing Act of 1937;

(10) Assistance for the rehabilitation of housing under section 17 of the United States Housing Act of 1937; and

(11) Improvements designed to remove material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons to buildings and improvements eligible for assistance under paragraph (a) of this section.

(c) *Code enforcement.* Costs incurred for inspection for code violations and enforcement of codes (e.g., salaries and related expenses of code enforcement inspectors and legal proceedings, but not including the cost of correcting the violations) in deteriorating or deteriorated areas when such enforcement together with public or private improvements, rehabilitation, or services to be provided may be expected to arrest the decline of the area.

(d) *Historic preservation.* CDBG funds may be used for the rehabilitation, preservation or restoration of historic properties, whether publicly or privately owned. Historic properties are those sites or structures that are either listed in or eligible to be listed in the National Register of Historic Places, listed in a State or local inventory of historic places, or designated as a State or local landmark or historic district by appropriate law

or ordinance. Historic preservation, however, is not authorized for buildings for the general conduct of government.

(e) *Renovation of closed buildings.* CDBG funds may be used to renovate closed buildings, such as closed school buildings, for use as an eligible public facility or to rehabilitate such buildings for housing.

(f) *Lead-based paint activities.* Lead-based paint activities pursuant to § 570.608.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 60 FR 56911, Nov. 9, 1995; 64 FR 50225, Sept. 15, 1999; 71 FR 30035, May 24, 2006]

§ 570.203 *Special economic development activities.*

A recipient may use CDBG funds for special economic development activities in addition to other activities authorized in this subpart that may be carried out as part of an economic development project. Guidelines for selecting activities to assist under this paragraph are provided at § 570.209. The recipient must ensure that the appropriate level of public benefit will be derived pursuant to those guidelines before obligating funds under this authority. Special activities authorized under this section do not include assistance for the construction of new housing. Activities eligible under this section may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination. Special economic development activities include:

(a) The acquisition, construction, reconstruction, rehabilitation or installation of commercial or industrial buildings, structures, and other real property equipment and improvements, including railroad spurs or similar extensions. Such activities may be carried out by the recipient or public or private nonprofit subrecipients.

(b) The provision of assistance to a private for-profit business, including, but not limited to, grants, loans, loan guarantees, interest supplements, technical assistance, and other forms of support, for any activity where the assistance is appropriate to carry out an economic development project, excluding those described as ineligible in § 570.207(a). In selecting businesses to assist under this authority, the recipient shall minimize, to the extent practicable, displacement of existing businesses and jobs in neighborhoods.

(c) Economic development services in connection with activities eligible under this section, including, but not limited to, outreach efforts to market available forms of assistance; screening of applicants; reviewing and underwriting applications for assistance; preparation of all necessary agreements; management of assisted activities; and the screening, referral, and placement of applicants for employment opportunities generated by CDBG-eligible economic development activities, including the costs of providing necessary training for persons filling those positions.

[53 FR 34439, Sept. 6, 1988, as amended at 60 FR 1944, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

§ 570.204 *Special activities by Community-Based Development Organizations (CBDOs).*

(a) *Eligible activities.* The recipient may provide CDBG funds as grants or loans to any CBDO qualified under this section to carry out a neighborhood revitalization, community economic development, or energy conservation project. The funded project activities may include those listed as eligible under this subpart, and, except as described in paragraph (b) of this section, activities not otherwise listed as eligible under this subpart. For purposes of qualifying as a project under paragraphs (a)(1), (a)(2), and (a)(3) of this section, the funded activity or activities may be considered either alone or in concert with other project activities either being carried out or for which funding has been committed. For purposes of this section:

(1) Neighborhood revitalization project includes activities of sufficient size and scope to have an impact on the decline of a geographic location within the jurisdiction of a unit of general local government (but not the

entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation; or the entire jurisdiction of a unit of general local government which is under 25,000 population;

(2) Community economic development project includes activities that increase economic opportunity, principally for persons of low- and moderate-income, or that stimulate or retain businesses or permanent jobs, including projects that include one or more such activities that are clearly needed to address a lack of affordable housing accessible to existing or planned jobs and those activities specified at 24 CFR 91.1(a)(1)(iii); activities under this paragraph may include costs associated with project-specific assessment or remediation of known or suspected environmental contamination;

(3) Energy conservation project includes activities that address energy conservation, principally for the benefit of the residents of the recipient's jurisdiction; and

(4) To carry out a project means that the CBDO undertakes the funded activities directly or through contract with an entity other than the grantee, or through the provision of financial assistance for activities in which it retains a direct and controlling involvement and responsibilities.

(b) *Ineligible activities.* Notwithstanding that CBDOs may carry out activities that are not otherwise eligible under this subpart, this section does not authorize:

(1) Carrying out an activity described as ineligible in § 570.207(a);

(2) Carrying out public services that do not meet the requirements of § 570.201(e), except that:

(i) Services carried out under this section that are specifically designed to increase economic opportunities through job training and placement and other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services; and

(ii) Services of any type carried out under this section pursuant to a strategy approved by HUD under the provisions of 24 CFR 91.215(e) shall not be subject to the limitations in § 570.201(e)(1) or (2), as applicable;

(3) Providing assistance to activities that would otherwise be eligible under § 570.203 that do not meet the requirements of § 570.209; or

(4) Carrying out an activity that would otherwise be eligible under § 570.205 or § 570.206, but that would result in the recipient's exceeding the spending limitation in § 570.200(g).

(c) *Eligible CBDOs.* (1) A CBDO qualifying under this section is an organization which has the following characteristics:

(i) Is an association or corporation organized under State or local law to engage in community development activities (which may include housing and economic development activities) primarily within an identified geographic area of operation within the jurisdiction of the recipient, or in the case of an urban county, the jurisdiction of the county; and

(ii) Has as its primary purpose the improvement of the physical, economic or social environment of its geographic area of operation by addressing one or more critical problems of the area, with particular attention to the needs of persons of low and moderate income; and

(iii) May be either non-profit or for-profit, provided any monetary profits to its shareholders or members must be only incidental to its operations; and

(iv) Maintains at least 51 percent of its governing body's membership for low- and moderate-income residents of its geographic area of operation, owners or senior officers of private establishments and other institutions

located in and serving its geographic area of operation, or representatives of low- and moderate-income neighborhood organizations located in its geographic area of operation; and

(v) Is not an agency or instrumentality of the recipient and does not permit more than one-third of the membership of its governing body to be appointed by, or to consist of, elected or other public officials or employees or officials of an ineligible entity (even though such persons may be otherwise qualified under paragraph (c)(1)(iv) of this section); and

(vi) Except as otherwise authorized in paragraph (c)(1)(v) of this section, requires the members of its governing body to be nominated and approved by the general membership of the organization, or by its permanent governing body; and

(vii) Is not subject to requirements under which its assets revert to the recipient upon dissolution; and

(viii) Is free to contract for goods and services from vendors of its own choosing.

(2) A CBDO that does not meet the criteria in paragraph (c)(1) of this section may also qualify as an eligible entity under this section if it meets one of the following requirements:

(i) Is an entity organized pursuant to section 301(d) of the Small Business Investment Act of 1958 (15 U.S.C. 681(d)), including those which are profit making; or

(ii) Is an SBA approved Section 501 State Development Company or Section 502 Local Development Company, or an SBA Certified Section 503 Company under the Small Business Investment Act of 1958, as amended; or

(iii) Is a Community Housing Development Organization (CHDO) under 24 CFR 92.2, designated as a CHDO by the HOME Investment Partnerships program participating jurisdiction, with a geographic area of operation of no more than one neighborhood, and has received HOME funds under 24 CFR 92.300 or is expected to receive HOME funds as described in and documented in accordance with 24 CFR 92.300(e).

(3) A CBDO that does not qualify under paragraph (c)(1) or (2) of this section may also be determined to qualify as an eligible entity under this section if the recipient demonstrates to the satisfaction of HUD, through the provision of information regarding the organization's charter and by-laws, that the organization is sufficiently similar in purpose, function, and scope to those entities qualifying under paragraph (c)(1) or (2) of this section.

[60 FR 1944, Jan. 5, 1995, as amended at 71 FR 30035, May 24, 2006]

§ 570.205 Eligible planning, urban environmental design and policy-planning-management-capacity building activities.

(a) Planning activities which consist of all costs of data gathering, studies, analysis, and preparation of plans and the identification of actions that will implement such plans, including, but not limited to:

(1) Comprehensive plans;

(2) Community development plans;

(3) Functional plans, in areas such as:

(i) Housing, including the development of a consolidated plan;

- (ii) Land use and urban environmental design;
- (iii) Economic development;
- (iv) Open space and recreation;
- (v) Energy use and conservation;
- (vi) Floodplain and wetlands management in accordance with the requirements of Executive Orders 11988 and 11990;
- (vii) Transportation;
- (viii) Utilities; and
- (ix) Historic preservation.

(4) Other plans and studies such as:

- (i) Small area and neighborhood plans;
- (ii) Capital improvements programs;
- (iii) Individual project plans (but excluding engineering and design costs related to a specific activity which are eligible as part of the cost of such activity under §§ 570.201-570.204);
- (iv) The reasonable costs of general environmental, urban environmental design and historic preservation studies; and general environmental assessment- and remediation-oriented planning related to properties with known or suspected environmental contamination. However, costs necessary to comply with 24 CFR part 58, including project specific environmental assessments and clearances for activities eligible for assistance under this part, are eligible as part of the cost of such activities under §§ 570.201-570.204. Costs for such specific assessments and clearances may also be incurred under this paragraph but would then be considered planning costs for the purposes of § 570.200(g);
- (v) Strategies and action programs to implement plans, including the development of codes, ordinances and regulations;
- (vi) Support of clearinghouse functions, such as those specified in Executive Order 12372; and
- (vii) Analysis of impediments to fair housing choice.
- (viii) Developing an inventory of properties with known or suspected environmental contamination.

(5) [Reserved]

(6) Policy—planning—management—capacity building activities which will enable the recipient to:

- (1) Determine its needs;
- (2) Set long-term goals and short-term objectives, including those related to urban environmental design;

- (3) Devise programs and activities to meet these goals and objectives;
- (4) Evaluate the progress of such programs and activities in accomplishing these goals and objectives; and
- (5) Carry out management, coordination and monitoring of activities necessary for effective planning implementation, but excluding the costs necessary to implement such plans.

[53 FR 34439, Sept. 6, 1988, as amended at 56 FR 56127, Oct. 31, 1991; 60 FR 1915, Jan. 5, 1995; 71 FR 30035, May 24, 2006]

§ 570.206 *Program administrative costs.*

Payment of reasonable administrative costs and carrying charges related to the planning and execution of community development activities assisted in whole or in part with funds provided under this part and, where applicable, housing activities (described in paragraph (g) of this section) covered in the recipient's housing assistance plan. This does not include staff and overhead costs directly related to carrying out activities eligible under § 570.201 through § 570.204, since those costs are eligible as part of such activities.

(a) *General management, oversight and coordination.* Reasonable costs of overall program management, coordination, monitoring, and evaluation. Such costs include, but are not necessarily limited to, necessary expenditures for the following:

(1) Salaries, wages, and related costs of the recipient's staff, the staff of local public agencies, or other staff engaged in program administration. In charging costs to this category the recipient may either include the entire salary, wages, and related costs allocable to the program of each person whose *primary* responsibilities with regard to the program involve program administration assignments, or the pro rata share of the salary, wages, and related costs of each person whose job includes *any* program administration assignments. The recipient may use only one of these methods during the program year (or the grant period for grants under subpart F). Program administration includes the following types of assignments:

- (i) Providing local officials and citizens with information about the program;
- (ii) Preparing program budgets and schedules, and amendments thereto;
- (iii) Developing systems for assuring compliance with program requirements;
- (iv) Developing interagency agreements and agreements with subrecipients and contractors to carry out program activities;
- (v) Monitoring program activities for progress and compliance with program requirements;
- (vi) Preparing reports and other documents related to the program for submission to HUD;
- (vii) Coordinating the resolution of audit and monitoring findings;
- (viii) Evaluating program results against stated objectives; and
- (ix) Managing or supervising persons whose primary responsibilities with regard to the program include such assignments as those described in paragraph (a)(1)(i) through (viii) of this section.

(2) Travel costs incurred for official business in carrying out the program;

(3) Administrative services performed under third party contracts or agreements, including such services as general legal services, accounting services, and audit services; and

(4) Other costs for goods and services required for administration of the program, including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance (but not purchase) of office space.

(b) *Public information.* The provisions of information and other resources to residents and citizen organizations participating in the planning, implementation, or assessment of activities being assisted with CDBG funds.

(c) *Fair housing activities.* Provision of fair housing services designed to further the fair housing objectives of the Fair Housing Act (42 U.S.C. 3601-20) by making all persons, without regard to race, color, religion, sex, national origin, familial status or handicap, aware of the range of housing opportunities available to them; other fair housing enforcement, education, and outreach activities; and other activities designed to further the housing objective of avoiding undue concentrations of assisted persons in areas containing a high proportion of low and moderate income persons.

(d) [Reserved]

(e) *Indirect costs.* Indirect costs may be charged to the CDBG program under a cost allocation plan prepared in accordance with 2 CFR PART 200 as applicable.

(f) *Submission of applications for federal programs.* Preparation of documents required for submission to HUD to receive funds under the CDBG and UDAG programs. In addition, CDBG funds may be used to prepare applications for other Federal programs where the recipient determines that such activities are necessary or appropriate to achieve its community development objectives.

(g) *Administrative expenses to facilitate housing.* CDBG funds may be used for necessary administrative expenses in planning or obtaining financing for housing as follows: for entitlement recipients, assistance authorized by this paragraph is limited to units which are identified in the recipient's HUD approved housing assistance plan; for HUD-administered small cities recipients, assistance authorized by the paragraph is limited to facilitating the purchase or occupancy of existing units which are to be occupied by low and moderate income households, or the construction of rental or owner units where at least 20 percent of the units in each project will be occupied at affordable rents/costs by low and moderate income persons. Examples of eligible actions are as follows:

(1) The cost of conducting preliminary surveys and analysis of market needs;

(2) Site and utility plans, narrative descriptions of the proposed construction, preliminary cost estimates, urban design documentation, and "sketch drawings," but excluding architectural, engineering, and other details ordinarily required for construction purposes, such as structural, electrical, plumbing, and mechanical details;

(3) Reasonable costs associated with development of applications for mortgage and insured loan commitments, including commitment fees, and of applications and proposals under the Section 8 Housing Assistance Payments Program pursuant to 24 CFR parts 880-883;

(4) Fees associated with processing of applications for mortgage or insured loan commitments under programs including those administered by HUD, Farmers Home Administration (FmHA), Federal National Mortgage Association (FNMA), and the Government National Mortgage Association (GNMA);

(5) The cost of issuance and administration of mortgage revenue bonds used to finance the acquisition, rehabilitation or construction of housing, but excluding costs associated with the payment or guarantee of the principal or interest on such bonds; and

(6) Special outreach activities which result in greater landlord participation in Section 8 Housing Assistance Payments Program-Existing Housing or similar programs for low and moderate income persons.

(h) *Section 17 of the United States Housing Act of 1937.* Reasonable costs equivalent to those described in paragraphs (a), (b), (e) and (f) of this section for overall program management of the Rental Rehabilitation and Housing Development programs authorized under section 17 of the United States Housing Act of 1937, whether or not such activities are otherwise assisted with funds provided under this part.

(i) Whether or not such activities are otherwise assisted by funds provided under this part, reasonable costs equivalent to those described in paragraphs (a), (b), (e), and (f) of this section for overall program management of:

(1) A Federally designated Empowerment Zone or Enterprise Community; and

(2) The HOME program under title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 note).

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 54 FR 37411, Sept. 8, 1989; 60 FR 56912, Nov. 9, 1995; 69 FR 32778, June 10, 2004]

§ 570.207 *Ineligible activities.*

The general rule is that any activity that is not authorized under the provisions of §§ 570.201-570.206 is ineligible to be assisted with CDBG funds. This section identifies specific activities that are ineligible and provides guidance in determining the eligibility of other activities frequently associated with housing and community development.

(a) The following activities may not be assisted with CDBG funds:

(1) *Buildings or portions thereof, used for the general conduct of government* as defined at § 570.3(d) cannot be assisted with CDBG funds. This does not include, however, the removal of architectural barriers under § 570.201(c) involving any such building. Also, where acquisition of real property includes an existing improvement which is to be used in the provision of a building for the general conduct of government, the portion of the acquisition cost attributable to the land is eligible, provided such acquisition meets a national objective described in § 570.208.

(2) *General government expenses.* Except as otherwise specifically authorized in this subpart or under 2 CFR PART 200—expenses required to carry out the regular responsibilities of the unit of general local government are not eligible for assistance under this part.

(3) *Political activities.* CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

(b) The following activities may not be assisted with CDBG funds unless authorized under provisions of § 570.203 or as otherwise specifically noted herein or when carried out by an entity under the provisions of § 570.204.

(1) *Purchase of equipment.* The purchase of equipment with CDBG funds is generally ineligible.

(i) *Construction equipment.* The purchase of construction equipment is ineligible, but compensation for the use of such equipment through leasing, depreciation, or use allowances pursuant to 2 CFR PART 200 as applicable for an otherwise eligible activity is an eligible use of CDBG funds. However, the purchase of construction equipment for use as part of a solid waste disposal facility is eligible under § 570.201(c).

(ii) *Fire protection equipment.* Fire protection equipment is considered for this purpose to be an integral part of a public facility and thus, purchase of such equipment would be eligible under § 570.201(c).

(iii) *Furnishings and personal property.* The purchase of equipment, fixtures, motor vehicles, furnishings, or other personal property not an integral structural fixture is generally ineligible. CDBG funds may be used, however, to purchase or to pay depreciation or use allowances (in accordance with 2 CFR PART 200 as applicable) for such items when necessary for use by a recipient or its subrecipients in the administration of activities assisted with CDBG funds, or when eligible as firefighting equipment, or when such items constitute all or part of a public service pursuant to § 570.201(e).

(2) *Operating and maintenance expenses.* The general rule is that any expense associated with repairing, operating or maintaining public facilities, improvements and services is ineligible. Specific exceptions to this general rule are operating and maintenance expenses associated with public service activities, interim assistance, and office space for program staff employed in carrying out the CDBG program. For example, the use of CDBG funds to pay the allocable costs of operating and maintaining a facility used in providing a public service would be eligible under § 570.201(e), even if no other costs of providing such a service are assisted with such funds. Examples of ineligible operating and maintenance expenses are:

(i) Maintenance and repair of publicly owned streets, parks, playgrounds, water and sewer facilities, neighborhood facilities, senior centers, centers for persons with a disabilities, parking and other public facilities and improvements. Examples of maintenance and repair activities for which CDBG funds may not be used include the filling of pot holes in streets, repairing of cracks in sidewalks, the mowing of recreational areas, and the replacement of expended street light bulbs; and

(ii) Payment of salaries for staff, utility costs and similar expenses necessary for the operation of public works and facilities.

(3) *New housing construction.* For the purpose of this paragraph, activities in support of the development of low or moderate income housing including clearance, site assemblage, provision of site improvements and provision of public improvements and certain housing pre-construction costs set forth in § 570.206(g), are not considered as activities to subsidize or assist new residential construction. CDBG funds may not be used for the construction of new permanent residential structures or for any program to subsidize or assist such new construction, except:

(i) As provided under the last resort housing provisions set forth in 24 CFR part 42;

(ii) As authorized under § 570.201(m) or (n);

(iii) When carried out by an entity pursuant to § 570.204(a);

(4) *Income payments.* The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, “income payments” means a series of subsistence-type grant payments made to an individual or family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three consecutive months to the provider of such items or services on behalf of an individual or family.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 56912, Nov. 9, 1995; 65 FR 70215, Nov. 21, 2000]

§ 570.208 *Criteria for national objectives.*

The following criteria shall be used to determine whether a CDBG-assisted activity complies with one or more of the national objectives as required under § 570.200(a)(2):

(a) *Activities benefiting low- and moderate-income persons.* Activities meeting the criteria in paragraph (a) (1), (2), (3), or (4) of this section as applicable, will be considered to benefit low and moderate income persons unless there is substantial evidence to the contrary. In assessing any such evidence, the full range of direct effects of the assisted activity will be considered. (The recipient shall appropriately ensure that activities that meet these criteria do not benefit moderate income persons to the exclusion of low income persons.)

(1) *Area benefit activities.* (i) An activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons. Such an area need not be coterminous with census tracts or other officially recognized boundaries but must be the entire area served by the activity. An activity that serves an area that is not primarily residential in character shall not qualify under this criterion.

(ii) For metropolitan cities and urban counties, an activity that would otherwise qualify under § 570.208(a)(1)(i), except that the area served contains less than 51 percent low- and moderate-income residents, will also be considered to meet the objective of benefiting low- and moderate-income persons where the proportion of such persons in the area is within the highest quartile of all areas in the recipient's jurisdiction in terms of the degree of concentration of such persons. This exception is inapplicable to non-entitlement CDBG grants in Hawaii. In applying this exception, HUD will determine the lowest proportion a recipient may use to qualify an area for this purpose, as follows:

(A) All census block groups in the recipient's jurisdiction shall be rank ordered from the block group of highest proportion of low and moderate income persons to the block group with the lowest. For urban counties, the rank ordering shall cover the entire area constituting the urban county and shall not be done separately for each participating unit of general local government.

(B) In any case where the total number of a recipient's block groups does not divide evenly by four, the block group which would be fractionally divided between the highest and second quartiles shall be considered to be part of the highest quartile.

(C) The proportion of low and moderate income persons in the last census block group in the highest quartile shall be identified. Any service area located within the recipient's jurisdiction and having a proportion of low and moderate income persons at or above this level shall be considered to be within the highest quartile.

(D) If block group data are not available for the entire jurisdiction, other data acceptable to the Secretary may be used in the above calculations.

(iii) An activity to develop, establish, and operate for up to two years after the establishment of, a uniform emergency telephone number system serving an area having less than the percentage of low- and moderate-income residents required under paragraph (a)(1)(i) of this section or (as applicable) paragraph (a)(1)(ii) of this section, provided the recipient obtains prior HUD approval. To obtain such approval, the recipient must:

(A) Demonstrate that the system will contribute significantly to the safety of the residents of the area. The request for approval must include a list of the emergency services that will participate in the emergency telephone number system;

(B) Submit information that serves as a basis for HUD to determine whether at least 51 percent of the use of the system will be by low- and moderate-income persons. As available, the recipient must provide information that identifies the total number of calls actually received over the preceding 12-month period for each of the emergency services to be covered by the emergency telephone number system and relates those calls to the geographic segment (expressed as nearly as possible in terms of census tracts, block numbering areas, block groups, or combinations thereof that are contained within the segment) of the service area from which the calls were generated. In analyzing this data to meet the requirements of this section, HUD will assume that the distribution of income among the callers generally reflects the income characteristics of the general population residing in the same geographic area where the callers reside. If HUD can conclude that the users have primarily consisted of low- and moderate-income persons, no further submission is needed by

the recipient. If a recipient plans to make other submissions for this purpose, it may request that HUD review its planned methodology before expending the effort to acquire the information it expects to use to make its case;

(C) Demonstrate that other Federal funds received by the recipient are insufficient or unavailable for a uniform emergency telephone number system. For this purpose, the recipient must submit a statement explaining whether the lack of funds is due to the insufficiency of the amount of the available funds, restrictions on the use of such funds, or the prior commitment of funds by the recipient for other purposes; and

(D) Demonstrate that the percentage of the total costs of the system paid for by CDBG funds does not exceed the percentage of low- and moderate-income persons in the service area of the system. For this purpose, the recipient must include a description of the boundaries of the service area of the emergency telephone number system, the census divisions that fall within the boundaries of the service area (census tracts or block numbering areas), the total number of persons and the total number of low- and moderate-income persons within each census division, the percentage of low- and moderate-income persons within the service area, and the total cost of the system.

(iv) An activity for which the assistance to a public improvement that provides benefits to all the residents of an area is limited to paying special assessments (as defined in § 570.200(c)) levied against residential properties owned and occupied by persons of low and moderate income.

(v) For purposes of determining qualification under this criterion, activities of the same type that serve different areas will be considered separately on the basis of their individual service area.

(vi) In determining whether there is a sufficiently large percentage of low- and moderate-income persons residing in the area served by an activity to qualify under paragraph (a)(1) (i), (ii), or (vii) of this section, the most recently available decennial census information must be used to the fullest extent feasible, together with the section 8 income limits that would have applied at the time the income information was collected by the Census Bureau. Recipients that believe that the census data does not reflect current relative income levels in an area, or where census boundaries do not coincide sufficiently well with the service area of an activity, may conduct (or have conducted) a current survey of the residents of the area to determine the percent of such persons that are low and moderate income. HUD will accept information obtained through such surveys, to be used in lieu of the decennial census data, where it determines that the survey was conducted in such a manner that the results meet standards of statistical reliability that are comparable to that of the decennial census data for areas of similar size. Where there is substantial evidence that provides a clear basis to believe that the use of the decennial census data would substantially overstate the proportion of persons residing there that are low and moderate income, HUD may require that the recipient rebut such evidence in order to demonstrate compliance with section 105(c)(2) of the Act.

(vii) Activities meeting the requirements of paragraph (d)(5)(i) of this section may be considered to qualify under this paragraph, provided that the area covered by the strategy is either a Federally-designated Empowerment Zone or Enterprise Community or primarily residential and contains a percentage of low- and moderate-income residents that is no less than the percentage computed by HUD pursuant to paragraph (a)(1)(ii) of this section or 70 percent, whichever is less, but in no event less than 51 percent. Activities meeting the requirements of paragraph (d)(6)(i) of this section may also be considered to qualify under paragraph (a)(1) of this section.

(2) *Limited clientele activities.* (i) An activity which benefits a limited clientele, at least 51 percent of whom are low- or moderate-income persons. (The following kinds of activities may not qualify under paragraph (a)(2) of this section: activities, the benefits of which are available to all the residents of an area; activities involving the acquisition, construction or rehabilitation of property for housing; or activities where the benefit to low- and moderate-income persons to be considered is the creation or retention of jobs, except as provided in paragraph (a)(2)(iv) of this section.) To qualify under paragraph (a)(2) of this section, the activity must meet one of the following tests:

(A) Benefit a clientele who are generally presumed to be principally low and moderate income persons. Activities that exclusively serve a group of persons in any one or a combination of the following categories may be presumed to benefit persons, 51 percent of whom are low- and moderate-income: abused children, battered spouses, elderly persons, adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled," homeless persons, illiterate adults, persons living with AIDS, and migrant farm workers; or

(B) Require information on family size and income so that it is evident that at least 51 percent of the clientele are persons whose family income does not exceed the low and moderate income limit; or

(C) Have income eligibility requirements which limit the activity exclusively to low and moderate income persons; or

(D) Be of such nature and be in such location that it may be concluded that the activity's clientele will primarily be low and moderate income persons.

(ii) An activity that serves to remove material or architectural barriers to the mobility or accessibility of elderly persons or of adults meeting the Bureau of the Census' Current Population Reports definition of "severely disabled" will be presumed to qualify under this criterion if it is restricted, to the extent practicable, to the removal of such barriers by assisting:

(A) The reconstruction of a public facility or improvement, or portion thereof, that does not qualify under paragraph (a)(1) of this section;

(B) The rehabilitation of a privately owned nonresidential building or improvement that does not qualify under paragraph (a)(1) or (4) of this section; or

(C) The rehabilitation of the common areas of a residential structure that contains more than one dwelling unit and that does not qualify under paragraph (a)(3) of this section.

(iii) A microenterprise assistance activity carried out in accordance with the provisions of § 570.201(o) with respect to those owners of microenterprises and persons developing microenterprises assisted under the activity during each program year who are low- and moderate-income persons. For purposes of this paragraph, persons determined to be low and moderate income may be presumed to continue to qualify as such for up to a three-year period.

(iv) An activity designed to provide job training and placement and/or other employment support services, including, but not limited to, peer support programs, counseling, child care, transportation, and other similar services, in which the percentage of low- and moderate-income persons assisted is less than 51 percent may qualify under this paragraph in the following limited circumstance:

(A) In such cases where such training or provision of supportive services assists business(es), the only use of CDBG assistance for the project is to provide the job training and/or supportive services; and

(B) The proportion of the total cost of the project borne by CDBG funds is no greater than the proportion of the total number of persons assisted who are low or moderate income.

(3) *Housing activities.* An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households. This would include, but not necessarily be limited to, the acquisition or rehabilitation of property by the recipient, a subrecipient, a developer, an individual homebuyer, or an individual homeowner; conversion of nonresidential structures; and new housing construction. If the structure contains two dwelling units, at least one must be so occupied, and if the structure contains more than two dwelling units, at least 51 percent of the units must be so occupied. Where two or more rental buildings being assisted are or will be located on the same or contiguous properties, and the buildings will be under common ownership and management, the

grouped buildings may be considered for this purpose as a single structure. Where housing activities being assisted meet the requirements of paragraph § 570.208 (d)(5)(ii) or (d)(6)(ii) of this section, all such housing may also be considered for this purpose as a single structure. For rental housing, occupancy by low and moderate income households must be at affordable rents to qualify under this criterion. The recipient shall adopt and make public its standards for determining “affordable rents” for this purpose. The following shall also qualify under this criterion:

(i) When less than 51 percent of the units in a structure will be occupied by low and moderate income households, CDBG assistance may be provided in the following limited circumstances:

(A) The assistance is for an eligible activity to reduce the development cost of the new construction of a multifamily, non-elderly rental housing project;

(B) Not less than 20 percent of the units will be occupied by low and moderate income households at affordable rents; and

(C) The proportion of the total cost of developing the project to be borne by CDBG funds is no greater than the proportion of units in the project that will be occupied by low and moderate income households.

(ii) When CDBG funds are used to assist rehabilitation eligible under § 570.202(b)(9) or (10) in direct support of the recipient's Rental Rehabilitation program authorized under 24 CFR part 511, such funds shall be considered to benefit low and moderate income persons where not less than 51 percent of the units assisted, or to be assisted, by the recipient's Rental Rehabilitation program overall are for low and moderate income persons.

(iii) When CDBG funds are used for housing services eligible under § 570.201(k), such funds shall be considered to benefit low- and moderate-income persons if the housing units for which the services are provided are HOME-assisted and the requirements at 24 CFR 92.252 or 92.254 are met.

(4) *Job creation or retention activities.* An activity designed to create or retain permanent jobs where at least 51 percent of the jobs, computed on a full time equivalent basis, involve the employment of low- and moderate-income persons. To qualify under this paragraph, the activity must meet the following criteria:

(i) For an activity that creates jobs, the recipient must document that at least 51 percent of the jobs will be held by, or will be available to, low- and moderate-income persons.

(ii) For an activity that retains jobs, the recipient must document that the jobs would actually be lost without the CDBG assistance and that either or both of the following conditions apply with respect to at least 51 percent of the jobs at the time the CDBG assistance is provided:

(A) The job is known to be held by a low- or moderate-income person; or

(B) The job can reasonably be expected to turn over within the following two years and that steps will be taken to ensure that it will be filled by, or made available to, a low- or moderate-income person upon turnover.

(iii) Jobs that are not held or filled by a low- or moderate-income person may be considered to be available to low- and moderate-income persons for these purposes only if:

(A) Special skills that can only be acquired with substantial training or work experience or education beyond high school are not a prerequisite to fill such jobs, or the business agrees to hire unqualified persons and provide training; and

(B) The recipient and the assisted business take actions to ensure that low- and moderate-income persons receive first consideration for filling such jobs.

(iv) For purposes of determining whether a job is held by or made available to a low- or moderate-income person, the person may be presumed to be a low- or moderate-income person if:

(A) He/she resides within a census tract (or block numbering area) that either:

(1) Meets the requirements of paragraph (a)(4)(v) of this section; or

(2) Has at least 70 percent of its residents who are low- and moderate-income persons; or

(B) The assisted business is located within a census tract (or block numbering area) that meets the requirements of paragraph (a)(4)(v) of this section and the job under consideration is to be located within that census tract.

(v) A census tract (or block numbering area) qualifies for the presumptions permitted under paragraphs (a)(4)(iv)(A)(1) and (B) of this section if it is either part of a Federally-designated Empowerment Zone or Enterprise Community or meets the following criteria:

(A) It has a poverty rate of at least 20 percent as determined by the most recently available decennial census information;

(B) It does not include any portion of a central business district, as this term is used in the most recent Census of Retail Trade, unless the tract has a poverty rate of at least 30 percent as determined by the most recently available decennial census information; and

(C) It evidences pervasive poverty and general distress by meeting at least one of the following standards:

(1) All block groups in the census tract have poverty rates of at least 20 percent;

(2) The specific activity being undertaken is located in a block group that has a poverty rate of at least 20 percent; or

(3) Upon the written request of the recipient, HUD determines that the census tract exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness, abandoned housing, and deteriorated infrastructure or substantial population decline.

(vi) As a general rule, each assisted business shall be considered to be a separate activity for purposes of determining whether the activity qualifies under this paragraph, except:

(A) In certain cases such as where CDBG funds are used to acquire, develop or improve a real property (e.g., a business incubator or an industrial park) the requirement may be met by measuring jobs in the aggregate for all the businesses which locate on the property, provided such businesses are not otherwise assisted by CDBG funds.

(B) Where CDBG funds are used to pay for the staff and overhead costs of an entity making loans to businesses exclusively from non-CDBG funds, this requirement may be met by aggregating the jobs created by all of the businesses receiving loans during each program year.

(C) Where CDBG funds are used by a recipient or subrecipient to provide technical assistance to businesses, this requirement may be met by aggregating the jobs created or retained by all of the businesses receiving technical assistance during each program year.

(D) Where CDBG funds are used for activities meeting the criteria listed at § 570.209(b)(2)(v), this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG

assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(E) Where CDBG funds are used by a Community Development Financial Institution to carry out activities for the purpose of creating or retaining jobs, this requirement may be met by aggregating the jobs created or retained by all businesses for which CDBG assistance is obligated for such activities during the program year, except as provided at paragraph (d)(7) of this section.

(F) Where CDBG funds are used for public facilities or improvements which will result in the creation or retention of jobs by more than one business, this requirement may be met by aggregating the jobs created or retained by all such businesses as a result of the public facility or improvement.

(1) Where the public facility or improvement is undertaken principally for the benefit of one or more particular businesses, but where other businesses might also benefit from the assisted activity, the requirement may be met by aggregating only the jobs created or retained by those businesses for which the facility/improvement is principally undertaken, provided that the cost (in CDBG funds) for the facility/improvement is less than \$10,000 per permanent full-time equivalent job to be created or retained by those businesses.

(2) In any case where the cost per job to be created or retained (as determined under paragraph (a)(4)(vi)(F)(1) of this section) is \$10,000 or more, the requirement must be met by aggregating the jobs created or retained as a result of the public facility or improvement by all businesses in the service area of the facility/improvement. This aggregation must include businesses which, as a result of the public facility/improvement, locate or expand in the service area of the facility/improvement between the date the recipient identifies the activity in its action plan under part 91 of this title and the date one year after the physical completion of the facility/improvement. In addition, the assisted activity must comply with the public benefit standards at § 570.209(b).

(b) *Activities which aid in the prevention or elimination of slums or blight.* Activities meeting one or more of the following criteria, in the absence of substantial evidence to the contrary, will be considered to aid in the prevention or elimination of slums or blight:

(1) *Activities to address slums or blight on an area basis.* An activity will be considered to address prevention or elimination of slums or blight in an area if:

(i) The area, delineated by the recipient, meets a definition of a slum, blighted, deteriorated or deteriorating area under State or local law;

(ii) The area also meets the conditions in either paragraph (A) or (B):

(A) At least 25 percent of properties throughout the area experience one or more of the following conditions:

(1) Physical deterioration of buildings or improvements;

(2) Abandonment of properties;

(3) Chronic high occupancy turnover rates or chronic high vacancy rates in commercial or industrial buildings;

(4) Significant declines in property values or abnormally low property values relative to other areas in the community; or

(5) Known or suspected environmental contamination.

(B) The public improvements throughout the area are in a general state of deterioration.

(iii) Documentation is to be maintained by the recipient on the boundaries of the area and the conditions and standards used that qualified the area at the time of its designation. The recipient shall establish definitions of the conditions listed at § 570.208(b)(1)(ii)(A), and maintain records to substantiate how the area met the slums or blighted criteria. The designation of an area as slum or blighted under this section is required to be re-determined every 10 years for continued qualification. Documentation must be retained pursuant to the recordkeeping requirements contained at § 570.506 (b)(8)(ii).

(iv) The assisted activity addresses one or more of the conditions which contributed to the deterioration of the area. Rehabilitation of residential buildings carried out in an area meeting the above requirements will be considered to address the area's deterioration only where each such building rehabilitated is considered substandard under local definition before rehabilitation, and all deficiencies making a building substandard have been eliminated if less critical work on the building is undertaken. At a minimum, the local definition for this purpose must be such that buildings that it would render substandard would also fail to meet the housing quality standards for the Section 8 Housing Assistance Payments Program-Existing Housing (24 CFR 882.109).

(2) *Activities to address slums or blight on a spot basis.* The following activities may be undertaken on a spot basis to eliminate specific conditions of blight, physical decay, or environmental contamination that are not located in a slum or blighted area: acquisition; clearance; relocation; historic preservation; remediation of environmentally contaminated properties; or rehabilitation of buildings or improvements. However, rehabilitation must be limited to eliminating those conditions that are detrimental to public health and safety. If acquisition or relocation is undertaken, it must be a precursor to another eligible activity (funded with CDBG or other resources) that directly eliminates the specific conditions of blight or physical decay, or environmental contamination.

(3) *Activities to address slums or blight in an urban renewal area.* An activity will be considered to address prevention or elimination of slums or blight in an urban renewal area if the activity is:

(i) Located within an urban renewal project area or Neighborhood Development Program (NDP) action area; i.e., an area in which funded activities were authorized under an urban renewal Loan and Grant Agreement or an annual NDP Funding Agreement, pursuant to title I of the Housing Act of 1949; and

(ii) Necessary to complete the urban renewal plan, as then in effect, including *initial* land redevelopment permitted by the plan.

NOTE: Despite the restrictions in (b) (1) and (2) of this section, any rehabilitation activity which benefits low and moderate income persons pursuant to paragraph (a)(3) of this section can be undertaken without regard to the area in which it is located or the extent or nature of rehabilitation assisted.

(c) *Activities designed to meet community development needs having a particular urgency.* In the absence of substantial evidence to the contrary, an activity will be considered to address this objective if the recipient certifies that the activity is designed to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community which are of recent origin or which recently became urgent, that the recipient is unable to finance the activity on its own, and that other sources of funding are not available. A condition will generally be considered to be of recent origin if it developed or became critical within 18 months preceding the certification by the recipient.

(d) *Additional criteria.* (1) Where the assisted activity is acquisition of real property, a preliminary determination of whether the activity addresses a national objective may be based on the planned use of the property after acquisition. A final determination shall be based on the actual use of the property, excluding any short-term, temporary use. Where the acquisition is for the purpose of clearance which will eliminate specific conditions of blight or physical decay, the clearance activity shall be considered the actual use of the property. However, any subsequent use or disposition of the cleared property shall be treated as a "change of use" under § 570.505.

(2) Where the assisted activity is relocation assistance that the recipient is required to provide, such relocation assistance shall be considered to address the same national objective as is addressed by the displacing activity. Where the relocation assistance is voluntary on the part of the grantee the recipient may qualify the assistance either on the basis of the national objective addressed by the displacing activity or on the basis that the recipients of the relocation assistance are low and moderate income persons.

(3) In any case where the activity undertaken for the purpose of creating or retaining jobs is a public improvement and the area served is primarily residential, the activity must meet the requirements of paragraph (a)(1) of this section as well as those of paragraph (a)(4) of this section in order to qualify as benefiting low and moderate income persons.

(4) CDBG funds expended for planning and administrative costs under § 570.205 and § 570.206 will be considered to address the national objectives.

(5) Where the grantee has elected to prepare an area revitalization strategy pursuant to the authority of § 91.215(e) of this title and HUD has approved the strategy, the grantee may also elect the following options:

(i) Activities undertaken pursuant to the strategy for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities in the area for which, pursuant to the strategy, CDBG assistance is obligated during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(6) Where CDBG-assisted activities are carried out by a Community Development Financial Institution whose charter limits its investment area to a primarily residential area consisting of at least 51 percent low- and moderate-income persons, the grantee may also elect the following options:

(i) Activities carried out by the Community Development Financial Institution for the purpose of creating or retaining jobs may, at the option of the grantee, be considered to meet the requirements of this paragraph under the criteria at paragraph (a)(1)(vii) of this section in lieu of the criteria at paragraph (a)(4) of this section; and

(ii) All housing activities for which the Community Development Financial Institution obligates CDBG assistance during the program year may be considered to be a single structure for purposes of applying the criteria at paragraph (a)(3) of this section.

(7) Where an activity meeting the criteria at § 570.209(b)(2)(v) may also meet the requirements of either paragraph (d)(5)(i) or (d)(6)(i) of this section, the grantee may elect to qualify the activity under either the area benefit criteria at paragraph (a)(1)(vii) of this section or the job aggregation criteria at paragraph (a)(4)(vi)(D) of this section, but not both. Where an activity may meet the job aggregation criteria at both paragraphs (a)(4)(vi)(D) and (E) of this section, the grantee may elect to qualify the activity under either criterion, but not both.

[53 FR 34439, Sept. 6, 1988; 53 FR 41330, Oct. 21, 1988, as amended at 60 FR 1945, Jan. 5, 1995; 60 FR 17445, Apr. 6, 1995; 60 FR 56912, Nov. 9, 1995; 61 FR 18674, Apr. 29, 1996; 71 FR 30035, May 24, 2006; 72 FR 46370, Aug. 17, 2007]

§ 570.209 Guidelines for evaluating and selecting economic development projects.

The following guidelines are provided to assist the recipient to evaluate and select activities to be carried out for economic development purposes. Specifically, these guidelines are applicable to activities that are eligible for CDBG assistance under § 570.203. These guidelines also apply to activities carried out under the authority

of § 570.204 that would otherwise be eligible under § 570.203, were it not for the involvement of a Community-Based Development Organization (CBDO). (This would include activities where a CBDO makes loans to for-profit businesses.) These guidelines are composed of two components: guidelines for evaluating project costs and financial requirements; and standards for evaluating public benefit. The standards for evaluating public benefit are *mandatory*, but the guidelines for evaluating projects costs and financial requirements are not.

(a) *Guidelines and objectives for evaluating project costs and financial requirements.* HUD has developed guidelines that are designed to provide the recipient with a framework for financially underwriting and selecting CDBG-assisted economic development projects which are financially viable and will make the most effective use of the CDBG funds. These guidelines, also referred to as the underwriting guidelines, are published as appendix A to this part. The use of the underwriting guidelines published by HUD is not mandatory. However, grantees electing not to use these guidelines would be expected to conduct basic financial underwriting prior to the provision of CDBG financial assistance to a for-profit business. Where appropriate, HUD's underwriting guidelines recognize that different levels of review are appropriate to take into account differences in the size and scope of a proposed project, and in the case of a microenterprise or other small business to take into account the differences in the capacity and level of sophistication among businesses of differing sizes. Recipients are encouraged, when they develop their own programs and underwriting criteria, to also take these factors into account. The objectives of the underwriting guidelines are to ensure:

- (1) That project costs are reasonable;
- (2) That all sources of project financing are committed;
- (3) That to the extent practicable, CDBG funds are not substituted for non-Federal financial support;
- (4) That the project is financially feasible;
- (5) That to the extent practicable, the return on the owner's equity investment will not be unreasonably high; and
- (6) That to the extent practicable, CDBG funds are disbursed on a pro rata basis with other finances provided to the project.

(b) *Standards for evaluating public benefit.* The grantee is responsible for making sure that at least a minimum level of public benefit is obtained from the expenditure of CDBG funds under the categories of eligibility governed by these guidelines. The standards set forth below identify the types of public benefit that will be recognized for this purpose and the minimum level of each that must be obtained for the amount of CDBG funds used. Unlike the guidelines for project costs and financial requirements covered under paragraph (a) of this section, the use of the standards for public benefit is mandatory. Certain public facilities and improvements eligible under § 570.201(c) of the regulations, which are undertaken for economic development purposes, are also subject to these standards, as specified in § 570.208(a)(4)(vi)(F)(2).

(1) *Standards for activities in the aggregate.* Activities covered by these guidelines must, in the aggregate, either:

- (i) Create or retain at least one full-time equivalent, permanent job per \$35,000 of CDBG funds used; or
- (ii) Provide goods or services to residents of an area, such that the number of low- and moderate-income persons residing in the areas served by the assisted businesses amounts to at least one low- and moderate-income person per \$350 of CDBG funds used.

(2) *Applying the aggregate standards.* (i) A metropolitan city, an urban county, a non-entitlement CDBG grantee in Hawaii, or an Insular Area shall apply the aggregate standards under paragraph (b)(1) of this

section to all applicable activities for which CDBG funds are first obligated within each single CDBG program year, without regard to the source year of the funds used for the activities. For Insular Areas, the preceding sentence applies to grants received in program years after Fiscal Year 2004. A grantee under the HUD-administered Small Cities Program, or Insular Areas CDBG grants prior to Fiscal Year 2005, shall apply the aggregate standards under paragraph (b)(1) of this section to all funds obligated for applicable activities from a given grant; program income obligated for applicable activities will, for these purposes, be aggregated with the most recent open grant. For any time period in which a community has no open HUD-administered or Insular Areas grants, the aggregate standards shall be applied to all applicable activities for which program income is obligated during that period.

(ii) The grantee shall apply the aggregate standards to the number of jobs to be created/retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, the grantee may elect to count the activity under either the jobs standard or the area residents standard, but not both.

(iv) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the aggregate standards.

(v) Any activity subject to these guidelines which meets one or more of the following criteria may, at the grantee's option, be excluded from the aggregate standards described in paragraph (b)(1) of this section:

(A) Provides jobs exclusively for unemployed persons or participants in one or more of the following programs:

(1) Jobs Training Partnership Act (JTPA);

(2) Jobs Opportunities for Basic Skills (JOBS); or

(3) Aid to Families with Dependent Children (AFDC);

(B) Provides jobs predominantly for residents of Public and Indian Housing units;

(C) Provides jobs predominantly for homeless persons;

(D) Provides jobs predominantly for low-skilled, low- and moderate-income persons, where the business agrees to provide clear opportunities for promotion and economic advancement, such as through the provision of training;

(E) Provides jobs predominantly for persons residing within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

(F) Provides assistance to business(es) that operate(s) within a census tract (or block numbering area) that has at least 20 percent of its residents who are in poverty;

(G) Stabilizes or revitalizes a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

(H) Provides assistance to a Community Development Financial Institution that serve an area that is predominantly low- and moderate-income persons;

(I) Provides assistance to a Community-Based Development Organization serving a neighborhood that has at least 70 percent of its residents who are low- and moderate-income;

(J) Provides employment opportunities that are an integral component of a project designed to promote spatial deconcentration of low- and moderate-income and minority persons;

(K) With prior HUD approval, provides substantial benefit to low-income persons through other innovative approaches;

(L) Provides services to the residents of an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title;

(M) Creates or retains jobs through businesses assisted in an area pursuant to a strategy approved by HUD under the provisions of § 91.215(e) of this title.

(N) Directly involves the economic development or redevelopment of environmentally contaminated properties.

(3) *Standards for individual activities.* Any activity subject to these guidelines which falls into one or more of the following categories will be considered by HUD to provide insufficient public benefit, and therefore may under no circumstances be assisted with CDBG funds:

(i) The amount of CDBG assistance exceeds either of the following, as applicable:

(A) \$50,000 per full-time equivalent, permanent job created or retained; or

(B) \$1,000 per low- and moderate-income person to which goods or services are provided by the activity.

(ii) The activity consists of or includes any of the following:

(A) General promotion of the community as a whole (as opposed to the promotion of specific areas and programs);

(B) Assistance to professional sports teams;

(C) Assistance to privately-owned recreational facilities that serve a predominantly higher-income clientele, where the recreational benefit to users or members clearly outweighs employment or other benefits to low- and moderate-income persons;

(D) Acquisition of land for which the specific proposed use has not yet been identified; and

(E) Assistance to a for-profit business while that business or any other business owned by the same person(s) or entity(ies) is the subject of unresolved findings of noncompliance relating to previous CDBG assistance provided by the recipient.

(4) *Applying the individual activity standards.* (i) Where an activity is expected both to create or retain jobs and to provide goods or services to residents of an area, it will be disqualified only if the amount of CDBG assistance exceeds both of the amounts in paragraph (b)(3)(i) of this section.

(ii) The individual activity standards in paragraph (b)(3)(i) of this section shall be applied to the number of jobs to be created or retained, or to the number of persons residing in the area served (as applicable), as determined at the time funds are obligated to activities.

(iii) Where CDBG assistance for an activity is limited to job training and placement and/or other employment support services, the jobs assisted with CDBG funds shall be considered to be created or retained jobs for the purposes of applying the individual activity standards in paragraph (b)(3)(i) of this section.

(c) *Amendments to economic development projects after review determinations.* If, after the grantee enters into a contract to provide assistance to a project, the scope or financial elements of the project change to the extent that a significant contract amendment is appropriate, the project should be reevaluated under these and the recipient's guidelines. (This would include, for example, situations where the business requests a change in the amount or terms of assistance being provided, or an extension to the loan payment period required in the contract.) If a reevaluation of the project indicates that the financial elements and public benefit to be derived have also substantially changed, then the recipient should make appropriate adjustments in the amount, type, terms or conditions of CDBG assistance which has been offered, to reflect the impact of the substantial change. (For example, if a change in the project elements results in a substantial reduction of the total project costs, it may be appropriate for the recipient to reduce the amount of total CDBG assistance.) If the amount of CDBG assistance provided to the project is increased, the amended project must still comply with the public benefit standards under paragraph (b) of this section.

(d) *Documentation.* The grantee must maintain sufficient records to demonstrate the level of public benefit, based on the above standards, that is actually achieved upon completion of the CDBG-assisted economic development activity(ies) and how that compares to the level of such benefit anticipated when the CDBG assistance was obligated. If the grantee's actual results show a pattern of substantial variation from anticipated results, the grantee is expected to take all actions reasonably within its control to improve the accuracy of its projections. If the actual results demonstrate that the recipient has failed the public benefit standards, HUD may require the recipient to meet more stringent standards in future years as appropriate.

[60 FR 1947, Jan. 5, 1995, as amended at 60 FR 17445, Apr. 6, 1995; 71 FR 30035, May 24, 2006; 72 FR 12535, Mar. 15, 2007; 72 FR 46370, Aug. 17, 2007]

§ 570.210 Prohibition on use of assistance for employment relocation activities.

(a) *Prohibition.* CDBG funds may not be used to directly assist a business, including a business expansion, in the relocation of a plant, facility, or operation from one LMA to another LMA if the relocation is likely to result in a significant loss of jobs in the LMA from which the relocation occurs.

(b) *Definitions.* The following definitions apply to this section:

(1) *Directly assist.* Directly assist means the provision of CDBG funds for activities pursuant to:

(i) § 570.203(b); or

(ii) §§ 570.201(a)-(d), 570.201(l), 570.203(a), or § 570.204 when the grantee, subrecipient, or, in the case of an activity carried out pursuant to § 570.204, a Community Based Development Organization (CDBO) enters into an agreement with a business to undertake one or more of these activities as a condition of the business relocating a facility, plant, or operation to the grantee's LMA. Provision of public facilities and indirect assistance that will provide benefit to multiple businesses does not fall under the definition of "directly assist," unless it includes the provision of infrastructure to aid a specific business that is the subject of an agreement with the specific assisted business.

(2) *Labor market area (LMA).* For metropolitan areas, an LMA is an area defined as such by the BLS. An LMA is an economically integrated geographic area within which individuals can live and find employment within a reasonable distance or can readily change employment without changing their place of residence. In addition, LMAs are non-overlapping and geographically exhaustive. For metropolitan areas, grantees must use employment data, as defined by the BLS, for the LMA in which the affected business is currently located and from which current jobs may be lost. For non-metropolitan areas, an LMA is either an area defined by

the BLS as an LMA, or a state may choose to combine non-metropolitan LMAs. States are required to define or reaffirm prior definitions of their LMAs on an annual basis and retain records to substantiate such areas prior to any business relocation that would be impacted by this rule. Metropolitan LMAs cannot be combined, nor can a non-metropolitan LMA be combined with a metropolitan LMA. For the HUD-administered Small Cities Program, each of the three participating counties in Hawaii will be considered to be its own LMA. Recipients of Fiscal Year 1999 Small Cities Program funding in New York will follow the requirements for State CDBG recipients.

(3) *Operation.* A business operation includes, but is not limited to, any equipment, employment opportunity, production capacity or product line of the business.

(4) *Significant loss of jobs.* (i) A loss of jobs is significant if: The number of jobs to be lost in the LMA in which the affected business is currently located is equal to or greater than one-tenth of one percent of the total number of persons in the labor force of that LMA; or in all cases, a loss of 500 or more jobs. Notwithstanding the aforementioned, a loss of 25 jobs or fewer does not constitute a significant loss of jobs.

(ii) A job is considered to be lost due to the provision of CDBG assistance if the job is relocated within three years of the provision of assistance to the business; or the time period within which jobs are to be created as specified by the agreement between the business and the recipient if it is longer than three years.

(c) *Written agreement.* Before directly assisting a business with CDBG funds, the recipient, subrecipient, or a CDBO (in the case of an activity carried out pursuant to § 570.204) shall sign a written agreement with the assisted business. The written agreement shall include:

(1) *Statement.* A statement from the assisted business as to whether the assisted activity will result in the relocation of any industrial or commercial plant, facility, or operation from one LMA to another, and, if so, the number of jobs that will be relocated from each LMA;

(2) *Required information.* If the assistance will not result in a relocation covered by this section, a certification from the assisted business that neither it, nor any of its subsidiaries, has plans to relocate jobs at the time the agreement is signed that would result in a significant job loss as defined in this rule; and

(3) *Reimbursement of assistance.* The agreement shall provide for reimbursement of any assistance provided to, or expended on behalf of, the business in the event that assistance results in a relocation prohibited under this section.

(d) *Assistance not covered by this section.* This section does not apply to:

(1) *Relocation assistance.* Relocation assistance required by the Uniform Assistance and Real Property Acquisition Policies Act of 1970, (URA) (42 U.S.C. 4601-4655);

(2) *Microenterprises.* Assistance to microenterprises as defined by Section 102(a)(22) of the Housing and Community Development Act of 1974; and

(3) *Arms-length transactions.* Assistance to a business that purchases business equipment, inventory, or other physical assets in an arms-length transaction, including the assets of an existing business, provided that the purchase does not result in the relocation of the sellers' business operation (including customer base or list, goodwill, product lines, or trade names) from one LMA to another LMA and does not produce a significant loss of jobs in the LMA from which the relocation occurs.

[70 FR 76369, Dec. 23, 2005]

Subpart K—Other Program Requirements

SOURCE: 53 FR 34456, Sept. 6, 1988, unless otherwise noted.

§ 570.600 *General.*

(a) This subpart K enumerates laws that the Secretary will treat as applicable to grants made under section 106 of the Act, other than grants to states made pursuant to section 106(d) of the Act, for purposes of the Secretary's determinations under section 104(e)(1) of the Act, including statutes expressly made applicable by the Act and certain other statutes and Executive Orders for which the Secretary has enforcement responsibility. This subpart K applies to grants made under the Insular Areas Program in § 570.405 and § 570.440 with the exception of § 570.612. The absence of mention herein of any other statute for which the Secretary does not have direct enforcement responsibility is not intended to be taken as an indication that, in the Secretary's opinion, such statute or Executive Order is not applicable to activities assisted under the Act. For laws that the Secretary will treat as applicable to grants made to states under section 106(d) of the Act for purposes of the determination required to be made by the Secretary pursuant to section 104(e)(2) of the Act, see § 570.487.

(b) This subpart also sets forth certain additional program requirements which the Secretary has determined to be applicable to grants provided under the Act as a matter of administrative discretion.

(c) In addition to grants made pursuant to section 106(b) and 106(d)(2)(B) of the Act (subparts D and F, respectively), the requirements of this subpart K are applicable to grants made pursuant to sections 107 and 119 of the Act (subparts E and G, respectively), and to loans guaranteed pursuant to subpart M.

[53 FR 34456, Sept. 6, 1988, as amended at 61 FR 11477, Mar. 20, 1996; 72 FR 12536, Mar. 15, 2007]

§ 570.601 *Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.*

(a) The following requirements apply according to sections 104(b) and 107 of the Act:

(1) Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), and implementing regulations in 24 CFR part 1.

(2) Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620). In accordance with the Fair Housing Act, the Secretary requires that grantees administer all programs and activities related to housing and community development in a manner to affirmatively further the policies of the Fair Housing Act. Furthermore, in accordance with section 104(b)(2) of the Act, for each community receiving a grant under subpart D of this part, the certification that the grantee will affirmatively further fair housing shall specifically require the grantee to assume the responsibility of fair housing planning by conducting an analysis to identify impediments to fair housing choice within its jurisdiction, taking appropriate actions to overcome the effects of any impediments identified through that analysis, and maintaining records reflecting the analysis and actions in this regard.

(b) Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply.

[61 FR 11477, Mar. 20, 1996]

§ 570.602 *Section 109 of the Act.*

Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section

504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.

[64 FR 3802, Jan. 25, 1999]

§ 570.603 Labor standards.

(a) Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies. However, these requirements apply to the rehabilitation of residential property only if such property contains not less than 8 units.

(b) The regulations in 24 CFR part 70 apply to the use of volunteers.

[61 FR 11477, Mar. 20, 1996]

§ 570.604 Environmental standards.

For purposes of section 104(g) of the Act, the regulations in 24 CFR part 58 specify the other provisions of law which further the purposes of the National Environmental Policy Act of 1969, and the procedures by which grantees must fulfill their environmental responsibilities. In certain cases, grantees assume these environmental review, decision making, and action responsibilities by execution of grant agreements with the Secretary.

[61 FR 11477, Mar. 20, 1996]

§ 570.605 National Flood Insurance Program.

Notwithstanding the date of HUD approval of the recipient's application (or, in the case of grants made under subpart D of this part or HUD-administered small cities recipients in Hawaii, the date of submission of the grantee's consolidated plan, in accordance with 24 CFR part 91), section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under this part 570.

[61 FR 11477, Mar. 20, 1996]

§ 570.606 Displacement, relocation, acquisition, and replacement of housing.

(a) *General policy for minimizing displacement.* Consistent with the other goals and objectives of this part, grantees (or States or state recipients, as applicable) shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of activities assisted under this part.

(b) *Relocation assistance for displaced persons at URA levels.* (1) A displaced person shall be provided with relocation assistance at the levels described in, and in accordance with the requirements of 49 CFR part 24, which contains the government-wide regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601-4655).

(2) *Displaced person.* (i) For purposes of paragraph (b) of this section, the term “ *displaced person* ” means any person (family, individual, business, nonprofit organization, or farm) that moves from real property, or moves his or her personal property from real property, permanently and involuntarily, as a direct result of

rehabilitation, demolition, or acquisition for an activity assisted under this part. A permanent, involuntary move for an assisted activity includes a permanent move from real property that is made:

(A) After notice by the grantee (or the state recipient, if applicable) to move permanently from the property, if the move occurs after the initial official submission to HUD (or the State, as applicable) for grant, loan, or loan guarantee funds under this part that are later provided or granted.

(B) After notice by the property owner to move permanently from the property, if the move occurs after the date of the submission of a request for financial assistance by the property owner (or person in control of the site) that is later approved for the requested activity.

(C) Before the date described in paragraph (b)(2)(i)(A) or (B) of this section, if either HUD or the grantee (or State, as applicable) determines that the displacement directly resulted from acquisition, rehabilitation, or demolition for the requested activity.

(D) After the “initiation of negotiations” if the person is the tenant-occupant of a dwelling unit and any one of the following three situations occurs:

(1) The tenant has not been provided with a reasonable opportunity to lease and occupy a suitable decent, safe, and sanitary dwelling in the same building/complex upon the completion of the project, including a monthly rent that does not exceed the greater of the tenant's monthly rent and estimated average utility costs before the initiation of negotiations or 30 percent of the household's average monthly gross income; or

(2) The tenant is required to relocate temporarily for the activity but the tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporary location and any increased housing costs, or other conditions of the temporary relocation are not reasonable; and the tenant does not return to the building/complex; or

(3) The tenant is required to move to another unit in the building/complex, but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move.

(ii) Notwithstanding the provisions of paragraph (b)(2)(i) of this section, the term “ *displaced person* -” does not include:

(A) A person who is evicted for cause based upon serious or repeated violations of material terms of the lease or occupancy agreement. To exclude a person on this basis, the grantee (or State or state recipient, as applicable) must determine that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance under this section;

(B) A person who moves into the property after the date of the notice described in paragraph (b)(2)(i)(A) or (B) of this section, but who received a written notice of the expected displacement before occupancy.

(C) A person who is not displaced as described in 49 CFR 24.2(g)(2).

(D) A person who the grantee (or State, as applicable) determines is not displaced as a direct result of the acquisition, rehabilitation, or demolition for an assisted activity. To exclude a person on this basis, HUD must concur in that determination.

(iii) A grantee (or State or state recipient, as applicable) may, at any time, request HUD to determine whether a person is a displaced person under this section.

(3) *Initiation of negotiations.* For purposes of determining the type of replacement housing assistance to be provided under paragraph (b) of this section, if the displacement is the direct result of privately undertaken rehabilitation, demolition, or acquisition of real property, the term “ *initiation of negotiations* ” means the

execution of the grant or loan agreement between the grantee (or State or state recipient, as applicable) and the person owning or controlling the real property.

(c) *Residential anti-displacement and relocation assistance plan.* The grantee shall comply with the requirements of 24 CFR part 42, subpart B.

(d) *Optional relocation assistance.* Under section 105(a)(11) of the Act, the grantee may provide (or the State may permit the state recipient to provide, as applicable) relocation payments and other relocation assistance to persons displaced by activities that are not subject to paragraph (b) or (c) of this section. The grantee may also provide (or the State may also permit the state recipient to provide, as applicable) relocation assistance to persons receiving assistance under paragraphs (b) or (c) of this section at levels in excess of those required by these paragraphs. Unless such assistance is provided under State or local law, the grantee (or state recipient, as applicable) shall provide such assistance only upon the basis of a written determination that the assistance is appropriate (see, e.g., 24 CFR 570.201(i), as applicable). The grantee (or state recipient, as applicable) must adopt a written policy available to the public that describes the relocation assistance that the grantee (or state recipient, as applicable) has elected to provide and that provides for equal relocation assistance within each class of displaced persons.

(e) *Acquisition of real property.* The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B.

(f) *Appeals.* If a person disagrees with the determination of the grantee (or the state recipient, as applicable) concerning the person's eligibility for, or the amount of, a relocation payment under this section, the person may file a written appeal of that determination with the grantee (or state recipient, as applicable). The appeal procedures to be followed are described in 49 CFR 24.10. In addition, a low- or moderate-income household that has been displaced from a dwelling may file a written request for review of the grantee's decision to the HUD Field Office. For purposes of the State CDBG program, a low- or moderate-income household may file a written request for review of the state recipient's decision with the State.

(g) *Responsibility of grantee or State.* (1) The grantee (or State, if applicable) is responsible for ensuring compliance with the requirements of this section, notwithstanding any third party's contractual obligation to the grantee to comply with the provisions of this section. For purposes of the State CDBG program, the State shall require state recipients to certify that they will comply with the requirements of this section.

(2) The cost of assistance required under this section may be paid from local public funds, funds provided under this part, or funds available from other sources.

(3) The grantee (or State and state recipient, as applicable) must maintain records in sufficient detail to demonstrate compliance with the provisions of this section.

(Approved by the Office of Management and Budget under OMB control number 2506-0102)

[61 FR 11477, Mar. 20, 1996, as amended at 61 FR 51760, Oct. 3, 1996]

§ 570.607 *Employment and contracting opportunities.*

To the extent that they are otherwise applicable, grantees shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.

[68 FR 56405, Sept. 30, 2003]

§ 570.608 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§ 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.

The requirements set forth in 24 CFR part 5 apply to this program.

[61 FR 5209, Feb. 9, 1996]

§ 570.610 Uniform administrative requirements and cost principles.

The recipient, its agencies or instrumentalities, and subrecipients shall comply with the policies, guidelines, and requirements of 24 CFR part 85 and 2 CFR PART 200 as applicable, as they relate to the acceptance and use of Federal funds under this part. The applicable sections of 24 CFR parts 84 and 85 are set forth at § 570.502.

² See footnote 1 at § 570.200(a)(5).

[60 FR 56916, Nov. 9, 1995]

§ 570.611 Conflict of interest.

(a) *Applicability.* (1) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.

(2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its subrecipients to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

(b) *Conflicts prohibited.* The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project, and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.

(c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of subrecipients that are receiving funds under this part.

(d) *Exceptions.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) *Threshold requirements.* HUD will consider an exception only after the recipient has provided the following documentation:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;

(vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

[60 FR 56916, Nov. 9, 1995]

§ 570.612 Executive Order 12372.

(a) *General.* Executive Order 12372, Intergovernmental Review of Federal Programs, and the Department's implementing regulations at 24 CFR part 52, allow each State to establish its own process for review and comment on proposed Federal financial assistance programs.

(b) *Applicability.* Executive Order 12372 applies to the CDBG Entitlement program and the UDAG program. The Executive Order applies to all activities proposed to be assisted under UDAG, but it applies to the Entitlement program only where a grantee proposes to use funds for the planning or construction

(reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement. It is the responsibility of the grantee to initiate the Executive Order review process if it proposes to use its CDBG or UDAG funds for activities subject to review.

§ 570.613 Eligibility restrictions for certain resident aliens.

(a) *Restriction.* Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the programs listed in paragraph (e) of this section. “Benefits” under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in paragraph (e) of this section. “Benefits” do not include relocation services and payments to which displacees are entitled by law.

(b) *Covered activities.* “Covered activities” under this section means activities meeting the requirements of § 570.208(a) that either:

(1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or

(2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

(c) *Limitation on coverage.* The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.

(d) *Compliance.* Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

(e) *Programs affected.* (1) The Community Development Block Grant program for small cities, administered under subpart F of part 570 of this title until closeout of the recipient's grant.

(2) The Community Development Block Grant program for entitlement grants, administered under subpart D of part 570 of this title.

(3) The Community Development Block Grant program for States, administered under subpart I of part 570 of this title until closeout of the unit of general local government's grant by the State.

(4) The Urban Development Action Grants program, administered under subpart G of part 570 of this title until closeout of the recipient's grant.

[55 FR 18494, May 2, 1990]

§ 570.614 Architectural Barriers Act and the Americans with Disabilities Act.

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of “residential structure” as defined in 24 CFR 40.2 or the definition of “building” as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

[60 FR 56917, Nov. 9, 1995]

UPDATE: Effective March 2015

2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance supersedes, consolidates and streamlines requirements from 8 OMB Circulars referenced in Exhibit D - CDBG Regulations and Other Program Requirements:

A - 21	A - 110
A - 87	A - 122
A - 89	A - 133
A - 102	A - 50

To view Notice SD-2015-01 Issued by the U.S. Department of Housing and Urban Development, please visit the following link:

www.hudexchange.info/resources/documents/Notice-DC-2015-01-Transition-to-2-CFR-Part-200-Guidance.pdf

Exhibit E

Audit Findings or Exceptions

(N/A - No audit findings or exceptions)



Standardized Agenda Request Form

Date of Meeting: November 6, 2024	Agenda Item No. (to be assigned by CSO): 2024-1006	
From:		
Subject: Discussion and consideration of an agreement with Alan T. Ozuna, Attorney at Law, for legal services regarding Civil Service and Police and Fire Collective Bargaining matters. (Staffed by City Manager.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
ADELAIDA VEGA Martin Garza		Created
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: Alan T. Ozuna, Attorney		
Responsibilities upon Approval:		

Law Office of Alan T. Ozuna, PLLC

27837 McLelland Drive, Harlingen, Texas 78552

atozunalaw@gmail.com

(210) 317-4308

(956) 622-3534

October 25, 2024

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

Re: Proposal for Legal Services regarding Civil Service Departments and Collective Bargaining Employees

Dear Mr. Garza:

Please accept this proposal for legal services. My firm seeks to provide legal services to the City in the areas of Texas Local Government Code Chapter 143 and 174, concerning the City's civil service and collective bargaining employees.

Contact Information

The Firm's contact information is as follows:

Law Office of Alan T. Ozuna, PLLC
27837 McLelland Drive, Harlingen, Texas 78552

cell phone: (210) 317-4308

office phone: (956) 622-3534

e-mail: atozunalaw@gmail.com

Statement of Qualifications

I am a sole practitioner, operating as the Law Office of Alan T. Ozuna, PLLC. I have been in practice since 1998 and have represented Texas local governments and local governmental

officials for over 25 years. I began operating as the Law Office of Alan T. Ozuna in December 2017, principally located in Harlingen, Texas. I am admitted to the State Bar of Texas, and the U.S. District Courts of the Western and Southern Districts of Texas. I earned a Bachelor of Arts in English Literature from the University of Texas at Austin in 1993, and a Juris Doctor from St. Mary's University School of Law in 1997.

I currently represent or have represented several local governmental entities as general and special counsel, namely, the Harlingen Irrigation District Cameron County #1, La Feria Irrigation District Cameron County #3, Delta Lake Irrigation District, Hidalgo County Irrigation District #6, Harlingen Housing Authority, Harlingen Economic Development Corporation, the Cameron County Civil Service Commission, the San Juan Civil Service Commission, and Tropical Texas Behavioral Health, a multicounty mental health authority organized under Texas Health and Safety Code Chapter 534.

I have served as the Assistant City Attorney for the Cities of La Feria and Harlingen, Texas and as City Attorney for the Town of Laguna Vista and the City of Falfurrias. I have provided special counsel services for the Cities of Alice, Alvin, Beeville, Brownsville, Kingsville, La Feria, McAllen, Mission, Rio Hondo, Roma, San Benito, San Juan, South Padre Island, and Weslaco, Texas.

As the civil service and collective bargaining counsel, I have assisted administration and elected officials with the following matters:

- Represented department heads of municipal police and fire departments in disciplinary cases under Chapter 143 of the Texas Local Government Code in disciplinary investigations and disciplinary hearings before independent hearing examiners and local civil service boards
- Represented municipalities in collective bargaining and meet and confer negotiations
- Represented municipalities in contract grievance arbitrations arising out of collective bargaining agreements
- Represented municipalities in litigation concerning collective bargaining

I serve as a regular presenter at continuing education events hosted by the Texas Municipal League, Texas City Attorneys' Association, Texas Municipal Human Resources Association, Texas Police Chiefs' Association, the Texas Labor-Management Conference, and the Rio Grande Valley City Secretaries Association.

The Firm is principally located in Harlingen, Texas. As the District's appointed counsel, I will be available for in-person consultation at the District's office or any other District facility on an as-needed basis. I will provide advance notice of any period during which I cannot be available, such as anticipated travel or lengthy court proceedings.

Proposed services

My firm offers the following legal services to the City:

- Assist the department heads of the Police and Fire Department with development of disciplinary investigation, including providing advice concerning statutorily and contractually required pre-investigation notices to affected employees
- Assist the department heads and designated investigative personnel with disciplinary investigations including preparation of investigative personnel to conduct witness interviews and documentary review, or to conduct such investigations directly
- Assist the department heads with drafting of due process and disciplinary notices
- Assist the department heads with negotiations for agreed disciplinary actions
- Represent the department heads in disciplinary hearings before independent hearing examiners and the Weslaco Civil Service Commission
- Represent the City as legal adviser in negotiations over collective bargaining agreements and participate in negotiations
- Assist the City with drafting of collective bargaining agreements
- Represent the City in contract grievance arbitrations concerning the interpretation and application of the collective bargaining agreements
- Represent the City in litigation arising out of the collective bargaining agreements
- Any other legal service requested by the City Manager or City Commission related to the City's Police and Fire Departments

Proposed billing rate.

The Firm proposes to bill for legal work performed at the rate of \$200 per hour, billed monthly, in increments of one tenth of an hour. The Firm would charge for actual costs incurred such as delivery service charges and travel expenses when travel is necessary and authorized by the District outside of the Rio Grande Valley. The Firm will not charge for travel expenses between its principal office in Harlingen to and from meetings of the District or meetings with administration that counsel is required to attend. The Firm will not charge for secretarial services, copying, maintaining professional licenses or required continuing education, or other office overhead.

Thank you for your consideration.

Law Office of Alan T. Ozuna, PLLC

Alan T. Ozuna



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1016	
From:			
Subject: Discussion and consideration to approve a new contract with Valley Risk Consulting Inc., the professional consulting services contract for Roger Garza regarding all employee benefits and risk management programs. (Staffed by Human Resources Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Martin Garza		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: 2022 Fee Schedule Roger Garza, Risk Consulting, Inc Agreement			
Responsibilities upon Approval:			

Exhibit B**City of Weslaco
Fee Schedule 2022**

	Fee A	Fee B
Group Benefits Products:		
Group Health Insurance	\$4,200	\$ 2,500
Group Life and AD & D	\$ 3,200	\$ 2,100
Cancer/Life Stroke	\$ 3,200	\$ 2,100
Vision	\$ 3,200	\$ 2,100
Dental	\$ 3,200	\$ 2,100
	<u>\$17,000</u>	<u>\$ 10,900</u>
		\$ -
	<u>\$17,000</u>	<u>\$ 10,900</u>
Workers compensation and		
Property Casualty as Outlined on Schedule A,	<u>\$6,750</u>	<u>\$ 6,750</u>
Total	<u>\$23,750</u>	<u>\$ 17,650</u>
Note:		
Fee A: If 3 or more proposals are received.		
Fee B: If less than 3 proposals are received.		
Above fees includes travel and meetings.		
Retainer fee: 25%	\$5,938	

RISK MANAGEMENT AND CONSULTING AGREEMENT

THIS Agreement, made and entered into effect between the **CITY OF WESLACO** ("City") and **VALLEY RISK CONSULTING, INC.**, a Texas Corporation hereafter collectively referred to as ("Risk Management Advisor").

WITNESSETH:

WHEREAS, City of Weslaco recognizes that the City's Risk Management Program may improve through the services rendered by Risk Management Advisor who has the training, experience, and qualifications necessary to provide assistance to the City's Ancillary and/or Health Benefits Program & Workers' Compensation Program and Property and Casualty Program, more particularly described on Exhibit "A" hereof (Scope of Services); and

WHEREAS, City has determined that the proper, orderly and efficient delivery of quality Services for the City can be accomplished best by contracting with Risk Management Advisor; and

WHEREAS, the Risk Management Advisor is willing to accept the responsibility of providing the Services to the City in accordance with recognized standards, the City Charter and Ordinances of City, applicable laws and regulations and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their Agreement in connection with the provision of the services by Risk Management Advisor during the term of this Agreement:

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE RISK MANAGEMENT ADVISOR

The Risk Management Advisor agrees to provide the following Services to City during the term of this Agreement:

a. **Performance of Services.** The Risk Management Advisor will provide the Services described on Exhibit "A" attached hereto and incorporated herein at this point for all purposes and will use proper professional standards in providing the Services to City.

b. **Administration.** The Risk Management Advisor will communicate with the Administrator(s) designated by City regarding the administration of the Services and this Agreement. Notwithstanding anything herein to the contrary, City will not have or exercise control over the manner in which the professional services of the Risk

Management Advisor are performed as it would jeopardize the status of the Risk Management Advisor as an independent contractor.

c. **Quality of Services.** The Risk Management Advisor will continually work to improve the quality of services and maintain a reasonable cost for provision of the Services furnished to City. In furtherance thereof, Risk Management Advisor agrees to fully cooperate with personnel designated by City.

d. **Records.** Risk Management Advisor shall, at Consultant's expense, keep or cause to be kept for seven (7) years following provision of the Services accurate and complete records in an adequate filing system. Risk Management Advisor shall furnish City on written request copies of all such records to the extent such records are not prohibited from disclosure to City by applicable law.

e. **Ethics.** Risk Management Advisor shall insure that, in performing the Services under this Agreement, Risk Management Advisor uses its best and most diligent efforts and professional skills, performs professional and supervisory services, and renders the Services in accordance with and in a manner consistent with the highest standards of Risk Management Advisor's profession and complies with all applicable laws and regulations.

2. RISK MANAGEMENT ADVISOR'S COVENANTS AND WARRANTIES

Risk Management Advisor makes the following representations and warranties to City with respect to each Risk Management Advisor or employee of Risk Management Advisor providing Services under licensure.

A. Licensure, Risk Management Advisor is duly licensed, if required, to provide the services in the State of Texas.

3. PARTIES' RELATIONSHIP

The Risk Management Advisor, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent/representative of City in the provision of the Services or Materials under this Agreement.

4. TAXES AND BENEFITS

City will not withhold income tax or Social Security tax on behalf of the Risk Management Advisor or any of Risk Management Advisor's partners, employees, subcontractors, or agents, but will issue a 1099 at the end of the year. In addition, none of the foregoing will have any claim under this Agreement or otherwise against City for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Risk Management Advisor will have exclusive responsibility for the payment of all such taxes and

arrangement for insurance coverage and will discharge such responsibility fully.

5. INCURRING FINANCIAL OBLIGATION

The Risk Management Advisor will incur no financial obligation on behalf of City without prior written approval of the City Manager.

6. CONSULTATION

While this Agreement is in effect, the parties understand that the Risk Management Advisor will be the exclusive source of providing the Services.

7. FEE TO RISK MANAGEMENT ADVISOR

As consideration for performing the services as necessary pursuant to the Contract Documents as outlined in Exhibit A, District agrees to pay Risk Management Advisor with an amount of Twenty three thousand seven hundred fifty dollars (\$23,750) to be paid in (4) equal installments of Five thousand nine hundred thirty seven dollars and fifty cents (\$5937.50) with the first installment due and payable upon execution of this agreement.

Any additional services requested by the City outside of those services listed on Exhibit A will be billed upon a mutually agreed upon rate and paid upon verification by City representatives of completion of said services and upon the submittal of an invoice for said services and in compliance with the terms and conditions as specified in this Contract. Any additional services to be performed will be outlined in a separate exhibit and signed by both parties and may be attached as an addendum to this Contract.

8. ACCESS TO BOOKS AND RECORDS

Risk Management Advisor recognizes that City is a participant in governmental payment programs. In connection with such programs, the Risk Management Advisor agrees to cooperate with City and provide to City reasonable assistance in City's efforts to meet the requirements for participation in and payment under such programs.

9. NON-DISCRIMINATION

Risk Management Advisor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of associates, employees, or independent contractors.

10. TERM AND TERMINATION OF AGREEMENT

a. **Term.** The term of this agreement shall commence on the effective date (November 6, 2024) and continue in full force for 1 year with the option to renew and thereafter this Agreement shall renew on a year-to-year basis until the City provides Risk Management Advisor with written notice at least 60 days' prior to the anniversary of the effective date.

b. **Termination without Cause.** The City shall have the right to terminate this Agreement without cause on 30 days written notice to the Risk Management Advisor. In the event of such termination, Risk Management Advisor shall be entitled to receive full payment for the unpaid value remaining on the Agreement as if the City had not terminated.

c. **Termination with Cause.** If either party fails to observe or perform in a material manner any term or condition of this Agreement to be performed or observed by such party, the aggrieved party shall send written notice specifying the nature of the alleged default. If the default is not fully cured within ten (10) business days after giving of the notice, then the aggrieved party may elect to terminate this Agreement, and pursue any and all rights and remedies available to such party pursuant to this Agreement or pursuant to applicable law.

d. **Non-Interference.** Following the expiration of this Agreement or its termination for any reason, Risk Management Advisor agrees to do nothing that may interfere with the Services already rendered or to be rendered in the future.

11. NOTICES

Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Risk Management Advisor:	Valley Risk Consulting, Inc Attn: Roger Garza 1200 Fresno, Suite C McAllen Texas 78501
------------------------------------	---

If to City:	City of Weslaco Martin Garza, City Manager 255 S. Kansas Ave. Weslaco, Texas 78596
-------------	---

12. LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Hidalgo County, Texas.

13. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

14. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

15. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the City and the Risk Management Advisor.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

17. INTERPRETATION

The section headings and defined terms used herein are for convenience only and do not limit the contents of this Agreement.

18. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

19. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by City and Risk Management Advisor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Risk Management Advisor and City in accordance with its terms.

20. ADDITIONAL PROVISIONS

Notwithstanding anything to the contrary contained elsewhere herein, City and Risk Management Advisor hereby

covenant and agree as follows:

- a. This Agreement shall be construed in accordance with the City Charter and Ordinances of City, as same may be from time to time amended.
- b. The compensation, if any, to be paid to Risk Management Advisor by City is reasonable considering amounts charged by others in the same or similar geographic area for similar services.

This Contract is executed on behalf of the City by a duly authorized employee thereunto and a duly authorized officer of Risk Management Advisor has hereunto subscribed his name as of the day and year written below.

IN WITNESS WHEREOF, the signature of both parties hereto in duplicate originals this the 6 day of November, 2024 in Hidalgo County, Texas.

VALLEY RISK CONSULTING, INC.

1200 Fresno Street, Ste. C
McAllen, Texas 78501
(956) 664-1430 TEL
(877) 279-8119 FAX

By: _____
Rogelio (Roger) Garza, President

CITY OF WESLACO

255 S. Kansas Ave.
Weslaco, Texas 78596
(956) 968-3181 TEL

By: _____
Martin Garza, City Manager

EXHIBIT A

SCOPE OF SERVICES

Risk Management Advisor hereby represents and agrees to provide the following services,

1. Conduct quarterly presentations on all employee benefits and risk management programs and attend regular scheduled city commission meetings on request
2. Assist city staff in developing proposal specifications for all lines of coverage
3. Solicit proposals from insurance companies or providers of Products including but not limited to: voluntary insurance products, excess risk coverage, workers' compensation third party claims administration, property & casualty.
4. Review, evaluate and analyze all insurance proposals received from insurance companies and Interlocal governmental risk pools and submit recommendations.
5. Work closely with City Staff to determine the type of Employee Benefit's that best serve the City and employee's needs;
6. Solicit proposals from underwriters or providers of Employee Benefit's including: fully insured coverage, review utilization/concurrent managed care network contracting, client specific network contracting, prescription management programs;
7. Review, evaluate and analyze all proposals received from insurance companies or underwriters of Group Benefits, prepare financial projections, and submit recommendations;
8. Report any recommendations concerning possible improvement or changes in approved products or procedures to the City Manager



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1026	
From:			
Subject: Discussion and consideration to purchase six (6) Self Contained Breathing Apparatus (SCBA) in the amount of \$48,600.00 from vendor Metro Fire Apparatus Specialists under Buyboard Contract #698-23 as budgeted. (Staffed by Fire Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Leslie Lugo ANTONIO LOPEZ Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: METRO FIRE QUOTE - SCOTT X3 PRO 10-22-2024			
Responsibilities upon Approval:			



17350 State Hwy 249 Ste. 250
Houston TX 77064
(713) 692-0911 Phone
(713) 692-1591 Fax

Quote

#102362

Quote Date: 10/22/2024
Expires Date: 11/21/2024

Bill To: WESLACO FIRE DEPARTMENT
ATTN: ACCOUNTS RECEIVABLE
711 E. RAILROAD
WESLACO TX 78596

Ship To: WESLACO FIRE DEPARTMENT
711 E. RAILROAD AVE. (STATION 2)
WESLACO TX 78596

Ordered By	Sales Rep	Entered By	Terms
JUSTIN MORA	CESAR PEDRAZA	CESAR PEDRAZA	NET 30

FOB	Shipping Method	Contract Source
DESTINATION	BEST WAY	BUYBOARD 698-23

Quantity	UM	Item / Description	Price	Ext. Price
6	EA	SCT-7100258853 LEGACY PN X8815025305304 - X3 PRO AIR-PAK, 5.5, CGA, EZ-FLO+ W/QD HOSE, UEBSS, PAK-TRACKER/PASS, 2/CARTON	\$8,100.00	\$48,600.00

Subtotal	\$48,600.00
Shipping Cost	\$0.00
Tax Total (%)	\$0.00

Total	\$48,600.00
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Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1015	
From:			
Subject: Discussion and consideration to approve Ordinance 2024-32 authorizing and allowing under the act governing the Texas Municipal Retirement System, "Updated Service Credit", and establish an effective date for such action. First reading of Ordinance 2024-32. (Staffed by Human Resources Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Luz Galindo Luz Galindo Martin Garza		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Weslaco Transmittal - USC-T_COLA_Ad hoc, Weslaco 2025 Plan Change Study_50% USC -T_30% COLA ad hoc, O2024-32 TMRS updated service and COLA			
Responsibilities upon Approval:			



October 21, 2024

Luz Galindo
Human Resources Director
City of Weslaco
255 South Kansas Ave.
Weslaco, TX 78596-6158

Dear Ms. Galindo:

We are pleased to enclose a model ordinance for your city to adopt:

**50% Updated Service Credit with Transfers
&
30% Cost of Living Adjustment Increase to Annuitants
Both Ad hoc (one-time only basis)**

Both Effective January 1, 2025

With the adoption of these additional benefits, your city's contribution rate will be **9.17%** beginning January 1, 2025.

Please make sure the ordinance is adopted and signed before the effective date. When the ordinance is adopted, please send a copy to City Services at cityservices@tmrs.com.

If you have any questions about the model ordinance or anything else, please call me at 512-225-3742.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colin Davidson", is written over a light blue circular background.

Colin Davidson
Director of City and Member Services

2025 Rates • Weslaco

October 17, 2024

Plan Provisions	Current	Option 1
Employee Contribution Rate	7%	7%
City Matching Ratio	2 to 1	2 to 1
Updated Service Credit (USC)	None	50% (Ad hoc)
Transfer USC *	No	Yes
COLA	None	30% (Ad hoc)
Retroactive COLA	No	Yes
Retirement Eligibility Any Age	20 years	20 years
Vesting	5 years	5 years
Supplemental Death Benefit	Actives + Retirees	Actives + Retirees
Contribution Rates	2025	2025
Normal Cost Rate	5.30%	5.30%
Prior Service Rate	<u>3.21%</u>	<u>3.55%</u>
Retirement Rate	8.51%	8.85%
Supplemental Death Rate	<u>0.32%</u>	<u>0.32%</u>
Total Contribution Rate	8.83%	9.17%
Unfunded Actuarial Liability	\$3,995,516	\$4,404,784
Funded Ratio	92.6%	91.9%
Benefit Increase Amortization Period	20 years	20 years

* As of the December 31, 2023 valuation date, there were 34 employees with service in other TMRS cities eligible for transfer USC.

ORDINANCE 2024-32

AN ORDINANCE REGARDING THE CITY OF WESLACO'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS ADOPTING: (1) UPDATED SERVICE CREDITS AND TRANSFER UPDATED SERVICE CREDITS; AND (2) AN ANNUITY INCREASE, ALSO REFERRED TO AS A COST-OF-LIVING ADJUSTMENT (COLA) FOR RETIREES AND THEIR BENEFICIARIES.

Whereas, the City of Weslaco, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

Whereas, each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment; and

Whereas, the City Commission finds that it is in the public interest to, in accordance with TMRS Act §§853.401 through 853.403 and §853.601, authorize (1) Updated Service Credits and transfer Updated Service Credits, and (2) in accordance with TMRS Act §854.203, authorize an annuity increase, also referred to as a cost-of-living adjustment ("COLA") for retirees and their beneficiaries, now:

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

Section 1. Authorization of Updated Service Credits and Transfer Updated Service Credits.

(a) On the terms and conditions set out in TMRS Act §§ 853.401 through 853.403, the City authorizes each Member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credit will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The City authorizes and provides that each Employee of the City who (i) is eligible for Updated Service Credits under Subsection (a) above, and (ii) who has unforfeited prior service credit and/or current service credit with another System-participating municipality or municipalities by reason of previous employment, shall be credited with Updated Service Credits pursuant to, calculated in accordance with, and subject to adjustment as set forth in TMRS Act §853.601 (also known as "Transfer USC").

(c) The Updated Service Credit authorized and provided under this Ordinance shall be **50%** of the "base Updated Service Credit" of the TMRS member calculated as provided in TMRS Act §853.402.

(d) The Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(e) The Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees ("Board") of the System.

Section 2. Increase in Retirement Annuities, or COLA.

(a) On the terms and conditions set out in TMRS Act §854.203, the City authorizes and provides for payment of the increase described by this Section to the annuities paid to retired City Employees and beneficiaries of deceased City retirees. An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **30%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective date of the person's retirement to the December that is 13 months before the effective date of the increase under this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of the City and of its account in the benefit accumulation fund of the System.

(f) The increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board.

PASSED AND APPROVED on first reading at a a special meeting of the City Commission this 6th day of November 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:

Benjamin Castillo, INTERIM CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1007	
From: Albert Aldana			
Subject: Discussion and consideration of approval to authorize issuance of a PO for B2Z Engineering in the amount of \$64,899.00 for construction materials testing for the new library project in accordance with the main agreement executed on October 3, 2023, and work authorization #5 executed on October 11, 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			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Albert Aldana Martin Garza		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: 10-31-24CC_B2Z CMT Approval, B2Z WA#5_NEW_PUBLIC_LIBRARY, 2023-2025 CMT CONSULTANTS WORK AUTHORIZATIONS SUMMARY			
Responsibilities upon Approval: Execute, retain and notify appropriate department.			

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 31, 2024

TO: Mayor Adrian Gonzalez, Commissioners,
City Manager Martin Garza

FROM: Albert J. Aldana, P.E.

**RE: APPROVAL TO ISSUE A PO FOR B2Z
FOR CMT SERVICES FOR NEW LIBRARY PROJECT**

This item seeks your approval to issue a PO in the amount of \$64,899.00 to B2Z for construction materials testing services for the new library project.

B2Z, PSI, and L&G were each awarded construction material testing contracts, on a rotation basis, on June 20, 2023. Each consultant has been issued at least five work authorizations for subdivision development projects. The next on the rotation list was B2Z and as a result was issued work authorization #5 for the new library project. The construction materials testing for the new library includes testing services for the earthwork, hot-mix asphalt concrete, and concrete/masonry items.

Since the amount of this work authorization exceeds \$50,000.00, the threshold for city manager approval, this item needs your approval to secure a purchase order.

Staff recommends approval of this item.

Kind regards.

A handwritten signature in blue ink, appearing to read "Aldana", is written over a light blue circular stamp.

Attachment: B2Z Work Authorization #5 – CMT Services for New Library Project
Summary of Work Authorizations Issued to Date

WORK AUTHORIZATION NO. 5
CMT SERVICES FOR
MJV SPL NEW PUBLIC LIBRARY

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Contract executed between CITY AND CONSULTANT on October 03, 2023, hereinafter identified as the "Contract", entered into by and between **CITY OF WESLACO** ("CITY") and **B2Z ENGINEERING, LLC** ("CONSULTANT").

PART 1. The CONSULTANT will perform the following services:

The scope of work for CONSULTANT services involves construction materials testing services. The scope is further described in ATTACHMENT "C".

Work identified in ATTACHMENT "C" shall also be done in accordance all provisions as identified in the Contract.

PART 2. The maximum amount payable for services under this Work Authorization is \$64,899.00. This amount is based upon the following budget:

See ATTACHMENT "C"

PART 3. Payment to the CONSULTANT for the services established under this Work Authorization shall be made in accordance with Contract Dated October 03, 2023.

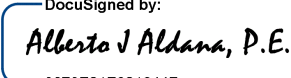
PART 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on 7-20-2025, unless extended by a Supplemental Work Authorization as provided in the Contract.

PART 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Work Authorization No. 5
CMT Services for MJVSPL New Public Library

PART 6. This Work Authorization is hereby accepted and acknowledged below.

CITY OF WESLACO, TEXAS

By: 
DocuSigned by:
8078E21E921644F...

Albert J. Aldana, P.E.

Typed or Printed Name

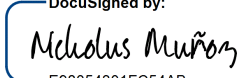
City Engineer

Title

10/11/2024

Date

B2Z ENGINEERING, LLC.

By: 
DocuSigned by:
E98054301FC54AB...

Nicholus Munoz

Typed or Printed Name

Vice President

Title

10/8/2024

Date

LIST OF ATTACHMENTS

- ATTACHMENT "A": Services to be provided by the CITY
- ATTACHMENT "B": Services to be provided by the CONSULTANT
- ATTACHMENT "C": Scope of Work and Fees

Work Authorization #5
CMT Services for MJVSPL New Public Library

EXHIBIT A SERVICES TO BE PROVIDED BY CITY

The City of Weslaco will provide the following services under this work authorization.

- ✓ Provide Consultant a written notice to proceed
- ✓ Provide a copy of Plans for Subdivision
- ✓ Provide City Construction Inspector to oversee and coordinate testing services to be provided by Consultant
- ✓ Provide processing and payment of invoices by Consultant

Work Authorization #5
CMT Services for MJVSPL New Public Library

EXHIBIT B SERVICES TO BE PROVIDED BY CONSULTANT

The Consultant will provide the following services under this work authorization.

- ✓ Proceed with work upon a written notice to proceed
- ✓ Coordinate closely with City Construction Inspector on all requested testing services
- ✓ Provide testing services with 24-hour advanced notice
- ✓ Provide an invoice for work performed within thirty days of work send invoices to:

City of Weslaco
Engineering Department
255 S. Kansas
Weslaco, TX 78596
aaldana@weslacotx.gov

- ✓ Consultant shall not perform any work that has not been authorized by City in writing.
- Consultant shall submit testing reports within 5 business days to

jmondragon@weslacotx.gov
aaldana@weslacotx.gov

Work Authorization #5
CMT Services for MJVSPL New Public Library

EXHIBIT C SCOPE OF SERVICES AND FEES

The Consultant will provide materials observation, testing and reporting services that are in general accordance with the project plans and specifications for the proposed project.

The scope of services includes:

- ✓ Concrete Testing
- ✓ Asphalt Testing
- ✓ Masonry Testing
- ✓ Soils Testing
- ✓ Compressive Strength Tests

A detailed scope and proposed fees are as shown in the following attachment.



B2Z Engineering, LLC.
900 S. Stewart Road
Suite 4
Mission, TX 78572
(956) 585-3773
Hector@B2ZEng.com

CLIENT
ATTN: Alberto J. Aldana
City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596

CONSTRUCTION MATERIALS TESTING

City of Weslaco
MJVSPL New Public Library

DATE
10/07/2024

DESCRIPTION OF WORK
Construction Material Testing Services

LABOR	QTY	RATE/ HR	TOTAL
PERSONNEL			
Project Engineer (Oversight)	15.00	\$ 125.00	\$ 1,875.00
Project Manager	31.00	\$ 105.00	\$ 3,255.00
Tech Time	415.00	\$ 55.00	\$ 22,825.00
Vehicle Trip Charge	214.00	\$ 50.00	\$ 10,700.00
Admin/Clerical	62.00	\$ 40.00	\$ 2,480.00
ESTIMATED LABOR TOTAL			\$41,135.00

MATERIALS	QTY	UNIT PRICE/ EA	TOTAL
EARTHWORK			
Atterberg Limits of Soils	6.00	\$ 78.50	\$ 471.00
Particle Size Analysis	6.00	\$ 80.00	\$ 480.00
Material Finer #200 Sieve	6.00	\$ 60.00	\$ 360.00
Standard Proctor with Curve	6.00	\$ 170.00	\$ 1,020.00
In-Place Density	152.00	\$ 25.00	\$ 3,800.00
HMAC			
Asphaltic Concrete Laydown Observation	14.00	\$ 48.00	\$ 672.00
Extraction, Sieve Analysis, Asphalt Content	2.00	\$ 200.00	\$ 400.00
In-Place Nuclear Densities Tests	18.00	\$ 40.00	\$ 720.00
Theoretical Max Specific Gravity & Density	2.00	\$ 58.00	\$ 116.00
Asphalt Concrete Coring			
a. Two Men	2.00	\$ 100.00	\$ 200.00
b. Coring Rig	1.00	\$ 95.00	\$ 95.00
c. Generator	1.00	\$ 105.00	\$ 105.00
d. Bit Wear - Quartz Aggregate	40.00	\$ 8.00	\$ 320.00
e. Core Density (1 Core per 5000 sqft)	4.00	\$ 25.00	\$ 100.00
CONCRETE/MASONARY			
Reinforcing & Structural Steel Observation	49.00	\$ 225.00	\$ 11,025.00
Air Content (Pressure Method)	55.00	\$ 20.00	\$ 1,100.00
Compressive Strength Tests	165.00	\$ 16.00	\$ 2,640.00
Motar/Grout Compression Strength Testing	4.00	\$ 35.00	\$ 140.00
ESTIMATED MATERIALS TOTAL			\$23,764.00
ESTIMATED TOTAL			\$64,899.00

THANK YOU

For questions concerning this estimate,
please contact

Hector Cantu
(281) 717-4016
Hector@B2ZEng.com
www.B2ZEng.com

AUTHORIZED SIGNATURE

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate of 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

CMT CONSULTANTS ON ROTATION (2023-2025) SUMMARY OF WORK AUTHORIZATIONS ISSUED

[illegible]



Standardized Agenda Request Form

Date of Meeting: November 6, 2024		Agenda Item No. (to be assigned by CSO): 2024-1042	
From: Rick Mendoza			
Subject: Discussion and consideration to renew annual software support and maintenance of the ERP Pro 10 (Incode) system from Tyler Technologies for an amount not to exceed \$70,558.78 as budgeted. (Staffed by Information Technology Department.)			
Background: Budgeted item with a 5% annual increase. This integrated enterprise resource planning (ERP) system helps our city manage and streamline finances, payroll, utility billing and all other related operations.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Rick Mendoza Martin Garza		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval			
Attachments, if any: Invoice-025-476246-ERP Pro-Renewal			
Responsibilities upon Approval: Create requisition and purchase order			

**Remittance:**

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

Invoice

Invoice No	Date	Page
025-476246	09/01/2024	1 of 1

Questions:

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

Bill To: CITY OF WESLACO
255 S. KANSAS
WESLACO, TX 78596

Ship To: CITY OF WESLACO
255 S. KANSAS
WESLACO, TX 78596

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
45019	200660		USD	NET30	10/01/2024

Date	Description	Units	Rate	Extended Price
	Secure Signatures	1	974.55	974.55
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	Easy Pay - Online Component v10	1	0.00	0.00
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	ERP Pro Document Management Annual Fees	1		\$3,220.28
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	ERP Pro Financials Annual Fees	1		\$39,532.76
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	ERP Pro Utilities Annual Fees	1		\$24,153.89
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	Hardware Annual Fees	1		\$391.35
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	Municipal Justice Annual Fees	1		\$1,457.54
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			
	Third Party System Software	1		\$828.41
	Cycle Start: 01/Oct/2024, End: 30/Sep/2025			

****ATTENTION****

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

Subtotal	70,558.78
Sales Tax	0.00
Invoice Total	70,558.78