



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, AUGUST 18, 2026**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, August 18, 2026 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 Storybook Garden 25-Year Milestone Celebration.
 - 2) Recognition Weslaco Crime Stoppers 2025 Officer of the Year.

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.

III. PUBLIC HEARING

- A. To solicit input on behalf of Alfredo Garcia to rezone 1715 Abilene Dr. also being E 62' Lot 8, Block 6, Expressway Heights Unit 3, Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District.
- B. To solicit input on the adoption of the Land Use Assumption Plan and Capital

Improvement Plan.

IV. REPORTS

- A. Animal Care Services.
- B. Inframark.

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 Record for the Workshop Meeting on July 7, 2026, the Regular Minutes and Record of the meeting of July 21, 2026, the Special Minutes for Meeting of July 29, 2026, and the Regular Minutes of August 4, 2026. (Staffed by City Secretary Department.)
- B. Approval to authorize staff to publish notice of the public hearing for the adoption of the Unified Development Ordinance for Second reading. (Staffed by Planning & Code Enforcement Department.)
- C. Approval to authorize staff to publish notice of the public hearing to adopt the § 395.047 order setting the impact fee hearing. (Staffed by Planning & Code Enforcement Department.)
- D. Approval of six-month extension for the Final Plat for Ramos Estates Subdivision being 5.00 acres out of Farm Tracts 1038, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1,700 feet North of the Intersection of FM 1015 & Pike Blvd. (Staffed by Planning & Code Enforcement Department.) Attachment.
- E. Approval to accept BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) 15PBJA-25-GG-02826-JAGX for the amount of \$13,358.00 with no match required. (Staffed by Police Department.)
- F. Approval to ratify authorization to apply to the Texas Department of Transportation Mobilization Grant #2027-WeslacoPD-IDM-00051 for the amount of \$35,122.93 with a \$5,301.95 match for overtime. (Staffed by Police Department.)
- G. Approval to apply to the BJA FY 2026 Enhancing Security Measures for Houses of Worship for an amount of \$150,000 with no match required. (Staffed by Police Department.)
- H. Approval to apply to the DOJ FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide Program – Round 2 for \$500,000 with no local match required. (Staffed by Police Department.)

- I. Approval to solicit bids for the 18th Street Repaving Project. (Staffed by Engineering Department.)
- J. Approval to solicit Request for Qualifications (RFQ) for engineering services for the Paisano Drainage Project. (Staffed by Engineering Department.)

VI. APPOINTMENTS

- A. Discussion and consideration on Resolution 2026-62 for appointments to the Weslaco Recycling Committee Task Force. (Staffed by City Secretary Department/Sanitation Department.)

VII. NEW BUSINESS

- A. Discussion and consideration after the public hearing on behalf of Alfredo Garcia on Ordinance 2026-25 to rezone 1715 Abilene Dr. also being E 62' Lot 8, Block 6, Expressway Heights Unit 3, Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District. First reading of Ordinance 2026-25. (Staffed by Planning & Code Enforcement Department.) Attachment.
- B. Discussion and consideration after public hearing to adopt the Land Use Assumption Plan and Capital Improvement Plan. (Staffed by Planning & Code Enforcement.) Attachment.
- C. Discussion and consideration on renewal of the Consulting Agreement with Prisylla Jasso. (Staffed by City Manager.)
- D. Discussion and consideration on the request from Justin Flores, Gulf Coast Sky Spectra, for closure of Pike Blvd on August 28, 2026, for the "We Are Weslaco" Unity Drone Show. (Staffed by City Manager.)
- E. Discussion and consideration to accept the proposal from ERO Architects for the New Fire Station #4 project for supplemental service to include Generator Design, Civil Engineering Design, Information and Communication Technology Systems and Landscape & Irrigation Design Services in an amount not to exceed \$146,850. (Staffed by Asst. City Manager Omar Rodriguez.) Attachment.
- F. Discussion and consideration to approve the Proposal for Professional Subdivision Platting, Civil Engineering, Architectural, MEP Engineering, Structural Engineering, Landscape Architecture & Irrigation, Planning and Environmental, and Kitchen Design Services for the Fixed Based Operator (FBO), Hangar, and Taxiway/Apron Project at the Weslaco Mid-Valley Airport (Staffed by Asst. City Manager Omar Rodriguez.) Attachment.
- G. Discussion and consideration approve the Proposal submitted by Halff & Associates for Professional Civil Engineering, Surveying, Environmental, Electrical Engineering, and Geotechnical Services for the Runway and Taxiway Extension Project at Weslaco

Mid-Valley Airport. (Staffed by Asst. City Manager Omar Rodriguez.) Attachment.

- H. Discussion and consideration of renewal agreements with Muniservices, LLC for the local hotel occupancy tax program and sales tax audit and administration services. (Staffed by Finance Department.) Attachment.
- I. Discussion and consideration to accept the calculation of the No-New-Revenue and Voter-Approval tax rates for the 2026 tax year by the Hidalgo County Tax Assessor-Collector Pablo Villarreal. (Staffed by Finance Department.)
- J. Discussion and consideration to approve Resolution 2026-63 proposing an ad valorem tax rate and setting a date to adopt the 2026–2027 ad valorem tax rate. **ROLL CALL VOTE REQUIRED.** (Staffed by Finance Department.)
- K. Discussion and consideration to approve Change Order No 4 to EB Merit Construction, for the addition of shade structures with bleachers at Isaac Rodriguez Park and Mayor Pablo Pena Park not to exceed \$155,604.80. (Staffed by Parks & Recreation Department.) Attachment.
- L. Discussion and consideration for the removal of an existing play scape at Mayor Pablo Pena Park and reinstalling the play scape with a turnkey at Villa Verde Park not to exceed \$141,806.40. (Staffed by Parks and Recreation Department.) Attachment.
- M. Discussion and consideration on the purchase of an E.H. Wachs Standard LX Valve Maintenance Trailer for the Water Utilities Division in the amount of \$99,266.25 through BuyBoard Contract #788-25. (Staffed by Utilities Department.) Attachment.
- N. Discussion and consideration on the upcoming streets to be paved: 1st Street from Bridge Ave. to Wardlow St.; Iowa Avenue from Los Torritos St. to Mesquite Ave.; Illinois Avenue from Los Torritos St. to Plaza St.; and Sinclair Street from 2nd St. to Witmer Ave. (Staffed by Public Works Department.) Attachment.
- O. Discussion and consideration of Change Order No. 1 for Elite Grading and Paving, LLC for the Sugarcane Drive Re-Paving Project increasing the contract amount by \$20,000 and extending the contract time by thirty (30) calendar days. (Staffed by Engineering Department.) Attachment.
- P. Discussion and consideration on the purchase of two ATVs with related emergency equipment from federal asset forfeiture funds for an amount not to exceed \$27,000. (Staffed by the Police Department.) Attachment.
- Q. Discussion and consideration to accept renewal for the Employee Assistance Program (EAP). (Staffed by Human Resources Department.)
- R. Discussion and consideration to rescind the Employer Paid Group Term Life and AD&D contract award under RFP #2025-26-40 and accept the renewal as submitted by the incumbent vendor. (Staffed by Human Resources Department.)

- S. Discussion and consideration to rescind the Accident policy contract award under RFP #2025-26-39 and accept the renewal as submitted by the incumbent vendor. (Staffed by Human Resources Department.)

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 regarding Cause No. C-3430-26-D Enedelia De Leon, Heather L. De Leon Pena, and Ruben De Leon vs. City of Weslaco, Texas as authorized by Section §551.071 of the Texas Government Code.
- C. Real Property — Consultation with the City Attorney regarding the sale, purchase, exchange, lease or value of property located on 18th Street and Westgate Drive, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Local Government Code.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. ADJOURNMENT

I certify that the agenda **Notice of a Regular Meeting of the Weslaco City Commission** is true and correct; and that I posted the agenda on the bulletin board, a place convenient and readily accessible to the public on the 12th day of August 2026 on or before 5:30 pm in accordance with the

Texas Open Meetings Act (Tex. Gov't Code 551-041 – 551.050) and Section 418.016 Texas Government Code.

/s/ Norma A. Cantu, City Secretary

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

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

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

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

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY".

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



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1043	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on behalf of Alfredo Garcia to rezone 1715 Abilene Dr. also being E 62' Lot 8, Block 6, Expressway Heights Unit 3, Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District.			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on July 24, 2026.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the application and the Public Hearing for the Planning and Zoning Commission and City Commission appeared in The Monitor on July 15, 2026.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval at their regular meeting of August 5, 2026, based on the overall mixed use of the existing development.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends denied based on surrounding land use.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise the applicant.			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1081	
From: REBEKAH DE LA FUENTE			
Subject: To solicit input on the adoption of the Land Use Assumption Plan and Capital Improvement Plan.			
Background: The City has prepared a Land Use Assumption Plan and Capital Improvement Plan to evaluate anticipated growth within the City and the infrastructure improvements necessary to accommodate that growth. The plans identify projected development patterns and the water and wastewater capital improvements needed to maintain adequate service capacity. The Land Use Assumption Plan and Capital Improvement Plan serve as the basis for determining whether impact fees should be imposed on new development to help recover a portion of the costs associated with providing additional water and wastewater service capacity. Drafts of the plans have been available for public review on the City's website since May 6, 2026. The purpose of this public hearing is to provide an opportunity for the public to review the proposed plans and provide comments and input prior to consideration of their adoption by the City.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Public Hearing			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Notice of the public hearing appeared in The Monitor on July 8, 2026 for the regular meeting of the City Commission			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Capital Improvements Advisory Committee approved the adoption of the Land Use Assumption Plan and Capital Improvement Plan on May 5, 2026			
REBEKAH DE LA FUENTE		Created/Initiated	
REBEKAH DE LA FUENTE		Approved	
Xavier Salinas		Final Approval	
City Manager Comments: Approve to solicit public comments.			
Staff Recommendation: Staff recommends adoption of the Land Use Assumption Plan and Capital Improvement Plan			
Attachments, if any:			
Responsibilities upon Approval: Staff will proceed with the next steps in the adoption of the Land Use Assumption Plan and Capital Improvement			

Plan.



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1097	
From:			
Subject: Animal Care Services.			
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 Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1098	
From:			
Subject: Inframark.			
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 Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Report only.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-767	
From:			
Subject: Approval of the Record for the Workshop Meeting on July 7, 2026, the Regular Minutes and Record of the meeting of July 21, 2026, the Special Minutes for Meeting of July 29, 2026, and the Regular Minutes of August 4, 2026. (Staffed by City Secretary Department.)			
Background: Record of commission action for regular, special and workshop meetings held July 7, July 21, July 29 and Regular Meeting on August 4, 2026.			
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 Xavier Salinas		Created	
City Manager Comments: Approve subject to any comments from the governing body.			
Staff Recommendation: Approve subject to any comments from the governing body.			
Attachments, if any: 260707 Record, 260721 Record, 260721 minutes, 260729 minutes special called			
Responsibilities upon Approval: Execute and retain.			



**RECORD OF WORKSHOP
WESLACO CITY COMMISSION
TUESDAY, JULY 7, 2026**

On the 7th day of July 2026 at 4:30 p.m., the City Commission of the City of Weslaco, Texas convened in a Workshop in the Legislative Chamber Room located at 255 S. Kansas Avenue with the following members present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Pete Garcia Jr.
	Commissioner	Letty Lopez
	Commissioner	Josh Pedraza
	Commissioner	JP Rodriguez P
	Commissioner	Adrian Farias
ABSENT:	Commissioner	Israel Gonzalez Jr.
STAFF PRESENT:	Xavier Salinas	City Manager
	Norma A. Cantu	City Secretary
	Benjamin Castillo	City Attorney

Also present: Omar Rodriguez Asst. City Manager, Antonio Lopez, Asst. City Manager/Fire Chief, Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Rebekah De La Fuente, Planning & Code Enforcement Director, Peter Hermida, City Engineer, Robert Lopez, Police Chief, David Arce, Utilities Director, Nick Castillo, Public Works Director, Marco A. Ortiz, Sanitation Director, Eddie Serna, Parks & Recreation Director, Maricarmen Garcia, Asst. Library Director, Rick Mendoza, IT Director, Celine Pardo, Municipal Court, Luz Galindo 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 Tuesday, June 30, 2026.

B. Roll Call.

Norma A. Cantu, City Secretary, conducted roll call to show attendees.

II. NEW BUSINESS

A. Presentation of the Westgate and 18th Street Traffic Study.

Peter Hermida, City Engineer, introduced representatives from Hanson Professional Services, the on-call engineering consultant that conducted a traffic study at the intersection of Westgate and 18th Street. Project Manager Paulina Vega introduced the team — Roadway Engineer Sarah DeBerry and Traffic Discipline Manager Gerry Rangel and they presented the following:

Existing Conditions and Purpose

Sarah DeBerry stated the intersection of Westgate and West 18th Street currently operates as an all-way stop-controlled intersection, with through lanes on all four approaches and dedicated left turn bays on three of the approaches except the eastbound approach on West 18th Street lacks a left turn bay. The area is predominantly residential, with homes to the south, a vacant lot to the north, and a farm field that could potentially be developed into additional housing in the future. Both roads are classified as major collectors on TxDOT's statewide planning map.

The study was initiated in response to 20 documented crashes at this intersection between 2021 and 2025, along with multiple public complaints about near-miss incidents. The study's purpose was to determine whether improvements are warranted, compare improvement alternatives, and recommend the highest-value solution for the city. Four alternatives were analyzed and stated Alternative 1: All-way stop control with added turn lanes, Alternative 2: Traffic signal with the existing lane configuration, Alternative 3: Traffic signal with added turn lanes (a combination of Alternatives 1 and 2) and Alternative 4: a Roundabout.

Gerry Rangel went over the existing conditions, layout of the intersections and overviewed each of the alternatives. Stated the methodology used for the study was traffic operations (level of service rated A (best) to F (worst), safety (crash history/reduction) and cost (implementation and benefit). Sarah DeBerry went over the operations analysis that was modeled to both current and future (20-year) traffic conditions. Without any improvements, the intersection's morning peak level of service was projected to deteriorate to an "E" rating (unstable congested) — considered unacceptable. All four alternatives produced acceptable levels of service in the future scenario. The roundabout performed best, achieving a Level of Service "A" for both AM and PM peaks. The signal with added turn lanes achieved "B" ratings in both periods, while the all-way stop control with turn lanes and the signal without turn lanes also performed acceptably.

Safety Analysis

Of the 20 crashes recorded from 2021 to 2025, 45% were angle collisions and 35% were turning-related. Two minor injuries were recorded, both from angle collisions. The analysis found no pavement or lighting deficiencies contributing to crashes. The predominant pattern was drivers failing to identify and yield to conflicting traffic. In terms of anticipated crash reduction, the roundabout ranked highest, followed by the all-way stop control with added turn lanes and the signal with added turn lanes tied for second, and the signal with existing lane configuration reducing crashes by approximately 20%.

Cost Analysis

High-level cost estimates were developed for each alternative, incorporating pavement, right-of-way acquisition, utility conflicts, and a contingency factor and does not include cost for operational maintenance.

- Alternative 1 (All-way stop with added turn lanes): Lowest cost option:\$500,000
- Alternative 2 (Traffic signal, existing configuration): Approximately \$550,000
- Alternative 3 (Traffic signal with added turn lanes): Approximately \$1,000,000
- Alternative 4 (Roundabout): Approximately \$1,400,000

Recommendations

Gerry Rangel stated their ranking and recommendations were as follows:

- Traffic signal with the existing lane configuration — lowest cost, good future operations (Level of Service "B"), highest benefit-cost value
- Roundabout — most expensive but best overall operations and safety performance
- Traffic signal with added turn lanes
- All-way stop control with added turn lanes

Omar Rodriguez, Asst. City Manager, questioned if the costs presented included the annual operations and maintenance of the signal lights. Gerry Rangel stated the costs were only construction cost.

Commissioner Rodriguez acknowledged the intersection has been a long-standing area of concern, as the area is residential and business growth in the area — combined with a nearby park and schools — have intensified traffic demands during peak hours. He said that the primary challenge would be determining how to fund the necessary improvements.

Mayor Gonzalez concurred that the need is clear and indicated that immediate action on restriping the faded lane markings was a priority, noting the condition is a safety hazard. Mayor Pro Tem Garcia Jr. suggested that restriping and the installation of blinking lights at the four-way stop could serve as a low-cost interim measure.

The Commission discussed potential funding mechanisms, including the possible use of existing Certificate of Obligation (CO) funds from the 2025 bonds series or identifying the project as a future 2027 bond. Omar Rodriguez noted that the study was conducted specifically to provide the tools needed to plan for these expenses and prioritize projects accordingly.

Commissioner Farias questioned if right-of-way would be needed traveling westbound turning north on Westgate and if staff had been looking into acquisition. Xavier Salinas noted that discussions have been ongoing regarding the possible acquisition of a corner property near the intersection to facilitate future right-of-way improvements and confirmed that an appraisal is the next step in that process.

Sarah DeBerry noted that the intersection may be eligible for Highway Safety Improvement Program (HSIP) funding through TxDOT, which issues calls for applications typically around December each year. While the current cycle had passed, the team indicated that this study provides the necessary documentation to support a future application. They acknowledged that HSIP rankings are heavily weighted toward intersections with severe injuries or fatalities, but that leftover funds sometimes allow lower-ranked intersections to receive awards.

Omar Rodriguez stated a similar study at the intersection of Milano and 18th Street would be looked into, noting a rise in accidents in that corridor in recent years; these studies will have the city application ready for funds and prioritize projects. Commissioner Rodriguez asked for the radius used for their study. Gerry Rangel stated cameras were used to collect count from all of the approaches and the study area for the crashes extended about 500 feet from the intersections.

Mayor Gonzalez thanked them for their report and the options provided.

B. Presentation of the proposed 2025-2026 dilapidated structures and process. (Staffed by Planning & Code Enforcement.).

Rebekah de la Fuente, Director of Planning and Code Enforcement, went over the proposed list of 15 properties being considered for demolition a process that is not taken lightly and that the City undertakes a full year of steps before a property is brought before the commission. Stated as a courtesy beyond what state law requires, staff first sends an initial letter to property owners indicating that their property may end up on the demolition list, inviting them to come in and discuss options.

Properties Presented

Rebekah de la Fuente reviewed each property with exterior and interior photographs, back tax information, and police call-for-service data for the following properties:

- 1 South Kansas — Fourth time being brought forward for demolition proceedings; interior shows significant deterioration.
- 114 North Republic — Third time before the Commission; \$6,255.33 in back taxes owed; interior damage evident; multiple police call for service on record.
- 118 North Illinois — Roof caving in from exterior; extensive interior rot; structural integrity compromised; call-for-service history on file.
- 210 Los Torritos — Significant neglect and hoarding conditions; police calls include narcotics, fighting in progress, and family disturbances.
- 216 West Plaza — Owner has applied for a demolition permit; property remains on the list to preserve the City's authority to act should the owner fail to follow through; \$16,885 in back taxes owed.

- 220 Sergeant Rosas — Over \$10,000 in back taxes owed; structure is open to the outside and completely gutted.
- 314 North Missouri — Open on all sides; roof visible through the interior; structural integrity no longer present; police calls include a shots-fired incident.
- 400 North Republic — Second time before the Commission; over \$7,000 in back taxes; building has been boarded previously by both the owner and the City, with repeated unauthorized entry. Identified by Commissioner as a former neighborhood general store near Lincoln Elementary.
- 601 North Airport — Located near the City park; structure is largely collapsed with apparent fire damage visible on the interior charring.
- 601 North Padre — Broken windows, holes in exterior walls, ceiling damage, and exposed insulation and siding.
- 605 West Esplanada — Roof and ceiling caving in; walls deteriorating with visible openings.
- 711 N. Texas Blvd. (former structure near old Payless) — Presented as a success: the property owner voluntarily demolished the structure prior to the Commission meeting. Staff included it to demonstrate that the process is working.
- 1803 Frostproof — Structure has been substantially demolished already following a fire; piles of rubble remain, and the property is included so the City retains authority to complete the haul-off if the owner does not.
- 1919 West Dallas — Back taxes owed; ceiling and wall damage documented; call-for-service history on record.
- 2009 Corpus Christi — Owner has applied for a demolition permit and may be present at the City Commission meeting; property remains on the list; back taxes owed; exposed rooflines and caved ceilings documented.
- 23 East Plaza — Fourth time being brought before the Commission; a one-year extension was granted at the last hearing to allow the owner to bring the property into compliance; no action has been taken, and the property is being resubmitted.

Staff outlined the extensive due process followed prior to Commission action, included property inspections by the Fire Marshal and building staff; sworn photo affidavits; title reports to identify the correct property owners; newspaper publication; posting on each building; notification letters following the Board of Adjustments (BOA) recommendation; and certified mail to the property owner's address of record.

Staff stated that the Commission's action is final. Property owners wishing to appeal must do so through district court within 30 days of the Commission's decision — from July 7 through August 7. District court review is limited to whether the City followed proper due process, not a re-evaluation of the merits. Following the 30-day appeal window, staff will coordinate with Public Works, Sanitation, Fire, Building, and Code Enforcement to schedule demolitions, with a 60-day window to complete all demolitions. Property owners will be invoiced for all associated costs — including title report fees, equipment, staff time, tipping fees, and administrative costs — and must pay within 30 days. Unpaid invoices will result in a lien filed against the property.

Mayor Pro Tem Garcia Jr. asked whether any of the residential structures could be repaired rather than demolished. Staff confirmed that if a property owner presents a permit and demonstrates active progress toward compliance, that could be considered; however, many of the structures on the list are so extensively deteriorated that the cost of bringing them into compliance would likely exceed the cost of demolition and new construction.

Mayor Gonzalez reflected on the difficult but necessary nature of the process, noting that many of the structures are in neighborhoods where residents have longstanding memories, but that the safety of surrounding areas must take priority, as dilapidated structures frequently become sites of graffiti, trespassing, and other criminal activity.

Xavier Salinas noted that staff has been working on identifying properties that, once cleared, could serve a public benefit — such as the property at 601 North Airport, adjacent to a City park, which has been discussed as a potential parking area with covered amenities for the community. Potential acquisition of the land following demolition was noted as a future step to be pursued with property owners.

At 5:14 p.m. Commissioner Farias seconded by Mayor Pro Tem Garcia Jr. moved to convene the workshop into Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

III. 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.

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

C. Real Property — Discussion and consultation regarding the sale, purchase, exchange, lease or value of property located at Westgate and 18th Street legally described as being South 12.79 acres of land, more or less of Farm Tract 666, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.

At 5:32 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the workshop as open to the public and entertained a motion for adjournment.

IV. ADJOURNMENT

Mayor Pro Tem Garcia Jr. seconded by Commissioner Rodriguez moved to adjourn the workshop meeting of July 7, 2026 at 5:32 p.m. The motion carried unanimously; Mayor Gonzalez was present and voting.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



**RECORD OF WORKSHOP
WESLACO CITY COMMISSION
TUESDAY, JULY 21, 2026**

On the 21st day of July 2026 at 4:30 p.m., the City Commission of the City of Weslaco, Texas convened in a Workshop in the Legislative Chamber Room located at 255 S. Kansas Avenue with the following members present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Pete Garcia Jr.
	Commissioner	Letty Lopez
	Commissioner	Josh Pedraza
	Commissioner	JP Rodriguez (via zoom)
	Commissioner	Israel Gonzalez Jr.

ABSENT:	Commissioner	Adrian Farias
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STAFF PRESENT:	Omar Rodriguez	Asst. City Manager
	Aida Vega	Deputy City Secretary
	Benjamin Castillo	City Attorney

Also present: Antonio Lopez, Asst. City Manager/Fire Chief, Rosie Cavazos, Finance Director, Rebekah De La Fuente, Planning & Code Enforcement Director, Peter Hermida, City Engineer, Ted Walensky, Captain Police Dept., David Arce, Utilities Director, Nick Castillo, Public Works Director, Marco A. Ortiz, Sanitation Director, Eddie Serna, Parks & Recreation Director, Maricarmen Garcia, Asst. Library Director, Rick Mendoza, IT Director, Celine Pardo, Municipal Court, Luz Galindo 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 Wednesday, July 15, 2026.

B. Roll Call.

Aida Vega, Deputy City Secretary, conducted roll call to show attendees.

II. NEW BUSINESS

A. Discussion and presentation on Drainage Ditch maintenance. (Staffed by Public Works Department.)

Nick Castillo, Public Works Director, presented on the city's drainage ditch maintenance operations and previewed a short video. He stated there is 28 ditches totaling approximately 22.18 miles —as well as nearly 39 acres of retention and drainage areas (RDFs) across various subdivisions. He explained that each ditch is dredged at least once per year, with a full cycle taking

approximately 43 to 44 weeks citywide. Separate from dredging, mowing of the ditches is performed quarterly using two tractors equipped with batwing and slope mowers. The city's equipment inventory includes one long-reach excavator city owned), one wheeled excavator, and two slope mowers.

A before-and-after photo of the Latino Club ditch was presented as an example of a thoroughly dredged channel, which took approximately three weeks to complete and noted by the time a ditch is fully cleaned, early re-growth has already begun, and it will be approximately 40 weeks before crews return for another thorough dredging.

Mayor Gonzalez acknowledged that maintenance operations are conducted year-round, not just in response to storm events, and expressed the need for the Media Department to more consistently document and communicate the city's ongoing maintenance work to the public, noting that crews had faced unfair criticism following the June rain event. Mayor Pro Tem Garcia Jr. raised the importance of reinstating monthly reporting of ditch maintenance activities to the Drainage Committee and the full Commission. Nick Castillo stated ditch activity is already reflected in weekly reports submitted each Wednesday to management.

Omar Rodriguez explained that the city can only maintain ditch and rights-of-way that are physically accessible. In numerous locations throughout the city, fencing, storage sheds, RV parks, and other encroachments — many predating current ordinances — prevent equipment access to one or both sides of a ditch. He referenced a recent inter-agency meeting attended by the Mayor, city management, department heads, the county drainage district, irrigation district, and TxDOT, at which this shared challenge was discussed. Omar Rodriguez stated that the drainage district declines to clean ditches when access is blocked on one side, compounding the problem.

Benjamin Castillo, City Attorney, explained that encroachments on city right-of-way must be addressed through Code Enforcement and, if necessary, through Municipal Court, either by ordering the property owner to remove the encroachment or by authorizing an abatement with a lien placed against the property and acknowledged this is a lengthy process.

Mayor Gonzalez stressed the importance of clearly communicating to affected property owners that resolving drainage problems may require the removal of fencing or structures built within the easement. Staff noted in some cases, fill dirt may need to be added to ditches to restore proper elevation and flow and that illegal dumping of brush and debris contributes significantly to ditch obstruction, and that post-rain cleanup is a separate and recurring necessity beyond the regular maintenance cycle.

B. Discussion and presentation on Fireworks in city limits. (Staffed by Fire Department.)

Omar Rodriguez begun the discussion by explaining why the item was placed on the agenda: following the July 4th holiday, the city received numerous complaints regarding the placement of fireworks stands and a perceived lack of enforcement. He clarified that the city currently has no

ordinance regulating fireworks — neither sales nor use within city limits — and that enforcement authority is limited entirely to applicable state law. He noted that a proposed ordinance appears later on the regular commission meeting agenda, and that this workshop presentation was intended to be informational and to generate policy direction.

Mike Sweeny, Fire Marshal, Joe Pedraza, Asst. Code Enforcement Director, presented the current regulatory landscape and a proposed ordinance. Mike Sweeny explained that the city once had a fireworks ordinance, but that it was inadvertently not codified during the codification process around 2006–2008 and that previous city legal counsel had advised that the ordinance could not simply be re-added to the codified code after the fact, which is why it was never restored.

Joe Pedraza explained that fireworks vendors are currently processed as general vendors under the city's vendor ordinance. For the July 4th period, nine stands operated inside city limits. Code Enforcement and the Fire Marshal's Office conduct safety inspections of each stand, verifying compliance with state requirements: a person 18 or older must be present 24/7, a fire extinguisher must be on-site, both exits must be accessible, no-smoking signs must be posted, and a valid state fire marshal permit must be displayed. Stands are not permitted to open until these requirements are met. Commissioner Gonzalez questioned if revenues are received. Rosie Cavazos, Finance Director, stated fireworks vendors are required to register as sales tax vendors and reported only approximately \$1,000 in sales tax revenue attributable to fireworks for the last fiscal year, due in part to the occurrence of cash transactions.

Mike Sweeny stated the proposed ordinance would constitute a complete ban on the sale, storage, and use of all consumer-grade fireworks (classified as 1.3G) within city limits. He acknowledged enforcement of the use prohibition would be practically impossible at scale, noting that the ordinance's primary purpose would be public safety awareness and providing a legal basis for action in an exceptionally bad case.

Antonio Lopez, Asst. City Manager/Fire Chief, stated taken into consideration in proposing the ordinance was that structures fires attributable to fireworks have occurred in the city, including two homes heavily damaged as well as EMS calls involving hand and facial injuries from fireworks ignition. He characterized the ordinance draft as a starting point for discussion, not a final product.

Mayor Gonzalez expressed that while fireworks are inherently dangerous, banning their use citywide would be nearly unenforceable given the city's population, and suggested that a more practical approach such as regulating where sales stands may be located, such as establishing minimum distances from gas stations and residential areas — might be more effective and suggested that requiring permits and maintaining a known list of stand locations would improve oversight.

Mayor Pro Tem Garcia Jr. raised the possibility of taking the matter to the voters via a ballot proposition, rather than having the Commission unilaterally adopt an ordinance. Commissioner Lopez and Mayor Gonzalez voiced that would have enforcement issues. Joe Pedraza said the

commission can put into place the requirements regulating the fireworks. Commissioner Rodriguez (participating remotely via Zoom) asked whether the ordinance would ban all fireworks or only certain types and was informed that the proposed draft would ban all consumer-grade (1.3G) fireworks — sales, storage, and use — without exception.

Commissioner Pedraza expressed consideration to those residents, particularly veterans experiencing PTSD and pet owners, who had contacted the city with strong complaints about firework use. However, he acknowledged the distinction between regulating sales and regulating use, noting that prohibiting sales within city limits would not prevent residents from purchasing fireworks nearby and bringing them back.

Omar Rodriguez recommended giving commissioners additional time to consider the proposal and directing staff to research what conditions and regulations similar cities have adopted, particularly regarding retail placement rules for vendors and looking at state regulations for enforcement. He proposed returning with a more thorough set of options at a follow-up workshop in approximately 30 days. Mike Sweeny stated there were nine official holidays where the sales of fireworks are permitted for celebrations by the State.

At 5:19 p.m. Commissioner Pedraza seconded by Mayor Pro Tem Garcia Jr. moved to convene the workshop into Executive Session. The motion carried unanimously; Mayor Gonzalez was present and voting.

III. 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.

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

C. Real Property — Discussion and consultation regarding the sale, purchase, exchange, lease or value of property located at Westgate and 18th Street legally described as being South 12.79 acres of land, more or less of Farm Tract 666, Block 164, West Tract Subdivision, Weslaco, Hidalgo County, Texas as authorized by Section §551.072 of the Texas Government Code.

At 5:33 p.m. Mayor Gonzalez stated the City Commission had completed its Executive Session and reconvened the workshop as open to the public and entertained a motion for adjournment.

IV. ADJOURNMENT

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to adjourn the workshop meeting of July 21, 2026 at 5:33 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 REGULAR MEETING
WESLACO CITY COMMISSION
TUESDAY, JULY 21, 2026**

On Tuesday, July 21, 2026, 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 members' present:

PRESENT:	Mayor	Adrian Gonzalez
	Mayor Pro Tem	Pete Garcia Jr.
	Commissioner	Letty Lopez
	Commissioner	Adrian Farias
	Commissioner	Israel Gonzalez Jr. (via zoom)
	Commissioner	Josh Pedraza
	Commissioner	JP Rodriguez

ABSENT: None

STAFF PRESENT:	Omar Rodriguez	Asst. City Manager
	Aida Vega	Deputy City Secretary
	Benjamin Castillo	City Attorney

Also present: Antonio Lopez Asst. City Manager/Fire Chief, Rosie Cavazos, Finance Director, Rebekah De La Fuente, Planning & Code Enforcement Director, Peter Hermida, City Engineer, Eddie Serna, Parks and Recreation Director, Luz Galindo, HR Director, Robert Lopez, Police Chief, Nick Castillo, Public Works Director, David Arce, Utilities Director, Arnold Becho, Library Director, Celine Pardo, Court Clerk, Rick Mendoza, IT Director, Magali Vega, Media Director, Krista Cheramie, Animal Care Services Director, George Quilantan and Lucio Garza, 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 Tuesday, July 15, 2026.

B. Invocation.

Pastor Carl Farmer, The Family 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 perfect attendance and a quorum present.

E. Mayoral recognition.

1) Recognition — Prime South GME Consortium at Knapp Medical Center arrival of 19 new resident physicians.

Mayor Gonzalez along with the City Commission recognized the 2026 Prime South GME Consortium Resident Physicians to Knapp Medical Center composed of 13 internal medicine residents and an inaugural class of 6 family medicine residents for a total number of resident physicians training at Knapp Medical Center to 31 and acknowledged the Consortium and Knapp Medical Center for their commitment to graduate medical education, attracting physicians to the Rio Grande Valley, and building a healthier future for the community.

2) Recognizing the collaboration of the donation of two used police units previously deemed surplus for the WISD Criminal Justice Program.

Mayor Gonzalez along with the City Commission recognized the Joe Calvillo Jr. Career and Technology Education Complex Criminal Justice Program for providing students from Weslaco High School and Weslaco East High School with hands-on training and practical experience aligned with careers in law enforcement and public safety.

II. PUBLIC COMMENTS

Herminia Borge voiced her discontent of the road closure along Sugarcane Drive. Stated she was not against roadway improvements but her business La Casa Azul Coffee Bar, was effected tremendously because proper notifications were not given regarding timeline of the improvements that could have allowed her to adjust work schedules for her employees and customers.

III. REPORTS

A. Present dividend check received from Texas Mutual for the City's commitment to Workplace Safety.

Cecilia Flores, HR staff, presented a report noting that this was the fifth consecutive year the City of Weslaco received a dividend check from Texas Mutual Insurance. The dividend check presented was in the amount of \$107,219.91, reflecting the City's strong commitment to workplace safety. Since 2022, the City has received cumulative dividend payments totaling \$353,578.95.

Ramon Montalvo, representing Texas Mutual, commended the City's efforts, attributing the dividend to three key factors: the City's continued loss control program, stricter departmental oversight, and the City's choice of insurance carrier. He noted that with three months remaining in the fiscal year, the City's current loss record positions it well for an even larger dividend check in the following year. Mayor Gonzalez recognized the City's department directors and staff for their role in maintaining a safe work environment, emphasizing that the dividend was a direct reflection

of their diligence. Commissioner Farias inquired whether the funds were restricted; Finance staff confirmed they are deposited back into the general fund.

B. Inframark.

Lucio Garza, Inframark, reported the North Wastewater Treatment Plant operated at 100% regulatory compliance, running at 70% capacity. Two recently completed projects were the replacement of the chlorine clarifier and installation of splash guards to protect mechanical components from sludge contamination.

South Wastewater Treatment Plant operated at 100% compliance and 65% capacity; The Headworks 90-degree elbow replacement project was successfully completed, extending the life of those pipes by approximately 20 years.

Water Treatment Plant: only plant No. 5 operated during the period due to low demand, producing 6.5 million gallons per day at 100% compliance. A chemical line replacement project was completed, improving operators' ability to make proper treatment adjustments. The technical team reported that SCADA communication for the Milano and Westgate water towers is expected to be completed by mid-August.

Reservoir Levels: Combined Amistad and Falcon Reservoir storage was reported at 27.15%, described as historically low but noted that both plants had passed a TCEQ inspection with full compliance, and that permit documents are being prepared in coordination with city engineering staff.

Upcoming Projects: The UV module installation was noted as awarded, with the contractor expected to begin work the following week and completion targeted by September 1. Capital projects included suction line replacement at the North Plant's influent well and upgrades to Lift Stations 16 and 35, with Lift Station 35 identified as the higher priority.

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 on second and final reading of the following:

1) Ordinance 2026-21 to rezone 715 N Kansas Ave. also being Lots 20-22, Block 1, B.F. White Subdivision, Weslaco, Hidalgo County, Texas from R-1 One Family Dwelling District to T-1 Townhomes District. (First reading held July 7, 2026; staffed by Planning & Code Enforcement Department.)

2) Ordinance 2026-22 to rezone 1628 Canyon Dr. also being Lot 170, Westgate Village Mobile Home Ph 2 Subdivision, Weslaco, Hidalgo County, Texas from M-1 Mobile Home Subdivision to B-1 Neighborhood Business District. (First reading held July 7, 2026; staffed by Planning & Code Enforcement Department.)

3) Ordinance 2026-23 for the Voluntary Annexation of Summerlin Phase 1 Subdivision being a 31.943-acre tract of land out of Farm Tract 245, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located Northwest of the intersection of W Mile 11 and N FM 88. (First reading held July 7, 2026; staffed by Planning & Code Enforcement Department.)

B. Approval to apply to the FY26 COPS Hiring Program for an amount not to exceed \$1,000,000, with a 25% matching to hire sworn police officers. (Staffed by Police Department.)

C. Approval to apply to the FY26 School Violence Prevention Program (SVPP) Grant for an amount not to exceed \$500,000 with a 25% match. (Staffed by Police Department.)

D. Approval to ratify the submission of a grant application to the Knapp Community Care Foundation in the amount of \$150,000 to extend the Community Health Officer Program with no local match required. (Staffed by Grant Manager.)

E. Approval to submit a grant application to the Leary Firefighters Foundation in the amount of \$25,000. Funding will be used to support training, equipment, and related needs for the Weslaco Fire Department. (Staffed by Grant Manager.)

F. Approval to submit a grant application to the LCRA Community Grant Program in the amount of \$76,800 for the purchase and installation of water monitoring stations and related equipment with local matching funds in the amount of \$19,000 (20%) of the total project cost of \$96,000. (Staffed by Grant Manager.)

G. Approval to ratify Contingency Allowance Expenditure Authorization #12 in an amount not to exceed \$1,830 for work related to Head Detail at Curtain Track for the new Mayor Joe V. Sanchez Public Library Project. (Staffed by Asst. City Manager.)

H. Approval to ratify Contingency Allowance Expenditure Authorization #13 for work related to signage letters in an amount not to exceed \$1,373 for the new Mayor Joe V Sanchez Library Project. (Staffed by Asst. City Manager.)

I. Approval of the landowners' petition from Jose A. Flores and Norma A. Buenrostro for the release of property located in the City's Extraterritorial Jurisdiction described as all the South 5-acres of land out of the North 10-acre tract of land out of Farm Tract 92, The West Tract Subdivision, Hidalgo County, Texas. (Staffed by Planning & Code Enforcement Department.)

J. Approval of Resolution 2026-60 to apply for the Texas Wildlife Parks Grant in collaboration with the LRGV Storm Water Taskforce for Playground Equipment not to exceed \$500,000 with a 50% match. (Staffed by Parks & Recreation Department.)

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

Following for the record are caption(s) of the ordinance(s).

ORDINANCE NO. 2026-21

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 715 N KANSAS AVE. ALSO BEING LOTS 20-22, BLOCK 1, B.F. WHITE SUBDIVISION, WESLACO, HIDALGO COUNTY, AND TEXAS FROM R-1 ONE FAMILY DWELLING DISTRICT TO RT-1 TOWNHOMES DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2026-22

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1628 CANYON DR. ALSO BEING LOT 170, WESTGATE VILLAGE MOBILE HOME PH 2 SUBDIVISION, WESLACO, HIDALGO COUNTY, AND TEXAS FROM M-1 MOBILE HOME SUBDIVISION TO B-1 NEIGHBORHOOD BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

ORDINANCE NO. 2026-23

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 37.887 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.

CITY OF WESLACO
/s/Adrian Gonzalez, MAYOR

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

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

V. APPOINTMENTS

A. Discussion and consideration on Resolution 2026-55 appointing members to the Board of Adjustments Appeals—Bldg Codes. (Staffed by City Secretary Department/PCE Department.)

Aida Vega, Deputy City Secretary, presented three reappointments for consideration: Mr. Lonnie Berry was nominated by Mayor Gonzalez, Noe Villarreal was nominated by Mayor Pro Tem

Garcia Jr., and Fidencio Alvarado was nominated by Commissioner Gonzalez Jr. All three members indicated their willingness to continue serving. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve R2026-55 reappointing Lonnie Berry, Noe Villarreal and Fidencio Alvarado to the Board of Adjustments Appeals—Bldg. Codes as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration on Resolution 2026-56 appointing a member to the Mid-Valley Airport Advisory Board. (Staffed by City Secretary Department/Airport Department.)

Aida Vega presented one reappointment for consideration. Raul Cabaza was nominated by Mayor Gonzalez. The member has indicated his willingness to continue serving. Staff recommended approval.

Commissioner Pedraza seconded by Mayor Pro Tem Garcia Jr. moved to approve R2026-56 reappointing Raul Cabaza Mid-Valley Airport Advisory Board as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration on Resolution 2026-57 appointing members to the Recycling Committee (Staffed by City Secretary Department/Sanitation Department.)

Aida Vega presented two reappointments for consideration to the Weslaco Recycling Committee: Ignacio Cavazos was nominated by Commissioner Gonzalez Jr. and Ms. Gail Weigel Ortiz was nominated by Mayor Pro Tem Garcia Jr. Both members indicated their willingness to continue serving. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve R2026-55 reappointing Ignacio Cavazos and Gail Weigel Ortiz to the Recycling Committee as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

D. Discussion and consideration on Resolution 2026-58 appointing a member to the Planning & Zoning Commission for an unexpired term ending November 19, 2027. (Staffed by City Secretary/PCE Department.)

Aida Vega stated this was a new appointment and would fill an unexpired term ending November 19, 2027. Amado C. Sanchez submitted his Board Application for consideration as was being nominated by Commissioner Farias. Staff recommended approval.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve R2026-58 appointing Amado C. Sanchez to the Planning & Zoning Commission for an unexpired term ending November 19, 2027 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

E. Discussion and consideration on Resolution 2026-59 appointing a member to the Parks & Recreation Advisory Board. (Staffed by City Secretary/Parks & Recreation Department.)

Aida Vega stated that the previous member had not sought reappointment and an appointment was needed. Mr. Alejandro Martinez submitted a board application for consideration and was nominated by Mayor Gonzalez. Staff recommended approval.

Mayor Gonzalez took a moment to thank all outgoing board members for their service, making mention of a departing member whose family was present, expressing appreciation for the time he contributed to the City.

Commissioner Rodriguez seconded by Commissioner Pedraza moved to approve R2026-58 appointing Alejandro Martinez to the Parks & Recreation Advisory Board as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration to approve Change Order No.1 for the Rafetlis Financial Consultants, Inc. contract for Engineering / Planning Services to Conduct Feasibility Studies for Water, Wastewater, and Roadway Impact Fee Study in the amount not to exceed \$12,500. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Director of Planning and Code Enforcement, explained that Rafetlis Financial Consultants, Inc. was awarded the original contract in April 2025 to conduct impact fee feasibility studies. The additional cost arises from a greater number of meetings required beyond what was originally anticipated. Staff recommended approval.

In response to Commissioner Farias, staff stated the impact fee studies pertain to new neighborhood and development projects.

Commissioner Lopez seconded by Mayor Pro Tem Garcia Jr. moved to approve Change Order No.1 for the Rafetlis Financial Consultants, Inc. for a Water, Wastewater, and Roadway Impact Fee study in the amount not to exceed \$12,500. The motion carried unanimously; Mayor Gonzalez was present and voting.

B. Discussion and consideration to approve Change Order No.1 for the Rafetlis Financial Consultants, Inc. contract for Engineering / Planning Services to Conduct Feasibility Studies for Capital Improvement Plan and Land Use Assumption Plan and to Update the City's Subdivision, Zoning and Building Ordinances in the amount not to exceed \$12,500. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente stated the change order of \$12,500 was similar to the previous item presented. The change order allowed for additional meetings beyond the original scope of work for the Capital Improvement Plan, Land Use Assumption Plan, and Unified Development Ordinance update. Staff recommended approval.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to approve Change Order No.1 for the Rafetlis Financial Consultants, Inc. for the Feasibility Studies for Capital Improvement Plan and Land Use Assumption Plan and to Update the City's Subdivision, Zoning and Building Ordinances in the amount not to exceed \$12,500. The motion carried unanimously; Mayor Gonzalez was present and voting.

C. Discussion and consideration to award RFP #2025-26-36 for the Employee Group Health Insurance to the best qualified, most advantageous respondent. (Staffed by Human Resources Department.)

Omar Rodriguez, Asst. City Manager, requested no action for items C, D and E to allow the Consultant and insurance committee to review the proposals before a recommendation is brought forward to the Commission.

No action.

D. Discussion and consideration to award RFP #2025-26-40 for the Employer Paid Group Term Life & AD&D Insurance to the best qualified, most advantageous respondent. (Staffed by Human Resources Department.)

No action.

E. Discussion and consideration to award RFP #2025-26-37 for the Workers Compensation Insurance to the best qualified, most advantageous respondent. (Staffed by Human Resources Department.)

No action.

F. Discussion and consideration of Ordinance 2026-24 amending the Weslaco Code of Ordinances, Chapter 50 Fire Prevention and Protection, creating Article VII Section 50-82 to 50-101 —Fireworks Ordinance prohibiting the sale, exhibition and possession of fireworks. First reading of Ordinance 2026-24. (Staffed by Fire Department.)

No action requested by staff.

G. Discussion and consideration to have Weslaco Fire Department register as DBA as "City of Weslaco Fire Department EMS" and "Weslaco Fire Department EMS" listed on the Texas EMS license. (Staffed by Fire Department.)

Antonio Lopez, Asst. City Manager/Fire Chief, stated this was a housekeeping measure driven by federal Medicaid/Medicare compliance requirements. He explained that the State of Texas requires all EMS providers to align their licensed names with updated federal guidelines, and that this is statewide correction affecting many agencies. The change would allow the Fire Department to submit its renewal license application to Medicaid. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Weslaco Fire Department register as DBA as “City of Weslaco Fire Department EMS” and “Weslaco Fire Department EMS” as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

H. Discussion and consideration to award RFP No. 2025-26-41 for Aviation Mechanic for On-Call Services to South Texas Aviation Services, LLC. in the amount not to exceed \$25,000 per fiscal year. (Staffed by Airport Department.)

Omar Rodriguez stated only one proposal was received and was from Jose Vallejo DBA South Texas Aviation Services. He explained that the on-call mechanic service is intended for transient aviators who land at Mid-Valley Airport and require mechanical assistance — similar in concept to a full-service gas station. The City would collect fees from customers based on a schedule of rates established under the contract, retaining a percentage markup, and in turn pay the mechanic for services rendered. Requested to remove the "not to exceed \$25,000 per fiscal year" cap, because this is a revenue-generating contract, capping the amount would unnecessarily limit the City's potential earnings.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve to South Texas Aviation Services, LLC, with the removal of the \$25,000 annual cap as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

I. Discussion and consideration to purchase various sizes of water meters from Core & Main in the amount of \$145,744.50, the City's sole source vendor for water meters. (Public Utilities Department.)

David Arce, Public Utilities Director, presented a request to purchase Neptune water meters from Core & Main in the amount of \$145,744.50. He explained that the City standardized on Neptune meters in 2018, and Core & Main is the authorized sole-source distributor in the area. The order includes 155 standard 5/8-inch residential meters, 30 one-inch meters, and a quantity of 2-inch, 3-inch, 4-inch, 6-inch, and 8-inch commercial meters. The Neptune 360 smart meter system allows staff to remotely monitor usage. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve the purchase of various sizes of water meters from Core & Main in the amount of \$145,744.50 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

J. Discussion and consideration regarding approval of legal services agreement to assist the City to participate in the National PFAS Phase 2 Settlement Program, review of eligibility status, authorization to collect and submit required system information, and preservation of all rights available under the court-approved PFAS settlements before the July 31, 2026, deadline. (Staffed by City Manager.)

Benjamin Castillo, City Attorney, presented this item and explained that the legal services agreement is necessary to allow the City to assess its eligibility for any settlement amounts under the court-approved PFAS Phase 2 settlements, with a deadline of July 31, 2026.

In response to Mayor Gonzalez about costs, Benjamin Castillo confirmed that the agreement is contingency based, with no upfront cost to the City.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve the legal services agreement to assist the City to participate in the National PFAS Phase 2 Settlement Program as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

K. Discussion and consideration to grant and convey an electric utility easement and right-of-way to Magic Valley Electric Cooperative Inc. being a 0.012-acre tract of land out of Farm Tract 58, West Tract Subdivision, Hidalgo County, Texas for the Mid-Valley Airport project. (Staffed by ACM Omar Rodriguez.)

Omar Rodriguez stated items K through N were all related to Magic Valley Electric Cooperative that is upgrading a supply line that will ultimately serve the industrial park. The four easements (K-N) are for parcels of land identified as 0.012, 0.043, 0.26, and 0.31 acres, all out of Farm Tracts 58 and 59 of the West Tract Subdivision. The easements and right-of-way would have an electrical line to cross beneath the airport runway. Staff recommended approval of all four items to be acted on separately.

Commissioner Pedraza seconded by Commissioner Lopez moved to grant and convey an electric utility easement and right-of-way to Magic Valley Electric Cooperative Inc. being a 0.012-acre tract of land out of Farm Tract 58, West Tract Subdivision, Hidalgo County as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

L. Discussion and consideration to grant and convey an electric utility easement and right-of-way to Magic Valley Electric Cooperative Inc. being a 0.043-acre tract of land out of Farm Tract 58, West Tract Subdivision, Hidalgo County, Texas for the Mid-Valley Airport project. (Staffed by ACM Omar Rodriguez.)

Commissioner Pedraza seconded by Commissioner Lopez moved to grant and convey an electric utility easement and right-of-way to Magic Valley Electric Cooperative Inc. being a 0.043-acre tract of land out of Farm Tract 58, West Tract Subdivision, Hidalgo County as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

M. Discussion and consideration to grant and convey an electric utility easement and right-of-way to Magic Valley Electric Cooperative Inc. being a 0.26-acre tract of land out of Farm Tract 58, West Tract Subdivision, Hidalgo County, Texas for the Mid-Valley Airport project. (Staffed by ACM Omar Rodriguez.)

Commissioner Pedraza seconded by Commissioner Lopez moved to grant and convey an electric utility easement and right-of-way to Magic Valley Electric Cooperative Inc. being a 0.26-acre tract

of land out of Farm Tract 58, West Tract Subdivision, Hidalgo County as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

N. Discussion and consideration to grant and convey an electric utility easement and right-of-way to Magic Valley Electric Cooperative Inc. being a 0.31-acre tract of land out of Farm Tract 59, West Tract Subdivision, Hidalgo County, Texas for the Mid-Valley Airport project. (Staffed by ACM Omar Rodriguez.)

Commissioner Pedraza seconded by Commissioner Lopez moved to grant and convey an electric utility easement and right-of-way to Magic Valley Electric Cooperative Inc. being a 0.31-acre tract of land out of Farm Tract 59, West Tract Subdivision, Hidalgo County as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

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

O. Discussion and consideration on Amendment #1 to the Interlocal Agreement between Hidalgo County Precinct 1 and City of Weslaco for the Mile 4 1/2 West Road Project (Bridge Ave.) (Staffed by ACM Omar Rodriguez.)

Omar Rodriguez explained previous commission action approved an interlocal agreement with Hidalgo County Precinct 1 for this road project in April. After that approval, the County discovered that the Mile 9-to-Mile 10 road realignment projects were already identified in the MPO's 2045 Long Range Transportation Plan. This amendment aligns the interlocal agreement with those existing MPO project listings and allows the project to progress. Staff recommended approval.

In response to Commissioner Farias, Omar Rodriguez stated the project scope was for road realignment needed for the extension of the airport runway, and that cost details would follow as the project advances.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve Amendment #1 to the Interlocal Agreement between Hidalgo County Precinct 1 and City of Weslaco for the Mile 4 1/2 West Road Project (Bridge Ave.) as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

P. Discussion and consideration of approval of the architectural program for New Fire Station #4 and authorize ERO Architecture to proceed with the next phase of design. (Staffed by Omar, Asst. City Manager.)

Omar Rodriguez and Antonio Lopez jointly presented this item. Antonio Lopez stated that ERO Architecture had presented multiple program options at a June workshop, and the Commission had directed staff to bring back Option 1 — the full design for Phase 1 of the project. Omar Rodriguez confirmed that Option 1 encompasses a total building area of 12,659 square feet, incorporating both the fire station and an administration building within the same facility. This design will also relieve the current pressure on the police station, where fire administration is currently housed.

The project is funded through the 2025 Certificate of Obligation series. Staff recommended approval to authorize ERO Architecture to proceed with design development in preparation for bidding.

Commissioner Pedraza seconded by Commissioner Lopez moved to approve and authorize ERO Architecture to proceed with design development in preparation for bidding as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

Q. Discussion and consideration to approve the purchase of up to five new or used Police units with emergency equipment for an amount not to exceed \$125,000.00 from the Federal Asset Forfeiture account. (Staffed by Police Department.)

Robert Lopez requested approval to purchase up to five police units with emergency equipment, not to exceed \$125,000, funded entirely from the Federal Asset Forfeiture account at no cost to the City's general fund. He explained that the vehicles are intended for school resource officers currently driving units that have exceeded both the recommended mileage threshold of 110,000 miles and the recommended 10-year service life. Staff recommended approval.

Mayor Pro Tem Garcia Jr. seconded by Commissioner Pedraza moved to approve the purchase of up to five new or used Police units with emergency equipment for an amount not to exceed \$125,000 from the Federal Asset Forfeiture account as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

R. Discussion and consideration of the athletic lighting system upgrades for Harlon Block Sports Complex Park by Musco Lighting, LLC. not to exceed \$664,000. (Staffed by Parks & Recreation Department.)

Eddie Serna, Parks & Recreation Director, stated improvements to upgrade to athletic lighting at Harlon Block Sports Complex was being made. The project involves retrofitting all four baseball and softball fields with Musco LED fixtures on existing poles, replacing the current HID lighting system. The upgrade also includes "ball tracker" technology to reduce glare and enhance in-game visibility for players and spectators. The contract is through the TIPS cooperative purchasing contract No. 2610401 with Musco Sports Lighting, LLC as the vendor. The total project cost is not to exceed \$664,000, funded through Certificate of Obligation bond funds. Staff recommended approval.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve Musco Lighting, LLC. not to exceed \$664,000 for the athletic lighting system upgrades for Harlon Block Sports Complex Park as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

S. Discussion and consideration to approve of selling Brick Pavers as part of the Renovations at Corporal Harlon Block Memorial. (Staffed by Parks & Recreation Department.)

Eddie Serna stated a letter from the Iwo Jima Blue Ribbon Committee Chairman Mark McCaleb was received that requested commission approval to raise funds through sponsorships, donations, and the sale of engraved memorial bricks to support the construction of the Corporal Harlon H. Block monument. The request stipulated that all funds raised would be dedicated exclusively to the monument's planning, design, construction, and installation, with any remaining funds reserved for perpetual care and maintenance of the monument. Staff recommended approval.

Commissioner Farias and Commissioner Pedraza asked about the cost of the pavers and the engraving process. Omar Rodriguez clarified that the current construction design already incorporates pavers, and that staff and the committee want to ensure any engraving or repositioning is done in a way that preserves the structural integrity of the installation and stated tonight's action as the first step to proceed with planning — with the specific fundraising methods, pricing, and collection procedures to be worked out with finance staff and brought back to the Commission.

Commissioner Lopez seconded by Commissioner Gonzalez Jr. moved to approve of selling Brick Pavers as part of the Renovations at Corporal Harlon Block Memorial as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

T. Discussion and consideration to approve amendment to the professional Work Authorization No. 1 with SWG Engineering, LLC for additional scope of work for the Water Reservoir Rehabilitation Project at Water Treatment Plant in the amount of \$899,823.75(Staffed by Engineering Department.)

Peter Hermida explained that the City is pursuing a zero-percent match grant under House Bill 500 to rehabilitate aging raw water infrastructure at the North Water Treatment Plant. The proposed grant totals approximately \$21,000,000. The amendment expands SWG Engineering's scope to include updated design services for the raw water reservoir, associated wells, and conveyance structures, in support of that grant application. The amendment amount is \$899,823.75, bringing the total contract value to \$1,330,251.50. Staff recommended approval.

Commissioner Gonzalez Jr. seconded by Commissioner Pedraza moved to approve Amendment to Professional Work Authorization No. 1 with SWG Engineering, LLC in the amount of \$899,823.75 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

U. Discussion and consideration to approve final payment to Texas Machine Shop Pump Services LLC for the Influent and Effluent 90 Degree Elbow Replacement Project in the amount of \$127,000. (Staffed by Engineering Department.)

Peter Hermida stated Inframark verified completion of the Influent and Effluent 90-degree elbow replacement project at the South Wastewater Treatment Plant. All materials, including elbows,

pipe segments, and couplings, had been inspected and approved. This final payment of \$127,000 to Texas Machine Shop Pump Services LLC closes out the project. Staff recommended approval.

Mayor Pro Tem Garcia Jr. seconded by Commissioner Pedraza moved to approve final payment to Texas Machine Shop Pump Services LLC for the Influent and Effluent 90 Degree Elbow Replacement Project in the amount of \$127,000 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

V. Discussion and consideration to approve an amendment to the professional Work Authorization No. 1 with Urban Infrastructure Group, Inc for additional scope of work for the Sludge Study at South Wastewater Treatment Plant in the amount of \$108,000. (Staffed by Engineering Department.)

Peter Hermida stated Urban Infrastructure Group had previously been authorized to evaluate sludge handling and dewatering at the South Wastewater Treatment Plant. Additional engineering analysis has been identified as necessary to complete the assessment and design the concrete pad for the screw press the City intends to acquire. The expanded scope includes detailed site surveys, process data collection, pad area design, and preparation of TCEQ-compliant permit submittals. The amendment amount is \$108,000 and staff recommended approval.

Commissioner Lopez pressed staff on the timeline, noting the project appeared to have been moving slowly. Peter Hermida acknowledged the sludge study took time to finalize and that any changes to the South Plant must be reported to and approved by TCEQ, which adds to the timeline. He estimated that design plans would take approximately 2 to 3 months following approval, with construction and installation of the screw press projected to be complete by approximately February or March 2027.

Commissioner Pedraza seconded by Commissioner Gonzalez Jr. moved to approve Authorization No. 1 to Urban Infrastructure Group, Inc for additional scope of work for the Sludge Study at South Wastewater Treatment Plant in the amount of \$108,000 as presented. The motion carried unanimously; Mayor Gonzalez was present and voting.

The commission did not enter the executive session portion of the agenda.

VII. EXECUTIVE SESSION

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.

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

C. Legal Consultation – Consultation with City Attorney regarding Cause No. C-2224-26-H Christopher De Leon, DBA De Leon Aircraft Maintenance Professional vs. City of Weslaco, TX, Leonel Cantu, JR., and Alvino Flores, individually, and in their official capacities as Peace Officers for the City of Weslaco as authorized by Section §551.071 of the Texas Government Code.

D. Legal Consultation — Consultation with the City Attorney regarding a potential claim by Maria Lorena Martinez de Martin vs. City of Weslaco as authorized by Section §551.071 of the Texas Government Code.

IX. ADJOURNMENT

Mayor Pro Tem Garcia Jr. seconded by Commissioner Pedraza moved to adjourn the regular meeting of July 21, 2026 at 6:40 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
WEDNESDAY, JULY 29, 2026**

On Wednesday July 29, 2026, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened a Special Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

PRESENT:	Mayor	Adrian Gonzalez
	Commissioner	Josh Pedraza
	Commissioner	Letty Lopez
	Commissioner	Israel Gonzalez
	Commissioner	JP Rodriguez
ABSENT:	Mayor Pro Tem	Pete Garcia Jr.
	Commissioner	Adrian Farias
STAFF PRESENT:	Omar Rodriguez	Asst. City Manager
	Norma A. Cantu	City Secretary
	Benjamin Castillo	City Attorney

Also present: Aida Vega, Deputy City Secretary, Rosie Cavazos, Finance Director, Robert Lopez, Police Chief, Peter Hermida, City Engineer, Luz Galindo, HR Director, and other staff members were in attendance.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Gonzalez called the special meeting to order and certified the public notice of the meeting as properly posted Thursday, July 23, 2026.

B. Roll Call.

Norma A. Cantu, City Secretary, called the roll noting the absence of Mayor Pro Tem Garcia Jr. and a quorum present.

II. PUBLIC COMMENTS

None.

Mayor Gonzalez announced that he would recuse himself from the meeting and turned the proceedings over to Commissioner Pedraza to preside over the meeting.

III. NEW BUSINESS

A. Discussion and consideration to award RFP #2025-26-36 for the Employee Group Health Insurance to the best qualified, most advantageous respondent. (Staffed by Human Resources Department.)

Luz Galindo, Human Resources Director, stated three proposals were received in response to the request for proposals being Blue Cross Blue Shield, UnitedHealthcare, and Curative, each offering both HMO and PPO plan options. The City's consultant, Roger Garza, explained that staff requested a best and final offer from all respondents, noting that because the City participates in a fully funded program, negotiations must be conducted internally without changes to the program structure.

Roger Garza reported that Blue Cross Blue Shield had originally proposed a 41% increase, which was negotiated down to 35%. UnitedHealthcare submitted a counteroffer at a 38% increase. Staff recommended awarding the contract to Blue Cross Blue Shield as the most competitive proposal received.

Commissioner Gonzalez Jr. seconded by Commissioner Rodriguez moved to award for Employee Group Health Insurance to Blue Cross Blue Shield as presented. The motion carried.

B. Discussion and consideration to award RFP #2025-26-40 for the Employer Paid Group Term Life & AD&D Insurance to the best qualified, most advantageous respondent. (Staffed by Human Resources Department.)

Luz Galindo stated that the City provides a basic term life and AD&D insurance policy of \$100,000 to all active employees. The prior policy, approved in FY 2023–24, included a three-year guaranteed rate that is now expiring. Eight proposals were received in response to the RFP. Roger Garza recommended awarding the contract to The Hartford on a two-year rate guarantee as the most advantageous and competitive offer.

Commissioner Gonzalez Jr. seconded by Commissioner Rodriguez moved to award for Employer Paid Group Term Life & AD&D Insurance to The Hartford as presented. The motion carried.

C. Discussion and consideration to award RFP #2025-26-37 for the Workers Compensation Insurance to the best qualified, most advantageous respondent. (Staffed by Human Resources Department.)

Luz Galindo reported that two proposals were received: one from Texas Mutual and one from McGriff. McGriff quoted \$369,759. Texas Mutual offered two options: an out-of-network option at \$370,339 and an in-network option at \$326,283.

While the in-network option represented the lower cost, Ms. Galindo explained that the City has experienced significant challenges securing in-network providers in the Weslaco area and surrounding communities. For this reason, and consistent with the City's current practice of using the out-of-network plan, staff recommended the Texas Mutual out-of-network option. Staff stated Texas Mutual was deemed most advantageous due to the City's track record of earning dividend checks for workplace safety over the past five years, totaling \$460,798.86 combined, including a most recent dividend of \$107,219. Staff recommended approval and award Texas Mutual.

Commissioner Lopez asked for clarification on the current plan structure. Luz Galindo confirmed that the City previously had an in-network plan but transitioned to out-of-network due to provider availability issues.

Commissioner Lopez seconded by Commissioner Rodriguez moved to award Workers Compensation Insurance to Texas Mutual under the out-of-network option as presented. The motion carried.

D. Discussion and consideration to award RFP #2025-26-39 for the Ancillary Products to the best qualified, most advantageous respondent. (Staffed by Human Resources Department.)

Luz Galindo reported that the ancillary products were last awarded in FY 2023–24 with a three-year guaranteed rate expiring September 30, 2026. Staff recommended the following: vision coverage award to MetLife through Davis Vision (transition from Aflac); dental insurance award Aflac (transition from Delta Dental); cancer program award Colonial Life (no change); critical illness award Blue Cross Blue Shield (transition from Unum); hospital indemnity award Blue Cross Blue Shield (transition from UnitedHealthcare); Life & AD&D award Mutual of Omaha renewal, with a two-year rate extension offered; Short & Long Term Disability award Mutual of Omaha renewal, extending through the fourth year plus two additional one-year renewals and Accident Insurance award The Hartford (transition from Colonial Life).

In response to the commission, Roger Garza clarified that the rates are fully locked in, resulting in a three-year rate guarantee extending through FY 2028–29, aligning with the timelines of the other insurance programs.

Commissioner Gonzalez Jr. seconded by Commissioner Lopez moved to award ancillary products to MetLife (vision), Aflac (dental), Colonial Life (cancer program), Blue Cross Blue Shield (hospital indemnity, Mutual of Omaha (Life & AD&D and short and long term disability) and The Hartford (accident) as presented. The motion carried.

E. Discussion and consideration of RFP #2025-26-38 for the Commercial Package. (Staffed by Human Resources Department.)

Luz Galindo reported that the City's current commercial insurance package is set to expire on October 1, 2026, and that only one proposal was received. Staff requested approval to reject that

single proposal and accept the renewal offer from Texas Municipal League (TML) and that the renewal is priced at \$1,304,417, compared to the current year's premium of \$994,134 — an increase of approximately \$310,283.

Commissioner Gonzalez Jr. seconded by Commissioner Rodriguez moved to reject the sole proposal received and to approve the renewal offer from Texas Municipal League. The motion carried unanimously.

The Commission did not enter the executive session portion of the agenda.

IV. EXECUTIVE SESSION

V. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VI. ADJOURNMENT

Commissioner Lopez seconded by Commissioner Rodriguez moved to adjourn the special meeting of July 29, 2026 at 5:43 p.m. The motion carried.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-969	
From: REBEKAH DE LA FUENTE			
Subject: Approval to authorize staff to publish notice of the public hearing for the adoption of the Unified Development Ordinance for Second reading. (Staffed by Planning & Code Enforcement Department.)			
Background: As part of the adoption process for the Unified Development Ordinance (UDO), staff is requesting authorization to publish the required public notice in The Monitor for the first reading of the ordinance. The proposed UDO will be presented to the Planning and Zoning Commission for consideration on September 2, 2026, and to the City Commission for the first reading on September 15, 2026. The second and final reading is scheduled for October 20, 2026, which will require a separate public notice to be published in The Monitor in accordance with applicable notice requirements.			
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):			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the authorization to post			
Attachments, if any:			
Responsibilities upon Approval: Staff will proceed with the posting of the public hearing in the Monitor			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1089	
From: REBEKAH DE LA FUENTE			
Subject: Approval to authorize staff to publish notice of the public hearing to adopt the § 395.047 order setting the impact fee hearing. (Staffed by Planning & Code Enforcement Department.)			
Background: As part of the adoption process for the Impact Fee, staff is requesting authorization to publish the required public notice in The Monitor regarding the adoption and implementation of the proposed impact fees. The proposed Impact Fee Ordinance will be presented to the City Commission for first reading on October 6, 2026.			
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):			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of the authorization to post			
Attachments, if any:			
Responsibilities upon Approval: Staff will proceed with the posting of the public hearing in the Monitor			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1084	
From: REBEKAH DE LA FUENTE			
Subject: Approval of six-month extension for the Final Plat for Ramos Estates Subdivision being 5.00 acres out of Farm Tracts 1038, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas. Located approximately 1,700 feet North of the Intersection of FM 1015 & Pike Blvd. (Staffed by Planning & Code Enforcement Department.)			
Background: The proposed three (3) lot subdivision is located inside the City of Weslaco. Final Plat is set to expire on July 16, 2026. This is the 3 rd extension. The project is about 90% completed. Pending to install the sidewalk along FM 1015. The Engineering Department has provided an email.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval of the extension at their regular meeting of August 5, 2026.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Xavier Salinas		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval of the six-month extension.			
Attachments, if any: Ramos Estates 3rd ext- Memo, EXTENSION LETTER_07092026, Re_ Ramos Estates Subd Correction Pictures, Ramos Estates- Aerial			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



M E M O

Adrian Gonzalez, Mayor
Pete Garcia, Jr., Mayor Pro-Tem 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
Adrian Farias, Commissioner District 4

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

TO: Mayor and City Commission

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

RE: Ramos Estates – 3rd Six-Month Extension

DATE: August 11, 2026

The proposed three (3) lot subdivision is located inside the City of Weslaco. Final Plat approval expired on July 16, 2026. This is the 3rd six-month extension for the subdivision. The developer is 90% complete and is pending the complete sidewalks. Planning and Zoning Commission recommend approval of the six-month extension.

Thank you,

Rebekah de la Fuente, CFM



ALTEX ENGINEERING

DESIGN ♦ PLANNING ♦ MANAGEMENT
TBPE FIRM REGISTRATION NO. F-19737

July 9, 2026

Attn: **Rebekah De La Fuente, CFM**
Planning and Code Enforcement Director
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

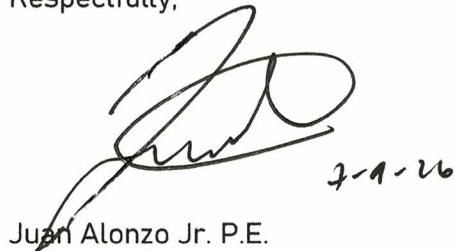
Re: **Extension Request**
Ramos Estates Subdivision
Weslaco, Texas

Ms. de la Fuente,

This letter is to formally request a Six (6) month extension on the Ramos Estates Subdivision located along FM 1015. The developer only needs to install the sidewalk along FM 105 and is currently working on the construction improvement plans for the new building and site.

Please do not hesitate to call us at (956)294-1241 if you have any questions, comments, or concerns.

Respectfully,



Juan Alonzo Jr. P.E.

From: [Jeremy Anciso](#)
To: [Rebekah M. De La Fuente](#); [Juan Alonzo](#)
Cc: [Peter Hermida](#); [Kayla A. Arevalo](#); [Flor Acuna](#)
Subject: Re: Ramos Estates Subd Correction Pictures
Date: Wednesday, July 15, 2026 7:26:11 AM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Good morning,

I wanted to provide you with an update on the Ramos Estate project. At this time, all work has been completed except for the sidewalks. The sidewalk work is still pending, and the remainder of the project is complete.

Once the sidewalks have been completed and are ready for inspection, I will send a follow-up update with the necessary information so the inspection can be scheduled.

Please let me know if you have any questions. Thank you, and I will keep you informed as the project progresses.

Get [Outlook for iOS](#)

From: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Sent: Friday, 10 July 2026 07:44:40
To: Juan Alonzo <jalonzo@altexeng.com>
Cc: Jeremy Anciso <janciso@weslacotx.gov>; Peter Hermida <phermida@weslacotx.gov>; Kayla A. Arevalo <karevalo@weslacotx.gov>; Flor Acuna <facuna@weslacotx.gov>
Subject: RE: Ramos Estates Subd Correction Pictures

Flor,

Please add to the next agenda

Rebekah de la Fuente, CFM, CPM
Planning & Code Enforcement Director



City of Weslaco

255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 447-3403
Fax: (956) 973-3128
rdelafuente@weslacotx.gov

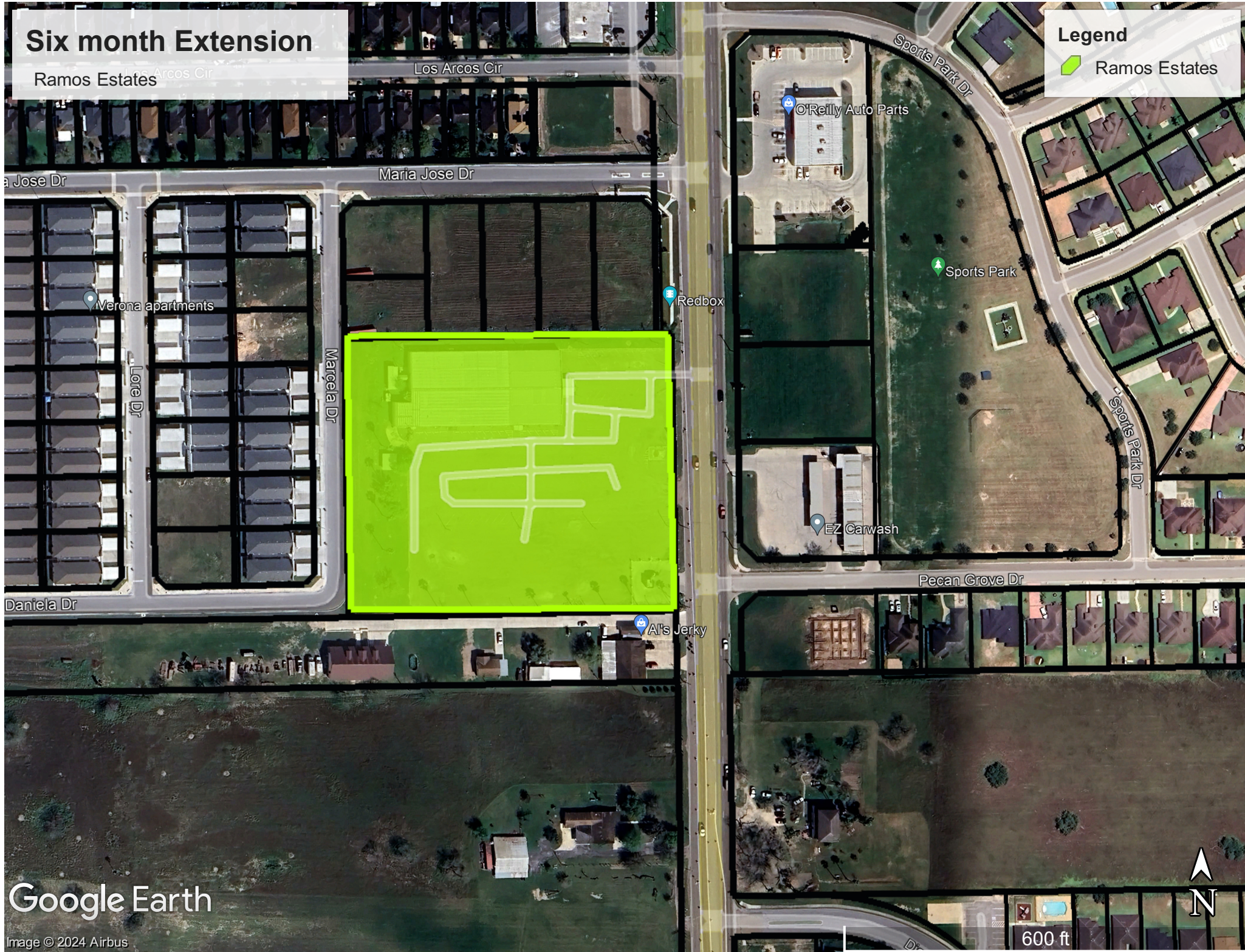
From: Juan Alonzo <jalonzo@altexeng.com>

Six month Extension

Ramos Estates

Legend

 Ramos Estates



Google Earth

Image © 2024 Airbus



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1087	
From: ROBERT LOPEZ			
Subject: Approval to accept BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) 15PBJA-25-GG-02826-JAGX for the amount of \$13,358.00 with no match required. (Staffed by Police Department.)			
Background: The Weslaco Police Department proposes to implement a Lexipol Performance Reporting and Training Tracking System to improve the administration of its criminal justice functions and to strengthen transparency, community trust, and officer accountability. The project will deploy a centralized, web-based platform to document, track, and analyze critical law enforcement events, including use of force incidents, internal affairs investigations, vehicle pursuits, encounters with community members, community complaints and compliments, and vehicle damage involving department vehicles.			
Funding Source (budget code, if applicable): 16.738 Edward Byrne Memorial Justice Assistance Grant Program			
Amount: \$13,358		Term of Impact: 12 Months	Identified in Current Budget: No
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):			
ROBERT LOPEZ ROBERT LOPEZ Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Funded Award FAW-191826 AWARD LETTER, Active Funded Award			
Responsibilities upon Approval:			

Award Letter

July 31, 2026

Dear robert lopez,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF WESLACO LOCAL GOVERNMENT CORPORATION for an award under the funding opportunity entitled 2025 BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula. The approved award amount is \$13,358.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity

Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen A. Henneberg
Deputy Assistant Attorney General

JGITS

ASAP Account Balance ⓘ
\$0.00

Last Updated Date
08/03/2026 10:46 AM

Grant Award Administrator

Award Number / ASAP Account ID
15PBJA-25-GG-02826-JAGX

ASAP Account Status
Open

ASAP Account Balance ⓘ
\$0.00

Last Updated Date
08/03/2026 10:46 AM

ROID
4818663

Total Hold Amount
\$0.00

Legal Name
CITY OF WESLACO LOCAL GOVERNMENT CORPORATION

Drawdown Total

UEI
GJMZDZZAN4J3

Project Period Start
01-Oct-2024

Project Period End
30-Sep-2027

Status of Award

Federal Award Amount
\$13,358.00

Funding Source Information

Application Number GRANT14619234				Supplement Number 00				Advance Funding advance				
Line Number	Accounting Template Name	BBFY	EBFY	Fund	Org Level 2	Org Level 4	Program Code	Project Code	SOC	SSOC	Activity Code	Amount
1	FY26 JAG Formula	2026	0	STLOC2XDIRB	GOJPBJA	GOJP8000	GOJPJAG		41002	4100	GOJPCARFWD	\$13,358.00

Suspensions

Description	Date
No items	

Holds

Description	Date	Amount
No items		



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1088	
From: ROBERT LOPEZ			
Subject: Approval to ratify authorization to apply to the Texas Department of Transportation Mobilization Grant #2027-WeslacoPD-IDM-00051 for the amount of \$35,122.93 with a \$5,301.95 match for overtime. (Staffed by Police Department.)			
Background: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes in Weslaco.			
Funding Source (budget code, if applicable): TxDOT			
Amount: \$35,122.93		Term of Impact: 12	Identified in Current Budget: No
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):			
ROBERT LOPEZ ROBERT LOPEZ Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: 2027-WeslacoPD-IDM-00051 Goal Strategies and Operational Plan, IntelliGrants Budget 2027-WeslacoPD-IDM-00051 \$35,122			
Responsibilities upon Approval:			

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities.

Strategy: Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

	Pre-Media Campaign	Enforcement Period
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 09, 2025- December 11, 2025	December 12, 2025 - January 01, 2026
Spring Break Wave	March 03, 2026- March 05, 2026	March 06, 2026 - March 22, 2026
Independence Day Wave	June 16, 2026 - June 18, 2026	June 19, 2026 - July 06, 2026
Labor Day Wave	August 11, 2026 - August 13, 2026	August 14, 2026 - September 07, 2026

Comments:

Document Information: [2027-WeslacoPD-IDM-00051](#)

 [Details](#)

You are here: > [STEP - IDM - 2027 Menu](#) > [Forms Menu](#) > [Budget](#)

BUDGET SUMMARY

- Instructions:**
- Click the **Save** button to complete this page.

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$24,244.98	\$528.80	\$24,773.78
(200)	Fringe Benefits	\$5,576.00	\$0	\$5,576.00
	Category I Sub-Total	\$29,820.98	\$528.80	\$30,349.78
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$300.00	\$300.00
	Category II Sub-Total	\$0	\$300.00	\$300.00
Total Direct Costs		\$29,820.98	\$828.80	\$30,649.78
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$4,473.15	\$4,473.15
Summary				
	Total Labor Costs	\$29,820.98	\$528.80	\$30,349.78
	Total Direct Costs	\$0	\$300.00	\$300.00
	Total Indirect Costs	\$0	\$4,473.15	\$4,473.15
Grand Total		\$29,820.98	\$5,301.95	\$35,122.93
	Fund Sources (Percent Share)	84.90%	15.10%	



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1115	
From: ROBERT LOPEZ			
Subject: Approval to apply to the BJA FY 2026 Enhancing Security Measures for Houses of Worship for an amount of \$150,000 with no match required. (Staffed by Police Department.)			
Background: Funds will support immediate protection through professional law enforcement presence while enabling officers to provide threat assessment, emergency response training, and real-time coordination with broader public safety networks. The visible deterrent effect of professional law enforcement presence has proven effective in preventing attacks on houses of worship. Allowable uses of funds include overtime costs for local law enforcement to serve during religious gatherings, events, and services. Funds may also be used to support private uniformed security at the direction of local law enforcement			
Funding Source (budget code, if applicable): 16.047			
Amount: \$150,000	Term of Impact: 36 months	Identified in Current Budget: No	
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 ROBERT LOPEZ Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: bj-a-2026-172658 CEO Certification and Assurances			
Responsibilities upon Approval:			

APPENDIX 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.
- (3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)).
- (4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government

Adrian Gonzalez

Printed Name of Chief Executive Officer (or senior official)

City of Weslaco Local Government Corporation

Name of Applicant Government Entity

08/18/2026

Date of Certification

Mayor

Title of Chief Executive Officer (or senior official)



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1116	
From: ROBERT LOPEZ			
Subject: Approval to apply to the DOJ FY 2026 Bridging Immigration-Related Deficits Experienced Nationwide Program – Round 2 for \$500,000 with no local match required. (Staffed by Police Department.)			
Background: Category 2: Technology and Equipment—Funding can be used to purchase and support multi-year implementation, ongoing subscriptions, training, and maintenance of equipment and advanced technology to address critical resource gaps and enhance capacity to support criminal justice operations.			
Funding Source (budget code, if applicable): 16.076			
Amount: \$150,000		Term of Impact: 36	Identified in Current Budget: No
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 ROBERT LOPEZ Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: DOJ FY 2026 Bridging Immigration CEO Certification and Assurances			
Responsibilities upon Approval:			

APPENDIX 1—CERTIFICATION

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.
- (3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 34 U.S.C. § 10251(a)(2)).
- (4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

08/18/2026

Signature of Chief Executive Officer (or senior official) of the Applicant Government

Adrian Gonzalez

Printed Name of Chief Executive Officer (or senior official)

City of Weslaco Local Government Corporation

Name of Applicant Government Entity

Date of Certification

Mayor

Title of Chief Executive Officer (or senior official)



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1093	
From:			
Subject: Approval to solicit bids for the 18th Street Repaving Project. (Staffed by Engineering Department.)			
Background: The City of Weslaco continues its commitment to improving roadway conditions and advancing transportation infrastructure within the community. 18th Street has been identified as a priority corridor requiring pavement rehabilitation due to aging pavement, surface deterioration, and increasing maintenance needs. The Engineering Department has completed preliminary evaluations of the roadway and determined that a full repaving project is necessary to restore driving conditions, improve safety, and extend the life of the roadway.			
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):			
ARLENE LARA PETER HERMIDA Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1124	
From:			
Subject: Approval to solicit Request for Qualifications (RFQ) for engineering services for the Paisano Drainage Project. (Staffed by Engineering Department.)			
Background: The Paisano Drainage Project has been identified by the City of Weslaco as a priority infrastructure improvement to address localized flooding, limited stormwater conveyance capacity, and recurring drainage issues impacting the surrounding neighborhoods. Preliminary evaluations by City staff indicate that the existing drainage system is insufficient during moderate and heavy rain events, resulting in ponding, reduced mobility, and increased maintenance demands. Due to the project's complexity and the need for specialized engineering analysis—including hydrologic and hydraulic modeling, design of drainage improvements, regulatory compliance review, and preparation of construction plans, the City must procure professional engineering services through a Request for Qualifications (RFQ) in accordance with state procurement laws governing professional services. Authorizing staff to solicit RFQs will allow the City to seek qualified engineering firms, evaluate their experience and capabilities, and select the most qualified team to perform project design and deliverable preparation.			
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 PETER HERMIDA Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1067	
From:			
Subject: Discussion and consideration on Resolution 2026-62 for appointments to the Weslaco Recycling Committee Task Force. (Staffed by City Secretary Department/Sanitation Department.)			
Background: Currently, appointments are needed for the Weslaco Recycling Committee Task Force. Staff has been advised that board applications will be forthcoming and will be presented at the meeting, if received.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA ADELAIDA VEGA Xavier Salinas		Created	
City Manager Comments: Approve nominee as recommended by the governing body.			
Staff Recommendation: Approve nominee as presented.			
Attachments, if any: R2026-62 appt Recycling Task Force Committee			
Responsibilities upon Approval: Execute, retain and notify nominee and appropriate department.			

RESOLUTION NO. 2026-62

**A RESOLUTION APPOINTING MEMBER(S) TO THE WESLACO
RECYCLING COMMITTEE TASK FORCE**

WHEREAS, Resolution 2017-20 passed and approved on March 7, 2017, established an ad hoc citizens' committee to solicit suggestions, make recommendations, encourage participation toward the planning and facilitation of programs, activities, and awareness on the importance of recycling; and

WHEREAS, after public meetings, all recommendations are required to be submitted to the Weslaco City Commission for approval; and

WHEREAS, the composition of members is seven (7) citizens wishing to serve their community and shall serve without compensation.

WHEREAS, members will serve a two-year term for a total of no more than six (6) years in accordance with Ordinance 2022-44; and

WHEREAS, whereas there exists vacancies for members and appointments are needed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS, THAT the following member(s) is/are appointed to serve on the Weslaco Recycling Committee Task Force.

<u>NAME</u>	<u>TERM ENDING</u>
_____	08/18/2028
_____	08/18/2028
_____	08/18/2028

PASSED AND APPROVED on this 18th day of August 2026.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1044	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after the public hearing on behalf of Alfredo Garcia on Ordinance 2026-25 to rezone 1715 Abilene Dr. also being E 62' Lot 8, Block 6, Expressway Heights Unit 3, Subdivision, Weslaco, Hidalgo County, and Texas from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District. First reading of Ordinance 2026-25. (Staffed by Planning & Code Enforcement Department.)			
Background: The applicant is requesting to rezone property from R-1 One Family Dwelling District to B-2 Secondary and Highway Business District. Twenty-three (23) property owners within 200 feet of the applicant's property were notified by letter on July 24, 2026.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: 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: Notice of the application and the Public Hearing for the Planning and Zoning and City Commission appeared in The Monitor on July 15, 2026.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning and Zoning Commission recommended approval at their regular meeting of August 5, 2026, based on the overall mixed use of the existing development.			
FLOR ELISA ACUNA REBEKAH DE LA FUENTE Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve recommendation by staff.			
Staff Recommendation: Staff recommends denied based on surrounding land use.			
Attachments, if any: 1715 Abilene- Memo, 1715 abilene dr. -Application, Legal Notice and Radius Map, 1715 Abilene- areial, O2026-25 rezone 1715 Abilene Dr			
Responsibilities upon Approval: Staff will advise the applicant.			

City of Weslaco

"The City on the Grow"



M E M O

Adrian Gonzalez, Mayor
Pete Garcia, Jr., Mayor Pro-Tem 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
Adrian Farias, Commissioner District 4

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

TO: Mayor and City Commission

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

RE: Rezone Request – 1715 Abilene

DATE: August 11, 2026

The applicant is requesting to rezone the subject property from **R-1 One-Family Dwelling District** to **B-2 Secondary and Highway Business District**. The request is being made to allow the property to be used for commercial purposes, consistent with its previous use.

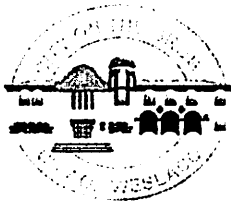
Staff has not received any petitions in opposition to the rezoning request.

Staff recommends denial of the request based on the surrounding land use.

The Planning and Zoning Commission recommended approval of the request at its regular meeting on **August 5, 2026**, based on the overall mixed-use character of the existing development.

Thank you,

Rebekah de la Fuente, CFM



APPLICATION FOR REZONING

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

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

FILE NO. _____

PROPOSED PROJECT

Legal Description of Property to be rezoned:

Lot _____ Block 6

Subdivision Name Out of Farm Tract 146, West Tract Subdivision

Street Address 1715 Abilene Dr. Weslaco, TX

Existing Zoning CO Existing Land Use Warehouse

Proposed Zoning B2 Proposed Land Use Repair Shop

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

APPLICANT

Name ALFREDO GARCIA Phone 956 309 4122

Address 3601 E MILE 8 N APT 292 Fax: _____

City WESLACO State TX Zip Code 78599 E-Mail: alfredgarcia@gmail.com

OWNER

Name Alfredo Garcia Phone 956 309 4122

Address 3601 E Mile 8 N Fax: _____

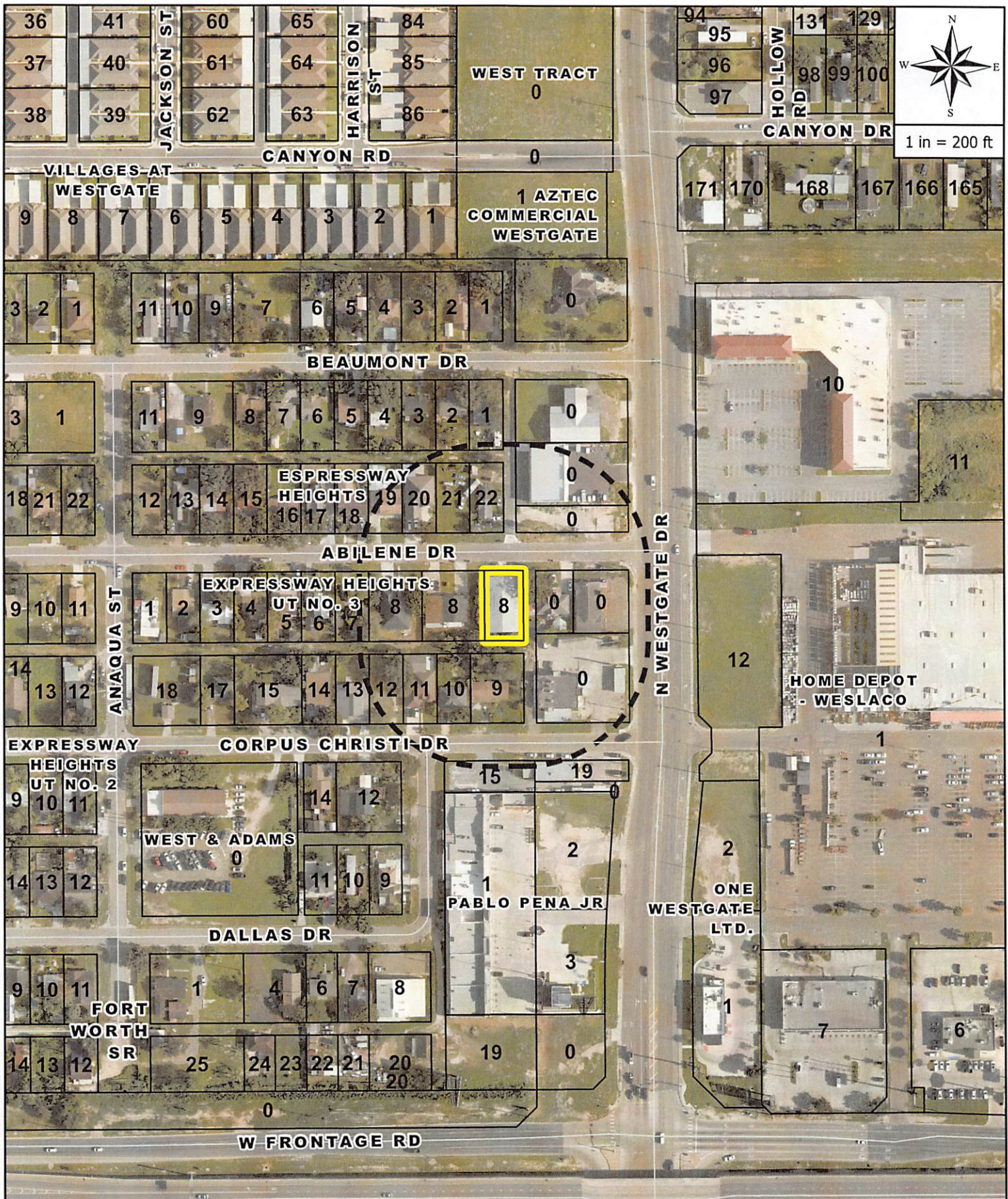
City Weslaco State TX Zip Code 78599 E-Mail: agarcia@garciasalignment.com

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

Signature _____ Date 06-29-26
Owner

Signature _____ Date _____
Applicant

Signature _____ Date _____
Authorized Agent



	AERIAL MAP	LEGEND
	CASE ADDRESS: 1715 ABILENE DR ALFREDO GARCIA	 CITY LIMITS  SITE  NOTIFICATION

TORRES ALVARO & LYDIA
3124 S AMANDA ST
WESLACO, TX, 78596-1638

RODRIGUEZ GILBERTO & DAHLIA
7536 N FM 88
WESLACO, TX, 78599-4263

RODRIGUEZ MEDARDO JR
1599 W EXPY 83
DONNA, TX, 78537

MARES PABLO
1618 TOWER ST.
WESLACO, TX, 78599-5992

CASTILLO JENA
1049 S MISSOURI AVE
MERCEDES, TX, 78570-3739

ORTEGA BEATRIZ R
PO BOX 1212
WESLACO, TX, 78599-1212

CASTILLO MARCO A & MARIA E
GARZA
825 CASPIAN CT E
MONUMENT, CO, 80132-2844

PENA JAVIER
1502 MACKENZIE DR
WESLACO, TX, 78599-9754

HERRERA JOSE DOLORES
1715 W BEAUMONT DR
WESLACO, TX, 78599-3944

SALINAS NANCY GABRIELA
BENAVIDES
1810 W ABILENE DR
WESLACO, TX, 78599-3937

ORTIZ RODOLFO
713 W CROSSLAND BLVD
GRAND PRAIRIE, TX, 75052-6504

JALIL ESPINOSA JOSE RAMON &
PERLA O DE ANDA
1810 W CORPUS CHRISTI DR
WESLACO, TX, 78599-3947

BATAQUES LTD
5804 LA QUINTA LN
WESLACO, TX, 78599-3758

GARCIA PABLO JR
1719 W BEAUMONT DR
WESLACO, TX, 78599-3944

GONZALEZ FRANCISCO M
1806 W ABILENE DR
WESLACO, TX, 78599-3937

FLORES RICHARD A
1807 W ABILENE DR
WESLACO, TX, 78599-3937

VIERRA LINDA MAY
1565 TURKEY TROT
MERCEDES, TX, 78570-4010

MUNIZ LUZ
1716 W ABILENE DR
WESLACO, TX, 78599-3938

CHARLIE RAY JAMES INVESTMENTS
LLC
2606 N SHARY RD
MISSION, TX, 78572

BARBOSA MONICA & SANTOS
1802 W ABILENE DR
WESLACO, TX, 78599-3937

RODRIGUEZ GILBERTO & DAHLIA
7536 N FM 88
WESLACO, TX, 78599-4263

GOMEZ JOSE L & GLORIA T
5602 SABLE DR
WESLACO, TX, 78599-3653

ZUNIGA SONIA & ALVARO M
1802 W CORPUS CHRISTI DR
WESLACO, TX, 78599-3947

REYNALDO ROBLES JR, R.P.L.S. #7087



ROBLES &
ASSOCIATES, PLLC

FIRM No. 10096700

PROFESSIONAL LAND SURVEYORS

P.O. BOX 476

WESLACO, TEXAS 78599-0476

PHONE (956) 966 - 2422

FAX (956) 969 - 2011

DESCRIPTION OF 0.158 OF ONE ACRE OF LAND
OUT OF FARM TRACT 146, WEST TRACT SUBDIVISION, ALSO BEING OUT OF
AN UNNUMBERED LOT IN BLOCK 6, EXPRESSWAY HEIGHTS SUBDIVISION NO.3,
HIDALGO COUNTY, TEXAS

Being 0.158 of one acre of land situated in Hidalgo County, Texas and being out of Farm Tract 146, West Tract Subdivision as per map recorded in Volume 2, Pages 34-37 of the Hidalgo County Map Records, also being the east 62 feet of an unnumbered lot in Block 6, Expressway Heights Subdivision, as per map recorded in Volume 17, Page 15 of the Hidalgo County Map Records, and said 0.158 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "R&A" set for the northeast corner of said unnumbered lot for the northeast corner of said tract herein described; said 1/2-inch iron rod with cap bears South 493.90 feet and WEST 190.00 feet from the northeast corner of said Farm Tract 146;

THENCE, SOUTH, 111.30 feet with the east line of said unnumbered lot and the west line of an alley to a 1/2-inch iron rod found for the southeast corner of said unnumbered lot and the southeast corner of said tract herein described;

THENCE, WEST, 62.00 feet with the south line of said unnumbered lot and the north line of an alley to a 1/2-inch iron rod found for the southwest corner of said tract herein described;

THENCE, NORTH, 111.30 feet with the east line of a 0.253 acre tract described in Document #842130 of the Hidalgo County Official Records, to a 3/8-inch iron rod found for the northeast corner of said 0.253 acre tract and the northwest corner of said tract herein described;

THENCE, EAST, 62.00 feet with the north line of said unnumbered lot and the south line of Abilene Drive, to the POINT OF BEGINNING and containing 0.158 of one acre of land more or less.

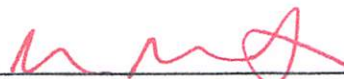
Note: This metes and bounds description is accompanied by a survey plat of even survey date.

Surveyed: March 02, 2026

Basis of bearings: 1/2-inch and 3/8-inch iron rods found for the west line of this survey.

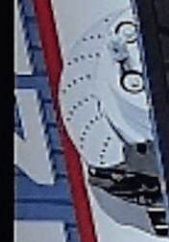
22348

3-03-26


Reynaldo Robles, JR., R.P.L.S. #7087

GARCIA'S
AUTOMOTIVE

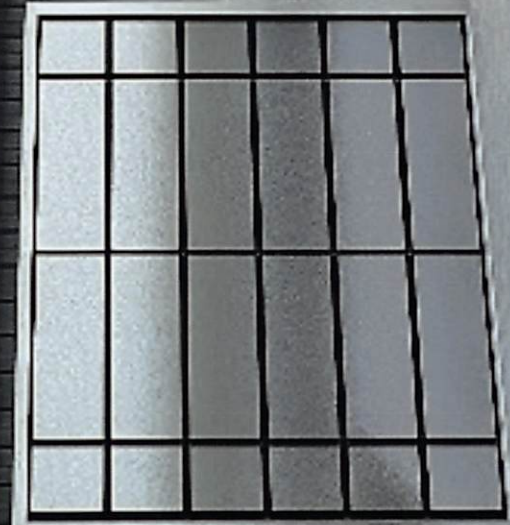
(956) 309-4112



 **GARCIA'S**
ALIGNMENT

(956) 309-4122

  
ALIGNMENT • BALANCE • SUSPENSION • BRAKES



Rezone Request

R-1 to B-2

Legend

 1715 Abilene Dr



ORDINANCE NO. 2026-25

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 2018-02 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF REZONE 1715 ABILENE DR. ALSO BEING E 62' LOT 8, BLOCK 6, EXPRESSWAY HEIGHTS UNIT 3 SUBDIVISION, WESLACO, HIDALGO COUNTY, AND TEXAS FROM R-1 ONE FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: To rezone from an R-1 One Family Dwelling District to B-2 Secondary and Highway Business District located at 1715 Abilene Dr. also being E 62' Lot 8, Block 6, Expressway Heights Unit 3 Subdivision, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 18th day of August 2026.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____, 2026.

CITY OF WESLACO

Adrian Gonzalez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Benjamin Castillo, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1082	
From: REBEKAH DE LA FUENTE			
Subject: Discussion and consideration after public hearing to adopt the Land Use Assumption Plan and Capital Improvement Plan. (Staffed by Planning & Code Enforcement.)			
Background: The City has prepared a Land Use Assumption Plan and Capital Improvement Plan to evaluate anticipated growth within the City and the infrastructure improvements necessary to accommodate that growth. The plans identify projected development patterns and the water and wastewater capital improvements needed to maintain adequate service capacity. The Land Use Assumption Plan and Capital Improvement Plan serve as the basis for determining whether impact fees should be imposed on new development to help recover a portion of the costs associated with providing additional water and wastewater service capacity. Drafts of the plans have been available for public review on the City's website since May 6, 2026. The purpose of this public hearing is to provide an opportunity for the public to review the proposed plans and provide comments and input prior to consideration of their adoption by the City.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Capital Improvements Advisory Committee approved the adoption of the Land Use Assumption Plan and Capital Improvement Plan on May 5, 2026.			
REBEKAH DE LA FUENTE REBEKAH DE LA FUENTE Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends adoption of the Land Use Assumption Plan and Capital Improvement Plan			
Attachments, if any: Public Hearing 8-18-26, Water and Wastewater Impact Fee Study – Capital Improvement Plan and Land Use Assumptions			
Responsibilities upon Approval:			

Staff will proceed with the next steps in the adoption of the Land Use Assumption Plan and Capital Improvement Plan.



City of Weslaco

Capital Improvement Advisory Committee

August 18, 2026

Impact Fee Process – Chapter 395, Texas Local Government Code

1. Establish the Foundation for the Impact Fee

- Identify Service Area
- Define Land Use Assumptions
- Complete Capacity Analysis

2. Plan for Growth

- Determine Growth in 10-Year Period
- Develop Capital Improvement Plan
- Meetings with Capital Improvement Advisory Committee

3. Set Fees and Seek Approval

- Calculate the Impact Fee
- Publish CIP/LUA Report for 60 Days
- Conduct two Public Hearings
- Adoption of CIP
- Approval of Impact Fee by 2/3 Vote

Public Hearing – Land Use Assumptions and Capital Improvement Plan



Approval of Land Use Assumptions and
Capital Improvement Plan



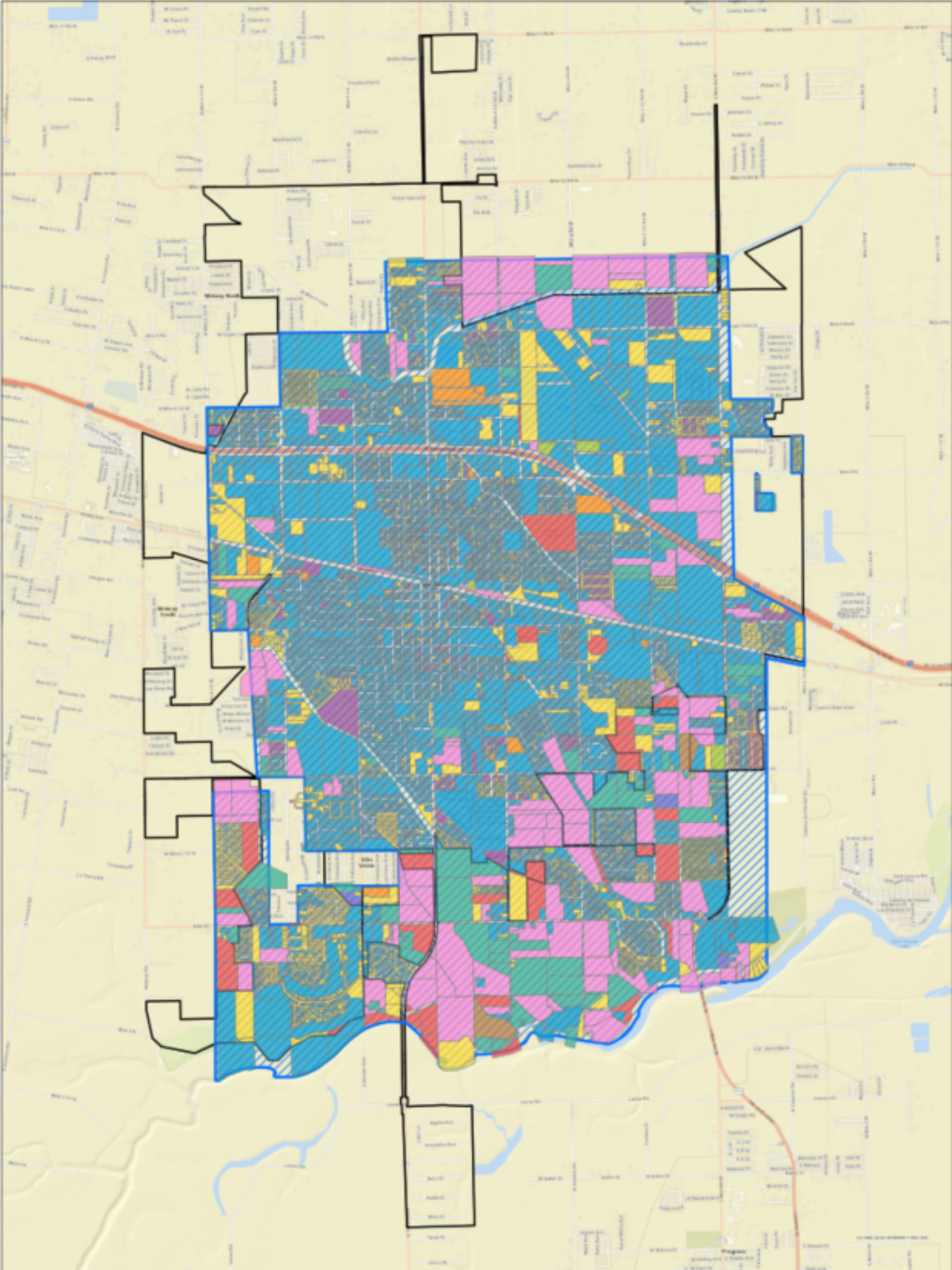
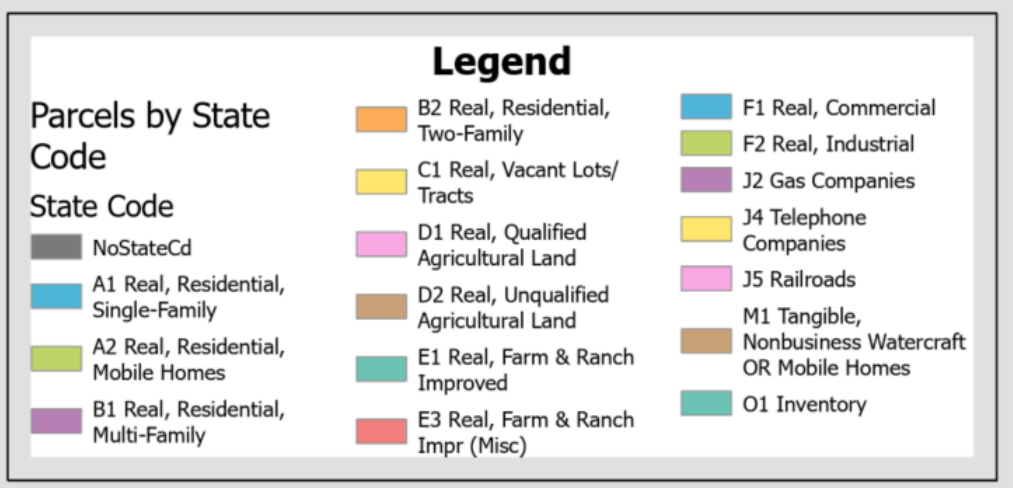
Adoption of Ordinance

Land Use Assumptions



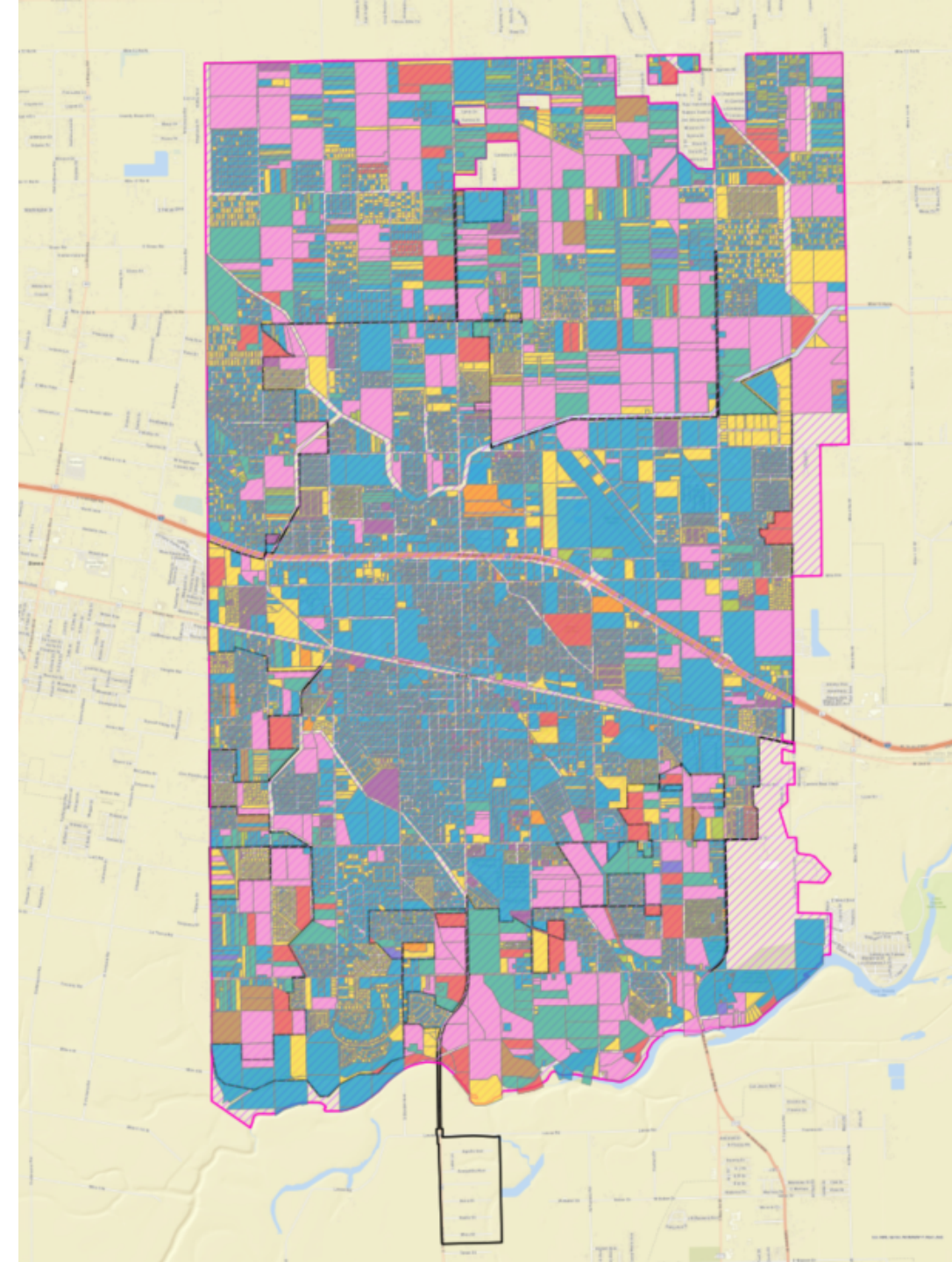
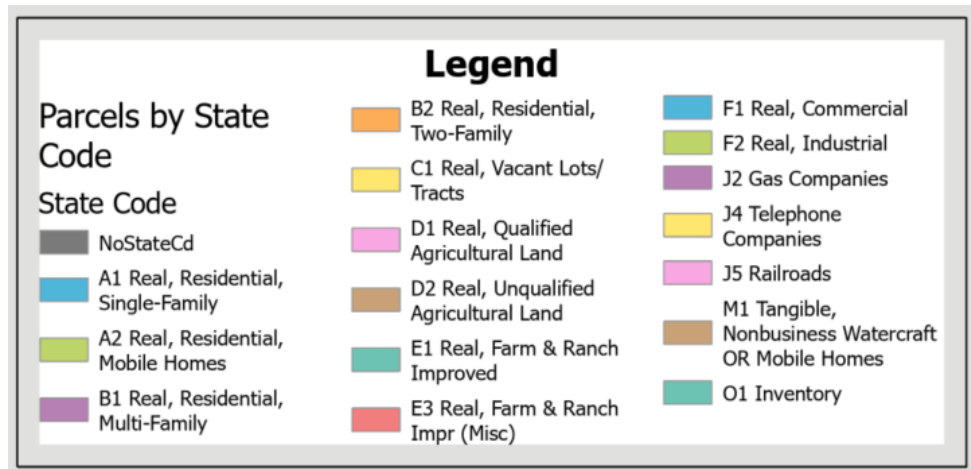
Current Land Use by Type (State Code)

Only parcels within Water Service Area Boundary are shown



Current Land Use by Type (State Code)

Only parcels within Wastewater Service Area Boundary are shown



Capital Improvement Plan



Water Capital Improvement Plan

Facility	Cost
Water Treatment	
North Water Treatment Plant	\$28,000,000
Transmission Facilities	
Phase A	2,023,444
Phase B	3,968,182
Phase C	<u>2,527,000</u>
Subtotal	<u>8,518,626</u>
Total	\$36,518,626

Wastewater Capital Improvement Plan

Facility	Cost
Wastewater Treatment	
Existing North WWTP	\$16,651,846
Future South WWTP	<u>33,000,000</u>
Subtotal	\$49,651,846
Transmission Facilities	
Phase A	\$2,800,200
Phase B	3,562,000
Phase C	1,480,000
Phase D	<u>1,355,000</u>
Subtotal	<u>\$9,197,200</u>
Total	\$58,849,046

Next Steps



The Road to Adoption

LUA/CIP Public Hearing and Approval to Publish Notice for Impact Fee Public Hearing (30 days prior – August 18)

A large, light blue downward-pointing arrow indicating the flow from the first step to the second.

Impact Fee Public Hearing and First Reading of Ordinance (October 6)

A large, light blue downward-pointing arrow indicating the flow from the second step to the third.

Second Reading of Impact Fee Ordinance (October 20)

Q + A



Thank you!

Contact: Angie Flores
512 790 2108 / aflores@raftelis.com

CITY OF WESLACO

Water and Wastewater Impact Fee Study – Capital Improvement Plan and Land Use Assumptions

May 2026



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May 4, 2026

Ms. Rebekah de la Fuente, CFM, DPM
Planning & Code Enforcement Director
City of Weslaco
225 S. Kansas Avenue
Weslaco, TX 78596

Subject: Water and Wastewater Impact Fee Study – Capital Improvement Plan and Land Use Assumptions

Dear Ms. de la Fuente:

The Raftelis team, including Raftelis, Garcia Infrastructure Consultants (GIC), and Trimad Consultants, is happy to provide you with the Capital Improvement Plan and Land Use Assumptions developed as part of the City of Weslaco's Impact Fee Study.

The Land Use Assumptions and Capital Improvement Plan were developed based on documents provided by the City and a capacity analysis completed by GIC and Trimad.

In accordance with the Texas Local Government Code, Chapter 395, Financing Capital Improvements Required by New Development in Municipalities, Counties, and Certain Local Governments, this document is available to the public for review.

Sincerely,



Angie Flores
Vice President

Contents

- 1. Introduction 1
- 2. Service Areas 1
- 3. Land Use Assumptions 4
- 4. Capital Improvement Fund 8
 - 4.1. Water System 10
 - 4.1.1. Water Capital Improvement Plan 11
 - 4.2. Wastewater System 12
 - 4.2.1. Wastewater Capital Improvement Plan 14
- 5. Conclusion 16

Tables

Table 1: Acreage by Land Use Type.....7

Table 2: LUE Projection8

Table 3: Existing Number of Water Connections and LUEs.....8

Table 4: Existing Number of Wastewater Connections and LUEs.....9

Table 5: Forecast Living Unit Equivalents10

Table 6: Water Capital Improvement Plan11

Table 7: Wastewater Capital Improvement Plan14

Figures

Figure 1: Water Service Area2

Figure 2: Wastewater Service Area3

Figure 3: Land Use Assumptions for Water.....5

Figure 4: Land Use Assumptions for Wastewater.....6

Figure 5: Water Storage Capacity.....10

Figure 6: North WWTP Capacity.....13

Figure 7: South WWTP Capacity13

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1. Introduction

The City of Weslaco (City) is completing an Impact Fee Study (Study) in accordance with Chapter 395 of the Texas Local Government Code (Chapter 395). As required in Chapter 395, the Raftelis team, including Raftelis, Garcia Infrastructure Consultants (GIC), and Trimad, developed the land-use assumptions and the capital improvement plan (CIP). The CIP identifies the projects required to support future growth over the 10-year period from 2026 to 2035. This report presents the land-use assumptions and the 10-year CIP.

The Raftelis team met with the Capital Improvement Advisory Committee (CIAC) to review the information provided and recommend approval of the land use assumptions and CIP. The design and service demand assumptions, as well as planning costs, were obtained in coordination with City staff.

2. Service Areas

An important aspect of the impact fee requirements is the creation of the service area. The service area dictates where the impact fee will be assessed. The service areas for the City of Weslaco are the same as the City's Certificates of Convenience and Necessity (CCN) for water and wastewater.

The Water Service Area is shown in **Figure 1** and the Wastewater Service Area is shown in **Figure 2**.

Figure 1: Water Service Area

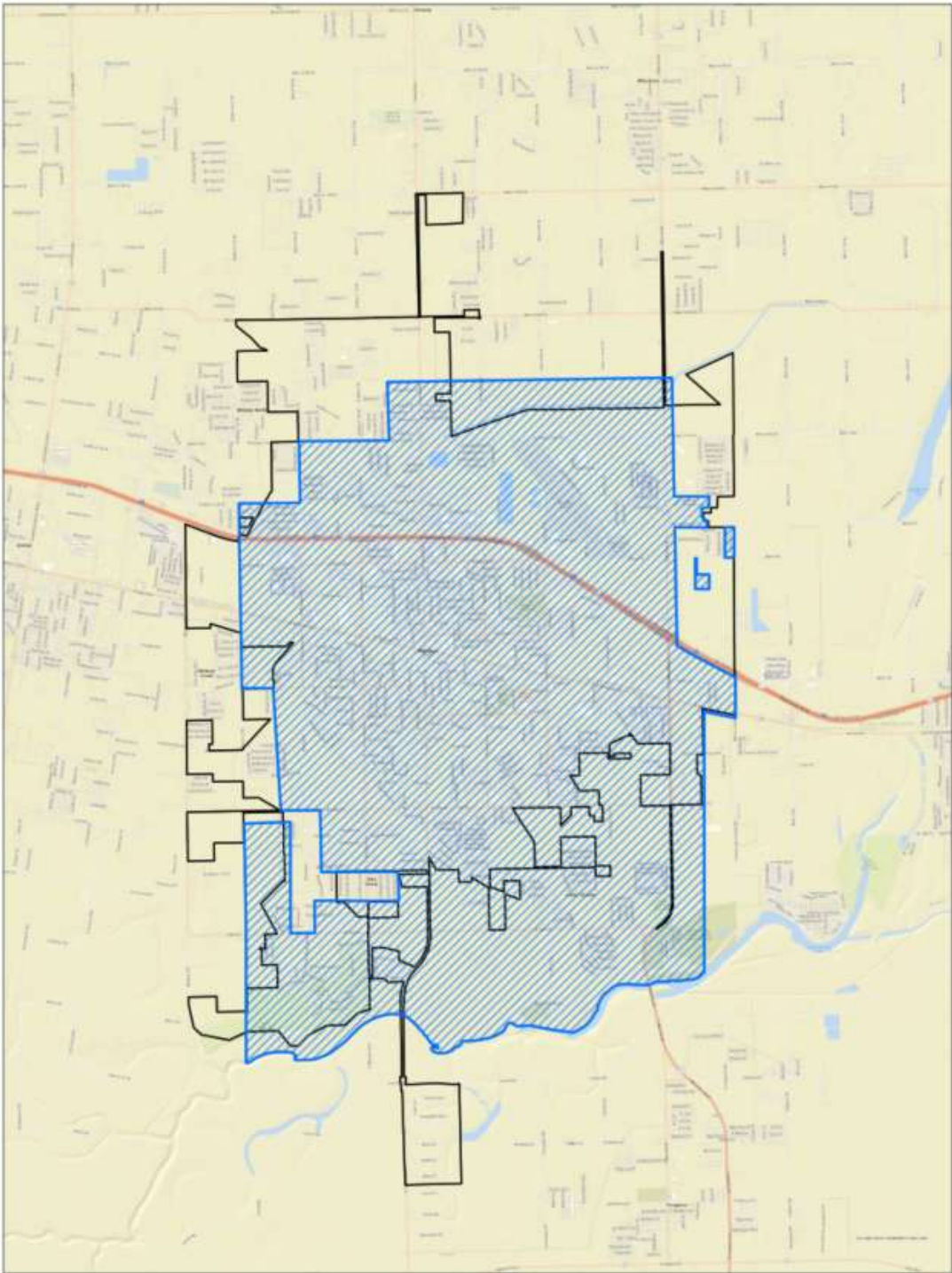
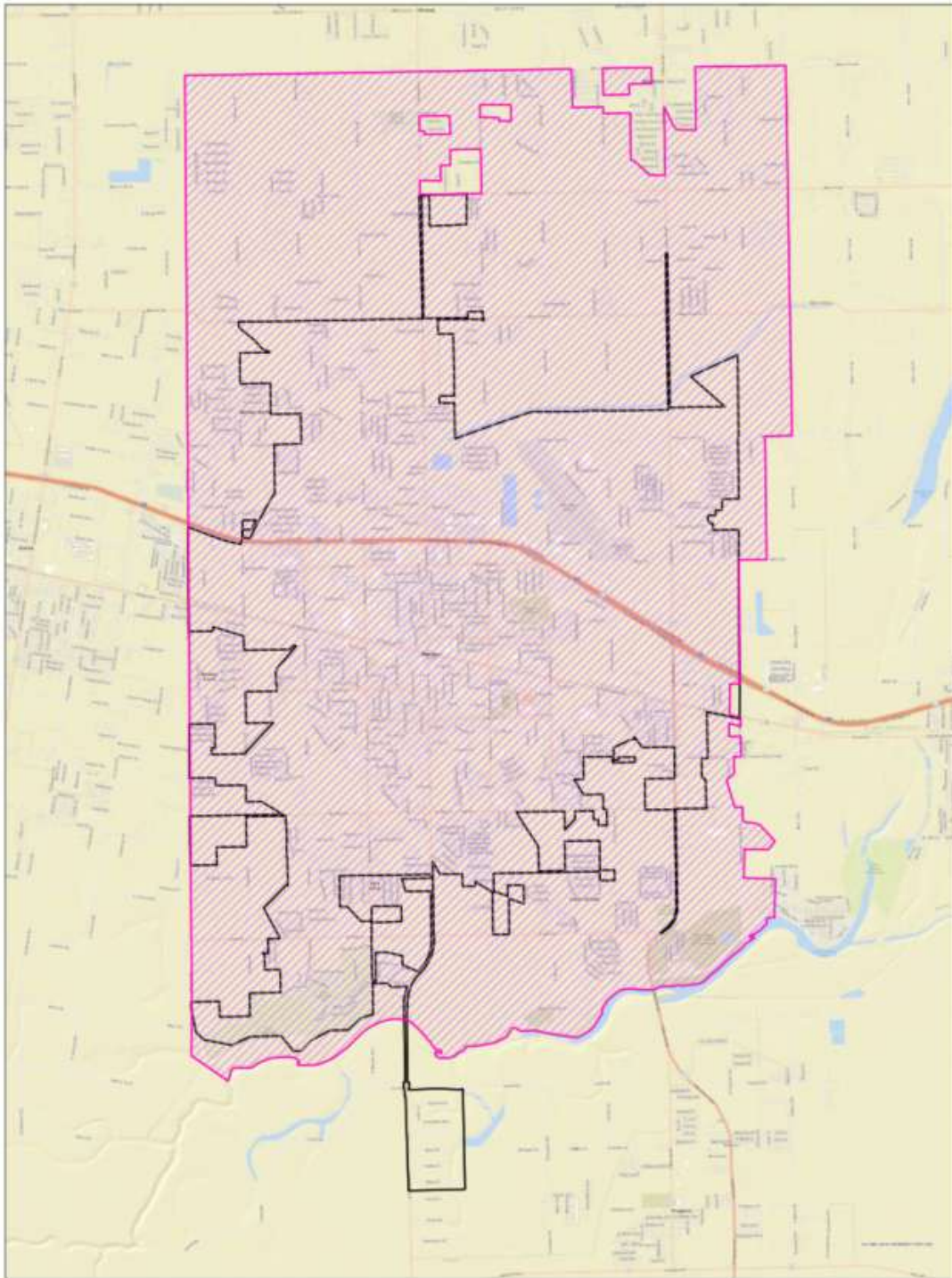


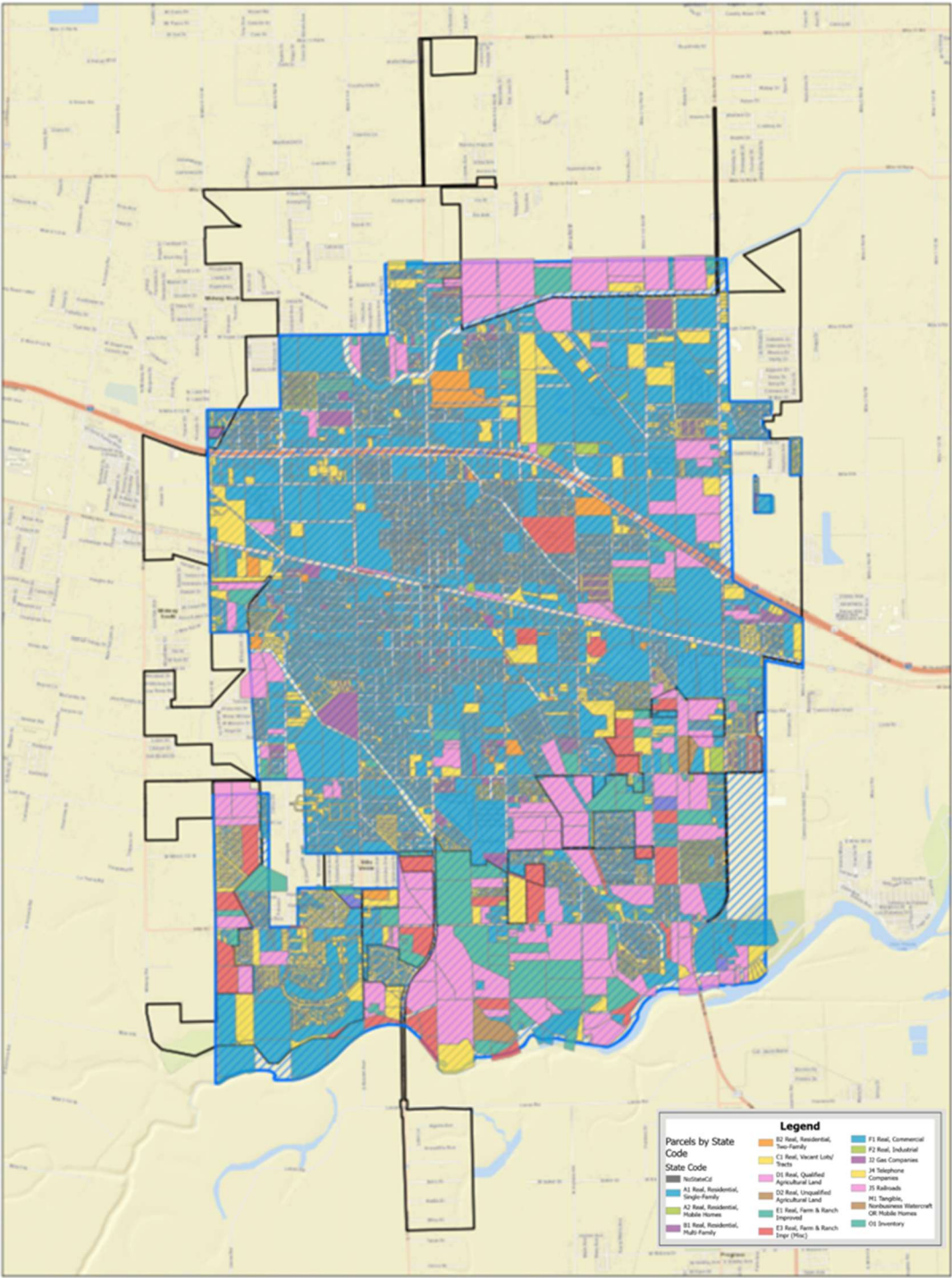
Figure 2: Wastewater Service Area



3. Land Use Assumptions

The land-use assumptions were used to develop growth projections for the City of Weslaco. In **Figure 3**, we show the parcels and land-use assumptions within the Water Service Area Boundary. In **Figure 4**, the land-use assumptions for wastewater are shown. Based on the legend, the types of land uses are shown.

Figure 3: Land Use Assumptions for Water



Parcels by State Code

State Code	Description
A1	Residential, Single Family
A2	Residential, Mobile Homes
B1	Residential, Multi-Family
B2	Residential, Two-Family
C1	Vacant Lots/Tracts
D1	Qualified Agricultural Land
D2	Unqualified Agricultural Land
E1	Farm & Ranch, Improved
E2	Farm & Ranch, Open (Other)
F1	Commercial
F2	Industrial
G2	Gas Companies
J4	Telephone Companies
J5	Railroads
M1	Tenants
N	Nonbusiness Watercraft
OK	Mobile Homes
C1	Inventory

The land use type by acreage is shown in **Table 1**.

Table 1: Acreage by Land Use Type

Land Use Classification	Water Acres - CCN ¹ ICL ²	Water Acres – CCN OCL ³	WW Acres – CCN ICL	WW Acres – CCN OCL
Single Family Residential	1,829	269	2,345	2,156
Multi-Family Residential	431	76	536	389
Vacant	995	207	1,439	1,008
Agriculture	1,341	2,122	2,111	5,967
Commercial	3,295	431	3,604	988
Industrial	33		33	
Other	17	5	18	12
Total	7,941	3,110	10,086	10,520

¹ Certificate of Convenience and Necessity

² Inside City Limits

³ Outside City Limits

4. Capital Improvement Fund

Based on projected system growth, GIC and Trimad evaluated the existing facilities' capacity to determine the additional capacity required to serve future development. The analysis of the land-use assumptions and input from City staff indicates that 7,326 Water and 5,920 Wastewater Living Unit Equivalents will be added to the system over the next 10 years. A living unit equivalent represents a single-family household's service demand on the water system. The typical single-family household uses a 5/8" or 3/4" meter. The 5/8" or 3/4" meter represents one LUE. The LUE conversion factors are primarily based on standard AWWA meter equivalent ratios. Meters larger than 5/8" or 3/4" are defined in terms of an equivalent factor. For example, a 2" meter has a conversion factor of 2.5 LUEs/meter, and a 3" meter has a conversion factor of 8 LUEs. The conversion factors and the number of meters are then used to determine the service demand for water and wastewater. This allows for an intuitive process for calculating correct impact fees for developments, especially those with meters larger than 5/8" or 3/4".

Table 2 shows the forecasted LUE growth of the system.

Table 2: LUE Projection

	2025	2035	% Change
Water	17,550	24,876	42%
Wastewater	14,181	20,100	42%

The City's current number of LUEs is based on the city's existing number of connections. **Table 3** shows the existing number of water connections and living unit equivalents by water meter size.

Table 3: Existing Number of Water Connections and LUEs

Meter Size	LUEs per Meter	Meters in 2025	LUEs in 2025
3/4" 5/8"	1.00	12,837	12,837
1"	1.50	599	899
2"	2.50	455	1,138

3"	5.00	27	135
4"	8.00	28	224
5"	16.00	123	1,968
6"	25.00	10	250
8"	50.00	2	100
Total Water		14,081	17,550

Table 4 shows the existing number of wastewater connections and LUEs by water meter size.

Table 4: Existing Number of Wastewater Connections and LUEs

Meter Size	LUEs per Meter	Meters in 2025	LUEs in 2025
3/4" 5/8"	1.00	11,570	11,570
1"	1.50	288	432
2"	2.50	307	768
3"	5.00	8	40
4"	8.00	10	80
5"	16.00	76	1,216
6"	25.00	1	25
8"	50.00	1	50
Total Wastewater		12,261	14,181

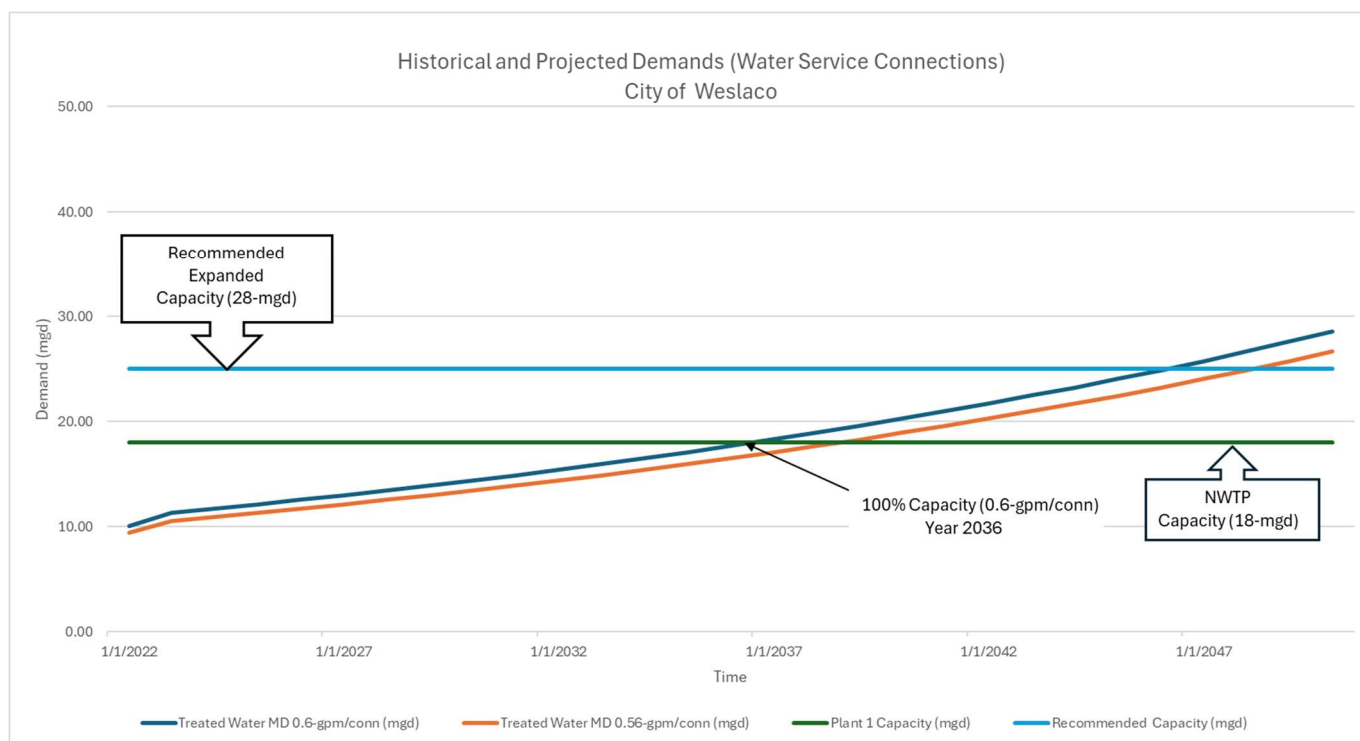
Table 5 shows the starting and projected ending number of connections and LUEs during the 10-year period using the growth rate in **Table 2** above.

Table 5: Forecast Living Unit Equivalents

	2025		2035	
	Connections	LUEs	Connections	LUEs
Water	14,081	17,550	19,959	24,876
Wastewater	12,261	14,181	17,379	20,100

4.1. Water System

In 2015, the City expanded the original 10 mgd water treatment plant (WTP) by 8 mgd, bringing the total to 18 mgd. The original cost of the WTP expansion of 8 mgd totaled \$28 million. Based on the capacity analysis completed by GIC, shown in **Figure 5**, the City's WTP has sufficient capacity to serve the forecasted growth. However, given projected growth, planning and design will likely need to begin at the end of the 10-year study period to add additional capacity. GIC and Trimad engineers identified projects to be completed within the study period to serve the future growth that are not related to the repair and replacement of existing assets and are shown in **Table 6**.

Figure 5: Water Storage Capacity

4.1.1. Water Capital Improvement Plan

The forecasted water improvements total \$8,518,626 and are detailed in Phases A through C. The specific projects for the water CIP are shown in **Table 6**.

Table 6: Water Capital Improvement Plan

Description	Amount
PHASE A	
18-INCH WATER TRANSMISSION MAIN (MILE 5 N)	\$1,006,000
STREET IMPROVEMENTS	\$614,700
10% CONTINGENCY	\$162,070
10% ENGINEERING FEES	\$178,277
3.5% GEOTECHNICAL & CMT FEES	\$62,396
PHASE A BUDGET AMOUNT:	\$2,023,443
PHASE B	
18-INCH WATER TRANSMISSION MAIN (N. BORDER AVE.)	\$1,455,300
STREET IMPROVEMENTS	\$1,723,060
10% CONTINGENCY	\$317,836
10% ENGINEERING FEES	\$349,619
3.5% GEOTECHNICAL & CMT FEES	\$122,366
PHASE B BUDGET AMOUNT:	\$3,968,182
PHASE C	
0.75 MG COMPOSITE ELEVATED STORAGE TANK UPGRADES	\$2,000,000

10% CONTINGENCY	\$200,000
12.5% ENGINEERING FEES	\$250,000
3.5% GEOTECHNICAL & CMT FEES	\$77,000
PHASE C BUDGET AMOUNT:	\$2,527,000
TOTAL PROJECT AMOUNT:	\$8,518,626

4.2. Wastewater System

The City owns and operates two wastewater treatment plants (WWTP) in the North and South regions to more efficiently serve customers. In 2018, the City constructed 2.7 mgd of additional capacity at the existing 1.8 mgd North WWTP, increasing capacity to 4.5 mgd. The expansion of the North WWTP totaled \$16.7 million. Based on the capacity analysis completed by GIC, shown in **Figure 6**, the City's North WWTP has sufficient capacity to serve the forecasted growth. The South WWTP has a current permitted capacity of 2.5 mgd, which brings the total capacity of the two plants to 7.0 mgd. Based on the capacity analysis completed by GIC, shown in **Figure 7**, the South WWTP reaches 75% capacity in 2032. Texas state regulations require a utility to begin constructing additional capacity once 75% of its plant capacity is reached. The City plans to complete a 2.0 mgd expansion of the South WWTP to meet projected demand requirements over the study period, bringing the total capacity to 4.5 mgd. Construction costs for the 2.0 mgd expansion are estimated to be \$33.0 million.

Additionally, GIC and Trimad engineers identified improvement projects for both North and South WWTPs that do not include the repair or replacement of existing assets. Identified improvement projects are outlined in **Table 7**.

Figure 6: North WWTP Capacity

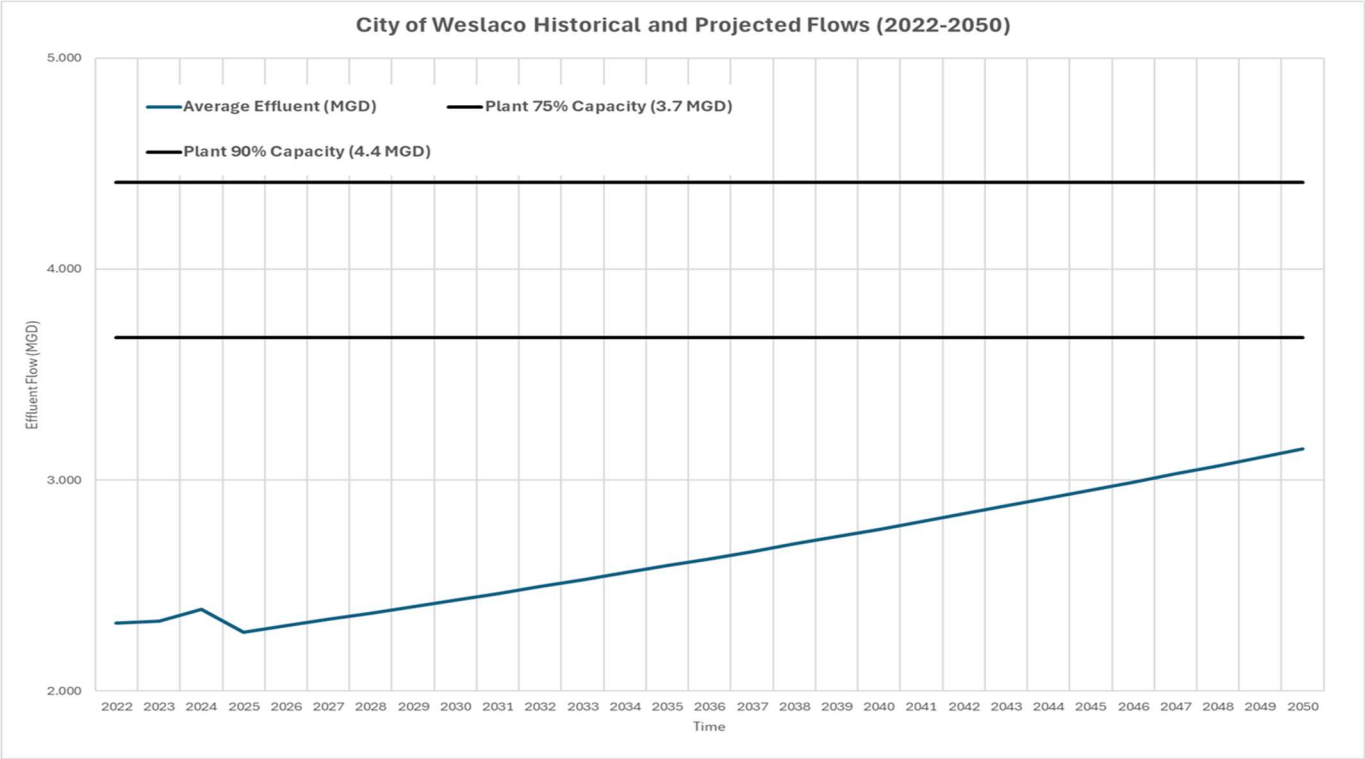
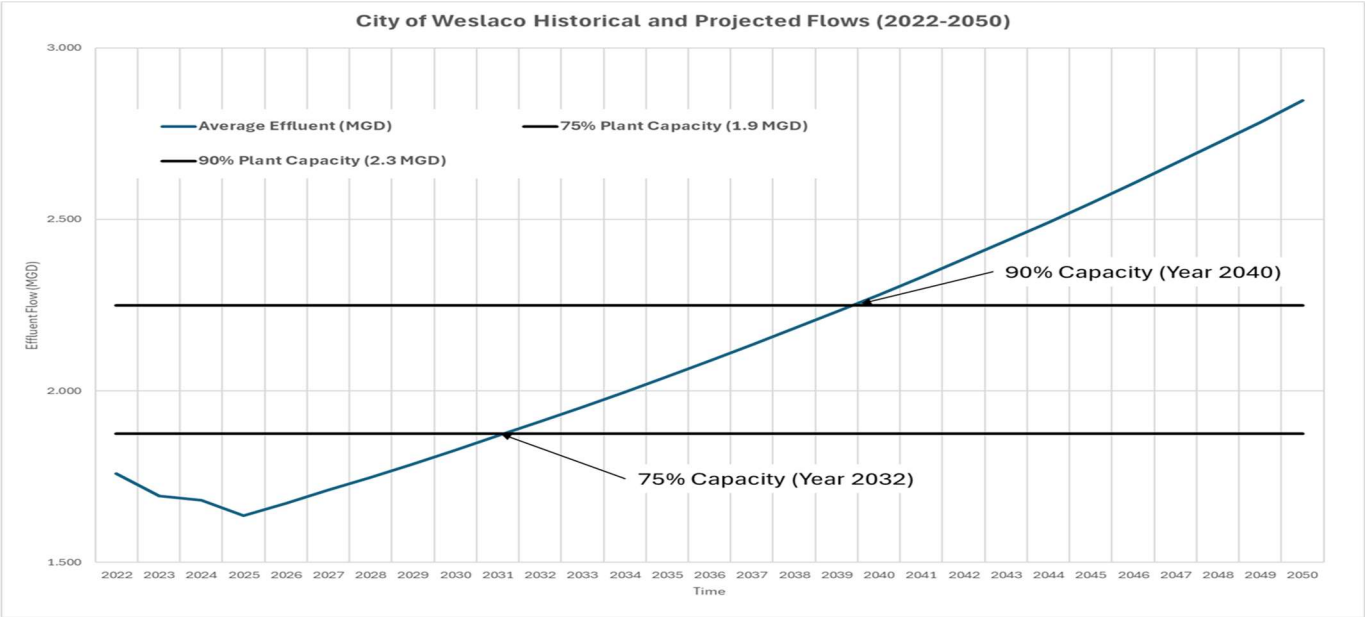


Figure 7: South WWTP Capacity



4.2.1. Wastewater Capital Improvement Plan

The forecasted wastewater treatment improvement total \$9,197,200. The specific improvement costs are shown in **Table 7**.

Table 7: Wastewater Capital Improvement Plan

Description	Amount
PHASE A (FROM MILE 11 N TO SOUTH OF EXPRESSWAY 83)	
PROPOSED 18" SS-L	\$2,070,330
PROPOSED 24" SS-L	\$2,536,200
LIFT STATION No. 41 IMPROVEMENTS	\$1,266,000
10% CONTINGENCY	\$587,253
ENGINEERING FEES	\$587,253
GEOTECHNICAL & CMT FEES	\$293,626
TOTAL PROJECT BUDGET AMOUNT	\$2,800,200
PHASE B (FROM MILE 11 N TO SOUTH OF EXPRESSWAY 83)	
PROPOSED 30" SS-L	\$2,346,220
LIFT STATION No. 51 IMPROVEMENTS	\$3,562,000
10% CONTINGENCY	\$590,822
ENGINEERING FEES	\$590,822
GEOTECHNICAL & CMT FEES	\$295,411
TOTAL PROJECT BUDGET AMOUNT	\$3,562,000
PHASE C (FROM EXPRESSWAY 83 TO LEVEE)	

PROPOSED 24" SS-L	\$1,887,840
ELIMINATION OF LIFTSTATION No. 44	\$60,000
ELIMINATION OF LIFTSTATION No. 45	\$60,000
LIFT STATION No. 43 IMPROVEMENTS	\$1,360,000
10% CONTINGENCY	\$336,784
ENGINEERING FEES	\$336,784
GEOTECHNICAL & CMT FEES	\$168,392
TOTAL PROJECT BUDGET AMOUNT	\$1,480,000
PHASE D (FROM EXPRESSWAY 83 TO LEVEE)	
PROPOSED 24" SS-L	\$1,699,600
LIFT STATION No. 35 IMPROVEMENTS	\$1,355,000
ELIMINATION OF LIFTSTATION No. 34	\$60,000
10% CONTINGENCY	\$311,460
ENGINEERING FEES	\$311,460
GEOTECHNICAL & CMT FEES	\$155,730
TOTAL PROJECT BUDGET AMOUNT	\$1,355,000
GRAND TOTAL PROJECT BUDGET AMOUNT	\$9,197,200

5. Conclusion

The Land Use Assumption and Capital Improvement Plans in this report will form the basis for the Impact Fee Calculation. The Capital Improvement Advisory Committee has reviewed the land uses and CIPs for reasonableness as required by Chapter 395.



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-980	
From:			
Subject: Discussion and consideration on renewal of the Consulting Agreement with Prisylla Jasso. (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 Xavier Salinas Xavier Salinas		Created	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: Consulting Agreement - Prisylla Jasso 2026			
Responsibilities upon Approval:			

CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is entered into and effective as of **August 18, 2026** (the "Effective Date"), by and between the **City of Weslaco** (the "City"), a Texas municipal corporation, and **Prisylla Jasso** (the "Consultant"). The City and the Consultant may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, the Consultant possesses unique knowledge, expertise, and experience in public and government affairs, and the City desires to retain the Consultant's services to provide guidance in such matters;

WHEREAS, the Consultant is willing to provide such services to the City in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the City and the Consultant agree as follows:

1. Services:

The Consultant shall provide expert consulting services to the City, working closely with the Mayor, the City Commission, City Manager, and City staff in various public affairs matters. These services include, but are not limited to:

- Strategic communication efforts to enhance the City's public image and ensure that the mission, values, and initiatives of the City and its elected officials are effectively communicated.
- Advising the Mayor and the Commission on political and governmental affairs, providing insight into the political environment at the local, state, and federal levels.
- Facilitating relationships with governmental entities, community organizations, and other elected officials.
- Attending meetings, conferences, and events as required, and assisting with agenda items or any other City-related matters as directed by the City Manager or designee.

The Consultant shall report to the City Manager and the Commission and shall perform such other tasks as are reasonably requested by the City Manager or designee in connection with the City's public affairs.

2. Compensation

As full compensation for the services provided under this Agreement, the City shall pay the Consultant **\$3,000.00 per month**, beginning on **August 2026**. Payments shall be made monthly upon receipt of an invoice submitted by the Consultant, and subject to the City's standard accounts payable process.

The Consultant's compensation may be reviewed periodically based on performance and may be renegotiated as mutually agreed by the Parties and approved by the Commission.

3. Reimbursement for Travel Expenses

The City agrees to reimburse the Consultant for reasonable and necessary travel expenses incurred on behalf of the City, provided that such travel **does not exceed \$1,000 per month** and is **expressly authorized in advance by the City Manager or his designee**. This paragraph only applies to travel outside of Hidalgo County done on behalf of the City. The Consultant shall submit appropriate documentation, including receipts, for all travel expenses, and such reimbursement shall be subject to the City's travel policies and approval processes.

4. Term and Termination

This Agreement shall commence on **August 1, 2026** and shall continue until **July 31, _____**, unless terminated earlier as provided herein. Either Party may terminate this Agreement without cause by providing the other Party with at least **thirty (30) days' prior written notice**.

In the event of termination, the City shall only be responsible for payment for services rendered and approved expenses incurred up to the effective date of termination.

5. Confidentiality

In the course of performing services under this Agreement, the Consultant may have access to confidential information belonging to the City or its employees, independent contractors, or elected officials. The Consultant agrees to maintain the confidentiality of such information and shall not disclose it to any third party without the prior written consent of the City, except as required by law. This obligation shall survive the termination of this Agreement.

6. Independent Contractor Status

The Consultant is an independent contractor and not an employee of the City. Nothing in this Agreement shall be construed to create an employer-employee relationship. The Consultant shall not be entitled to any benefits provided by the City to its employees, including but not limited to health insurance, retirement benefits, or workers' compensation coverage.

The Consultant is solely responsible for the payment of all federal, state, and local taxes, including self-employment taxes, arising from the Consultant's services under this Agreement.

7. Entire Agreement and Amendments

This Agreement represents the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior agreements, negotiations, and discussions, whether oral or written. This Agreement may only be amended or modified in writing, signed by both Parties.

8. Assignment

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

9. Governing Law and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the **State of Texas**, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the courts located in **Hidalgo County, Texas**.

10. Severability

If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates indicated below.

CITY OF WESLACO

By: _____
Adrian Gonzalez
Mayor, City of Weslaco
Date: _____

ATTEST:

By: _____
Norma A. Cantu
City Secretary
Date: _____

CONSULTANT:

By: _____
Prisylla Jasso
Consultant
Date: _____

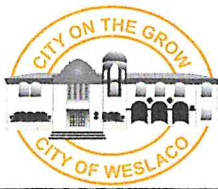
APPROVED AS TO FORM:

By: _____
Benjamin Castillo
City Attorney
Date: _____



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1136	
From:			
Subject: Discussion and consideration on the request from Justin Flores, Gulf Coast Sky Spectra, for closure of Pike Blvd on August 28, 2026, for the "We Are Weslaco" Unity Drone Show. (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 Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Approve subject to recommendations from staff and the governing body.			
Staff Recommendation:			
Attachments, if any: Special Events request and site plan re closure of Pike Blvd for Tinco Bowl			
Responsibilities upon Approval:			



Special Event Request

City of Weslaco Requirements and Procedures

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

Name of Applicant (Person or Entity): Justin Flores Gulf Coast SkySpectra		Name of Event: Tinaco Bowl Show	
Contact Person: Justin Flores		Telephone Number: 956 532 2862	
Address: 1617 Buen Camino St		E-Mail Address: info@gulfcoastskyspectra.com	
City: Weslaco	State: TX	Zip Code: 78596	
Event Purpose (fundraiser, school activity, etc.): Free Drone Show		Expected Attendance: 15,000 +	
Start Time: 21:45	End Time: 22:45	Event Date(s): 08/28/26	
Relevant Policies and Fees: (*Commission consent by agenda action may be required)			
Special Event:			
☒ Proof of Liability Insurance with City of Weslaco as Named Insured on Certificate		☐ Limited use of live animals (Code of Ordinances §22) *	
☐ Authorization to display promotional signage*		☐ Park, Pool, Facility Rental	
☐ Evidence of Health Permit (food service)		☐ Vendor Application with Fee of \$75.00	
☐ Verification to Texas Alcoholic Beverage Commission (TABC) for sale/service of beer and wine*		☐ Special Event Permit with Fee of \$100.00	
Traffic Control (Code of Ordinances §134):			
☐ Route Map		☐ Parade and Processions Fee of \$50.00	
☐ Written Consent of Affected Property Owners		☒ Street Closure Fee of \$50.00	
☒ Barricade Fee of \$50.00/location + \$100 deposit		☐ Traffic Safety Plan by Police Department	
☐ Verification to Texas Department of Transportation (TxDOT) affecting state right-of-way*		☐ Police Escort of \$60.00/officer per hour (2-hour minimum)	
Sound Amplification (Code of Ordinances §94 and Election Code §61):			
☐ Use of loudspeakers, microphone, bullhorn, etc.		☐ Sound Truck Fee of \$25.00	
☐ Vehicle Description, License Plate, Driver's License		\$25.00 fee is for 3 consecutive days	
Applicant will coordinate with applicable City Departments, state and federal agencies and discharge the City of any liability associated with this event.		Timestamp of Receipt: AUG 12 2026	
Applicant's Signature: 		Payment type: ☐ Cash ☒ Credit Card Payment is due at least two (2) business days prior to the event. Please make payment at the Weslaco City Hall. Online payment services are not available.	
Additional Stipulation(s) of Authorization:			
Approved	Denied	Reason	Signature as Applicable
			Police Chief
			Fire Chief
			Public Works Director
			Planning/Code Enforcement/City Engineer
			Parks Director
			Traffic Safety Officer/City Manager





On Wed, Aug 12, 2026 at 09:16 Adelaida Vega <avega@weslacotx.gov> wrote:

Good morning!

We are in receipt of the request for the temporary closure of Pike Blvd. for said event Tinco Bowl. Because the request involves the closure of a public road it will need commission action.

In the interest of time, please see attached Special Event form that is used specifically for any type(s) of events within our city limits. Please fill out and return as soon as possible and call us if you have questions.

Have a wonderful Wednesday!.



Aida Vega

Deputy City Secretary

City of Weslaco
[255 S. Kansas Avenue](https://www.weslaco-tx.gov)
[Weslaco, TX 78596](https://www.weslaco-tx.gov)
Ph: (956) 968-3181
Fax: (956) 968-6717

From: Justin Flores <info@gulfcoastskyspectra.com>
Sent: Tuesday, August 11, 2026 11:09 PM
To: Adelaida Vega <avega@weslacotx.gov>
Subject: Follow-Up: Site Plan and Pike Boulevard Closure Request

Ms. Vega,

My name is Justin, a Weslaco East graduate and owner/RPIC of Gulf Coast Sky Spectra, a professional drone light show production company. It was a pleasure speaking with you in person. As requested, I am following up with our proposed site plan for the "We Are Weslaco" Unity Drone Show.

The show is being provided to WISD at no cost and is fully sponsored by Gulf Coast Sky Spectra, Payne Auto Group, Reyna Law Firm, and Skinny Buddies. This community-sponsored show will celebrate our student-athletes, families, and the entire Weslaco community, with clear visibility from both the home and visitor stands.

We respectfully request approval to temporarily close Pike Boulevard and place barriers at the locations marked on the site plan on August 28, 2026. The closure is expected to begin around 2200 hours (10:00 p.m.), but may occur anytime between 2145 and 2245 hours depending on when the game ends. The closure will last approximately 35–45 minutes. Once the 12-minute show is complete and all drones have landed safely, the barriers will be removed and the road reopened immediately.

Thank you for your time and consideration.

Respectfully,

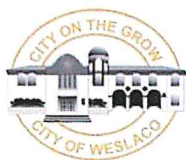
Justin
Owner/RPIC
Gulf Coast Sky Spectra

RE: Follow-Up: Site Plan and Pike Boulevard Closure Request

From Adelaida Vega <avega@weslacotx.gov>
Date Thu 8/13/2026 7:32 AM
To Justin Flores <info@gulfcoastskyspectra.com>
Cc Norma Cantu <nacantu@weslacotx.gov>; Maria De Los Santos <msantos@weslacotx.gov>

Good morning!

Thank you and will see you on Tuesday!



Aida Vega

Deputy City Secretary

City of Weslaco
255 S. Kansas Avenue
Weslaco, TX 78596
Ph: (956) 968-3181
Fax: (956) 968-6717

From: Justin Flores <info@gulfcoastskyspectra.com>
Sent: Wednesday, August 12, 2026 3:17 PM
To: Adelaida Vega <avega@weslacotx.gov>
Cc: Norma Cantu <nacantu@weslacotx.gov>; Maria De Los Santos <msantos@weslacotx.gov>
Subject: Re: Follow-Up: Site Plan and Pike Boulevard Closure Request

Ms. Vega,

Please find the updated site plan attached for your review.

I will attend the meeting at 5:30 p.m. on Tuesday, August 18, to address any questions or concerns from city officials, law enforcement personnel, or staff.

I believe a visible law enforcement presence would be beneficial to support orderly traffic flow and reinforce compliance with the designated traffic-control measures. We anticipate that most attendees will remain for the duration of the Drone Show. However, anyone wishing to leave early will have access to clearly designated exit routes and will not be blocked in at any time.

Thank you for your time and consideration. Please let me know if you need any additional information before the meeting.

Respectfully,

Justin Flores
Owner / Remote Pilot in Command
Gulf Coast SkySpectra



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1073	
From:			
Subject: Discussion and consideration to accept the proposal from ERO Architects for the New Fire Station #4 project for supplemental service to include Generator Design, Civil Engineering Design, Information and Communication Technology Systems and Landscape & Irrigation Design Services in an amount not to exceed \$146,850. (Staffed by Asst. City Manager Omar Rodriguez.)			
Background: The basis of this proposal is the AIA B101 – 2017 Owner and Architect Agreement approved on April 21, 2026, and Article 4.1 Supplemental Services designated to the Architect for the Project. The following includes the Scope of Work and Compensation for the following Supplemental Services: The proposed Supplemental Services fees for the proposed Scope of Work are as follows: 1) Generator Service Design: Half \$18,000 2) Civil Engineer: Half \$56,500 3) Information and Communication Technology (ICT) Systems: Half \$44,000 4) Landscape & Irrigation Services: Heffner Design Team, PLLC \$15,000 The total lump sum fee for ERO is \$133,500. Applying the 1.1 multiplier, the adjusted fee is \$146,850, based on Article 11.2 for the Architect's Supplemental Services designated in 4.1 and for any Supplemental Services required under Sec. 4.1.3, the Owner shall compensate the Architect Cost plus 10%.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Xavier Salinas		Created	

City Manager Comments:

Approve as recommended by staff.

Staff Recommendation:**Attachments, if any:**

25046 26 0805 City of Weslaco Fire Station No. 4_ERO Supplemental Services Proposal

Responsibilities upon Approval:

August 4, 2026

Omar Rodriguez, Assistant City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

Re: A-E Professional Services for the City of Weslaco – Fire Station No. 4

Dear Mr. Rodriguez,

ERO Architects is pleased to submit this proposal for the City of Weslaco – New Fire Station #4 project. The basis of this proposal is the AIA B101 – 2017 Owner and Architect Agreement approved on April 21, 2026, and Article 4.1 Supplemental Services designated to the Architect for the Project. The following includes the Scope of Work and Compensation for the following Supplemental Services:

- 1) Generator Service Design
Halff
5000 W Military Hwy #100
McAllen, Texas 78503
(956) 664-0286
- 2) Civil Engineer
Halff
5000 W Military Hwy #100
McAllen, Texas 78503
(956) 664-0286
- 3) Information and Communication Technology (ICT) Systems
Halff
5000 W Military Hwy #100
McAllen, Texas 78503
(956) 664-0286
- 4) Landscape & Irrigation Services
Heffner Design Team, PLLC
4100 N. 22nd Street
McAllen, Texas 78504
(956) 540-7850

Supplemental Services – Scope of Work

- a. See enclosed proposals for each Supplemental Service.

Supplemental Services - Compensation

a. The proposed Supplemental Services fees for the proposed Scope of Work are as follows:

- 1) Generator Service Design: Halff \$18,000
- 2) Civil Engineer: Halff \$56,500
- 3) Information and Communication Technology (ICT) Systems: Halff \$44,000
- 4) Landscape & Irrigation Services: Heffner Design Team, PLLC \$15,000

b. The total lump sum fee for ERO is \$133,500. Applying the 1.1 multiplier, the adjusted fee is \$146,850, based on Article 11.2 for the Architect's Supplemental Services designated in 4.1 and for any Supplemental Services required under Section 4.1.3, the Owner shall compensate the Architect Cost plus 10%.

INSURANCE

ERO maintains professional liability, general liability, and workers' compensation insurance coverage that complies with the Owner's requirements.

CLARIFICATIONS AND EXCLUSIONS

The following clarifications and exclusions apply to this proposal:

- Surveys: Any necessary site and tree surveys are to be provided by the City of Weslaco.
- Excluded Services: Civil engineering, geotechnical engineering, and special inspections are not included and provided by the Client.
- Bidding and Negotiation: Services related to the bidding and negotiation phase are excluded from this proposal and can be provided as an additional service if requested.
- Site Conditions: Any unforeseen site conditions that may impact the design or construction are not accounted for in this proposal.
- TDLR/ TAS (ADA) plan review and inspections are reimbursable expenses.
- Procuring or paying for permit application fees or construction permits are excluded and are to be covered by the Client.
- Additional Services: Any work beyond the scope described in this proposal, or revisions due to changes in project requirements or unforeseen circumstances, will be considered additional services and may be subject to additional fees.



We are committed to delivering a thoughtful, efficient, and high-quality design process that aligns with the City's vision and project goals. If acceptable, please sign and return one copy of this proposal to ERO Architects. Thank you!

Respectfully submitted,
Brian Godinez, CEO/Principal
ERO Architects

City of Weslaco:

Signature and Date

Print Name and Title



July 9, 2026

Juan Cantu, AIA, NCARB, LEED AP® BD+C
Principal, Project Architect
jcantu@goero.com
956-605-8557

63207.M02 – ERO/Weslaco/Fire Station/ Weslaco, Texas

Dear Mr. Cantu,

Halff Associates is pleased to submit the enclosed proposal to provide MEP professional engineering services for an approximate 12,700 square feet new fire station.

Please refer to the attached scope of services (Attachment A) to review the included work. Halff Associates is interested in performing this work, and we are appreciative of the opportunity to work with ERO on this important project. Enclosed, please find the proposed scope of services for the construction document development of mechanical, electrical and plumbing systems.

If you find the scope of services agreeable, you may authorize Halff Associates to proceed by signing the contract. Your signature will serve as our notice to proceed with this work. Please return one copy of the entire agreement signed to me via email. This will act as our notice to proceed. Work under this proposal will commence immediately upon our receipt of a fully executed agreement. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

If you have any questions or concerns, please don't hesitate to contact me. We are open to reaching mutually agreeable terms and we look forward in partnering with you on this project as we help turn your ideas into reality.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gabriel Benavides Jr.", written in a cursive style.

Gabriel Benavides Jr., PE
MEP Director
Vice President

1. MEP Project Management and Coordination

- MEP Project Management during the design phase.
- MEP Project Coordination Meetings during the design phase. Coordination meetings will be virtual and handled by the MEP PM only.
 - Participation by discipline-specific design Engineers will be based on reasonable advance notice and identification of agenda items requiring their attendance.
 - Meeting agendas will be provided in advance and will clearly define the meeting purpose, objectives, required attendees, discussion topics, and anticipated decisions.
 - The Owner and/or Prime Architect will provide project questions, review comments, discussion topics, and coordination items prior to scheduled meetings to allow adequate preparation and internal coordination by the MEP PM.
 - The MEP Project Manager will coordinate agenda items with the design team in advance of meetings to facilitate productive discussions and timely resolution of project issues.
 - Meetings will be focused on defined project objectives, design coordination, and decision-making efforts necessary to support project progress and maintain schedule.
 - Additional meetings resulting from matters outside the established agenda, excessive review cycles, or issues previously addressed may be considered outside the Basic Services scope.

2. Scope of MEP Basic Engineering Design Services

The following are included under the basic MEP engineering scope of services.

2.1 Mechanical Engineering Design Services

- Review project requirements and coordinate with the Owner, architect, and other design disciplines to establish HVAC design criteria and space requirements.
- Perform heating and cooling load calculations and develop HVAC zoning for all occupied and support spaces.
- Development of HVAC systems serving administrative offices, training/conference areas, sleeping quarters, day rooms, kitchen, EMS support spaces, and associated support areas.
- Development of heating, ventilation, and temperature control systems for apparatus bays and EMS vehicle bay, including provisions for indoor air quality and freeze protection.
- Development of exhaust and ventilation systems for restrooms, showers, janitor closets, storage rooms, and other required support spaces.
- Development of kitchen exhaust hood, makeup air (if applicable), and associated ventilation requirements.
- Select mechanical equipment and develop equipment schedules, performance criteria, and system layouts.
- Development of HVAC controls narratives and sequences of operation.
- Development of Mechanical details pertaining to the scope of work.
- Development of Mechanical specifications.
- Perform Mechanical ComCheck to determine energy code compliance.

2.2 Electrical Engineering Design Services

- Perform an electrical load analysis pertaining to the scope of work. The analysis will be shared with the electrical utility company.
- Development of new electrical distribution system including one line diagram, feeder schedule and panelboard schedules.
- Conduct illumination photometric study based on IESNA standards to define light locations, quantities, and illumination levels within the scope of work.
- Design of exterior lighting for parking lot and driveway, and interior lighting and controls, including the development of light fixture schedules and branch circuit design.
- Branch circuit design for mechanical equipment including the development of equipment connection schedules.
- Coordination of in-wall conduit and box systems for telecom drops to locations identified by the owner and/or architect.
- Development of electrical details pertaining to the scope of work.
- Development of electrical specifications.
- Perform electrical ComCheck to determine energy code compliance.
- Design of Fire Alarm System based on NFPA 72, International Building Code, International Fire Code, Texas Accessibility Standards, and applicable local city codes.

2.3 Plumbing Engineering Design Services

- Review project requirements and coordinate with the Owner, architect, and other design disciplines to establish plumbing design criteria and fixture requirements.
- Design domestic cold water, hot water, and hot water recirculation systems serving all occupied and support spaces.
- Design sanitary waste and vent systems for administrative areas, sleeping quarters, restrooms, showers, kitchen facilities, and support spaces.
- Design plumbing systems serving apparatus bays, EMS bays, mop/service sinks, floor drains, and emergency washdown areas as required.
- Design natural gas distribution systems serving water heaters, kitchen equipment, and other gas-fired equipment as applicable.
- Size and select plumbing equipment including water heaters, circulation pumps, interceptors, and associated accessories.
- Coordinate kitchen plumbing requirements, including connections to owner-furnished equipment and grease waste systems as required.
- Design storm drainage systems within the building footprint, including roof drainage piping and connection coordination with civil utilities.
- Development of plumbing details pertaining to the scope of work.
- Development of plumbing specifications.
- Perform plumbing ComCheck to determine energy code compliance.

2.4 MEP Engineering Quality Control Reviews

- 60% CD Quality Control Review
- 90% CD Quality Control Review
- 100% CD Quality Control Review

3 Supplemental Service Generator Design

- Review and analyze the electric utility metering demand information

- Develop a software-based generator sizing analysis. This gen size analysis will determine the appropriate size of generator required to provide backup power to the building.
- Develop a proposed one-line diagram. This diagram will identify new electrical equipment, grounding, cabling, and conduit requirements. This document will also include a circuit/conduit schedule.
- Development of electrical site plan.
- Develop project specific details.
- Specification of automatic transfer switch (ATS).
- Survey field ties to all surface improvements on the site, establishing horizontal and vertical control, and obtaining site topography required for design of the generator pad
- Civil task to establish dimensioning control and grading design based on surrounding site conditions and the base flood elevation for this area to be utilized by the structural engineer for design of the pad.
- Structural engineering design for generator pad.
- Development of technical specifications.
- Coordination with owner for location of generator.
- Coordination with owner for location of new automatic transfer switch (ATS).
- Coordination with owner for diesel fuel capacity tank size in hours of generator run time.

4 Bid Services

- Engineer will support architect in preparation of bid documents including questions during advertisement, bid addenda, and supporting documentation.

5 Basic CA Services/Tier 1 CA Services

- Respond to contractor Requests for Information (RFIs) related to the MEP design intent and construction documents. Halff will coordinate with the Prime Architect and Owner regarding MEP construction RFIs requiring design clarification or resolution.
- Review and respond to MEP-related submittals, product data, and shop drawings for general conformance with the design intent. Submittals will be submitted as full packages; piecemealed submittals will not be reviewed.
- Perform field observations at key stages of construction to evaluate general conformance of the installed MEP systems with the design intent.
- Field observations will be strategically scheduled to coincide with critical construction milestones, OAC meetings, and periods when substantial MEP installation work has been completed in order to maximize the value and effectiveness of each site visit.
 - o Typical field observations include:
 1. Plumbing and electrical underground and/or floor rough-in.
 2. In-wall rough-in prior to wall closure.
 3. Above-ceiling observations prior to ceiling installation.
 4. Substantial completion / punch list review.
 5. Back-punch review of previously identified deficiencies.
- Prepare field observation reports documenting observed conditions, design-related concerns, and items requiring follow-up or corrective action.

- Site visits are intended to provide general observations of construction progress and conformance with the design intent and do not constitute continuous inspection, construction supervision, quality control, means-and-methods review, or contractor oversight.
- Construction meetings and site visits shall be focused on defined project objectives and active MEP coordination issues to support efficient project delivery. Services associated with meeting attendance, interactive review cycles, or field observation efforts beyond the level contemplated under Basic Services will be considered Additional Services.

6 Assumptions

The preparation of this proposal is made with the following assumptions:

5.1 Project design deliverables included in this proposal consist of:

- 60% Construction Documents
- 90% Construction Documents
- 100% Construction Documents

5.2 The following items shall be provided by ERO to Halff:

- Project base files in Revit/BIM format or Autodesk AutoCAD.

5.3 It is assumed that 5-feet beyond the building the sanitary sewer, domestic water, and electrical utilities will be provided by others.

5.4 All Drawings, Documents, Specification produced in any form, provided by Engineer under the terms of this agreement are the property of Halff, and are not to be used for any reason or purpose other than to construct the above-named project without the written consent of the Engineer.

7 Professional Fees

Halff will perform the defined Scope of Services as stated above.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

6.1. MEP Design Engineering Services

The MEP Engineering Services fee shall be **lump sum** cost of work for the MEP scope of the project.

Professional Services	Professional Fee	Fee Type
Basic MEP Engineering Design Services	\$52,500	Lump Sum
Supplemental Service Generator Design	\$18,000	Lump Sum
Bid Services	\$1,375	Lump Sum
Construction Administration	\$8,125	Lump Sum
Total fee	\$80,000	Lump Sum

ATTACHMENT B

AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by the CONSULTANT, subject to negotiation:

1. Any additional work not specifically included in the Proposed Scope of Services.
2. OWNER generated changes to the design once Construction Document preparation is in progress.
3. Revisions to the plans requested by the CLIENT after the plans are approved unless necessitated by the discrepancy in the plans.
4. Design of improvements outside the limits of the defined project site.
5. Public meetings or hearings.
6. Additional meetings not identified in the project scope of services.
7. Payment of permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
8. Printing of additional drawings, specifications, and contract documents not identified in the project scope of services.
9. Additional regulatory agency requirements not identified in the proposed scope of services.
10. Design of MEP systems outside of scope limits.

11. The following are considered supplemental specialty services and can be provided as requested.

Specialty Information and Communication Technology (ICT) design services shall consist of structured cabling for data, voice, Wi-Fi, CATV, and electronic safety & security systems (ESS) for network video surveillance system (VSS) cameras (PoE), access control devices (ACS), intrusion/intruder detection system (IDS), intercom system and will be provided by the following services:

11.1 Design of Structured Cabling

- Design of pathways and transmission media for horizontal distribution cabling system.
- Design of pathways and media for backbone distribution cabling system for inter- and intra-building.
- Specification of communication outlets, fiber and/or copper horizontal/backbone cabling, data terminations, equipment racks/cabinets for networking hardware and cable termination patch panels (severs, routers, network switches, computers, or other active equipment shall be specified by owner.)
- Design for grounding and bonding systems for telecommunication system.
- Design for horizontal and vertical cable supports such as cable tray, jay-hooks, and D-rings.
- Specifications of contractor's minimal qualifications to install structured cabling systems and required cabling field testing reports.
- Specification of cable termination and cabling labeling standards.
- Design requirements for entrance facilities (EF)

- Design requirements for telecommunication equipment room (TER) aka MDF.
- Design requirements for telecommunication room(s) (TR) aka IDF.
- ICT basis of design based on City of Weslaco technology standards and requirements.
- ESS basis of design based on City of Weslaco technology and security standards and requirements.

11.2 Design for Video Surveillance Systems

- Develop an IP based surveillance camera system based on the City of Weslaco enterprise standard.
- Coordinate with City of Weslaco security representative for best location of IP cameras suitable for indoor and outdoor areas.
- Recommend camera based on the Detect, Observation, Recognition, and Identity (DORI) standard system for video surveillance systems.
- Surveillance camera plans, schedules, and installation details.
- Specifications of contractor's minimal qualifications to install electronic security systems.

11.3 Design of Access Control System

- Access control system to specify will be a scalable type.
- Design of access control system for perimeter and interior spaces. Doors and gates.
- Coordination with owner and architect for type of card reader and access card type.
- Coordination with architect on access control components required based on door hardware.
- Specify access control systems based on NPFA 101, Life Safety requirements.
- Access control plans, schedules, and installation details.
- Specifications of contractor's minimal qualifications to install electronic security systems.

11.4 Design of Intrusion/Intruder Detection System

- Specify motion sensors, glass breaks detectors, annunciators and sounding devices, and keypads based on perimeter, area of space, and point of objects requirements.
- Design an intrusion/intruder detection system to be integrated with video surveillance and access control system security suite.
- Intrusion/intruder detection plans, schedules, and installation details.
- Specifications of contractor's minimal qualifications to install electronic security systems.

11.5 Design of Audio Visual

- Pathways, connectors, cabling, and terminations for all Audio Visual (AV) equipment will be specified based on the equipment of use.
- Audio/Visual plans, schedules, and installation details.

11.6 Design of Intercom System

- Develop an IP based intercom system based on the City of Weslaco enterprise standard.
- Coordinate with City of Weslaco representatives for best location of IP speaker and visual display elements suitable for indoor and outdoor areas.
- Recommend devices based on intelligibility and audibility standard system for life safety and mass evacuation systems.
- Intercom plans, schedules, and installation details.
- Specifications of contractor's minimal qualifications to install electronic communication systems.

11.7 Development of ICT schedules and details

11.8 Development of ICT specifications



July 13, 2026
P065307.001

ERO Architects
Juan J. Cantu, AIA, NCARB, LEED AP® BD+C
Principal, Project Architect
135 Paseo Del Prado Suite 58
Edinburg, TX 78539 US

Re: **Proposal for Professional Civil Engineering Services for City of Weslaco Fire Station No. 4
in Weslaco, Texas**

Dear Mr. Cantu:

We are pleased to submit this proposal to provide professional engineering and surveying services for the proposed project referenced above. We are excited to be a part of your design team and look forward to contributing our skills to help make this project a success.

Attachment "A" provides our proposed scope of services and fees. The proposed fees identified shall be considered lump sum for the project, unless otherwise noted as hourly fees, and will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percentage of completion of the total lump sum/hourly fees.

Direct costs, including review fees, printing and reproduction, postage, messenger services, long-distance telephone calls, and travel, will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

The proposed fees established are based on the information provided by the Owner and Developer. The proposed fees identified do not include scope revisions or additions once the project is underway. Additional work requested by the Owner will require a revision to the scope and fees established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. **Please sign below acknowledging your approval of this proposal consisting of this cover letter (1 page), Attachment 'A' (6 pages), and Standard Form or Agreement for Professional Services (7 pages).** We will commence services upon receipt of a fully executed agreement.

We are excited to be working with you and look forward to expanding our working relationship in the future.

Respectfully,

A handwritten signature in blue ink, appearing to read "Raul Garcia, Jr.", written over a horizontal line.

Raul Garcia, Jr., PE, CFM
Vice President
Director of Public Works, McAllen

Approved by:

Signature

Print Name

Date

ATTACHMENT "A" PROFESSIONAL SERVICES

Project Background – This project site is located east side of Mile 6 Rd W., south of N. Mile 9 Rd. The scope illustrated in this proposal includes the civil engineering design for on-site improvements for the proposed City of Weslaco Fire Station No. 4.



Figure 1. Aerial view of project limits

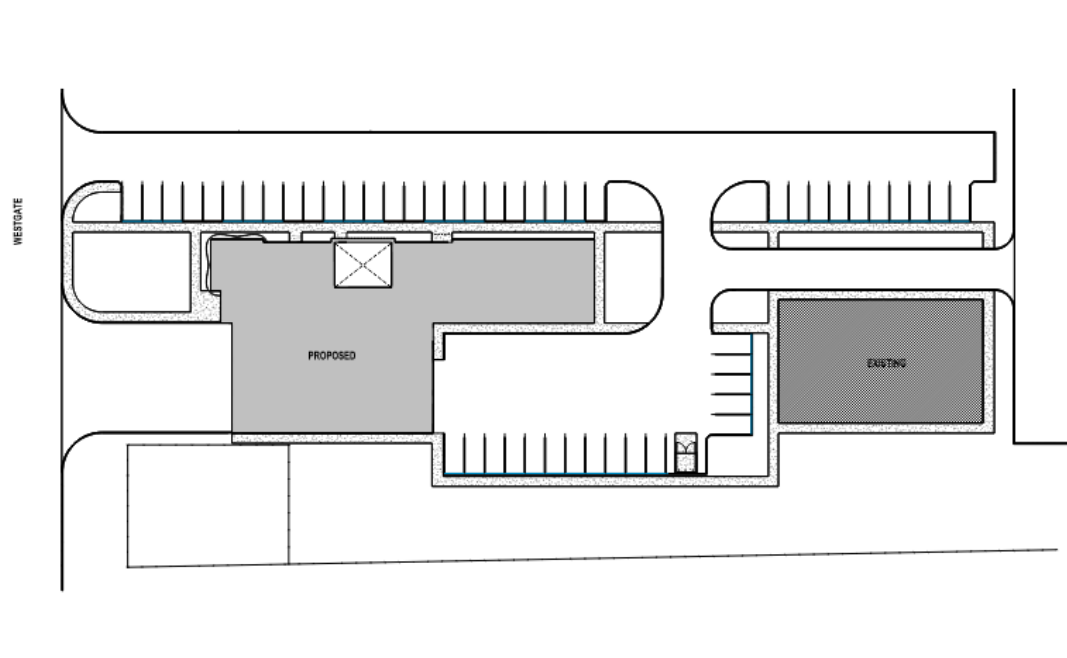


Figure 2. Site plan provided by Architect.

Project Assumptions - The scope of services for this proposal has been established using the following assumptions as a basis for its preparation:

1. Reference Material used was the following:
 - a. City of Weslaco standards
2. Coordination, preparation of documents, and submittal to local Registered Accessibility Specialist for plan review and inspection shall be provided by others.
3. Title commitment shall be provided by others, if required.
4. Geotechnical Study, to be provided by others
5. Stormwater pollution prevention plan (SW3P), if required by the city, to be provided by others.
6. Bidding services to be provided by others.
7. Architectural services is not included in this scope but can be provided as additional services.
8. Structural services is not included in this scope but can be provided as additional services.
9. Mechanical/Electrical/Plumbing services is not included in this scope but can be provided as additional services.
10. Traffic Control plans, if required, are to be provided by the Contractor and not included per this scope.
11. No off-site improvements will be included in this design but can be submitted as additional services.
12. No CLOMR-F or CLOMR is included in this scope of work.
13. No permit fees are included in this scope.
14. Halff Associates will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractors, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Construction Documents.
15. Civil scope terminated five feet from the building(s) for water, wastewater and franchise utility connection. Coordination between drainage system and roof drain is included in this scope.

Civil Engineering Services for Design

1. Meetings and Project Coordination

We will participate in meetings for coordination with the Owner, Architect, and Other consultants for the preparation of construction documents for permitting of civil improvements to the appropriate entities having jurisdiction. It is anticipated that there will be bi-weekly coordination meetings, to be attended virtually, with the Owner/Architect for a duration of six months. This also includes meetings with the City of Weslaco, Hidalgo County Drainage District No. 1, and Irrigation District.

2. Civil Engineering Design

The following scope of work includes the Civil Engineering Design for the proposed 12,500 sf fire station at the southwest corner of the site to be adjacent to existing metal building.

Civil Research and Due Diligence

This task includes research in obtaining design guidelines, applications, and checklists provided by local jurisdiction to be used for proposed civil improvements for this project. Also included in this task is obtaining record drawings for existing infrastructure such as water, wastewater, drainage and available franchise utility companies.

Onsite Demolition Plan

This task includes the demolition of existing infrastructure to accommodate the proposed site improvements. Demolition plan will include all callouts and notes needed to properly demo, remove and dispose of existing improvements. Where needed, tie downs will be provided for contractor's use.

Only the areas and buildings associated with the development of Fire Station No. 4 will be included in the demolition plan as part of this scope of work.

Onsite Paving and Dimensional Control Plan

This task includes the design and construction plan development for the property identified above. Construction plans will include a dimensional control and paving plan for the entire parking lot and access drives included in this site plan for constructability. In addition, in critical areas, detail blow ups will be provided to depict a geometric dimensional control that will provide coordinate geometry, road widths and radii. The surface paving section to be utilized will follow the recommendations of the project geotechnical consultant. The details will include curbs, road sections, and subgrade preparation. Plans include required notes and details for new paving construction up to the existing street location/right of way.

Onsite Grading Plan

The grading plan includes proposed spot grades, proposed and existing contours, notes and details required to allow construction of the new onsite drives, parking lot, sidewalks, and green areas. (Retaining wall design is not included in this scope).

Onsite Drainage Plan & Profile

This task includes the design and construction plan development of the master underground drainage system for the property identified above. The drainage system will fall within the pavement corridor, and drainage pipes will be sized to account for full buildout of the property. It is understood that the stormwater discharge for this development will be to the existing regional detention facility owned by the City of Weslaco east of the project site. As required by the City of Weslaco, this task will include a plan and profile. (Offsite drainage systems are not included in this scope).

Drainage Area Plan

The drainage area plan includes the determination of site drainage basins, calculation of runoff volumes, hydraulic grade line analysis and layout.

Onsite Utility Plan

This plan will show design and layout of pipe systems required for public domestic water, fire service, fire loop, wastewater lines and related appurtenances. The utilities will fall within the parking lot/road corridors and be sized to provide a viable water and sewer connection for this development. Sizing for lines will be coordinated with the city. Coordinate geometry and layout dimensions will be provided to allow construction of these facilities. (Offsite water and wastewater systems are not included in this scope).

Erosion Control Plan

This task involves the preparation of a layout showing the suggested erosion control measures with details. The layout will be utilized by the Contractor for the preparation of a stormwater pollution prevention plan required for compliance with government regulations.

Standard & Miscellaneous Detail

Details for the civil design will be developed and provided for items needing additional information for the contractor to complete the civil improvements and be in compliance with reviewing agency.

Civil Work Specifications

This task includes preparation of written technical specification sections for the proposed civil work.

3. Supplemental Topographic Survey for Design

This task includes any field ties in addition to those included in the scope described herein. This includes additional ties to specific surface improvements located onsite, establishing horizontal and vertical control for the project to be utilized by the contractor, and obtaining supplemental site topography required for the design. This does not include survey of any subsurface facilities other than wastewater & storm sewer. Existing underground structures or utilities not accessible will be obtained from record drawings and utility locating services (Texas 811 One-Call System).

The following specific services will be provided:

- Establish a minimum of two benchmarks.
- Obtain break lines and spot elevations sufficient for 0.50-foot contour intervals.
- Obtain line and grade on handicap ramps, crosswalks, and sidewalks.
- Locate above ground visible improvements.

- Locate visible above-ground utility locations, either found by our surveyors or located for us by utility companies and/or other agencies.
- Provide spot elevations at center point of manhole covers and access vaults.
- Provide invert elevation of manhole and elevation of pipe flowlines (if possible).
- Provide location, pipe size, (if possible) and invert elevation of existing storm drain structures.
- Process field collected data for field survey.
- Perform quality control for survey requirements.
- Prepare base map illustrating data collected above.
- Include property ownership and boundary information.
- Extract spot elevations and break lines into DTM.
- Extract and prepare triangulated irregular network into DTM.
- Load 0.50-foot contour information.
- Provide a Civil 3D cadd file.

4. Construction Administration - Civil

It is anticipated that the construction is expected to last 12 months therefore the following scope was developed with that assumption. This task includes site review of preparation of field reports and visits (1 per month), participation in monthly project meetings, review of 10 submittals, and responses to 5 design-related RFIs, 5 informational RFIs, punch list and back punch. Bidding services will be provided by others.

Record Drawings

Halff will prepare record drawings of civil improvements from the general contractor's construction plan redline markups. No additional field surveying will be provided for this task. Record drawings will only include improvements design by Halff Associates and will be billed at an hourly bases under the Construction Administration task.

Additional Services

5. Reimbursable Expenses

Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and travel will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. **Estimated reimbursable expenses shown will not be exceeded without your approval. This does not include permitting or review fees required by the agencies. These fees will be provided by the developer/owner.**

6. Preparation of Survey Exhibits with Metes and Bounds Descriptions for Easement/Parcel Acquisition

Halff will prepare metes & bounds descriptions and accompanying parcel exhibits for parcels on an as-needed basis at additional cost. The descriptions will be prepared in a manner acceptable for annexation, zoning, easement conveyance or other similar uses. Individual parcel exhibits shall be in delivered in pdf format, and shall be sealed, signed and dated by a Registered Professional Land

Surveyor. This task can be used for any easements such as AEP easements that require to be recorded by separate document before or after the plat has been recorded.

**This fee will vary depending on the easement alignment and will be submitted for additional services once alignment is set by engineer.*

Fee Summary

DESCRIPTION	FEE AMOUNT
Civil Engineering Services for Design	
1. Meetings and Project Coordination	\$6,500
2. Civil Engineering Design (Fire Station No. 4 only)	\$35,000
3. Supplemental Topo for Design	\$5,000
4. Construction Administration (Hourly Not to Exceed)	\$10,000
Total:	\$56,500.00

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax, on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

EXHIBIT A

STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN ERO ARCHITECTS AND HALFF ASSOCIATES, INC.

I. ENGAGEMENT. Halff Associates, Inc. ("**Halff**") agrees to perform the professional services (the "**Services**") described in the attached proposal/scope of services (the "**Scope of Services**") in connection with the project known as **ERO/Weslaco ISD Fire Station No. 4** (the "**Project**"). Unless modified in writing signed by both Halff and Client (each a "**Party**" and, collectively, the "**Parties**"), the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and this Standard Form of Agreement (collectively the "**Agreement**"), when executed by **ERO Architects a Limited Liability Company (LLC)** ("**Client**"), shall constitute a binding agreement on both Parties. Halff shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of Client or any other party.

II. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement. Notwithstanding anything to the contrary contained herein, Client shall pay all costs of collection, including reasonable attorneys' fees and court costs incurred by Halff if legal action is instituted against Client related to client's payment responsibilities hereunder (a "**Payment Recovery Action**").
- b. **Retainer.** In addition to the payment terms set forth above, Client shall make an initial payment of **N/A** (the "**Retainer**") promptly upon execution of this Agreement. The Retainer shall be held by Halff and applied against the final invoice. _____ **Client Initials**
- c. **Suspension of Services due to Nonpayment.** Halff and Client agree that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third-party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the services and to terminate this Agreement effective immediately.
- d. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- e. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date, invoice number and the disputed amount. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or any portion thereof not disputed within said thirty (30) day period.
- f. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

III. STANDARD OF CARE AND RESPONSIBILITY.

- a. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "**Standard of Care**"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such

statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.

- b. **Timeliness of Performance.** Halff shall perform its Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the Project.
- c. **Halff's Review of Client or Third-Party Work.** Halff's review or supervision of work prepared or performed by Client, Client's employees or by other individuals or legal entities (including such legal entity's employees, agents, consultants, officers and directors) employed by Client (collectively "Third-Party(ies)") shall not relieve Client or any Third-Party of complete responsibility for the adequacy of their work. It is understood that any Project site visits, resident engineering or, if specifically required in the Scope of Services, inspection or observation services provided or performed by Halff shall be for the sole and exclusive purpose of observing the progress and quality of work completed and reviewing the general compliance of such activities with respect to the technical provisions of the Project specifications. Such Project site visits and observation services by Halff are not intended to be an exhaustive check or detailed inspection of any Third-Party's work, and shall not constitute any form of guarantee with respect to the performance of any Third-Party. Halff shall not supervise, direct or have control over any Third-Party. Halff does not assume responsibility for means, methods, techniques, sequences, procedures, or appliances used by any Third-Party, for safety precautions, programs or conditions, or for compliance by any Third-Party with applicable laws, rules, and regulations. Halff shall not be responsible for any acts or omissions of any Third-Party or any employee or agent of such Third-Party.
- d. **Client and Third-Party Responsibilities.** Neither the professional services of Halff, nor the presence of Halff or its subcontractors at the Project site, shall impose any duty on Halff, or relieve any Third-Party of its obligations, duties, and responsibilities including, without limitation, for the means, methods, sequence, techniques or procedures necessary for performing, superintending, and coordinating the work in accordance with the contract documents and any applicable health or safety precautions required by any applicable regulatory agencies. Halff has no authority to exercise any control over any Third-Party, including, without limitation, the Contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that each Third-Party shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in Client's contract(s) with each Third-Party. Client also agrees that Client, Halff, and Halff's subcontractors shall be made additional insureds under the Contractor's and other Third-Party policies of general liability insurance. As used herein, "Contractor" means the person or legal entity that has entered into a contractual agreement with Client or others to construct, rehabilitate, alter and/or repair all or part of the Project.
- e. **Construction Estimates.** Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.
- f. **Construction Observation.** Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third-Party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.
- g. **Client Indemnification of Third-Party Acts and Omissions.** Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Halff, its officers, directors, employees, and subcontractors against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of services by Client and any Third-Party and from any and all claims arising from modifications, clarifications, interpretations, adjustments, or other modifications made to the Deliverables without Halff's express, written consent.
- h. **Additional Services and Change Orders.** Any service(s) not listed in Halff's Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of

the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Scope of Services (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Scope of Services. If a revised Scope of Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement in accordance with Section VIII below.

- i. **Subcontractors.** Halff shall be entitled to subcontract any portion of the Services described in the Scope of Services.

IV. CLIENT OBLIGATIONS.

- a. Client shall furnish, at Client's expense, all required or necessary information, requirements, reports, data, access, surveys, and instructions necessary for Halff to perform the services. Halff may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Halff shall not be held responsible for any errors or omissions that arise as a result of erroneous or incomplete information provided by Client and/or Client's Third Parties.
- b. Client shall secure safe access to and make all provisions for Halff to enter upon public and private property as required to perform the Scope of Services.

V. OWNERSHIP OF DOCUMENTS.

- a. **License to Client.** Upon completion of Halff's services and receipt of payment in full, Halff grants to Client a non-exclusive license to possess and use the final drawings and instruments produced by Halff in connection with Halff's performance of the Services (collectively the "Deliverables"). The Deliverables may be copied, duplicated, reproduced, and used by Client for the sole purpose of constructing, operating and maintaining the Project for which the Deliverables were created. Notwithstanding the foregoing, Client understands and agrees that the Deliverables and any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Halff.
- b. **Prohibition Against the Reuse of Deliverables.** Client agrees that the Deliverables are not intended or represented to be suitable for reuse by Client or any third-party for any purpose other than as set forth herein. Client agrees that Client may not use or reuse the Deliverables on any other project without the express written authorization of Halff and any reuse by Client, or by those who obtain said information from or through Client, without Halff's written consent, will be at Client's sole risk and without liability or legal exposure to Halff or to Halff's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Halff's Affiliates").
- c. **Indemnification for Reuse of Deliverables.** Client agrees to defend, indemnify and hold Halff and Halff's Affiliates harmless from and against any and all damages, liability and costs arising from the reuse of the Deliverables in violation of Section V.b. above. Under no circumstances shall delivery of the Deliverables by Halff to Client be deemed a sale by Halff, and Halff makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Halff be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the Deliverables.
- d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

VI. INSURANCE. Halff agrees to maintain during the life of this Agreement the following minimum insurance:

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- e. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.

VII. SUSPENSION OF SERVICES. If services performed under this Agreement are suspended for more than thirty (30) calendar days in the aggregate, Halff shall be compensated for services performed and charges incurred prior to receipt of a written notice to suspend, including an equitable adjustment in fees resulting from the demobilization and, as appropriate, remobilization. Additionally, Client agrees to equitably adjust the Project schedule based on the delay caused by the suspension. If services under this Agreement are suspended for more than ninety (90) calendar days in the aggregate, Halff may, at its option, terminate this Agreement upon giving notice in writing to Client. Further, Halff may request suspension of the services by notifying Client, in writing, of circumstances or conditions interfering with normal progress of the services. If Client fails to make timely payments to Halff or is otherwise in breach of this Agreement, Halff may suspend performance of services upon five (5) calendar days' notice to Client. Halff shall have no liability to Client for any costs or damages resulting from a suspension occasioned by any breach or perceived breach of this Agreement by Client.

VIII. TERMINATION. Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Services being performed by a third-party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

IX. DISPUTE RESOLUTION.

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement of any kind by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including, without limitation, the interpretation, performance or non-performance, or the exercise of rights under any provision of this Agreement but specifically excluding claims by Halff for unpaid invoices.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific requirement. Reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding a Payment Recovery Action which shall not be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged

between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

- d. **Arbitration.** Excluding a Payment Recovery Action which is not subject to arbitration, if the Dispute cannot be resolve by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree that their sole and exclusive remedy for any unresolved Disputes shall be settled by binding arbitration. The arbitration shall be administered by the AAA and conducted in Dallas, Texas by a single arbitrator, in accordance with the Construction Industry Rules of the AAA. The arbitrator shall be chosen from a panel of persons knowledgeable in the relevant field and shall be appointed within thirty (30) calendar days of the date of the demand for arbitration. Transcripts of the arbitration shall be prepared concurrent with the arbitration proceeding using normal and customary processes such that an arbitration record can be provided to the Parties upon request. The decision of the arbitrator must contain written reasons and shall be final and incontestably binding upon the Parties and not subject to any rights of appeal except for (i) those grounds set forth in the Federal Arbitration Act (FAA) §10(a), (ii) an arbitration decision or decisions which contain reversible error of state or federal law, or (iii) an arbitration decision or decisions based upon the arbitrator's application of a cause of action or remedy not expressly provided for under existing state or federal law. Judgment upon any award may be entered in any competent court unless the arbitration decision fails to meet the above-described standards, which such failure shall be grounds for vacatur. All costs of arbitration shall be borne equally by all Parties. Upon completion of the arbitration process, if no award is made to claimant, then claimant shall pay the opposing Party's costs and expenses incurred in such arbitration, including reasonable attorney's fees, as well as the costs of arbitration.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Dallas County, Texas.

X. PROJECT ENHANCEMENTS/BETTERMENTS.

- a. **Betterments.** If a component of the Project is omitted from Halff's Deliverables due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a "Betterment") added to the Project. Client will be responsible for the amount it would have paid for such Betterment as if such Betterment had been included in Halff's Deliverables. Notwithstanding the foregoing, Halff will be responsible only to the extent necessary to place Client in the same position it would have been but for Halff's breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement or negligence of Halff, Halff will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. If the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT HALFF'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO HALFF'S BREACH OR NEGLIGENCE.

XI. EXCLUSIVITY OF REMEDIES. The Parties acknowledge and agree that the remedies set forth in Section XII are and shall remain the Parties' sole and exclusive remedies with respect to any Dispute. The Parties agree that Halff is to have no liability or responsibility whatsoever to Client for any Dispute, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

XII. AGREED REMEDIES.

- a. **No Individual Liability.** In no event shall Halff's individual employees, consultants, agents, officers or directors

be subject to any personal legal exposure or liability for Disputes arising out of or in connection with this Agreement.

- b. **LIMITATION OF LIABILITY.** IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH CLIENT AND HALFF, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY, CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF HALFF AND HALFF'S AFFILIATES TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL DISPUTES, SHALL NOT EXCEED HALFF'S FEE RECEIVED HEREUNDER FOR THE SERVICES PERFORMED, ADJUSTED DOWNWARD TO ACCOUNT FOR SUBCONTRACTOR FEES INCURRED AND REIMBURSABLE EXPENSES, UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS LOWER. INCREASED LIMITS MAY BE NEGOTIATED FOR AN ADDITIONAL FEE.
- c. **Waiver of Consequential Damages.** Notwithstanding any other provision of this Agreement, neither Party shall be liable to the other Party for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility downtime; or other similar business interruption losses, however, the same may be caused.
- d. **Time Limit To Make A Claim.** Client may not assert any claim against Halff after the shorter of (1) three (3) years from substantial completion of the services giving rise to the claim, or (2) the statute of limitation provided by law, or (3) the statute of repose provided by law.

XIII. ASSIGNMENT. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Halff without the prior written consent of the other Party.

XIV. NO THIRD-PARTY BENEFICIARIES. This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

XV. WAIVER. Any failure by Halff to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Halff may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

XVI. SEVERABILITY. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVI. INTEGRATION. This Standard Form of Agreement, including the Scope of Services, fee, and schedule, constitutes the entire agreement between the Client and the Halff. It supersedes and replaces all prior, contemporaneous, and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether written, oral, electronic, or in any other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

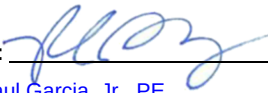
SIGNATURE PAGE FOLLOWS

Representation on Authority of Parties/Signatories. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

ACCEPTED AND AGREED:

Halff: **HALFF ASSOCIATES, INC.**

Client: **ERO ARCHITECTS**

Signature:  _____
Name: Raul Garcia, Jr., PE _____
Title: Vice President, Director of Public Works - McAllen _____
Date: July 13, 2026 _____

Signature: _____
Name: _____
Title: _____
Date: _____



July 16, 2026

Juan Cantu, AIA, NCARB, LEED AP® BD+C
Principal, Project Architect
jcantu@goero.com
956-605-8557

63207.001 – ERO/Weslaco/Fire Station/ Weslaco, Texas

Dear Mr. Cantu,

Halff Associates is pleased to submit the enclosed proposal to provide ICT professional engineering services for an approximate 12,700 square feet new fire station.

Please refer to the attached scope of services (Attachment A) to review the included work. Halff Associates is interested in performing this work, and we are appreciative of the opportunity to work with ERO on this important project. Enclosed, please find the proposed scope of services for the construction document development of Information and Communication Technology (ICT) systems.

If you find the scope of services agreeable, you may authorize Halff Associates to proceed by signing the contract. Your signature will serve as our notice to proceed with this work. Please return one copy of the entire agreement signed to me via email. This will act as our notice to proceed. Work under this proposal will commence immediately upon our receipt of a fully executed agreement. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

If you have any questions or concerns, please don't hesitate to contact me. We are open to reaching mutually agreeable terms and we look forward in partnering with you on this project as we help turn your ideas into reality.

Sincerely,

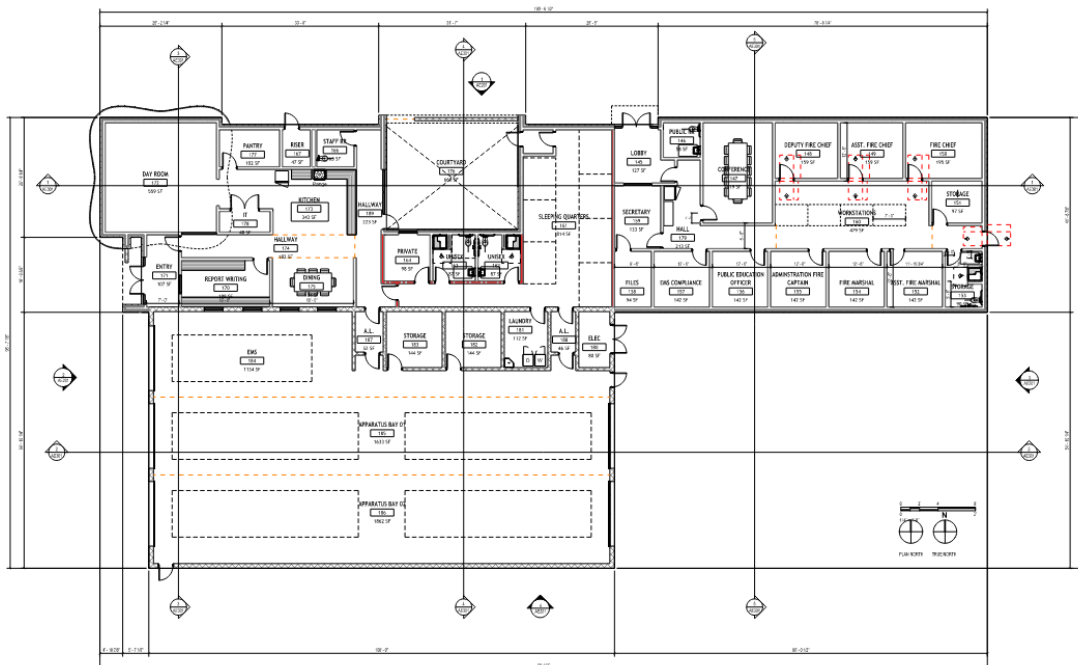
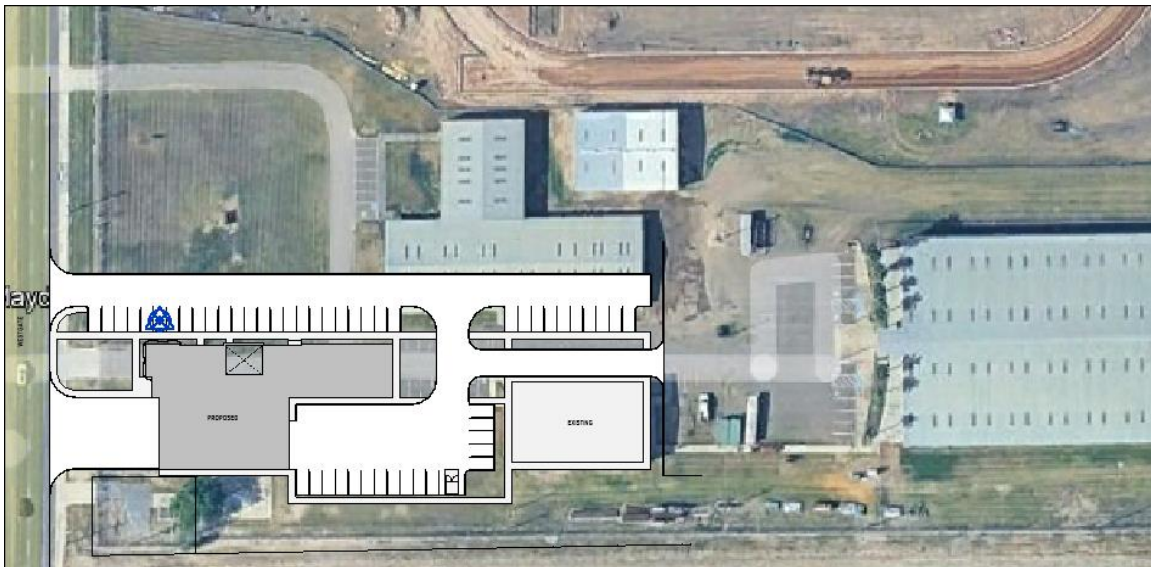
A handwritten signature in blue ink, appearing to read "Gabriel Benavides Jr.", written in a cursive style.

Gabriel Benavides Jr., PE
MEP Director
Vice President

ATTACHMENT A

SUPPLEMENTAL SCOPE OF SERVICES FOR Weslaco Fire Station ICT Engineering Project Description

This project involves ICT supplemental professional engineering design services for a new 12,700 square foot fire substation. The fire station will be a new building on the southwest corner of the site as shown below. The structure will hold office spaces, living quarters, EMS bay, and 2 apparatus bays. The office space will include 9 offices, workstations, storage rooms, a conference room, and a restroom. The scope of work listed below will cover Information & Communication Technology (ICT) design services for the fire station.



1. ICT Project Management and Coordination

- ICT Project Management during the design phase.
- ICT Project Coordination Meetings during the design phase. Coordination meetings will be virtual and handled by the ICT PM only. For purposes of scope preparation, the following assumptions were made:
 - Participation by discipline-specific Engineers of Record will be based on reasonable advance notice and identification of agenda items requiring their attendance.
 - Meeting agendas will be provided in advance and will clearly define the meeting purpose, objectives, required attendees, discussion topics, and anticipated decisions.
 - The Owner and/or Prime Architect will provide project questions, review comments, discussion topics, and coordination items prior to scheduled meetings to allow adequate preparation and internal coordination by the ICT design team.
 - The ICT Project Manager will coordinate agenda items with the design team in advance of meetings to facilitate productive discussions and timely resolution of project issues.
 - Meetings will be focused on defined project objectives, design coordination, and decision-making efforts necessary to support project progress and maintain schedule.
 - Additional meetings resulting from matters outside the established agenda, excessive review cycles, or issues previously addressed may be considered outside the ICT scope of services.

2. Scope of ICT Supplemental Engineering Design Services

The following are considered supplemental specialty services and are included under the ICT Supplemental engineering scope of services.

Information and Communication Technology (ICT) design services shall consist of structured cabling for data, voice, Wi-Fi, CATV, and electronic safety & security systems (ESS) for network video surveillance system (VSS) cameras (PoE), access control devices (ACS), intrusion/intruder detection system (IDS) and will be provided by the following services:

2.1 Design of Structured Cabling

- Design of pathways and transmission media for horizontal distribution cabling system.
- Design of pathways and media for backbone distribution cabling system for inter- and intra-building.
- Specification of communication outlets, fiber and/or copper horizontal/backbone cabling, data terminations, equipment racks/cabinets for networking hardware and cable termination patch panels shall (severs, routers, network switches, computers, or other active equipment and end devices shall be specified by owner.)
- Design for grounding and bonding systems for telecommunication systems.
- Design for horizontal and vertical cable supports such as cable tray, j-hooks, and pathway sleeves.

- Specifications of contractor's minimal qualifications to install structured cabling systems and required cabling field testing reports.
- Specification of cable termination and cabling labeling standards.
- Design requirements for entrance facilities (EF)
- Design requirements for telecommunication equipment room (TER) aka MDF.
- Design requirements for telecommunication room(s) (TR) aka IDF.
- ICT basis of design based on City of Weslaco technology standards and requirements.
- ESS basis of design based on City of Weslaco technology and security standards and requirements.

2.2 Design for Video Surveillance Systems

- Develop an IP based surveillance camera design based on the City of Weslaco enterprise standard.
- Coordinate with City of Weslaco security representative for best location of IP cameras suitable for indoor and outdoor areas.
- Surveillance camera plans, schedules, and installation details.

2.3 Design of Access Control System

- Develop an IP based access control design based on the City of Weslaco enterprise standards.
- Design of access control system for perimeter and interior spaces. Doors and gates.
- Coordination with owner and architect for type of card reader and access card type.
- Coordination with architect on access control components required based on door hardware.
- Access control plans, schedules, and installation details.

2.4 Design of Intrusion/Intruder Detection System

- Specify motion sensors, glass breaks detectors, annunciators and sounding devices, and keypads based on perimeter, area of space, and point of objects requirements.
- Design an intrusion/intruder detection system to be integrated with video surveillance and access control system security suite.
- Intrusion/intruder detection plans, schedules, and installation details.

2.5 Design of Audio Visual Infrastructure.

- Design pathways, outlets, cabling, and terminations for all Audio Visual (AV) owner provided equipment.
- Audio/Visual plans, schedules, and installation details.

2.6 Development of ICT schedules and details

2.7 ICT Engineering Quality Control Reviews

- 60% CD Quality Control Review
- 90% CD Quality Control Review
- 100% CD Quality Control Review

3 Bid Services

- Assist ERO with ICT-related recommendations for contract award and participation in the preconstruction conference.

4 Basic CA Services/Tier 1 CA Services

- Respond to contractor Requests for Information (RFIs) related to the ICT design intent and construction documents. Halff will coordinate with the Architect and Owner regarding significant ICT construction issues requiring design clarification or resolution.
- Review and respond to ICT-related submittals, product data, and shop drawings for general conformance with the design intent.
- Attend project meetings on an as-needed basis when ICT-specific discussions, design decisions, or construction issues warrant participation by the ICT team.
- Perform field observations at key stages of construction to evaluate general conformance of the installed ICT systems with the design intent.
- Field observations will be strategically scheduled to coincide with critical construction milestones, OAC meetings, and periods when substantial ICT installation work has been completed in order to maximize the value and effectiveness of each site visit.
 - Typical field observations may include:
 1. Above-ceiling observations prior to ceiling installation.
 2. Substantial completion / punch list review.
 3. Back-punch review of previously identified deficiencies.
- Prepare field observation reports documenting observed conditions, design-related concerns, and items requiring follow-up or corrective action.
- Site visits are intended to provide general observations of construction progress and conformance with the design intent and do not constitute continuous inspection, construction supervision, quality control, means-and-methods review, or contractor oversight.
- Additional field observations may be performed, when warranted by project progress, significant construction milestones, unforeseen field conditions, contractor coordination issues, or upon request by the Prime Architect or Owner.
- Construction meetings and site visits shall be focused on defined project objectives and active ICT coordination issues to promote efficient use of project resources and maintain the project design and construction budget. Additional services may be required for excessive meeting participation, extraordinary review cycles, or field observation efforts beyond those reasonably anticipated under this scope of services.

5 Assumptions

The preparation of this proposal is made with the following assumptions:

3.1 Project design deliverables included in this proposal consist of:

- 60% Construction Documents
- 90% Construction Documents
- 100% Construction Documents

3.2 The following items shall be provided by ERO to Halff:

- Project base files in Revit/BIM.
- Weekly updates to Revit model.

- Narrative of changes that impact ICT design.

3.3 Internet Service Provider services are assumed to be provided by others. ICT plans will include a pathway from the Entrance Facility to the property line.

3.4 All Drawings, Documents, Specification produced in any form, provided by Engineer under the terms of this agreement are the property of Halff, and are not to be used for any reason or purpose other than to construct the above-named project without the written consent of the Engineer.

3.5 Parking lot and driveway emergency vehicle system integration with ESS design are excluded, however, upon request these design services can be provided as additional supplemental services.

3.6 Radio communications infrastructure design is excluded, except for interior-to-exterior pathway penetrations identified as part of the ICT scope.

3.7 Emergency alert system design is excluded; however, these services may be provided upon request as additional supplemental services.

6 Professional Fees

Halff will perform the defined Scope of Services as stated above.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

4.1 ICT Supplemental Design Engineering Services

The ICT Supplemental Engineering Services fee shall be **lump sum** cost of work for the ICT scope of the project.

Professional Services	Professional Fee	Fee Type
Supplemental ICT Engineering Design Services	\$27,500	Lump Sum
Bid Services	\$1,000	Lump Sum
Construction Administration	\$15,500	Lump Sum
Total Fee	\$44,000	Lump Sum

ATTACHMENT B

AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by the CONSULTANT, subject to negotiation:

1. Any additional work not specifically included in the Proposed Scope of Services.
2. OWNER generated changes to the design once Construction Document preparation is in progress.
3. Revisions to the plans requested by the CLIENT after the plans are approved unless necessitated by the discrepancy in the plans.
4. Design of improvements outside the limits of the defined project site.
5. Public meetings or hearings.
6. Additional meetings not identified in the project scope of services.
7. Payment of permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
8. Printing of additional drawings, specifications, and contract documents not identified in the project scope of services.
9. Additional regulatory agency requirements not identified in the proposed scope of services.
10. Design of ICT systems outside of scope limits.

11. The following are considered supplemental specialty services and can be provided as requested.

- Intercom / Public Announcement System (ICS/PA)
- A/V Command Center / Video Wall
- Public Safety Distributed Antenna System (DAS) – Radio Booster
- Dispatch Radio System – RF Network
- Wi-Fi Pre-construction heat map analysis
- Emergency Vehicle Preemption / Siren-Activated Gate Access System
- Fire Station Alerting System
- Apparatus Bay Alerting Integration
- Dorm Room / Bunk Room Alerting Integration
- Overhead Door and Gate Access Integration



HEFFNER DESIGN TEAM, PLLC

DESIGN SERVICES PROPOSAL

Date: August 4, 2026

Attention: Juan Cantu, AIA, NCARB, LEED, AP BD+C
ERO Architects

Regarding: Proposal for Design Services

Mr. Cantu,

Please review this proposal for landscape architecture services for the Weslaco Fire Station 4 project located in Weslaco, Texas-

Provide a review of the City of Weslaco landscape ordinance and develop landscape and irrigation construction documents that adhere to the minimum requirements set forth therein. All drawings will be based on the ACAD drawing files you provide. These files must include the existing tree locations, types, canopy sizes, and calipers. Our process includes a design development set of plans, details, and specifications for your review and comment, and a set of construction documents that incorporates all comments. Meetings with clients are limited to two per phase and will be via Google Meet. Additional meetings and revisions are considered an additional service and will be billed at an hourly rate. All documents will be transmitted via email.

Fee for the design development phase - \$ 3,000.00

Fee for the construction document phase- \$ 9,000.00

Provide bidding and construction administration services including attendance at pre-construction meetings, issuance of addenda, submittal and RFI review, development and issuance of ASI's, and two site visits.

Fee for the construction administration phase- \$ 3,000.00

The total amount for the above scope of work- \$15,000.00

To supply our clients with peace of mind we carry full general and professional liability insurance. I am licensed as a landscape architect by the States of Texas and Michigan. A copy of our insurance and licenses is available on request. This proposal expires 90 days from the above date. Thank you for the opportunity to work on this project.

Sincerely,

X _____

Andrew T. Heffner, PLA, ASLA, CLARB

Client Signature

Date



HEFFNER DESIGN TEAM, PLLC

A. Contract Terms & Conditions

- Supplemental Services- Supplemental Services are shown below. Supplemental Services are beyond the scope of the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation (either on the hourly basis) beyond the Compensation stated in the Preliminary Provisions.

The following pre-design services should be considered Supplemental Service-
Assisting the Client with programming, master planning, detailed project scheduling, representing Client at zoning hearing and/ or community meetings or design review hearings, assist the Client with grant administration, and all additional meetings.

The following Design Phase services should be considered Supplemental Service-
Scale models and renderings, special studies or reports, expert witness testimony, attendance at public review or design review hearings, and all additional meetings.

The following Construction Administration Phase should be considered Supplemental Service-

Prepare Client-initiated change orders, on the behalf of the Client, receive written guarantees, warranties, releases of liens, and related documents required from Contractor, review Contractor's marked-up-as-built drawings, determine consent of surety, if any, to issuance of final certificate of payment. Revisions to previously approved drawings or other documents shall constitute Supplemental Services when necessary to accommodate subsequent interpretations by governmental officials, and all additional meetings.

The following Post-Construction Phase should be considered Supplemental Service-
Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor, provide periodic observations of work and/or warranty items, perform post-construction evaluation of functional and operational performance of the Project, and all additional meetings.

Compensation for supplemental services shall be based on the following hourly rates:
Landscape Architect- \$ 150 p/h
Licensed Irrigator- \$ 125 p/h
Junior Designer- \$ 110 p/h
Development Coordinator- \$ 110 p/h

- Approval of Services/Changes to Approved Services- The Landscape Architect shall proceed with a phase or design package of the Landscape Architect's services only after receiving the Client's written approval of the services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Program descriptions.
- Opinions of Probable Construction Costs- Opinions of probable construction costs provided by the Landscape Architect are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time



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construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

- Construction Safety- The presence of the Landscape Architect, its employees, or consultants at the Project site shall not be deemed an assumption by the Landscape Architect of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or any regulatory health or safety requirements. The Landscape Architect, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.
- Information-
 - i. The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, or deed or other restrictions.
 - ii. The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.
- Independent Testing- The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste conditions.
- Reliance- The Landscape Architect shall be entitled to rely on the accuracy and completeness of the information, test results, and work product provided by the Client and the Client's consultants. The Landscape Architect shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client.
- Ownership of Documents-
 - i. The Landscape Architect shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices of any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Landscape Architect (collectively, the "Design Materials")
 - ii. Subject to payment by the Client of all fees and costs owed to the Landscape Architect, the Landscape Architect grants to the Client a nonexclusive license to reproduce the Design Materials solely for the construction and use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Landscape Architect within 21 days of the notice of termination.



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- iii. The Client, to the fullest extent permitted by law, shall indemnify and hold harmless the Landscape Architect for any costs, including legal fees or defense costs, liability or loss, which result from any unauthorized modification of the Design Materials or the use of the Design Materials for any purpose other than the Project.
- iv. In the event this Agreement is terminated prior to the completion of the Project, the Landscape Architect shall have no liability to the Client or to anyone claiming through the Client for any claims, liabilities, or damages resulting from the use, misuse, or modification of the Design Materials without the Landscape Architect's approval, and the Client agrees to indemnify and defend the Landscape Architect against all such claims.

➤ Landscape Architect Compensation

- i. Compensation for the Scope of Services to be performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below.
- ii. Reimbursable expenses are expenditures for the Project made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 10 %. Reimbursable expenses include but are not limited to the following:
 - a. costs of reproductions, faxes, postage and handling, messenger and overnight delivery services;
 - b. costs of renderings, photographs, models, and mock-ups requested by the Client;
 - c. expense of professional liability insurance dedicated exclusively to the Project, or additional insurance coverage or limits requested by the Client in excess of that normally carried by the Landscape Architect and its consultants;
 - d. costs of printing and delivering bid packages;
 - e. services of professional consultants which cannot be quantified at the time of contracting; and
 - f. other, similar direct Project-related expenditures.

➤ Payments

- i. An initial payment of 0% of the approved design fee shall be made upon execution of this Agreement; this amount shall be credited to the Client's account at final payment. Acceptable methods of payment are cash, check, or money order. Mail checks and money orders and do not mail cash as we are not liable if lost or stolen.
- ii. Landscape Architect shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.



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- iii. Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5 % interest per month. Pursuant to section 7.2, herein, at the Landscape Architect's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

➤ Indemnification & Consequential Damages

- i. Indemnification- Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence. Landscape Architect's liability to the client for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
- ii. Consequential Damages- The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1121	
From:			
Subject: Discussion and consideration to approve the Proposal for Professional Subdivision Platting, Civil Engineering, Architectural, MEP Engineering, Structural Engineering, Landscape Architecture & Irrigation, Planning and Environmental, and Kitchen Design Services for the Fixed Based Operator (FBO), Hangar, and Taxiway/Apron Project at the Weslaco Mid-Valley Airport. (Staffed by Asst. City Manager Omar Rodriguez.)			
Background: Project Background – This project site is proposed to be in a 4-acre undeveloped area in the Mid Valley Industrial Park Lot 2 & 3 Blk 3. The proposed project will consist of a pre-engineered airplane hangar with an approximate area of 8,900 SF, a steel framed lobby and office building consisting of a ground floor with area of approximately 9,600 SF, a second-floor office area with an area of approximately 3,400 SF, 800-SF third-floor observation deck with the ability to vertically expand to a future 65-ft observation tower. The site also includes two canopies, one located at the entrance vestibule and the other within the secure area, and site structures. Associated taxiway/apron infrastructure, parking, grading, drainage, utility and landscape improvements are included as part of this project. This scope of work also includes the Subdivision Platting services to re-subdivide ±350 acres owned by the City of Weslaco for the Mid-Valley Airport Master Plan. The scope illustrated in this proposal includes Subdivision Platting, Civil Engineering, Architectural, Mechanical Electrical Plumbing (MEP), Structural, Landscape Architecture & Irrigation, Environmental services, and Kitchen Design services to meet the requirements for the proposed project.			
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 Xavier Salinas Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: 62685.002_Weslaco Mid-Valley Airport FBO, Hangar, & Taxiway-Apron Proposal			

Responsibilities upon Approval:
--



August 10, 2026
P62685.002

Omar Rodriguez
Assistant City Manager
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596

Re: **Proposal for Professional Subdivision Platting, Civil Engineering, Architectural, MEP Engineering, Structural Engineering, Landscape Architecture & Irrigation, Planning and Environmental, and Kitchen Design Services for the Fixed Based Operator (FBO), Hangar, and Taxiway/Apron Project at the Weslaco Mid-Valley Airport**

Dear Mr. Rodriguez

We are pleased to submit this proposal to provide professional engineering services for the proposed project referenced above. We are excited to be a part of your design team and look forward to contributing our expertise and providing a successful project.

Attachment "A" provides our proposed scope of services and fees. The proposed fees identified shall be considered lump sum for the project, unless otherwise noted as hourly fees, and will not be exceeded without your prior approval. Our services will be invoiced monthly based on a percent of completion of the total of the lump sum/hourly fees.

The proposed fees established are based on the information provided for the project. The proposed fees identified do not include scope revisions or additions once the project is under way. Additional work requested by the Owner will require a revision to the scope and fees established in this proposal.

We trust this proposal meets your requirements for this project. We appreciate the opportunity to be of service to you and trust that our association on this project will be mutually beneficial. Please sign below acknowledging your approval of this proposal consisting of this cover letter (1 page), Attachment 'A' (15 pages), and Attachment 'B' (1 page). We will commence services upon receipt of a fully executed agreement.

We are excited to be working with you and look forward to expanding our working relationship in the future.

Respectfully,

A handwritten signature in blue ink, appearing to read "Raul Garcia Jr.", written over a horizontal line.

Raul. Garcia Jr. PE, CFM
Vice President
Director of Public Works

Approved by:

Name

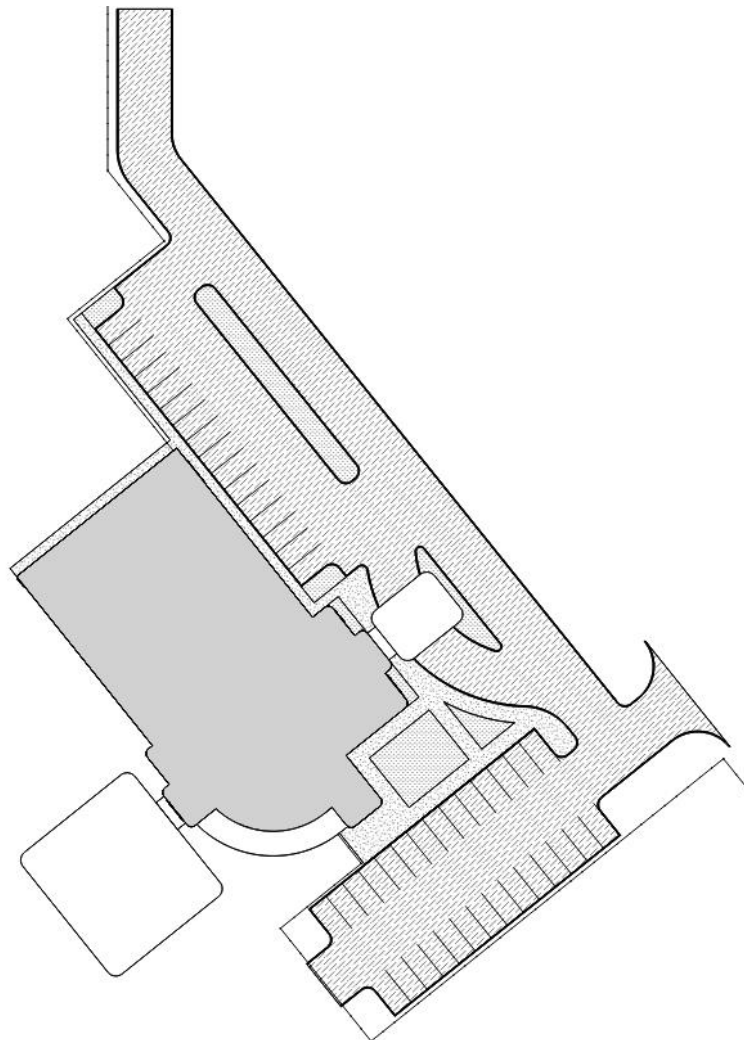
Printed Name

Date

ATTACHMENT "A" PROFESSIONAL SERVICES

Project Background – This project site is proposed to be in a 4-acre undeveloped area in the Mid-Valley Industrial Park Lot 2 & 3 Blk 3. The proposed project will consist of a pre-engineered airplane hangar with an approximate area of 8,900 SF, a steel framed lobby and office building consisting of a ground floor with area of approximately 9,600 SF, a second-floor office area with an area of approximately 3,400 SF, 800-SF third-floor observation deck with the ability to vertically expand to a future 65-ft observation tower. The site also includes two canopies, one located at the entrance vestibule and the other within the secure area, and site structures. Associated taxiway/apron infrastructure, parking, grading, drainage, utility and landscape improvements are included as part of this project. This scope of work also includes the Subdivision Platting services to re-subdivide ±350-acres owned by the City of Weslaco for the Mid-Valley Airport Master Plan.

The scope illustrated in this proposal includes Subdivision Platting, Civil Engineering, Architectural, Mechanical Electrical Plumbing (MEP), Structural, Landscape Architecture & Irrigation, Environmental services, and Kitchen Design services to meet the requirements for the proposed project.



A1 | PLAN

Figure 1. Proposed Site Plan from Architect

Project Assumptions - The scope of services for this proposal has been established using the following assumptions as a basis for its preparation:

1. Title commitment shall be provided by others, if required.
2. Traffic Control plans, if required, are to be provided by the Contractor and not included in this scope.
3. No permit fees are included in this scope.
4. Retaining wall design is not included in this scope.
5. Geotechnical report to be provided by Client/Owner.
6. Halff Associates will not have control or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the contractors, subcontractors or any other persons performing any of the work, or for the failure of any of them to carry out the work in accordance with the Construction Documents.
7. FAA grant administration is to be performed by others.
8. Fuel farm design is not included in this scope of work and is to be designed by others. The fuel farm, if required, will be provided with a dedicated area for this design and installation to occur.
9. Special inspections and testing are not included in this scope of work.

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

The Scope of Services for this Project is as follows:

1. Project Management and Coordination

Halff project management activities shall include task leadership and direction, telephone and written communication, project status reporting, project presentations, project invoicing, and personnel and data management, among other general project management activities. Specific meetings beyond staff management coordination and regular communications include the following:

1.1. Project Meetings and Coordination

- a. Attend one (1) project kickoff meeting with staff from the City and their representatives. The meeting will be coordinated by the Halff Project Manager and is intended to discuss key items such as project schedule, budget, and any specific directives. Halff will provide a preliminary schedule of project tasks.
- b. Attend up to eighteen (18) progress meetings with the City of Weslaco, Mid-Valley Airport representatives and staff between project initiation through the design phase until construction documents have been completed. These meetings are anticipated to be bi-weekly for a 9-month period. *Brief meeting notes shall be submitted to the City within five (5) working days after each meeting. Additional meetings at the request of the city can be provided as an additional services.*

1.2. Project Management

- a. Tasks include resource allocation, schedule tracking, budget tracking, client communication, quality control and team coordination.

2. Subdivision Platting Services

Halff Surveying will perform all boundary work necessary to establish the property boundary of the parent tract in order to facilitate the preparation of the subject 350+ acre preliminary and final plat. Halff will perform record deed search, create a working deed sketch to be utilized by the survey crew, establish horizontal and vertical control points to be utilized as a survey baseline on the ground for the survey and for future construction, perform a property corner search for the subject property and surrounding properties, perform a boundary analysis and resolution to establish the subject property boundary, and set any new, missing or obliterated property corners for the subject property. The boundary survey will be utilized to prepare the Subdivision Plat as required by the City of Weslaco.

Preliminary Plat Preparation – Halff Surveying will prepare a Preliminary Plat in accordance with the City of Weslaco's preliminary platting requirements to show the proposed subdivision layout to accommodate the expansion of the runways, taxiways, and proposed site developments within the airport limits. The preliminary plat will also identify any existing improvements and encroachments identified to verify if lot line adjustments will be necessary based on the City's platting requirements. Addressing governing entity comments on these documents will also be included in this task.

Final Plat Preparation – Halff Surveying will prepare a Final Plat in accordance with the City of Weslaco's final platting requirements. The final plat shall be signed and sealed by a Registered Professional Land Surveyor and a Professional Engineer.

Stakeout of Property Boundary – Halff Surveying will prepare a stakeout and set one-half inch rods and/or concrete monuments for the new subdivision property corners (and at all new lot property corners, if applicable) on a single occasion.

Supporting Plat Documentation & Submittal – Halff will prepare a drainage report, conceptual utility layout, and detention requirements abiding by the model subdivision rules, corresponding plat applications and submittal of plat documents to the governing entities. Halff will coordinate with the Owner and all such governing agencies for approvals of preliminary plat. Attendance at required coordination, planning, and approval meetings during the Preliminary Plat review process are also included. Reimbursables, review, permit and filing fees for recording are not included in our proposed fee and will be determined during the platting process. Submittal of variances, zoning changes and conditional use permits will be considered additional services from this task.

Supporting Plat Coordination & Recording – Halff will prepare the corresponding final plat applications and submit final documents required for recording of the Subdivision Plat and routing of mylars for signatures. Reimbursables, review, permit and filing fees for recording are not included in this proposed fee and will be determined during the platting process.

Attendance to a City Staff meeting to go over city comments, attendance to the governing board meetings is included in this task and a member from the Engineering Department will be in attendance

Survey Services Assumptions

Services performed outside the above scope of services will be provided on an hourly basis in accordance with our standard hourly rates. In order to furnish a lump sum fee, the following assumptions were made:

- Sufficient boundary monumentation needed to control the survey is recoverable, and in good condition.
- There are no encroachments, overlaps, gores or other issues affecting the boundary lines.
- There are no complex issues involving the survey contained in the title commitments, which have not been provided to us as of this date.
- Halff will perform research of adequate thoroughness to support the determination of the location of intended boundaries of the land parcel surveyed and will obtain deeds of record for adjoining properties based upon current tax maps.
- You or your title company will provide:
 1. Current title commitments and copies of all instruments of record as shown on Schedules A and B of the commitments.
 2. Any subsequent right-of-way takes (recorded or contemplated), partitions, boundary agreements or other similar matters that may affect the boundaries of the subject tract that may not be reflected in the vesting deed.
 3. Halff will rely on Schedule B for easement information. This fee does not include an abstract of the property for easement purposes.
 4. The client will provide any permission necessary for access on adjoining properties to gather topographic or boundary information that may be required.

Survey Services Exclusions

- This proposal does not include research efforts normally performed by a title company.
- Research outside the original scope of this proposal; using a different surveyor's certificate; or changes made to the survey after completion (if so required), will be charged as Additional Services at our standard hourly rates.
- Return trips to reset damaged control points or property corners.
- Establishing new easements, rights of way, etc. after the initial completion of the plat.

3. Civil Engineering Services

3.1. Civil Engineering Design

Civil Research and Due Diligence

This task includes research in obtaining design guidelines, applications, and checklists provided by local jurisdiction to be used for proposed civil improvements for this project. Also included in this task is obtaining record drawings for existing infrastructure such as water, wastewater, drainage and available franchise utility companies. Parking compliance for required parking spaces per City of Weslaco requirements will be confirmed.

This task included Franchise Utility Coordination for power, telecom, and gas utilities for the site. Design will be provided by the Franchise Utility owner, Halff will coordinate for utility corridors only.

Onsite Demolition Plan

This task includes the demolition of existing infrastructure to accommodate the proposed site improvements. Demolition plan will include all callouts and notes needed to properly demo, remove and dispose of. Where needed, tie downs will be provided for the contractor's use.

Onsite Paving and Dimensional Control Plan

This task includes the design and construction plan development for the property identified above. Construction plans will include a dimensional control and paving plan for the project included in this site plan for constructability. In addition, in critical areas, detail blow ups will be provided to depict geometric dimensional control that will provide coordinate geometry, road widths and radii. The surface paving section to be utilized will follow the recommendations of the project geotechnical consultant. The details will include sidewalks, paving sections, and subgrade preparation.

Onsite Grading Plan

The grading plan includes proposed spot grades, proposed and existing contours, notes and details required to allow construction of the new onsite sidewalks, green areas, setting finish floor elevations and matching proposed grades to existing where practical. (Retaining wall design is not included in this scope).

Onsite Drainage

This task includes the design and construction plan development of the underground drainage system for the property identified above. The drainage system will fall within the green space areas available and tie into the existing drainage system. Drainage pipes will be sized to the stormwater runoff requirements required by the City of Weslaco.

Detention pond design is required, if necessary, to provide on-site to meet the City of Weslaco drainage requirements.

Drainage Area Plan

The drainage area plan includes the determination of site drainage basins, calculation of runoff volumes, hydraulic grade line analysis and layout.

Onsite Water and Sanitary Sewer Utility Plan

This task includes the water design and layout of pipe systems required for public domestic water service, and related appurtenances from the existing public water main. A public looped fire line with hydrants will be designed as part of this scope. A fire line service will be provided to the building to support the buildings fire suppression system. Sizing for lines will be coordinated with the City. Coordinate geometry and layout dimensions will be provided to allow construction of these facilities.

This task includes the sanitary sewer design and layout of pipe systems required for wastewater lines, and related appurtenances. The proposed wastewater system is anticipated to connect to the existing sanitary sewer line running on the west right-of-way of Joe Stephens Ave. It is anticipated that there is sufficient depth to connect the proposed sanitary sewer system. Sizing for lines will be coordinated with the city. Coordinate geometry and layout dimensions will be provided to allow construction of these facilities. (Offsite wastewater systems are not included in this scope).

Site utilities including domestic water, fire service and wastewater service to the building will stop 5-ft from the building, continuation of these utilities will be coordinated with the MEP engineer.

Erosion Control Plan

This task involves the preparation of a layout showing the suggested erosion control measures with details. The layout will be utilized by the Contractor for the preparation of a stormwater pollution prevention plan required for compliance with government regulations.

Standard & Miscellaneous Details

Details for the civil design will be developed and provided for items needing additional information for the contractor to complete the civil improvements and be in compliance with reviewing agency.

Civil Work Specifications

This task includes preparation of written technical specification sections for the proposed civil work.

Building Permit Submittal & Coordination

This task will include preparation and compiling of the Building Permit package. Coordination with Owner and other disciplines is included in this task. Management task is described as ensuring all Owner comments get addressed and/or coordinating each disciplines feedback for Owner clarification.

3.2. Bidding Assistance and Bid Analysis

This task will include preparation of a Bid Form for bidders to submit unit cost breakdowns of civil improvement items. This Bid Form will be utilized to evaluate any future (potential) Change Order request to the project during construction. This task also includes assistance on the Bid Analysis for civil improvements and an evaluation will be made by comparing unit cost breakdowns with current industry standards at the time of the bid.

This task will include the preparation of a Project Manual utilizing the City of Weslaco front end documentation and technical specifications prepared for the project. This task includes preparation of addenda required during the bidding portion of the project. Preparation of one (1) addenda is included in this scope of work to address pre-proposal meeting questions from contractors. This task also includes attendance to a Pre-Proposal Meeting and Bid Opening Meeting for contract award to the contractor. This task also includes assistance for the evaluation of bids received by the contractor for award.

3.3. Construction Administration - Civil

This task includes review of contractor's submittals, review of pay applications, review and response to contractor's requests for information (RFI's), and site visits. This task will be billed at an hourly bases and hourly fees will be billed at a 1.5 times per hourly rate for any work performed outside the typical 40-hour work week.

OAC meetings are to be held monthly for a max of eighteen months. General Contractor will be responsible to manage the OAC meetings and be the responsible party for the OAC meeting agenda and meeting minutes.

Record Drawings

Halff will prepare record drawings of civil improvements from the general contractor's construction plan redline markups. No additional field surveying will be provided for this task. Record drawings will only include improvements design by Halff Associates and will be billed at an hourly bases under the Construction Administration task.

4. Architecture Design & Construction Administration Services

- Architectural, interior, and site design.
- Structural, civil, MEP, and fire protection engineering coordination.
- Schematic Design, Design Development, and Construction Documents.
- Preparation of technical specifications.
- Verification of applicable building code, accessibility, and life safety.
- Construction cost estimating and budgeting.
- Permitting and regulatory coordination.
- Bid phase assistance, including RFIs and addenda.
- Construction Administration, including submittal review, site observations, pay applications, punch lists, and project closeout.

5. Mechanical Electrical Plumbing (MEP) Engineering Services

A significant component of the project is the multi-story observation tower, which includes an elevated observation deck. The tower structure is anticipated to accommodate a future vertical expansion that would extend the observation deck to a higher elevation. Accordingly, the design team will evaluate and incorporate reasonable provisions within the building infrastructure to facilitate future expansion, including considerations for electrical distribution, telecommunications pathways, vertical utility distribution, HVAC capacity planning, plumbing systems, and elevator service requirements. The tower design will include integration of electrical, mechanical, plumbing, and technology systems necessary to support occupant comfort, life safety systems, vertical circulation, communications infrastructure, lighting, security systems, and operational requirements.

Key design considerations associated with this project include aircraft hangar power requirements; high-bay LED lighting systems; exterior building and apron lighting; fire alarm systems; utility service coordination; grounding and bonding systems; lightning protection systems; elevator electrical service; hangar ventilation requirements; heating, ventilation, and air conditioning (HVAC) systems for occupied spaces; commercial kitchen exhaust, makeup air, refrigeration, and ventilation systems; domestic water, sanitary sewer, and grease waste; stormwater utility coordination; and telecommunications pathways and infrastructure supporting building operations, security systems, and public connectivity throughout the facility.

The project includes the design of a complete standby power system to provide backup power for the entire facility, including the aircraft hangar, offices, conference spaces, restaurant, observation tower, observation deck, building support areas, and all associated mechanical, electrical, plumbing, ICT, security, and life safety systems.

The following are included under the basic MEP engineering scope of services.

5.1. Mechanical Engineering Design Services

- Perform heating and cooling loads and ventilation calculations.
- Design of general and specialty exhaust ventilation systems.
- Design of the supply and return air distribution systems and specification of air handlers, terminal units, and air devices.
- Design of chilled water system.
- Design of automatic controls system and sequences for mechanical equipment.
- Development of mechanical details and schedules pertaining to the scope of work.
- Development of mechanical specifications.
- Perform a mechanical ComCheck to determine energy code compliance.

5.2. Electrical Engineering Design Services

- Development of new electrical distribution system including one line diagram, feeder schedule and panelboard schedules.
- Conduct illumination photometric study based on IESNA standards to define light locations, quantities, and illumination levels.
- Design of interior lighting and controls, including the development of light fixture schedules and branch circuit design.
- Provide electrical power plan with electrical equipment layout and branch circuit design.
- Branch circuit design for mechanical equipment including the development of equipment connection schedules.
- Performance specification for lighting protection system.
- Development of electrical details pertaining to the scope of work.
- Development of electrical specifications.
- Perform electrical ComCheck to determine energy code compliance.
- Design of Digital Addressable Fire Alarm System based on NFPA 72, International Building Code, International Fire Code, Texas Accessibility Standards, and applicable local city codes.

5.3. Plumbing Engineering Design Services

- Design of sanitary sewer, and vent system.
- Design of hot and cold-water distribution systems, and specification of water-heaters and mixing valves.
- Development of plumbing riser pertaining to the scope of work.
- Development of plumbing fixture schedules and details pertaining to the scope of work.
- Development of plumbing specifications pertaining to the scope of work.
- Performance specification for sprinkler system.

5.4. Emergency Back-up Generator Design Services

- Develop a software-based generator sizing analysis to determine the appropriate generator capacity required to support the facility's emergency and standby power loads, including life safety systems, critical building operations, elevator systems, telecommunications infrastructure, security systems, and other owner-defined essential loads.
- Develop a proposed one-line diagram identifying the electrical distribution architecture, generator connections, automatic transfer switches (ATS), switchboards, panelboards, grounding systems,

feeder routing, and infrastructure required to support the facility.

- Develop electrical site plans illustrating generator location, fuel system coordination, underground utility routing, electrical service interfaces, grounding infrastructure, and associated standby power distribution systems.
- Develop project-specific electrical details.
- Specify automatic transfer switches (ATS) required to support emergency and standby power operation for the facility.
- Coordinate generator capacity with anticipated future facility expansion requirements, including potential vertical expansion of the observation tower
- Develop technical specifications for generators, automatic transfer switches, fuel systems, and associated standby power equipment.
- Coordinate with the Owner and airport stakeholders regarding generator location, equipment access, maintenance clearances, acoustical considerations, and operational requirements.
- Coordinate with the Owner regarding ATS location.
- Coordinate with the Owner regarding fuel storage capacity and generator runtime requirements
- Provide design provisions for future observation tower expansion, including consideration of spare conduit capacity, equipment space allocations, and electrical distribution flexibility as required by the project program.

5.5. Information & Communication Technology (ICT) Design Services

- Structured Cabling System Design consisting of telecommunications rooms, equipment racks/cabinets, cable tray pathways, backbone and horizontal cabling infrastructure, communications outlets, and development of performance specifications for copper and fiber optic cabling supporting the hangar, office spaces, restaurant, observation tower, and observation deck.
- Data Network and Telecommunications Infrastructure Design consisting of pathways, spaces, and infrastructure necessary to support building operations, public Wi-Fi, administrative functions, tenant operations, security systems, and other technology systems serving the facility. The design will include consideration for future expansion of the observation tower and associated telecommunications infrastructure requirements.
- Video Surveillance System Design consisting of camera coverage for the hangar, building perimeter, aircraft apron interface, public areas, observation tower, observation deck, entrances, and critical utility spaces. The design will include device locations, network connectivity requirements, and coordination of conduit and backbox infrastructure for owner-provided equipment.
- Electronic Access Control System Design consisting of secure access points for exterior doors, hangar access points, equipment rooms, telecommunications rooms, observation tower levels, and other controlled areas. Scope includes device locations for card readers, door contacts, request-to-exit devices, electrified hardware interfaces, and coordination of associated conduit and pathways infrastructure.
- Intrusion Detection System Design consisting of monitoring devices for perimeter protection, public and secured spaces, telecommunications rooms, and critical operational areas. Scope includes device locations for motion detectors, door position switches, annunciation devices, and system interfaces with the facility's electronic security systems.
- Audio-Visual Infrastructure Design consisting of pathway and infrastructure coordination for conference rooms, meeting spaces, public information displays, restaurant areas, and observation deck display systems. Scope includes coordination of power, telecommunications outlets, conduit pathways, and backbox systems required to support owner-provided or

consultant-designed A/V systems.

- Telecommunications Infrastructure for Future Expansion consisting of backbone pathway planning, equipment space allocation, fiber optic backbone infrastructure, and spare raceway capacity to support future expansion of the observation tower and observation deck. Infrastructure planning will consider future technology, security, and communications requirements associated with building expansion.

5.6. Basic MEP CA Services

Construction Administration (CA) Service

OAC meetings are to be held monthly for a max of eighteen months. General Contractor will be responsible to manage the OAC meetings and be the responsible party for the OAC meeting agenda and meeting minutes. One (1) designated MEP project manager will attend a max of eighteen (18) one-hour long virtual OAC meetings.

Construction administration services include:

- Review submittals and shop drawings for general conformance review and commenting of construction documents.
- Attend max of 5 total field visits for each project and prepare a max of 5 field reports.
 1. Pre-pour Observation
 2. In-wall Observation
 3. Above-ceiling Observation
 4. Punch List (substantial completion)
 5. Back Punch
- Review requests for information and provide recommendations.

Assumptions

The preparation of this proposal is made with the following assumptions:

- The project is anticipated to be delivered utilizing the Competitive Sealed Proposal (CSP) procurement method.
- The facility design will incorporate infrastructure provisions to support a future vertical expansion of the observation tower and observation deck. Electrical, mechanical, plumbing, and ICT systems will be evaluated to accommodate future expansion requirements where practical.
- The standby power system will be designed to provide full building backup power.
- The scope excludes detailed design of the lightning protection and fire protection systems. The design team will develop performance specifications and coordinate space, power, and infrastructure requirements necessary to support these systems.
- A kitchen consultant will be included as part of the design team to provide commercial kitchen programming, equipment layouts, utility requirements, ventilation requirements, hood requirements, and food service design criteria. The MEP disciplines will coordinate all required building systems and utilities necessary to support the kitchen consultant's design.

6. Structural Engineering Services

6.1. Structural Design and Construction Administration Services

The structural scope of work is defined by task as follows:

1. Identify applicable structural design codes, standards and regulations.
2. Preparation of contract documents (drawings and specifications). Drawings will include general notes, special structural inspection requirements, plans, sections and details for the following structures
 - a. One (1) steel framed building with the following assumed dimensions:
 - i. 9,600 SF – Ground Floor Office/Lobby
 - ii. 3,400 SF – Second Floor Office
 - iii. 800 SF – Third Floor Observation Deck
 - b. One (1) pre-engineered airplane hangar foundation: Design of pre-engineered metal building foundation consisting of spread footings with perimeter grade beams and grade supported slabs. No pits or stepped foundations are included.
 - i. 8,900 SF – Hangar
 - c. Site Structures: Structural design of following site structures:
 - i. Two (2) canopies – Foundation and steel framing design
 - ii. One (1) entry monument sign
 - iii. Site light pole foundations

Specifications will be edited standard specifications.

3. Construction Administration (responding to requests for information, review of shop drawings and other submittals, and review of test reports). Two (2) site visits are included. Additional site visits can be provided upon request on a time and materials basis.

Assumptions

The following assumptions were made for the purpose of developing this scope and fee:

- Access to CADD files containing building information in Revit format will be provided in a timely manner by the architect
- The hangar structure will be a pre-engineered (PEMB) structure and Halff is only responsible for the design of the hangar foundation
- PEMB reactions will be provided for the use of designing the foundation
- The control tower will be constructed during the initial construction, and phased construction documents will not be required
- The lobby/office building will be conventionally steel framed
- The canopies will be a custom design and require framing and foundation plans and details
- Stairs will be designed and fabricated by the contractor per specifications
- The foundation will consist of one (1) pit, located at the elevator

Exclusions

Halff specifically excludes the following items from our scope, but will provide estimated fees for them upon request:

- Structural design of storm drain structures, utility blocking and restraints, bulkheads or other site amenities not specified above
- Preparation or submittal of any design calculations
- Quality control and material testing services during construction
- Value engineering after submittal of 100% Final Documents
- Preparation of any special interim sets of construction documents for phased construction
- Contractor means and methods to complete the required work (Ex.: shoring design)
- Construction inspection services beyond what is listed in the Construction Phase services
- Site visits not listed above are excluded from this fee. Additional site visits may be provided if requested on a time and materials basis.

7. Landscape Architecture & Irrigation

Landscape Planting Plan

This task includes a pre-design meeting with the Client prior to design to review landscape project budget and obtain Client's input on landscape design. Halff will prepare a proposed plant palette for review with the client. The landscape planting plan will be prepared utilizing the approved plant palette per the specific city's landscape ordinance. The plan will depict all plantings, arrangement of plant materials, turf areas, and planting beds. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan.

Irrigation Plan

Halff will design and provide details for the irrigation plan. Upon approval of the landscape plan, we will prepare an irrigation plan that responds to the proposed landscape, being sensitive to the native plant material. The plan will be developed with an emphasis on proper zoning of the system in order to maximize efficient water management. The system will be designed to permit separate watering of turf grass. Details for the proper installation of sprinkler heads, valves, pipe, service connection, controller and other items will be shown on the plan.

Specifications

Halff will prepare technical specifications for landscape planting, turf grass, irrigations systems and soil mixes, for incorporation with other project specifications if needed.

Construction Administration

Halff will provide construction observation services in support of work prepared for implementation related to this project. Halff will endeavor to secure compliance by the contractor to the plans and specifications. Halff will not be responsible for construction means, methods, techniques, sequences or procedures in connection with the work. This process may include:

- a. Construction Administration – preparation and processing of Requests for Information, Change Proposals, Change Orders, Change Directives, review/approval of shop drawing, submittals and mock-ups (as required).
- b. Coordinate and conduct a walk-thru of the project for substantial completion; issue punch list for incomplete items including time for completion.

- c. Conduct final review walk-thru of the project for acceptance of project.

8. Planning & Environmental Services

The Consultant will provide professional environmental services as detailed in the following sections to include a Categorical Exclusion (CATEX) for the construction of a 15,000 sq. ft. (100' x 150') and associated taxiway/apron infrastructure at **Mid-Valley Airport (TXW)**.

1. Project Coordination
 - a. The consultant will coordinate with the client and the Airport Sponsor prior to and during the preparation of a documented CATEX.
2. Background Review
 - a. The consultant will perform a desktop background review of the subject property and submit preliminary results to the Consultant for use during CATEX preparation.
3. CATEX Preparation and Submission
 - a. The consultant will prepare a documented CATEX for the proposed project. A draft CATEX will be provided to the client and Airport Sponsor Staff for review prior to initial submission to the applicable FAA/State Environmental Protection Specialist (EPS).
 - b. The consultant will coordinate and respond to comments provided by the Sponsor and FAA/State EPS, prior to submission of the final CATEX for approval/signature.

9. Kitchen Design Services

The Kitchen Consultant will provide planning, design, and coordination services for the commercial kitchen facilities associated with the project. Services include:

- Assess operational requirements and space needs.
- Develop kitchen layouts and workflow plans.
- Recommend and specify kitchen equipment.
- Prepare equipment schedules and utility requirements.
- Coordinate kitchen design with architectural, structural, mechanical, electrical, and plumbing disciplines.
- Review compliance with applicable health, safety, accessibility, and building codes.
- Assist with cost estimating and budget validation for kitchen equipment.
- Support procurement through review of equipment substitutions and vendor submittals.
- Provide construction phase support, including review of shop drawings, responses to RFIs, site observations, and punch list verification

10. Reimbursable Expenses

Direct costs including printing and reproduction, postage, messenger service, long distance telephone calls and travel will be considered reimbursable expenses. Reimbursable expenses will be billed separately at 1.1 times the direct cost incurred. **Estimated reimbursable expenses shown will not be exceeded without your approval. TDLR review, registration and inspection fees will be billed as a reimbursable expense to the Client. A Fire Flow test, if required, will also be billed as a reimbursable expense to the Client. This does not include permitting or review fees required by the agencies. These fees will be provided by the developer/owner.**

10.1. TDLR Coordination

The proposed project improvements are required to comply with Texas Accessibility Standards (TAS). This task includes preparation of documents (applications, etc.) and coordination with a local Registered Accessibility Specialist (RAS) to provide project registration, plan review and site inspection if/as required by Texas Department of Licensing and Regulation (TDLR). This task does not include TDLR filing, review, and inspection fees. These fees are to be provided by the owner.

10.2. Flow Test Coordination

This scope includes coordination with the City of Weslaco as required to obtain flow test data as requested by the owner. This includes flow test data requested from two (2) hydrants for the proposed development. *This scope does not include conducting flow tests or coordination of flow test data for pad sites or new areas not identified.*

Additional Services

Preparation of Survey Exhibits with Metes and Bounds Descriptions

Halff will prepare metes & bounds descriptions and accompanying parcel exhibits for parcels on an as-needed basis at additional cost. The descriptions will be prepared in a manner acceptable for annexation, zoning, easement conveyance or other similar uses. Individual parcel exhibits shall be in delivered in pdf format, and shall be sealed, signed and dated by a Registered Professional Land Surveyor. This task can be used for any easements such as AEP easements that require to be recorded by separate document before or after the plat has been recorded.

**This fee will vary depending on the easement alignment and will be submitted for additional services once alignment is set by engineer.*

Fee Summary

DESCRIPTION	FEE AMOUNT
1. Project Management and Coordination	\$65,000
2. Subdivision Platting	\$180,000
3. Civil Engineering Services	
3.1. Civil Engineering Design	\$112,500
3.2. Bidding & Analysis	\$12,500
3.3. Construction Management & Administration - Civil	\$121,000
4. Architectural Services	
Architectural Design and Construction Administration Services	\$300,000
5. MEP Engineering Services	
5.1. MEP Professional Services	\$132,000
5.2. Emergency Back-Up Generator Design Services	\$18,500
5.3. ICT and Fire Alarm Design	\$40,000
5.4. Construction Administration – Electrical	\$47,500
6. Structural Engineering Services	
6.1. Structural Engineering Design Services	\$194,000
6.2. Construction Administration - Structural	\$34,000
7. Landscape Architecture & Irrigation	
7.1. Landscape Architecture Design	\$20,000
7.2. Construction Administration	\$6,500
8. Planning and Environmental Services	
Categorical Exclusion	\$15,000
9. Kitchen Design Services	
Kitchen Design Services	\$12,500
Total Professional Services Fee	\$1,311,000
10. Reimbursable Expenses	\$20,000

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax, on certain kinds of surveying services, but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

Attachment 'B' includes services that are not included within the Scope of Work, unless otherwise noted in Attachment 'A', but can be provided by Halff Associates.

ATTACHMENT 'B'

1. Construction Staking;
2. Geotechnical consulting;
3. Quality control and material testing services during construction;
4. Filing and permit fees;
5. Traffic engineering report or studies;
6. Traffic engineering design;
7. Design of signage, entry features, or monuments;
8. Construction administration, except as specifically identified in "Attachment A" of this proposal;
9. Full time construction administration and/or any other full time construction related services;
10. Floodplain studies
11. Civil scope terminated five feet from the building(s) for water, wastewater and franchise utility connection. Coordination between drainage system and roof drain is included in this scope.
12. Design of retaining walls, review of walls designed by others, or inclusion of structural details;
13. Design/coordination of existing utility relocations or modifications;
14. Design/coordination of existing off-site utility relocations or modifications;
15. Design for relocation, adjustment and/or demolition of existing improvements or infrastructure;
16. Design of fire protection, irrigation, power, cable, phone and gas systems to serve the site;
17. Title Research required for Boundary, Plats, easements, and exhibits;
18. Negotiations with adjacent property owners;
19. Preparing and Managing Stormwater Pollution Prevention Plans, except as specifically identified in "Attachment A" of this proposal;
20. Specific Tree Survey on selected site or Improvement Survey once project is complete;
21. Environmental impact statements and assessments;
22. Preparation of off-site easements of any kind shall be considered an additional service;
23. Traffic Control plans, if required, are to be provided by the Contractor and not included per this scope.
24. No permits or permit fees are included in this scope.



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1074	
From:			
Subject: Discussion and consideration approve the Proposal submitted by Halff & Associates for Professional Civil Engineering, Surveying, Environmental, Electrical Engineering, and Geotechnical Services for the Runway and Taxiway Extension Project at Weslaco Mid-Valley Airport. (Staffed by Asst. City Manager Omar Rodriguez.)			
Background: The Civil Engineer and the Electrical / NAVAIDs / Geotechnical / Environmental Engineering subconsultants will provide the following environmental, surveying, engineering, bidding and construction phase services for the proposed airfield improvements as two (2) separate projects and bid packages described herein as Project #1 and Project #2. The primary proposed improvements are described as follows: Project #1 - Extension of the approach end of RWY 14 to ultimate length of 7,002' (C-II Standards). - - - Extension of parallel TWY A in association of said RWY extension. Rehabilitation and widening of RWY 14-32 pavement section to 100' (C-II Standards). Relocation of RWY 14-32 PAPIs and REILs and relocation of RWY 14 approach end ODALs. Installation of a new Instrument Landing System (ILS) for the RWY 14 approach end. Project #2 - Reconstruction and Realignment of the existing east parallel TWY A system (6,002 x 35'). - Construction of a new full length west parallel TWY system (7002' x 35'). Specifically, the improvements will be prepared as two (2) separate plan/specification packages designed concurrently but bid and constructed in sequential order as funding becomes available with Project #1 being bid and constructed first. The surveying and design tasks for both projects combined are anticipated to be for a duration of 18-21 months. The bidding/construction of Project #1 is anticipated to commence upon completion of said design and last a duration of 15-18 months with bidding/construction of Project #2 following for an additional duration of 18-24 months.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA OMAR RODRIGUEZ Xavier Salinas		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			

Staff Recommendation:
Attachments, if any: 63207.001 ERO Weslaco Fire Sub Station Proposal Letterhead and Proposal - ICT
Responsibilities upon Approval:



July 16, 2026

Juan Cantu, AIA, NCARB, LEED AP® BD+C
Principal, Project Architect
jcantu@goero.com
956-605-8557

63207.001 – ERO/Weslaco/Fire Station/ Weslaco, Texas

Dear Mr. Cantu,

Halff Associates is pleased to submit the enclosed proposal to provide ICT professional engineering services for an approximate 12,700 square feet new fire station.

Please refer to the attached scope of services (Attachment A) to review the included work. Halff Associates is interested in performing this work, and we are appreciative of the opportunity to work with ERO on this important project. Enclosed, please find the proposed scope of services for the construction document development of Information and Communication Technology (ICT) systems.

If you find the scope of services agreeable, you may authorize Halff Associates to proceed by signing the contract. Your signature will serve as our notice to proceed with this work. Please return one copy of the entire agreement signed to me via email. This will act as our notice to proceed. Work under this proposal will commence immediately upon our receipt of a fully executed agreement. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly based on a percent of completion of the total of lump sum fees. Reimbursable expenses will be billed separately at 1.10 times the direct cost incurred.

If you have any questions or concerns, please don't hesitate to contact me. We are open to reaching mutually agreeable terms and we look forward in partnering with you on this project as we help turn your ideas into reality.

Sincerely,

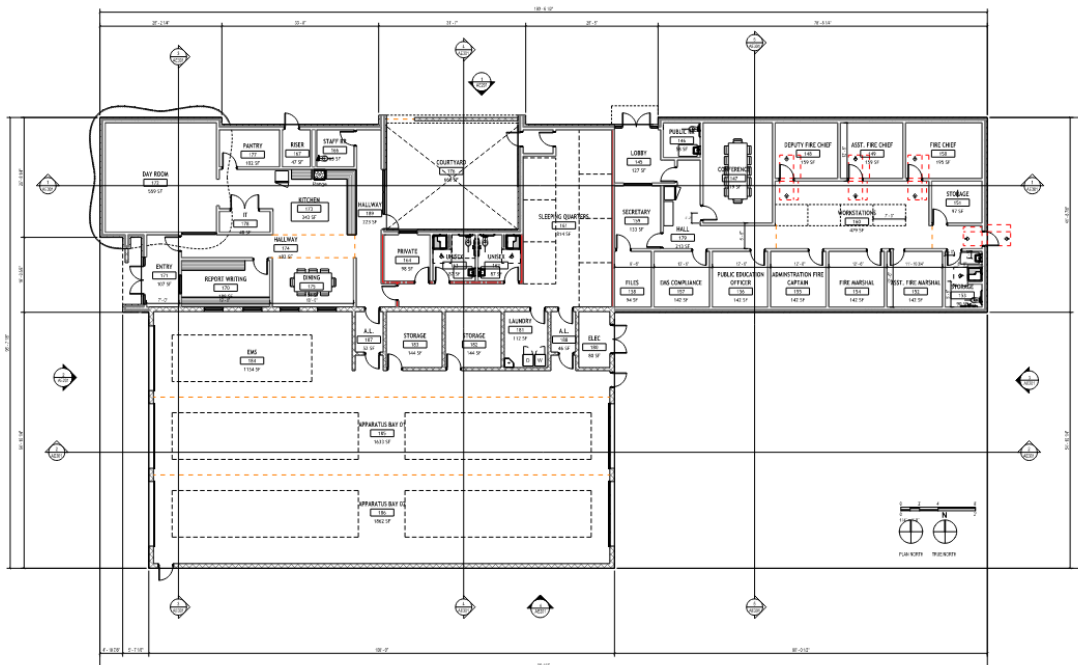
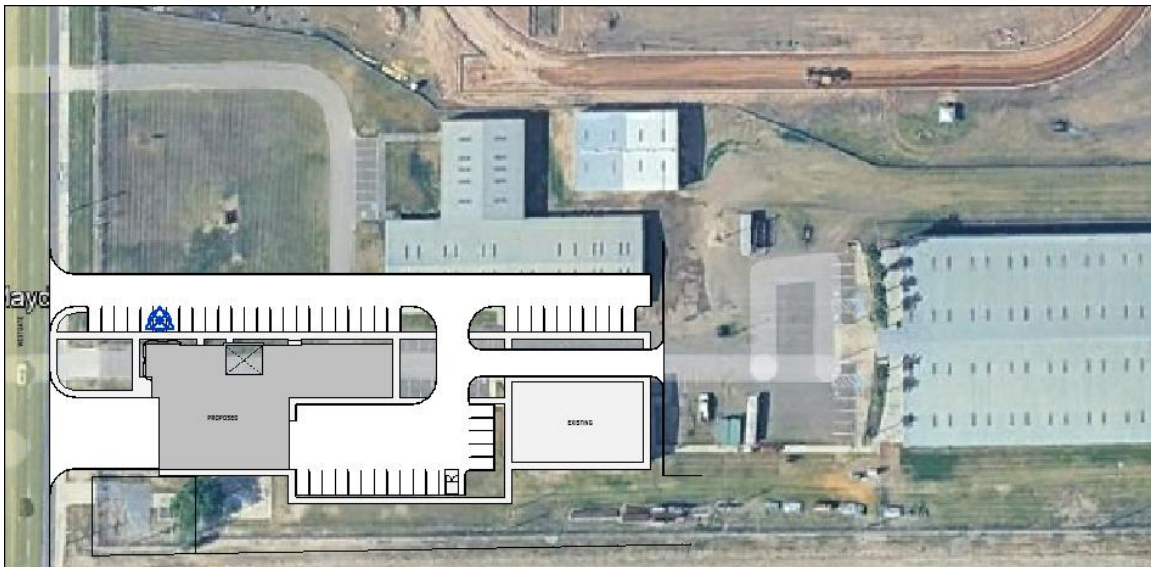
A handwritten signature in blue ink, appearing to read "Gabriel Benavides Jr.", written in a cursive style.

Gabriel Benavides Jr., PE
MEP Director
Vice President

ATTACHMENT A

SUPPLEMENTAL SCOPE OF SERVICES FOR Weslaco Fire Station ICT Engineering Project Description

This project involves ICT supplemental professional engineering design services for a new 12,700 square foot fire substation. The fire station will be a new building on the southwest corner of the site as shown below. The structure will hold office spaces, living quarters, EMS bay, and 2 apparatus bays. The office space will include 9 offices, workstations, storage rooms, a conference room, and a restroom. The scope of work listed below will cover Information & Communication Technology (ICT) design services for the fire station.



1. ICT Project Management and Coordination

- ICT Project Management during the design phase.
- ICT Project Coordination Meetings during the design phase. Coordination meetings will be virtual and handled by the ICT PM only. For purposes of scope preparation, the following assumptions were made:
 - Participation by discipline-specific Engineers of Record will be based on reasonable advance notice and identification of agenda items requiring their attendance.
 - Meeting agendas will be provided in advance and will clearly define the meeting purpose, objectives, required attendees, discussion topics, and anticipated decisions.
 - The Owner and/or Prime Architect will provide project questions, review comments, discussion topics, and coordination items prior to scheduled meetings to allow adequate preparation and internal coordination by the ICT design team.
 - The ICT Project Manager will coordinate agenda items with the design team in advance of meetings to facilitate productive discussions and timely resolution of project issues.
 - Meetings will be focused on defined project objectives, design coordination, and decision-making efforts necessary to support project progress and maintain schedule.
 - Additional meetings resulting from matters outside the established agenda, excessive review cycles, or issues previously addressed may be considered outside the ICT scope of services.

2. Scope of ICT Supplemental Engineering Design Services

The following are considered supplemental specialty services and are included under the ICT Supplemental engineering scope of services.

Information and Communication Technology (ICT) design services shall consist of structured cabling for data, voice, Wi-Fi, CATV, and electronic safety & security systems (ESS) for network video surveillance system (VSS) cameras (PoE), access control devices (ACS), intrusion/intruder detection system (IDS) and will be provided by the following services:

2.1 Design of Structured Cabling

- Design of pathways and transmission media for horizontal distribution cabling system.
- Design of pathways and media for backbone distribution cabling system for inter- and intra-building.
- Specification of communication outlets, fiber and/or copper horizontal/backbone cabling, data terminations, equipment racks/cabinets for networking hardware and cable termination patch panels shall (severs, routers, network switches, computers, or other active equipment and end devices shall be specified by owner.)
- Design for grounding and bonding systems for telecommunication systems.
- Design for horizontal and vertical cable supports such as cable tray, j-hooks, and pathway sleeves.

- Specifications of contractor's minimal qualifications to install structured cabling systems and required cabling field testing reports.
- Specification of cable termination and cabling labeling standards.
- Design requirements for entrance facilities (EF)
- Design requirements for telecommunication equipment room (TER) aka MDF.
- Design requirements for telecommunication room(s) (TR) aka IDF.
- ICT basis of design based on City of Weslaco technology standards and requirements.
- ESS basis of design based on City of Weslaco technology and security standards and requirements.

2.2 Design for Video Surveillance Systems

- Develop an IP based surveillance camera design based on the City of Weslaco enterprise standard.
- Coordinate with City of Weslaco security representative for best location of IP cameras suitable for indoor and outdoor areas.
- Surveillance camera plans, schedules, and installation details.

2.3 Design of Access Control System

- Develop an IP based access control design based on the City of Weslaco enterprise standards.
- Design of access control system for perimeter and interior spaces. Doors and gates.
- Coordination with owner and architect for type of card reader and access card type.
- Coordination with architect on access control components required based on door hardware.
- Access control plans, schedules, and installation details.

2.4 Design of Intrusion/Intruder Detection System

- Specify motion sensors, glass breaks detectors, annunciators and sounding devices, and keypads based on perimeter, area of space, and point of objects requirements.
- Design an intrusion/intruder detection system to be integrated with video surveillance and access control system security suite.
- Intrusion/intruder detection plans, schedules, and installation details.

2.5 Design of Audio Visual Infrastructure.

- Design pathways, outlets, cabling, and terminations for all Audio Visual (AV) owner provided equipment.
- Audio/Visual plans, schedules, and installation details.

2.6 Development of ICT schedules and details

2.7 ICT Engineering Quality Control Reviews

- 60% CD Quality Control Review
- 90% CD Quality Control Review
- 100% CD Quality Control Review

3 Bid Services

- Assist ERO with ICT-related recommendations for contract award and participation in the preconstruction conference.

4 Basic CA Services/Tier 1 CA Services

- Respond to contractor Requests for Information (RFIs) related to the ICT design intent and construction documents. Halff will coordinate with the Architect and Owner regarding significant ICT construction issues requiring design clarification or resolution.
- Review and respond to ICT-related submittals, product data, and shop drawings for general conformance with the design intent.
- Attend project meetings on an as-needed basis when ICT-specific discussions, design decisions, or construction issues warrant participation by the ICT team.
- Perform field observations at key stages of construction to evaluate general conformance of the installed ICT systems with the design intent.
- Field observations will be strategically scheduled to coincide with critical construction milestones, OAC meetings, and periods when substantial ICT installation work has been completed in order to maximize the value and effectiveness of each site visit.
 - Typical field observations may include:
 1. Above-ceiling observations prior to ceiling installation.
 2. Substantial completion / punch list review.
 3. Back-punch review of previously identified deficiencies.
- Prepare field observation reports documenting observed conditions, design-related concerns, and items requiring follow-up or corrective action.
- Site visits are intended to provide general observations of construction progress and conformance with the design intent and do not constitute continuous inspection, construction supervision, quality control, means-and-methods review, or contractor oversight.
- Additional field observations may be performed, when warranted by project progress, significant construction milestones, unforeseen field conditions, contractor coordination issues, or upon request by the Prime Architect or Owner.
- Construction meetings and site visits shall be focused on defined project objectives and active ICT coordination issues to promote efficient use of project resources and maintain the project design and construction budget. Additional services may be required for excessive meeting participation, extraordinary review cycles, or field observation efforts beyond those reasonably anticipated under this scope of services.

5 Assumptions

The preparation of this proposal is made with the following assumptions:

3.1 Project design deliverables included in this proposal consist of:

- 60% Construction Documents
- 90% Construction Documents
- 100% Construction Documents

3.2 The following items shall be provided by ERO to Halff:

- Project base files in Revit/BIM.
- Weekly updates to Revit model.

- Narrative of changes that impact ICT design.

3.3 Internet Service Provider services are assumed to be provided by others. ICT plans will include a pathway from the Entrance Facility to the property line.

3.4 All Drawings, Documents, Specification produced in any form, provided by Engineer under the terms of this agreement are the property of Halff, and are not to be used for any reason or purpose other than to construct the above-named project without the written consent of the Engineer.

3.5 Parking lot and driveway emergency vehicle system integration with ESS design are excluded, however, upon request these design services can be provided as additional supplemental services.

3.6 Radio communications infrastructure design is excluded, except for interior-to-exterior pathway penetrations identified as part of the ICT scope.

3.7 Emergency alert system design is excluded; however, these services may be provided upon request as additional supplemental services.

6 Professional Fees

Halff will perform the defined Scope of Services as stated above.

Unless otherwise stated, fees quoted in this proposal exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. If new or additional state or federal taxes are implemented on the professional services provided under this contract during the term of the work, such taxes will be added to the applicable billings and will be in addition to the quoted fees.

4.1 ICT Supplemental Design Engineering Services

The ICT Supplemental Engineering Services fee shall be **lump sum** cost of work for the ICT scope of the project.

Professional Services	Professional Fee	Fee Type
Supplemental ICT Engineering Design Services	\$27,500	Lump Sum
Bid Services	\$1,000	Lump Sum
Construction Administration	\$15,500	Lump Sum
Total Fee	\$44,000	Lump Sum

ATTACHMENT B

AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by the CONSULTANT, subject to negotiation:

1. Any additional work not specifically included in the Proposed Scope of Services.
2. OWNER generated changes to the design once Construction Document preparation is in progress.
3. Revisions to the plans requested by the CLIENT after the plans are approved unless necessitated by the discrepancy in the plans.
4. Design of improvements outside the limits of the defined project site.
5. Public meetings or hearings.
6. Additional meetings not identified in the project scope of services.
7. Payment of permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.
8. Printing of additional drawings, specifications, and contract documents not identified in the project scope of services.
9. Additional regulatory agency requirements not identified in the proposed scope of services.
10. Design of ICT systems outside of scope limits.

11. The following are considered supplemental specialty services and can be provided as requested.

- Intercom / Public Announcement System (ICS/PA)
- A/V Command Center / Video Wall
- Public Safety Distributed Antenna System (DAS) – Radio Booster
- Dispatch Radio System – RF Network
- Wi-Fi Pre-construction heat map analysis
- Emergency Vehicle Preemption / Siren-Activated Gate Access System
- Fire Station Alerting System
- Apparatus Bay Alerting Integration
- Dorm Room / Bunk Room Alerting Integration
- Overhead Door and Gate Access Integration



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1047	
From: Rosalinda Cavazos			
Subject: Discussion and consideration of renewal agreements with Muniservices, LLC for the local hotel occupancy tax program and sales tax audit and administration services. (Staffed by Finance Department.)			
Background: The City entered into an agreement with Muniservices, LLC on August 21, 2018, to provide Local Occupancy Tax Program Audit and Administration Services. The term of the agreement extends through August 20, 2026; however, annual written approval by both parties is required for the agreement to remain active. This item represents Amendment No. 6, authorizing the continuation of these services for an additional year with no increase in fee. Without written renewal, the agreement will terminate as provided in the contract. In addition, the City contracted with Muniservices, LLC to provide Sales Tax Compliance Review Services and the Sales/Use Tax Analysis & Reporting Service Package (STARS) under a separate agreement, effective September 09, 2018. The current action represents Amendment No. 5 to that agreement, which includes a one-year extension of services along with a 7.0% CPI-based adjustment to the quarterly fee, increasing the fee from \$2,027.95 to \$2,169.90.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Rosalinda Cavazos Rosalinda Cavazos Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval of both amendments.			
Attachments, if any:			

TX-City of Weslaco-AMD 6 SUTA & Clearview-20260910 (version 2)

Responsibilities upon Approval:

Execute and retain.

RENEWAL AND AMENDMENT

Amendment No. 6 to Consultant Services Agreement

This Renewal and Amendment ("Amendment") to the agreement listed below is entered into as of September 10, 2026 (the "Effective Date"), by and between **MuniServices, LLC**, Delaware limited liability company ("CONSULTANT") and the **City of Weslaco**, a municipal corporation of the State of Texas ("CITY"). CONSULTANT and CITY may each be referred to as "Party" and collectively as the "Parties."

1. AGREEMENT BEING RENEWED AND AMENDED

This Amendment renews and extends the following agreement:

- Consultant Services Agreement, effective September 10, 2018, as subsequently amended, currently set to expire on September 9, 2026 (the "Original Agreement").

2. RENEWAL TERM

The Parties agree to renew and extend the term of the Original Agreement for an additional period (the "Renewal Term") as follows:

- Renewal Term Start Date: September 10, 2026
- Renewal Term End Date: September 9, 2027

3. RENEWAL FEES AND PAYMENT TERMS

During the Renewal Term, the fees and payment terms for the Agreement shall be as follows:

Fee Description	Amount	Billing Frequency	Payment Terms
Sales/Use Tax Compliance Review Services Fee	35% Contingency Fee USD	Quarterly	Billed in arrears/Due upon receipt of invoice
Sales/Use Tax Analysis & Reporting Service Package (STARS) Fee	\$8,679.60 USD Total Annual Fee	\$2,169.90 Quarterly	Billed in advance/ Due within 30 days of invoice

Annual Uplift: 7% / Applies to subsequent Renewal Periods for Sales/Use Tax Analysis & Reporting Service Package (STARS) Fee

4. REPRESENTATIONS

Each Party represents and warrants that: (i) it has full power and authority to execute and deliver this Amendment and to perform its obligations hereunder; (ii) this Amendment has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party; and (iii) the execution and performance of this Amendment does not violate any law or other contractual restriction applicable to such Party.

5. EFFECT OF AMENDMENT; CONTINUATION OF TERMS

Except as expressly modified by this Amendment, all terms and conditions of the Original Agreement remain unchanged and in full force and effect during the Renewal Term. In the event of any conflict between this Amendment and the Original Agreement, the terms of this Amendment shall control solely with respect to the matters addressed herein. This Amendment, together with the Original Agreement, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, whether written or oral, relating to such subject matter.

6. COUNTERPARTS; ELECTRONIC SIGNATURES

This Amendment may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures and PDF counterparts are binding to the fullest extent permitted by law.

[Signature page follows]

SIGNATURE PAGE

The Parties accept and agree to the terms and conditions set forth herein and have caused this Amendment to be executed by their respective authorized representatives:

MUNISERVICES, LLC

CITY OF WESLACO, TEXAS

Signature

Signature

Name

Name

Title

Title

Date

Date



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1122	
From:			
Subject: Discussion and consideration to accept the calculation of the No-New-Revenue and Voter-Approval tax rates for the 2026 tax year by the Hidalgo County Tax Assessor-Collector Pablo Villarreal. (Staffed by Finance Department.)			
Background: In compliance with Chapter 26 of the Texas Tax Code and the truth-in-taxation requirements, the Hidalgo County Tax Assessor-Collector, Pablo Villarreal, has provided the official calculations for the City of Weslaco's 2026 tax year. These calculations, prepared in accordance with the Benchmark 2026, determine the maximum tax rates the City may consider without triggering voter approval or exceeding statutory limits. The calculated rates are as follows: • No-New-Revenue Tax Rate: \$0.6678 per \$100 valuation – This is the rate at which the City would generate the same amount of property tax revenue as the previous year, excluding new construction. • Voter-Approval Tax Rate (Not Adjusted for Unused Increment): \$0.7067 per \$100 valuation – This is the rate that allows the City to collect up to 3.5% more property tax revenue than the previous year without voter approval. • Voter-Approval Tax Rate (Adjusted for Unused Increment): \$0.7127 per \$100 valuation – This includes the City's unused increment from the past three years, allowing for additional capacity above the standard voter-approval rate. • These rates apply to the upcoming 2026–2027 fiscal year and provide the framework for the City's tax rate adoption process. Staff has reviewed the calculations and recommends formal acceptance.			
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 Rosalinda Cavazos Xavier Salinas		Created	
City Manager Comments:			

Approve to accept as recommended by staff.

Staff Recommendation:

Staff recommends acceptance of the calculation worksheet

Attachments, if any:

081226 TRUTH IN CALCULATION MEMO, CWL - Benchmark 2026-08-10, CWL - WORKSHEET_2026_08_10

Responsibilities upon Approval:

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Pete Garcia, Jr., Mayor Pro-Tem 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
Adrian Farias, Commissioner District 4

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

Date: August 12, 2026

To: Mayor & City Commission

CC: Xavier Salinas, City Manager
Omar Rodriguez, Assistant Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

From: Rosie Cavazos, Finance Director

Re: 2026 Truth in Taxation Calculation Worksheet

.....

In accordance with the Benchmark 2026, the Hidalgo County Tax Office has calculated the following tax rates for the City of Weslaco:

- **No-New-Revenue Tax Rate:** \$0.6678 per \$100 valuation
- **Voter-Approval Tax Rate (Not Adjusted for Unused Increment):** \$0.7067 per \$100 valuation
- **Voter-Approval Tax Rate (Adjusted for Unused Increment):** \$0.7127 per \$100 valuation

These rates apply to the upcoming 2026 - 2027 fiscal year and are established in compliance with Chapter 26 of the Texas Tax Code as part of the truth-in-taxation process.

Staff recommends to accept the calculated rates as presented by the Hidalgo County Tax Assessor-Collector's office.

2026 Governing Body Summary #1A*

Benchmark 2026 Tax Rates

City of Weslaco

Date: 08/10/2026 03:33 PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No-New-Revenue Tax Rate	\$0.6678	\$20,886,190	
One Percent \$100 Tax Increase***	\$0.6745	\$21,095,740	\$209,550
One Cent per \$100 Tax Increase***	\$0.6778	\$21,198,951	\$312,761
De Minimis Rate	\$0.0000	\$0	\$0
VAR NOT adjusted for Unused Increment Rate	\$0.7067	\$22,102,831	\$1,216,641
VAR adjusted for Unused Increment Rate	\$0.7127	\$22,290,487	\$1,404,297
Last Year's Tax Rate	\$0.6867	\$21,477,308	\$591,118
Proposed Tax Rate	\$0.6678	\$20,886,190	\$0

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 22 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to no-new-revenue tax rate.

2026 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

City of Weslaco

Taxing Unit Name

2804 S US HWY 281, Edinburg, TX 78540

Taxing Unit's Address, City, State, ZIP Code

(956) 318-2157

Phone (area code and number)

www.hidalgocountytax.org

Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per \$100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 and JETI Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 and JETI Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

Taxing units must include a hyperlink to a document that evidences the accuracy of each entry in the worksheet other than an entry making a mathematical calculation.¹ Source materials must contain data for all worksheets used, including supplemental worksheets.

Insert hyperlink:

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	Prior year total taxable value. Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17). ²	\$ 3,306,264,581
2.	Prior year tax ceilings. Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step. ³	\$ 319,940,738
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 2,986,323,843
4.	Prior year total adopted tax rate.	\$ 0.6867 /\$100
5.	Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value. A. Original prior year ARB values: \$ 19,833,504 B. Prior year values resulting from final court decisions: - \$ 14,000,000 C. Prior year value loss. Subtract B from A. ⁴	\$ 5,833,504

¹ Tex. Tax Code §§5.07(g)(4) and 26.04(d-1)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(14)

⁴ Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified value: \$ 24,869,192 B. Prior year disputed value: - \$ 16,717,702 C. Prior year undisputed value. Subtract B from A. ⁵	\$ 8,151,490
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 13,984,994
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 3,000,308,837
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1 of the prior year. Enter the prior year value of property in deannexed territory. ⁶	\$ 0
10.	Prior year taxable value lost because property first qualified for an exemption in the current year. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. A. Absolute exemptions. Use prior year market value: \$ 11,748,700 B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + \$ 103,956,584 C. Value loss. Add A and B. ⁷	\$ 115,705,284
11.	Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified for the first time in the current year; do not use properties that qualified in the prior year. A. Prior year market value: \$ 0 B. Current year productivity or special appraised value: - \$ 0 C. Value loss. Subtract B from A. ⁸	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 115,705,284
13.	Prior year captured value of property in a TIF. Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund. ⁹ If the taxing unit has no captured appraised value in line 18D, enter 0.	\$ 0
14.	Prior year total value. Subtract Line 12 and Line 13 from Line 8.	\$ 2,884,603,553
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 19,808,572
16.	Taxes refunded for years preceding the prior tax year. Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. ¹⁰	\$ 38,274
17.	Adjusted prior year levy with refunds. Add Lines 15 and 16. ¹¹	\$ 19,846,846

⁵ Tex. Tax Code §26.012(13)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.012(15)⁹ Tex. Tax Code §26.03(c)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012(13) and (15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
18.	Total current year taxable value on the current year certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.¹² A. Certified values: \$ 3,472,033,292 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$ 0 C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - \$ 0 D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment reinvestment zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 24 below.¹³ Adjustments to the taxable value must be calculated separately for each reinvestment zone using Form 50-110.¹⁴ Enter the total from Form 50-110: - \$ 0 E. Total current year value. Add A and B, then subtract C and D.	\$ 3,472,033,292
19.	Total value of properties under protest or not included on certified appraisal roll.¹⁵ A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.¹⁶ \$ 837,126 B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.¹⁷ + \$ 0 C. Total value under protest or not certified. Add A and B.	\$ 837,126
20.	Current year tax ceilings. Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.¹⁸	\$ 345,258,882
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation.¹⁹ An affected taxing unit is wholly or partly located in a county that has a population of less than 500,000 and is located on the Gulf of Mexico.²⁰ If completing this line, the taxing unit must include supporting documentation in Section 9.²¹ Taxing units that are not affected, enter 0.	\$ 0
22.	Current year total taxable value. Add Lines 18E and 19C, then subtract Lines 20 and 21.²²	\$ 3,127,611,536
23.	Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year. Include both real and personal property. Enter the current year value of property in territory annexed.²³	\$ 0
24.	Total current year taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for the current year.²⁴	\$ 155,878,067

¹² Tex. Tax Code §526.012(6) and 26.04(c-2)¹³ Tex. Tax Code §26.03(c)¹⁴ Tex. Tax Code §26.03(e)¹⁵ Tex. Tax Code §26.01(c) and (d)¹⁶ Tex. Tax Code §26.01(c)¹⁷ Tex. Tax Code §26.01(d)¹⁸ Tex. Tax Code §26.012(6)(B)¹⁹ Tex. Tax Code §526.012(6)(C) and 26.012(1-b)²⁰ Tex. Tax Code §26.012(1-a)²¹ Tex. Tax Code §26.04(d-3)²² Tex. Tax Code §26.012(6)²³ Tex. Tax Code §26.012(17)²⁴ Tex. Tax Code §26.012(17)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 155,878,067
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 2,971,733,469
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²⁵	\$ 0.6678 /\$100
28.	COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. ²⁶	\$ _____ /\$100

Voter Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the tax rate. The type of taxing unit will determine the rate components that apply to a taxing unit's overall voter-approval tax rate.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

SECTION 2: Maintenance and Operations (M&O) and Debt Tax Rate Worksheet

This section calculates two components of the voter-approval tax rate:

- Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
- Debt Rate:** The debt rate includes the minimum dollar amount required to be paid toward debt service for the current year.²⁷ This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.4383 /\$100
30.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,000,308,837
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 13,150,353
32.	Adjusted prior year levy for calculating NNR M&O rate. A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2025. This line applies only to tax years preceding the prior tax year..... + \$ 24,314 B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0..... - \$ 0 C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. +/- \$ 0 D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function..... \$ 24,314 E. Add Line 31 to 32D.	\$ 13,174,667
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,971,733,469
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.4433 /\$100

²⁵ Tex. Tax Code §26.04(c)

²⁶ Tex. Tax Code §26.04(d)

²⁷ Tex. Tax Code §26.012(3)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
35.	Rate adjustment for state criminal justice mandate. ²⁸ A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. \$ 0 B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.0000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.0000 /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁹ A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose..... \$ 0 B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state assistance received for the same purpose..... - \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.0000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.0000 /\$100
37.	Rate adjustment for county indigent defense compensation. ³⁰ A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state grants received by the county for the same purpose..... \$ 0 B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2024 and ending on June 30, 2025, less any state grants received by the county for the same purpose. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.0000 /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100..... \$ 0.0000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.0000 /\$100
38.	Rate adjustment for county hospital expenditures. ³¹ A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year. \$ 0 B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2024 and ending on June 30, 2025. \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.0000 /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100..... \$ 0.0000 /\$100 E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.	\$ 0.0000 /\$100

²⁸ Tex. Tax Code §26.044²⁹ Tex. Tax Code §26.0441³⁰ Tex. Tax Code §26.0442³¹ Tex. Tax Code §26.0443

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
39.	Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information. A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year. \$ <u>0</u> B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year \$ <u>0</u> C. Subtract B from A and divide by Line 33 and multiply by \$100 \$ <u>0.0000</u> /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ <u>0.0000</u> /\$100
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ <u>0.4433</u> /\$100
41.	Adjustment for prior year sales tax specifically to reduce property taxes. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero. A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent \$ <u>5,406,079</u> B. Divide Line 41A by Line 33 and multiply by \$100 \$ <u>0.1819</u> /\$100 C. Add Line 41B to Line 40.	\$ <u>0.6252</u> /\$100
42.	Current year voter-approval M&O rate. Enter the rate as calculated by the appropriate scenario below. Special Taxing Unit. If the taxing unit qualifies as a special taxing unit, multiply Line 41C by 1.08. - or - Other Taxing Unit. If the taxing unit does not qualify as a special taxing unit, multiply Line 41C by 1.035.	\$ <u>0.6470</u> /\$100
D42.	Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. ³² If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate a rate equal to the lesser of: A. The voter-approval tax rate calculated in the manner provided for a special taxing unit. Multiply line 41C by 1.08 ³³ \$ <u>0.0000</u> /\$100 - or - B. The voter-approval M&O tax rate calculated in the manner provided for a taxing unit other than a special taxing unit plus the disaster relief rate. ³⁴ Complete Section 5 through Line 68 to complete D42(B). a. Enter the disaster relief cost. \$ <u>0</u> b. Disaster relief rate. Divide Line D42(B)(a) by Line 26 and multiply by 100 \$ <u>0.0000</u> /\$100 c. Add Line D42(B)(b) to Line 42. \$ <u>0.0000</u> /\$100 d. Enter the current year unused increment rate from Line 68 \$ <u>0.0000</u> /\$100 e. Add Line D42(c) to Line D42(d). \$ <u>0.0000</u> /\$100 The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of: 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred; or 2) the third tax year after the tax year in which the disaster occurred. C. Enter Line D42(A) if less than Line D42(B)(e). If Line D42(B)(e) is less than line D42(A), enter Line D42(B)(c). ³⁵ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).	\$ <u>0.0000</u> /\$100

³² Tex. Tax Code §26.042³³ Tex. Tax Code §26.042(a-2)(1)³⁴ Tex. Tax Code §§26.042(a-1) and 26.042(a-2)(2)³⁵ Tex. Tax Code §26.042(a-2)

Line	M&O and Debt Tax Rate Worksheet	Amount/Rate
43.	Total current year debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes; (2) are secured by property taxes; (3) are scheduled for payment over a period longer than one year; and (4) are not classified in the taxing unit's budget as M&O expenses. A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. ³⁶ Enter debt amount \$ 7,272,519 B. Subtract unencumbered fund amount used to reduce total debt. - \$ 0 C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0 D. Subtract amount paid from other resources - \$ 0 E. Adjusted debt. Subtract B, C and D from A. \$ 7,272,519	
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³⁷	\$ 0
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 7,272,519
46.	Current year anticipated collection rate. A. Enter the current year anticipated collection rate certified by the collector. ³⁸ 100.00 % B. Enter the prior year actual collection rate..... 98.23 % C. Enter the 2024 actual collection rate. 100.45 % D. Enter the 2023 actual collection rate. 100.33 % E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. ³⁹ 100.00 %	
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 7,272,519
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,127,611,536
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.2325 /\$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.8795 /\$100
D50.	Disaster Line 50 (D50): Current year voter-approval M&O and debt tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval M&O tax rate in the manner provided by Line D42. Add Line D42(C) and 49.	\$ 0.0000 /\$100
51.	COUNTIES ONLY. Add together the voter-approval M&O and debt tax rates for each type of tax the county levies. The total is the current year county voter-approval M&O and debt tax rate.	\$ _____ /\$100

³⁶ Tex. Tax Code §26.012(7)³⁷ Tex. Tax Code §§26.012(10) and 26.04(b)³⁸ Tex. Tax Code §26.04(b))³⁹ Tex. Tax Code §26.04(h), (h-1) and (h-2)

SECTION 3: Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
52.	Taxable Sales. For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. ⁴⁰ Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	\$ 0
53.	Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. ⁴¹ Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year. Multiply the amount on Line 52 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. ⁴² - or - Taxing units that adopted the sales tax before November of the prior year. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	\$ 5,406,079
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,127,611,536
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0.1728 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ⁴³ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.6678 /\$100
57.	Current year NNR tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year. Subtract Line 55 from Line 56. Skip to Line 58 if you adopted the additional sales tax before November of the prior tax year.	\$ 0.6678 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ⁴⁴ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.8795 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.7067 /\$100

SECTION 4: Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
60.	Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ. ⁴⁵ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴⁶	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 3,127,611,536
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.0000 /\$100
63.	Current year voter-approval tax rate, adjusted for pollution control. Add Line 62 to one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties) or Line 59 (taxing units with the additional sales tax).	\$ 0.7067 /\$100

⁴⁰ Tex. Tax Code §26.041(d)

⁴¹ Tex. Tax Code §26.041(i)

⁴² Tex. Tax Code §26.041(d)

⁴³ Tex. Tax Code §26.04(c)

⁴⁴ Tex. Tax Code §26.04(c)

⁴⁵ Tex. Tax Code §26.045(d)

⁴⁶ Tex. Tax Code §26.045(i)

SECTION 5: Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value.⁴⁷ The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value.⁴⁸

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042;⁴⁹
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁵⁰ or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.⁵¹

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁵²

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 Foregone Revenue Amount. Subtract the 2025 unused increment rate and 2025 actual tax rate from the 2025 voter-approval tax rate. Multiply the result by the 2025 current total value	
	A. Voter-approval tax rate (Line 69)	\$ 0.6932 /\$100
	B. Unused increment rate (Line 68)	\$ 0.0079 /\$100
	C. Subtract B from A	\$ 0.6853 /\$100
	D. Adopted Tax Rate	\$ 0.6867 /\$100
	E. Subtract D from C	\$ -0.0014 /\$100
	F. 2025 Total Taxable Value (Line 61)	\$ 3,038,093,738
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0
65.	Year 2 Foregone Revenue Amount. Subtract the 2024 unused increment rate and 2024 actual tax rate from the 2024 voter-approval tax rate. Multiply the result by the 2024 current total value	
	A. Voter-approval tax rate (Line 68)	\$ 0.7043 /\$100
	B. Unused increment rate (Line 67)	\$ 0.0107 /\$100
	C. Subtract B from A	\$ 0.6936 /\$100
	D. Adopted Tax Rate	\$ 0.6867 /\$100
	E. Subtract D from C	\$ 0.0069 /\$100
	F. 2024 Total Taxable Value (Line 60)	\$ 2,757,191,663
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 190,246
66.	Year 1 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value	
	A. Voter-approval tax rate (Line 67)	\$ 0.6971 /\$100
	B. Unused increment rate (Line 66)	\$ 0.0216 /\$100
	C. Subtract B from A	\$ 0.6755 /\$100
	D. Adopted Tax Rate	\$ 0.6867 /\$100
	E. Subtract D from C	\$ -0.0112 /\$100
	F. 2023 Total Taxable Value (Line 60)	\$ 2,597,189,577
	G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 190,246
68.	2026 Unused Increment Rate. Divide Line 67 by Line 22 of the No-New-Revenue Rate Worksheet. Multiply the result by 100	\$ 0.0060 /\$100
69.	Total 2026 voter-approval tax rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line D50 (only if Line D42(B) was used), Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.7127 /\$100

⁴⁷ Tex. Tax Code §26.013(b)

⁴⁸ Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)

⁴⁹ Tex. Tax Code §26.04(c)(2)(A) and 26.042(a)

⁵⁰ Tex. Tax Code §26.0501(a) and (c)

⁵¹ Tex. Local Gov't Code §120.007(d)

⁵² Tex. Local Gov't Code §26.04(c)(2)(B)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise \$500,000, and the current debt rate for a taxing unit.⁵³

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.⁵⁴

Line	De Minimis Rate Worksheet	Amount/Rate
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.0000 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.0000 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the <i>M&O and Debt Tax Rate Worksheet</i> .	\$ 0.0000 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.0000 /\$100

SECTION 7: Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.⁵⁵

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
75.	2025 adopted tax rate. Enter the rate in Line 4 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.6867 /\$100
76.	Adjusted 2025 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵⁶ If a disaster occurred in 2025 and the taxing unit calculated its 2025 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) of the 2025 worksheet due to a disaster, complete the applicable sections or lines of <i>Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> . - or - If a disaster occurred prior to 2025 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 42 (D42) in 2025, complete form 50-856-a, <i>Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet</i> to recalculate the voter-approval tax rate the taxing unit would have calculated in 2025 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵⁷ Enter the final adjusted 2025 voter-approval tax rate from the worksheet.	\$ 0.0000 /\$100
77.	Increase in 2025 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.0000 /\$100
78.	Adjusted 2025 taxable value. Enter the amount in Line 14 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,884,603,553
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 2,971,733,469
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵⁸	\$ 0.0000 /\$100
82.	Current year voter-approval tax rate, adjusted for emergency revenue. Subtract Line 81 from one of the following lines (as applicable): Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (taxing units with the additional sales tax), Line 63 (taxing units with pollution control) or Line 69 (taxing units with the unused increment rate).	\$ 0.7127 /\$100

⁵³ Tex. Tax Code §26.012(8-a)

⁵⁴ Tex. Tax Code §26.063(a)(1)

⁵⁵ Tex. Tax Code §26.042(b)

⁵⁶ Tex. Tax Code §26.042(c)

⁵⁷ Tex. Tax Code §26.042(b)

⁵⁸ Tex. Tax Code §26.042(b)

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. \$ 0.6678 /\$100
 As applicable, enter the current year NNR tax rate from: Line 27, Line 28 (counties), or Line 57 (adjusted for sales tax).
 Indicate the line number used: 27

Voter-approval tax rate. \$ 0.7127 /\$100
 As applicable, enter the current year voter-approval tax rate from: Line 50, Line D50 (disaster), Line 51 (counties), Line 59 (adjusted for sales tax),
 Line 63 (adjusted for pollution control), Line 69 (adjusted for unused increment), or Line 82 (adjusted for emergency revenue).
 Indicate the line number used: 69

De minimis rate. \$ 0.0000 /\$100
 If applicable, enter the current year de minimis rate from Line 74.

SECTION 9: Addendum

An affected taxing unit that enters an amount described by Tax Code Section 26.012(6)(C) in line 21 must include the following as an addendum:

1. Documentation that supports the exclusion of value under Tax Code Section 26.012(6)(C); and
2. Each statement submitted to the designated officer or employee by the property owner or entity as required by Tax Code Section 41.48(c)(2) for that tax year.

Insert hyperlinks to supporting documentation:

SECTION 10: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code.⁵⁹

print here ➡ Pablo (Paul) Villarreal, Jr., PCC
 Printed Name of Taxing Unit Representative

sign here ➡ _____
 Taxing Unit Representative Date

⁵⁹ Tex. Tax Code §26.04(c-2) and (d-2)



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1123	
From:			
Subject: Discussion and consideration to approve Resolution 2026-63 proposing an ad valorem tax rate and setting a date to adopt the 2026–2027 ad valorem tax rate. ROLL CALL VOTE REQUIRED. (Staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature 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 Rosalinda Cavazos Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: 081226 R2026-63 MEMO, R2026-63 propose Tax Rate FY 26-27			
Responsibilities upon Approval: Execute, retain and provide to appropriate department.			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Pete Garcia, Jr., Mayor Pro-Tem 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
Adrian Farias, Commissioner District 4

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

Date: August 12, 2026

To: Mayor & City Commission

CC: Xavier Salinas, City Manager
Omar Rodriguez, Assistant Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

From: Rosie Cavazos, Finance Director

Re: R2025-63 Setting Property Tax Rate

.....

As the designated Budget Officer for the City of Weslaco, City Manager Mr. Xavier Salinas has worked in collaboration with the Finance Department to review the requests submitted by City departments and prepare the proposed budget for the 2026–2027 fiscal year. Based on projected revenues and expenditures, the proposed budget addresses the needs of the City while maintaining fiscal responsibility.

To support the proposed budget, staff is recommending a proposed tax rate of **\$0.6678 per \$100 valuation**, which is the City's **No-New-Revenue Tax Rate** for the 2026 tax year.

Since the proposed rate does not exceed the No-New-Revenue Tax Rate, the City will not be required to hold a public hearing on the tax rate.

The first reading of the tax rate ordinance is scheduled for September 1, 2026, with the second reading and adoption scheduled for September 15, 2026.

Resolution 2026-63 proposes the tax rate of **\$0.6678** and sets the date for adoption of the 2026–2027 ad valorem tax rate.

Please note that a **roll-call vote is required** for this item.

Should you have any questions, please feel free to contact me.

RESOLUTION NO. 2026-63

RESOLUTION OF THE CITY OF WESLACO, TEXAS
PROPOSING AN AD VALOREM TAX RATE; SETTING A
DATE ON WHICH THE COMMISSION WILL ADOPT THE
2026-2027 AD VALOREM TAX RATE AND SETTING DATES
FOR PUBLIC HEARING(S), IF NECESSARY.

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

- 1) The maximum proposed ad valorem tax rate that the Commission will consider for Fiscal Year 2026-2027 is \$0.6678 cents per \$100 taxable value; and
- 2) The proposed ad valorem tax rate of \$0.6678 per \$100 taxable value does not exceed the No-New-Revenue Tax Rate; therefore, no public hearing on the proposed tax rate is required; and
- 3) The first reading of the ordinance establishing the Fiscal Year 2026-2027 ad valorem tax rate will be considered by the City Commission on September 1, 2026, at the Weslaco City Commission Legislative Chambers, 255 S. Kansas Avenue, Weslaco, Texas; and
- 4) The City Commission will consider the second reading and adoption of the Fiscal Year 2026-2027 ad valorem tax rate on September 15, 2026, at the Weslaco City Commission Legislative Chambers, 255 S. Kansas Avenue, Weslaco, Texas.

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

PASSED AND APPROVED on this the 18th day of August 2026.

CITY OF WESLACO

Adrian Gonzalez, Mayor

ATTEST:

Norma A. Cantu, CITY SECRETARY

APPROVED AS TO FORM:

Benjamin Castillo, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1092	
From:			
Subject: Discussion and consideration to approve Change Order No 4 to EB Merit Construction, for the addition of shade structures with bleachers at Isaac Rodriguez Park and Mayor Pablo Pena Park not to exceed \$155,604.80. (Staffed by Parks & Recreation Department.)			
Background: This is part of the Park Improvements Alternate No 3 & 4			
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):			
Jessica Moreno Eddie Serna ANTONIO LOPEZ Xavier Salinas		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Memo for Change order 4, Recommendation letter Heffner Design Team, Change Order No 4 for Shade Structures at Parks			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Pete Garcia, Jr., Mayor Pro-Tem 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
Adrian Farias, Commissioner District 4

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

INTERNAL MEMO

Parks Department

Date: 8/18/2026

TO: City Commission

FROM: Eddie Serna / Parks Director

SUBJECT: Change order #4 shade Structures w/ Bleacher

Staff recommends approval of Change Order No. 4 to the existing contract for the addition of shade structures and bleachers at the Mayor Pablo Peña Park and Isaac Rodriguez Park Improvements Project, at a total cost of \$155,604.80

As part of the Park Improvements Project at Mayor Pablo Peña Park and Isaac Rodriguez Park these are Alternates No. 3 and No. 4 include the installation of additional bleachers and shade structures. Staff is requesting authorization to incorporate these improvements into the project through Change Order No. 4.

The proposed shade structures will provide protection from direct sunlight and improve comfort for spectators and park users. The additional bleachers will provide designated seating areas for spectators attending sporting events and other recreational activities.

Approval of this change order will allow the City to proceed with these additional improvements as part of the existing project and enhance the functionality and overall experience at both parks.



HEFFNER DESIGN TEAM, PLLC

SUBJECT: RECOMMENDATION FOR APPROVAL: CHANGE ORDER NO. 004 – WESLACO VARIOUS PARKS

To Whom It May Concern,

We recommend contracting EB Merit for the furnishing and installation of shade structures and bleachers for the Weslaco Various Parks project. This recommendation supports the approval of Change Order No. 004.

Scope of Work

The proposed improvements include the following:

- **Isaac Rodriguez Park:** New shaded bleachers with integrated wheelchair accessibility
- **Central Plazas (Both Parks):** Installation of a large double shade sail at the central plaza of both Isaac Rodriguez and Mayor Pablo Pena Park, offering families shaded gathering spaces near the concessions buildings.

Rationale for Recommendation

We recommend EB Merit to execute this work for several key operational benefits:

- **Coordination & Schedule:** By having EB Merit manage the installation of these structures, they can directly coordinate their schedule with the various installation elements, effectively minimizing project delays and expediting the overall timeline.
- **Quality Control:** Entrusting the full scope to EB Merit ensures consistent quality and places the burden of logistics and coordination on the contractor.

Pricing Comparison

EB Merit's bid provides significant value, coming in \$76,836.20 below the other bidder.

Contractor	Scope Detail	Total Value
MSF Hospitality LLC	Alt #3 (Bleachers - Rodriguez) + Alt #4 (Shade)	\$232,441.00
EB Merit	Bleachers & Shade (Both Parks)	\$155,604.80

EB Merit's proposal includes an additional 90-day lead time for materials. With the approval of Change Order No. 004, 90 days will be added to the Contract Time to complete the project.

We believe this approach provides the most efficient use of funds while enhancing the experience for park visitors throughout the summer months. We request your approval to award this scope of work to EB Merit via Change Order No. 004.

Sincerely,

Andrew T. Heffner, RLA, ASLA, Assoc. AIA-LRGV, CLARB



505 N Interstate 2
Pharr, TX 78577
(956) 601-0336

Change Request Proposal

Date: 7/16/26

No.: 004

Project: Weslaco Various Parks
Address:

Contract: City of Weslaco
Address: 255 Kansas Rd.
Weslaco, TX 78596

Cost Code	No.	Description	Amount
		Provide material, labor and equipment necessary to install Shade Structures with bleachers at both parks.	
	1	Rodriguez Park:	
		- Royal T Post Shade Structure with Hip Roof (4 @ \$11,260)	\$ 45,040.00
		- Pole Double Triangle Shade Sail System	\$ 35,590.00
		- Non-elevated 5' x 15' Bleacher (ADA Standard) (4 @ \$7,975)	\$ 31,900.00
	2	Pena Park:	
		- Pole Double Triangle Shade Sail System	\$ 35,590.00
		Engineering Drawings of Shade Structures if needed	\$ 1,500.00
		Allow 90 days to complete this scope from when submittals are approved due to lead time for material.	

TOTAL AMOUNT OF THIS CHANGE REQUEST:

\$ 149,620.00
OH&P 4% \$ 5,984.80
TOTAL \$ 155,604.80

Signed by _____

NAME:
TITLE:

Signed by _____

Partner, Owner



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1135	
From:			
Subject: Discussion and consideration for the removal of an existing play scape at Mayor Pablo Pena Park and reinstalling the play scape with a turnkey at Villa Verde Park not to exceed \$141,806.40. (Staffed by Parks and Recreation Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ANTONIO LOPEZ Eddie Serna Xavier Salinas		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: Memo for Relocation for Playscape, Q017710 Villa Verde			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Pete Garcia, Jr., Mayor Pro-Tem Commissioner At-large
Israel Gonzalez, Jr., Commissioner At-large
Josh Pedraza, Commissioner, District 1
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Adrian Farias, Commissioner District 4

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

INTERNAL MEMO

Parks Department

Date: 8/18/2026

TO: City Commission

FROM: Eddie Serna / Parks Director

SUBJECT: Removal/Reinstallation of Playscape By ExerPlay

This memo is to request approval for the removal and relocation of the existing playscape at Mayor Pablo Peña Park. The current playscape is located within the proposed boundaries of new Boys & Girls Club facility and must be removed to accommodate the planned construction.

To preserve the existing playground equipment and continue providing recreational opportunities to the citizens of Weslaco, staff propose relocating the playscape to Villa Verde Park.

Scope of Work:

The proposed project will include the following:

- Disassembly and removal of the existing playscape at Mayor Pablo Peña Park.
- Transportation of the playscape equipment to Villa Verde Park.
- Site preparation, including grading and compaction of approximately 6,800 square feet.
- Installation of approximately 4-inch concrete slab flatwork, including PVC drainage components.
- Reassembly and installation of the existing playscape at Villa Verde Park.
- Power washing and touch-up painting of the playscape equipment.
- Installation of approximately 3,380 square feet of pour-in-place rubber safety surfacing at the new playscape location.

Staff requests that the Commission approve the removal and relocation of the existing playscape from Mayor Pablo Peña Park to Villa Verde Park and authorize staff to proceed with the proposed improvements and installation not to exceed \$141,806.40

PROPOSAL Q017710

Villa Verde Playground Relocation

Prepared for the City of Weslaco

ExerPlay, Inc.

Marissa Pecina • 956-358-3972 • Marissa@exerplay.com

August 10, 2026 • Allied States Cooperative





The Project at a Glance

We relocate your existing playground and swings from the Weslaco Boys & Girls Club to Villa Verde Park — new concrete foundations, full refurbishment, and brand-new ADA rubber surfacing.

\$141,806

TOTAL INVESTMENT

All labor, concrete & surfacing

3,380 SF

NEW RUBBER SURFACING

4" poured-in-place, ADA compliant

3,429 SF

NEW CONCRETE

Playground, swings & sidewalk



Purchased through Allied States Cooperative — competitively bid pricing, no separate bid process.



Your Investment

Every line item, in plain numbers.

Disassembly & transport of existing playground	\$12,501.00
Site preparation — grade & compact 6,800 SF	\$8,751.00
Concrete flatwork — 4" slabs, forms, PVC & drains	\$35,751.00
Concrete beam	\$8,595.00
Reassembly, power wash & paint touch-up	\$10,704.00
Rough demo at Mayor Pablo Pena Park	NO CHARGE
3,380 SF of 4" poured-in-place rubber surfacing	\$65,504.40
PROJECT TOTAL	\$141,806.40

No sales tax applied · Tax-exempt certificate on file required

\$3,447.60

5% discount already applied to your rubber surfacing

WHERE IT GOES	
Relocation & concrete	
\$76,302.00	54%
Safety surfacing	
\$65,504.40	46%

What's Included

Turnkey — from take-down at the Boys & Girls Club to a finished, playable surface.

- | | |
|---|---|
| <div><div>1</div><div>Careful Take-Down</div><div>Disassemble playground & swings, remove old footers and concrete, bag and label every piece of hardware, transport to Villa Verde.</div></div> | <div><div>2</div><div>Site Preparation</div><div>Compact and grade 6,800 SF for proper drainage and clear all fall and trip hazards.</div></div> |
| <div><div>3</div><div>New Concrete Foundations</div><div>4" slabs: 1,963 SF playground, 1,416 SF swings, 50 SF connecting sidewalk, plus forms, PVC and drains.</div></div> | <div><div>4</div><div>Perimeter Concrete Beam</div><div>Frames and contains the playground area — materials and labor both included.</div></div> |
| <div><div>5</div><div>Reassembly & Refurbishment</div><div>Rebuild playground and swings, power wash the equipment, and touch up paint where needed.</div></div> | <div><div>6</div><div>ADA Safety Surfacing</div><div>3,380 SF of 4" poured-in-place rubber, aromatic binder, 50/50 black and standard color.</div></div> |

BONUS: Rough demo of the existing playground at Mayor Pablo Pena Park at no charge, when the full scope is approved.

What's Not Included

So there are no surprises later — here is exactly what sits outside this price.

THE CITY PROVIDES

Three items in your scope

- 1 Fill dirt at the new location, if needed
- 2 Removal of the existing rubber mulch at the old playground
- 3 Demo and disposal of the sidewalk around the existing playground at the Boys & Girls Club

NOT IN THIS PRICE

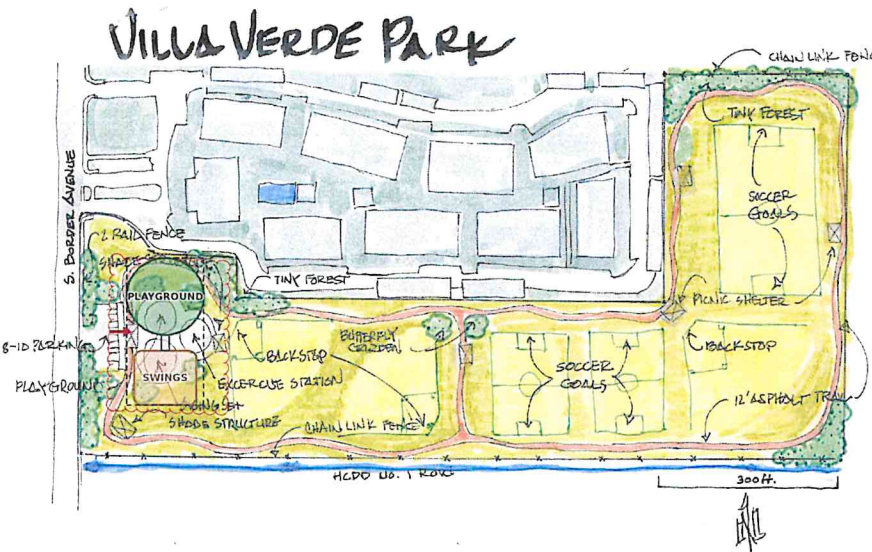
Available — just ask

- Performance & payment bond *add 3.5% — \$4,963*
- Permits & special inspections *City / GC*
- Finish grade before install *by others*
- Disposal of demolished equipment *not included*
- Hard dig conditions *change order*
- Prevailing / Davis-Bacon wages *not priced in*
- Utility blue-staking *City marks lines*

Water, power, sanitary facilities and site access to be provided on site.

Where It Sits in the Park

The relocated playground and swings anchor the northwest corner of the park master plan.



Layout may shift — safety use zones may move the playground and swings from the plan shown.

WHAT SURROUNDS IT

FRONTAGE S. Border Avenue, 8-10 parking spaces

ENCLOSURE 2-rail fence around the play zone

CONNECTION 12' asphalt trail to fields and shelter

PLAN AHEAD

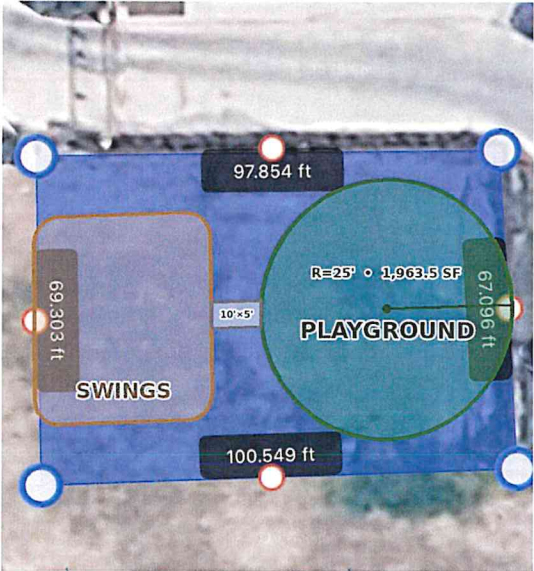
Three things to decide together

- 1 **Shade**
Whether shade comes in a future phase
- 2 **Parking to playground**
A direct, accessible walkway from the lot
- 3 **Apartments to trail**
A connection point into the play area

We can phase these so each piece lands in the right order — usable throughout and cost-effective.

Measured On Site

We measured the pad in the field and laid the design over the aerial before pricing.



Google aerial imagery, 2026. Playground circle shown at 25' radius - 1,963.5 SF.

6,778.45 SF

MEASURED AREA

334.66 ft

PERIMETER

MEASURED SIDES

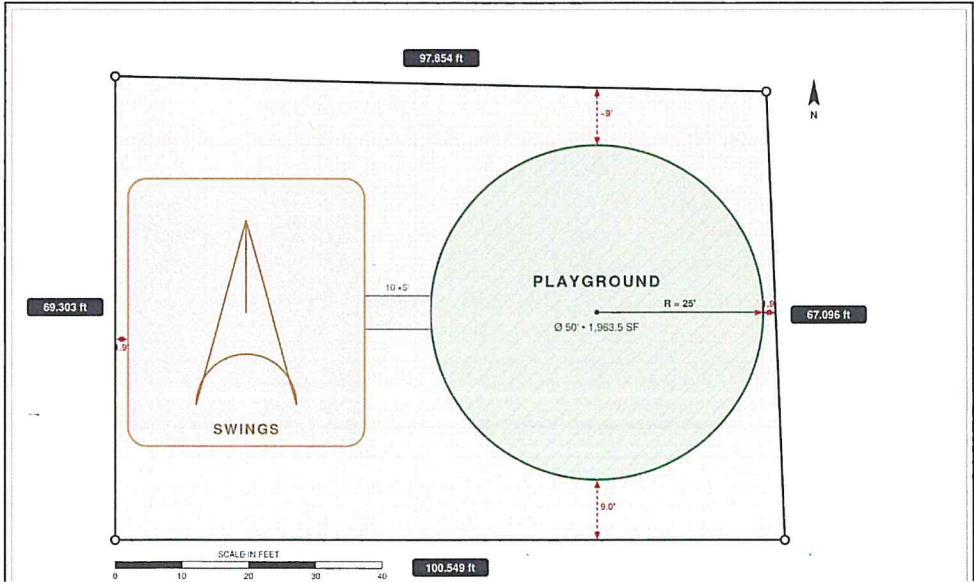
North	97.85 ft	South	100.55 ft
West	69.30 ft	East	67.10 ft

Why it matters

The measured 6,778 SF matches the 6,800 SF site prep line in the quote — the pricing is built on real field dimensions, not an estimate.

Site Fit at Villa Verde

The relocated design superimposed on the measured lot — 6,778.45 SF, 334.66 ft perimeter.



Playground 25' radius · 50' diameter · 1,963.5 SF, unchanged from the quote. Corners assumed ~90°; verify bearings and all dimensions in the field before build.

CLEARANCE TO PROPERTY LINE

Left (swings)	1.9 ft
Right (playground)	1.9 ft
Bottom (playground)	9.0 ft
Top (playground)	~9 ft

ONE ITEM TO RESOLVE

ASTM F1487 use zones

At the full 50' diameter, the 6 ft minimum use zone is not met on the east and west sides — side clearance is about 2 ft. Reducing the circle to roughly R 22.5' gains the setback.

Terms & Next Steps

exerplay

PRICING VALID THROUGH

September 9, 2026

BILLING

Surfacing & installation billed on completion

PAYMENT TERMS

Net 45 for contracted projects

CREDIT CARD

3% fee — check or ACH avoids it

To move forward

- Return a signed proposal or issue a Purchase Order to ExerPlay, Inc.
- Confirm bond and wage requirements so pricing stays locked
- We schedule the crew and coordinate the site walk with your team

Questions?

Marissa Pecina

956-358-3972

Marissa@exerplay.com

ExerPlay, Inc. · Cedar Crest, NM

Thank you for the opportunity to serve the City of Weslaco.

PAGE 1 — LINE ITEMS & TOTAL



Proposal
Q017710



Proposal
Q017710

Quantity	Item Code	Description	Unit Price	DISC.	Total Extended
City of Winlock: Valle Verde Playground Relocation Booster Equip- 781 25					

P.O. BOX 1160 Cooke Creek, NM 87008 1-800-657-5444 Estrofax.com Fax 505-281-0155

P.O. Box 1160 Cedar Rapids, IA 52401 1-800-457-5444 [Example.com](http://www.example.com) Fax 565-281-0115
 Page 2 of 4



Terms & Conditions

Pages 3 and 4 of the proposal, attached in full and incorporated by reference.

PAGE 3 — GENERAL, BILLING & PAYMENT



Proposal
Q017710

General Terms and Conditions:

Pricing for all listed items is good for 90 days from date of quote. Exerplay reserves the right to revise pricing if any such requirements are required within the 90 day timeframe, or if any portion of the quote is changed or removed. This may result in a delay in issuing materials for the project.

Pricing is for the listed items only and unless specifically shown on the quote, does not include freight, installation, engineering, offloading, storage, security, site preparation, permitting, temporary fencing, hard dig conditions, saw cutting, concrete cutting, hot tapping, electrical, concrete work, masonry work, wall construction, cutting, hand digging, excavation, and all waste removal, equipment/costs, hazardous waste handling, security line clearing, or any other labor or permits. Additional performance payment bond, please add 1.5% of the total to this quote.

Any necessary permits, permits, state, and/or local building or special inspections are the responsibility of the General Contractor or End Owner.

Any applicable taxes shown on the quote are each listed based on state, city or county rates and project specific requirements. Any requests for revised taxes are subject to approval and MUST include an applicable tax exempt certificate.

Please provide a signed quote, Purchase Order, or Contract to request an order. Further information such as shipping, delivery, contract or the etc., may be needed before an order can be placed. Contracts are subject to review and approval.

Notwithstanding anything to the contrary in any Contract Documents, Exerplay shall have no duty to defend or indemnify Owner, Customer, or any other party for the consequences of any claim arising out of their independent negligence of the indemnified party.

Billing and Payment Terms:

Current Customer: All new orders are negotiated and approved. Exerplay's payment terms are Net 30 from the date of the invoice, with payment due and Net 45 for contracted projects. Exerplay's process is to bill the customer when the equipment ships. Surveys and installation are billed upon completion. Bonds are billed when ordered. Late payments may be subject to finance fees and/or interest.

New Customer: New customers may be required to pay a deposit on payment at time of order. Deposit amount to be determined based on credit. The remainder of the equipment, including freight, will be billed when it ships. Surveys and installation are billed upon completion. Bonds are billed when ordered.

If paying by credit card, there will be a 3% fee added to the invoice.

P.O. BOX 1100 Cedar Creek, NM 87003 1-800-457-5444 info@exerplay.com Fax 505-281-0155 Page 3 of 4

PAGE 4 — INSTALLATION & GC RESPONSIBILITIES



Proposal
Q017710

Installation Terms:

If installation is included on the quote, the following guidelines must be followed:

1. All equipment must be installed on a level surface. Equipment must be installed by a certified technician. Exerplay reserves the right to request proof of certification.
2. Equipment must be installed on a level surface. Equipment must be installed by a certified technician. Exerplay reserves the right to request proof of certification.
3. Installation must be completed within the specified time frame. If the equipment is not installed within the specified time frame, Exerplay reserves the right to charge a storage fee.
4. Installation must be completed within the specified time frame. If the equipment is not installed within the specified time frame, Exerplay reserves the right to charge a storage fee.
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Exerplay reserves the right to charge a storage fee if the equipment is not installed within the specified time frame.

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Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-996	
From: David Arce			
Subject: Discussion and consideration on the purchase of an E.H. Wachs Standard LX Valve Maintenance Trailer for the Water Utilities Division in the amount of \$99,266.25 through BuyBoard Contract #788-25. (Staffed by Utilities Department.)			
Background: The Water Utilities Division is responsible for the operation and maintenance of the City's water distribution system, including the City's water valves and associated infrastructure. A systematic valve maintenance and exercise program is necessary to ensure valves remain operational and accessible when needed for routine maintenance, water line repairs, and emergency situations. The E.H. Wachs Standard LX Valve Maintenance Trailer is a portable, self-contained valve maintenance system specifically designed for municipalities like Weslaco. The system provides the equipment necessary to perform valve exercise, cleaning, maintenance, and documentation activities in the field.			
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):			
David Arce David Arce Rosalinda Cavazos OMAR RODRIGUEZ		Created/Initiated Approved New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Approval			
Attachments, if any: Memo 2026 Approval of Valve Exerciser, Quote WACHS Standard LX VMT, Standard LX VMT, Weslaco Pacific Tek Proposal Quote 2			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Pete Garcia, Jr., Mayor Pro-Tem 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
Adrian Farias, Commissioner District 4

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

Date: August 18, 2026

To: City Commission

From: David Arce, Public Utilities Director

Subject: Purchase of E.H. Wachs Standard LX Valve Maintenance Trailer

Cc: Xavier Salinas, City Manager
Omar Rodriguez, Asst. City Manager
Rosie Cavazos, Finance Director

The Water Utilities Division is responsible for the operation and maintenance of the City's water distribution system, including water valves and associated infrastructure. A systematic valve maintenance and exercising program is necessary to ensure valves remain operational and accessible when needed for routine maintenance, water line repairs, and emergency situations.

The E.H. Wachs Standard LX Valve Maintenance Trailer is a portable, self-contained valve maintenance system designed for municipalities like Weslaco. The system provides equipment necessary to perform valve exercising, cleaning, maintenance, and documentation activities in the field.

Staff recommends approval of the purchase of an E.H. Wachs Standard LX Valve Maintenance Trailer for the Water Utilities Division in the amount of \$99,266.25 through BuyBoard Contract #788-25 and authorize staff to execute the necessary purchase documents.

TO: **David Arce**
 City of Weslaco
 255 S Kansas
 Town Hall location
 1912 Joe Stephens Ave. (PW)
 Weslaco, TX 78596

Date: 7/8/2026
 Quotation Number: JB257340
 Payment Terms: Net 30 Days
 Shipping Terms: FOB Origin
 Valid Through: 10/8/2026
 Estimated Ship Date: 8 Weeks ARO
 Reference: BuyBoard #788-25

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-110 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	95,250.00	1.5%	93,821.25
Subtotal						93,821.25
Motor Freight						5,445.00
Total (USD)						\$99,266.25

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

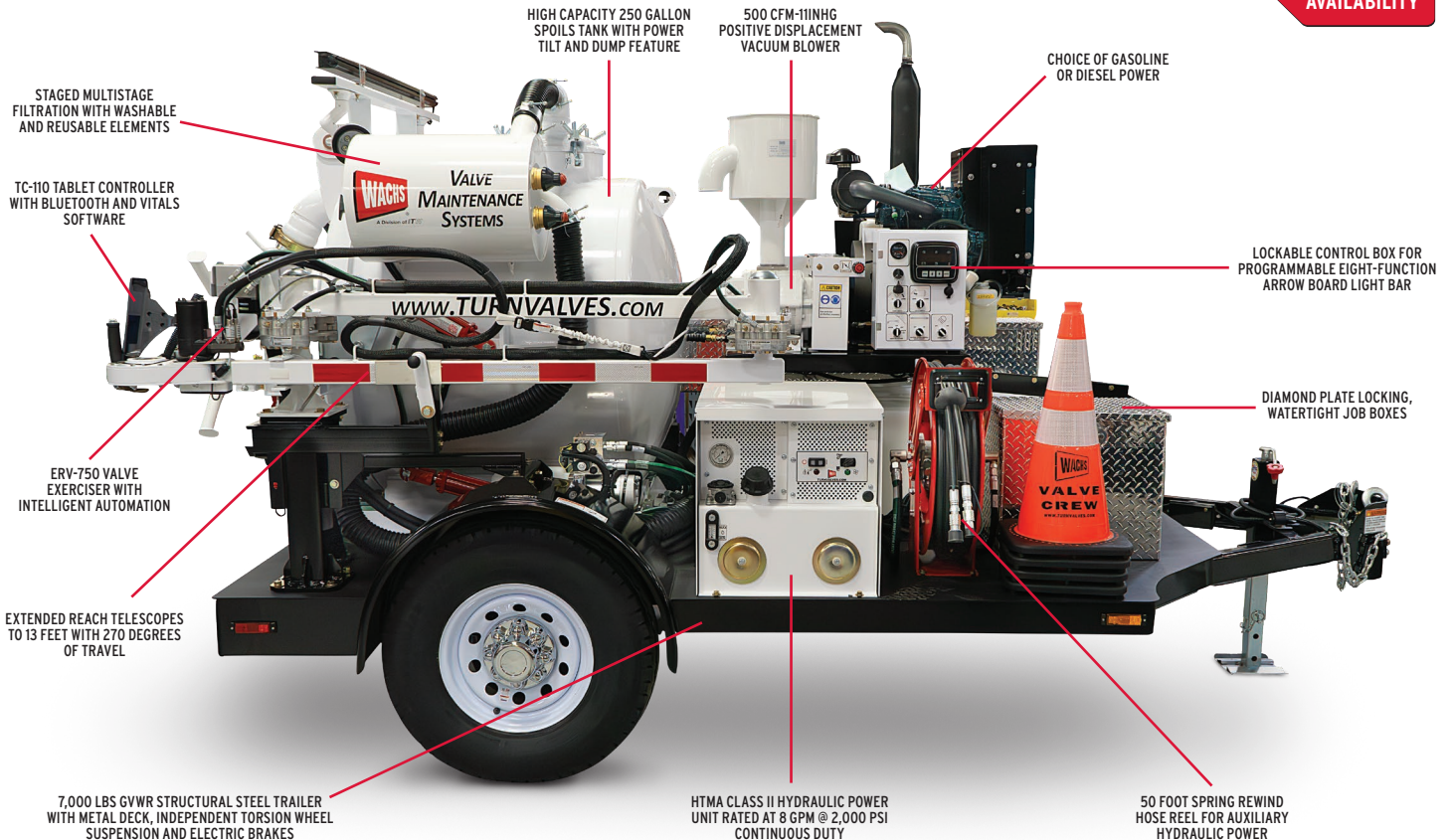
Jeffrey Brehm
 Sales Manager
 512-348-0171
 jeffrey.brehm@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

See additional tariff related Terms and Conditions at ehwachs.com.

Complete, Portable, Self-Contained Valve Maintenance System

**RENTAL
AVAILABILITY**



**TRUE
HANDS-FREE
VALVE EXERCISING**



**FULLY
ENGINEERED
VALVE MAINTENANCE
SYSTEM**



**UNMATCHED
FUNCTIONALITY &
STORAGE**



Wachs Standard LX VMT trailer is the industry standard for a self-contained, portable system that includes all the tools needed for municipalities and water organizations to complete a valve maintenance program.

The Standard LX trailer comes equipped with our industry-leading ERV-750 extended reach valve exerciser, plus the TC-110 wireless handheld tablet controller/datalogger with GPS and VITALS®. Wachs VITALS software eliminates misdirection and over-torquing of valves, allowing you to set torque limits and record infrastructure details including location,

valve-operating direction, torque applied and more.

Other standard equipment includes a powerful 500 CFM-11 inHg vacuum, with a 250 gallon spoils tank that features a hydraulic slide, tilt & dump and power latching rear discharge door. Configured with large, watertight and lockable diamond plate storage boxes, it includes the Valve Box Buddy portable vault cover magnetic lifting tool, making it more versatile than ever. For those preferring a truck mounted system the Standard LX is also available as a VMS valve maintenance skid.



Standard LX comes complete with TC-110 tablet controller with VITALS® software preloaded

Trailer:	7000 lb. (3175 Kg) GVWR single axle trailer, frame structural steel with metal deck, torsion wheel suspension, electric brakes, LED lighting, Pintle hitch w/ safety chains
Gasoline Engine:	27 HP Rehlko Command Pro, electronic ignition, v-twin 4 stroke, air cooled
Diesel Engine:	26 HP Kubota Tier 4 compliant, 1.1 liter 4 stroke I-3 liquid cooled IDI
Fuel Tank:	10 gallon (38 liter) DOT approved aluminum tank, formed end caps, fuel gauge
Valve Exerciser:	ERV-750 extended reach, 750 ft-lb articulating arm valve exerciser
Controller:	TC-110 tablet controller and datalogger with VITALS software & Bluetooth
Vacuum:	500 CFM-11 inHg positive displacement vacuum blower
Spoils Tank:	250 gallon (946 liter) tank with hydraulic powered slide, tilt, dump feature
Spoils Handling:	Heavy duty 20 foot x 3 inch diameter flex hose with 3 steel suction wands
Washer System:	High pressure system with 95 gallon (360 liter) fresh water tank
Washer Reel:	50 foot (15.2M) retractable washer hose reel with short and long wands
Washer Pump:	Clutch operated, dual belt drive, 2.5 GPM @ 3,000 PSI
Hydraulic Power Unit:	HTMA Class II circuit, fan cooled heat exchanger, 8 GPM @ 2000 PSI
Hydraulic System:	10 gallon (38 liter) hydraulic reservoir, 50 foot (15.2M) hydraulic hose reel
Light Package:	LED spotlights and programable arrow board with locking control panel
Job Boxes:	Heavy duty, locking, watertight diamond plate aluminum, with gas springs
Cover Lifter:	Valve Box Buddy lifter for removal of cast iron or steel valve box covers



Expanded storage with locking diamond plate watertight job boxes for added security



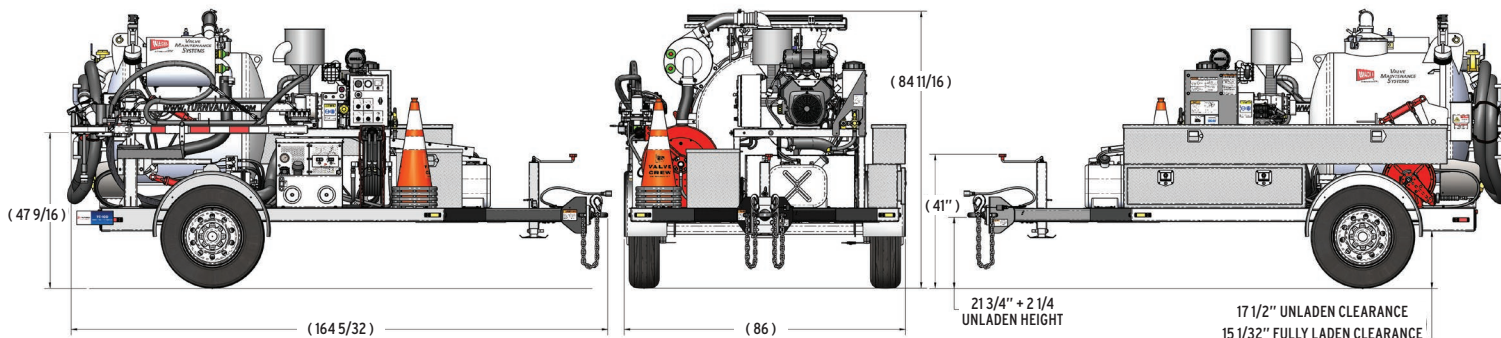
ERV-750 uses unique disk brake system for rigidity, and hydraulic sensors for true hands-free operation



All major systems and operating controls are located curbside for operator safety

OPTIONAL EQUIPMENT

- Additional telescoping valve keys and extensions
- 45 lb. hydraulic breaker and attachments
- Valve Nut Rx replacement valve nut kit
- Hydraulic powered dewatering pumps
- Diamond Wire Guillotine pipe saw



Presents a Proposal Summary



*Image is for illustration purposes only

Pacific Tek PV250

Vacuum Excavator Trailer

For



Pacific Tek PV250 Trailer Mounted Vacuum Excavator Configuration

VACUUM

250 Gallon debris tank
580 CFM belt driven blower set for relief at 15" of vacuum
38 HP EFI electric start gas engine
Cleanout door is 42" diameter
Debris tank is lifted to empty using hydraulic cylinder
One Step Hatch opened/closed using hydraulic cylinders
Hydraulic flow supplied by 12 V/DC power unit with a hand held 4 function pendant with 18' lead
Sight Glass on rear door
10 micron vacuum filtration system
25' of 3" vacuum hose with attachable pick-up tube
Tank dumps to rear of trailer

VALVE EXERCISER

PT-1000SH Slide Head valve exerciser
Mounted on rear deck of over-axle trailer
8' slide reach and up to 250-degree rotation
850 ft-lb of torque
Reservoir cooler with fan
Electric fan hydraulic oil thermal transfer
Flat face quick connect ports for Class II Hydraulic tool circuit (hose not included)
Telescoping valve key 5'-8' and valve stem socket adaptor
Includes extra storage tubes on wand rack

SWIVEL HEAD ADAPTOR

Hangs from Valve Exerciser head for uneven surface to valve operation
For adapting 1-1/2" valve keys (standard for PT1000 & PT26)

Ai FUNCTION

Automated Intelligence Valve Cycle Controller
Automatically and safely cycle through exercising valves
Includes weather resistant digital display touch screen controller
Data port included

PRESSURE WASHER

3500 PSI @ 4 GPM pressure washer system
Electric switch clutch engaged belt powered pump
50' hose on reel
100-gallon water holding tank mounted to trailer deck
Wash wand with quick connect spray nozzles
Anti-Siphon air gap filler

ANTI-FREEZE KIT

4-gallon poly tank with 6" refill lid
Leak proof bulkhead fitting
Suction hose with barbed fittings

DRIVE ONE POWER

Vacuum is belt-drive powered by a 26.5 HP EFI electric start gas engine
Valve Exerciser pump and water pump are electric switch clutch engaged

TRAFFIC DIRECTOR
LED amber traffic director
4 function with Daytime/Nighttime options

TRAILER
7,000# GVWR Single Axle
Electric brakes on axle
2-5/16" hitch is standard

DEBRIS TANK YELLOW

Telescoping Valve Key
Extends 3' to 5'
1-1/2" square on one end, 2" square on the other end
Aluminum construction

FILTER
Small 10 Micron Vacuum Filter Element - 3.5" ID x 7" OD x
23.75" long

Total Price F.O.B. Weslaco, TX: \$101,194.38

PROPOSAL NOTES:

1. Prices quoted herein are firm until 8.17.26.
2. KESI offers free on-site lifetime training for as long as you own the equipment.
3. Delivery is currently 12-18 weeks but subject to confirmation at the time of actual order placement.

SIGNED BY: _____ Date _____

Adam Gomez
Ph. 713-205-6086



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1099	
From: Nick Castillo			
Subject: Discussion and consideration on the upcoming streets to be paved: 1st Street from Bridge Ave. to Wardlow St.; Iowa Avenue from Los Torritos St. to Mesquite Ave.; Illinois Avenue from Los Torritos St. to Plaza St.; and Sinclair Street from 2nd St. to Witmer Ave. (Staffed by Public Works Department.)			
Background: The streets that were approved at the July 7th meeting were completed on August 6th.			
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):			
LUCERITO ESPINOZA Nick Castillo Xavier Salinas		Created/Initiated Approved Final Approval	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Memo 2026 Overlay 8.18.2026, SIP ESTIMATES 8.18.2026			
Responsibilities upon Approval: Approval will allow staff to move forward with material procurement and contractor scheduling.			

City of Weslaco

"The City on the Grow"



Adrian Gonzalez, Mayor
Pete Garcia, Jr., Mayor Pro-Tem 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
Adrian Farias, Commissioner District 4

Xavier Salinas, City Manager
Omar Rodriguez, Assistant City Manager
Antonio Lopez, Assistant City Manager/Fire Chief/EMC

Date: August 18, 2026
To: City Commission
From: Nick Castillo, Public Works Director
Subject: Street Paving Approval
Cc: Xavier Salinas, City Manager
Omar Rodriguez, Asst. City Manager
Antonio Lopez, Asst. City Manager

The Public Works Department is requesting approval to proceed with paving the four street segments, there are priority locations based on pavement conditions. Approval will allow staff to move forward with material procurement and contractor scheduling.

The Streets proposed for paving are:

- **1st Street from Bridge Avenue to Wardlow Street;**
- **Iowa Avenue from Torritos Street to Mesquite Avenue;**
- **Illinois Avenue from Torritos Street to Plaza Street; and**
- **Sinclair Street from 2nd Street to Whitmer Avenue**

The total cost of paving these four segments is estimated **not to exceed \$90,000**, which includes materials, labor, equipment, and any necessary street preparation work.

This project is within current streets budget.

Staff recommends approval.

Estimated Re-Construction / Overlay Cost
1ST STREET: BRIDGE AVE. - WARDLOW AVE.

		Quantity	Unit	Unit Cost	Cost
INHOUSE (COST) STREET IMPROVEMENTS				TYPE OF REPAIR: OVERLAY	
1	HOT MIX	350	TN	\$ 86.85	= \$ 30,397.50
3	OIL	252	GL	\$ 7.00	= \$ 1,764.00
4	STRIPING ESTIMATE (PAVEMENT MARKINGS)	-	-	\$ -	= \$ -
Sub-Total =					\$ 32,161.50
TOTAL					\$ 32,161.50

SQ. FT.	25,200
Length	840
Width	30
Miles:	0.16

GRAND TOTAL \$ 32,161.50

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.), irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction / Overlay Cost
IOWA AVENUE: TORRITOS ST. - MESQUITE AVE.

		Quantity	Unit	Unit Cost	Cost
INHOUSE (COST) STREET IMPROVEMENTS				TYPE OF REPAIR:	OVERLAY
1	HOT MIX	188	TN	\$ 86.85	\$ 16,327.80
2	CALICHE	0	TN	\$ 13.00	\$ -
3	OIL	135	GL	\$ 7.00	\$ 945.00
				Sub-Total =	\$ 17,272.80
				TOTAL	\$ 17,272.80

SQ. FT.	13,524
Length	483
Width	28
Miles:	0.09

GRAND TOTAL	\$	17,272.80
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This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.), irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction / Overlay Cost
ILLINOIS AVE.: TORRITOS ST. - PLAZA ST.

		Quantity	Unit	Unit Cost	Cost
INHOUSE (COST) STREET IMPROVEMENTS				TYPE OF REPAIR:	OVERLAY
1	HOT MIX	243	TN	\$ 86.85	\$ 21,104.55
2	CALICHE	0	TN	\$ -	\$ -
3	OIL	175	GL	\$ 7.00	\$ 1,225.00
				Sub-Total =	\$ 22,329.55
				TOTAL	\$ 22,329.55

SQ. FT.	17472
Length	624
Width	28
Miles:	0.12

GRAND TOTAL	\$ 22,329.55
--------------------	---------------------

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.), irrigation, hardscape or escalation of unit prices.

Estimated Re-Construction / Overlay Cost
SINCLAIR ST.: 2ND ST. - WHITMER AVE.

		Quantity	Unit	Unit Cost	Cost
INHOUSE (COST) STREET IMPROVEMENTS				TYPE OF REPAIR:	OVERLAY
1	HOT MIX	191	TN	\$ 86.85	\$ 16,588.35
2	CALICHE	0	TN	\$ -	\$ -
3	OIL	138	GL	\$ 7.00	\$ 966.00
Sub-Total =					\$ 17,554.35
TOTAL					\$ 17,554.35

SQ. FT.	7700
Length	275
Width	28
Miles:	0.05

GRAND TOTAL	\$ 17,554.35
--------------------	---------------------

This statement was prepared utilizing standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only.

Note: Statement of probable construction cost does not include allocations for mainlane lighting (poles, luminaires, conductors, etc.), irrigation, hardscape or escalation of unit prices.



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1108	
From:			
Subject: Discussion and consideration of Change Order No. 1 for Elite Grading and Paving, LLC for the Sugarcane Drive Re-Paving Project increasing the contract amount by \$20,000 and extending the contract time by thirty (30) calendar days. (Staffed by Engineering Department.)			
Background: The City of Weslaco entered into a construction contract with Elite Grading and Paving, LLC for the Sugarcane Drive Re-Paving Project with an original contract amount of \$408,345.50. Following award of the contract, the City Engineer directed the contractor to implement a comprehensive project-specific Traffic Control Plan (TCP), requiring additional engineering review, revisions, devices, barricades, signage, labor, and coordination that were not included in the original bid documents. Additionally, the project, originally bid for a full roadway closure, was required by the City to be completed in three phases while maintaining traffic, resulting in decreased production efficiency, repeated mobilizations, increased labor/equipment, and delays to critical path activities. These owner-directed changes constitute extra work beyond the original scope and necessitate an equitable adjustment to cost and time. The contractor submitted Change Order No. 01 requesting: Contract Increase: \$20,000.00 for additional TCP-related services. Time Extension: 30 calendar days due to phased construction and traffic control impacts. The revised contract amount would become \$428,345.50, with all other contract terms remaining unchanged. Engineering has reviewed the request and recommends approval.			
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):			
ARLENE LARA PETER HERMIDA Xavier Salinas		Created	
City Manager Comments:			

Approve as recommended by staff.
Staff Recommendation:
Attachments, if any: 260805_CHANGE_ORDER_1_SUGARCANE_DRIVE_REPAVE
Responsibilities upon Approval:

CHANGE ORDER NO. 01

Project: Sugarcane Drive Re-Paving Project

Project No.: 2025-26-30

Owner: City of Weslaco

Contractor: Elite Grading and Paving, LLC

Original Contract Amount: \$408,345.50

CHANGE DESCRIPTION

This Change Order is submitted to request an equitable adjustment to the Contract for additional work required by the City Engineer that was not included in the original bid documents or contract requirements.

The additional work consists of:

- Preparation of a project-specific Traffic Control Plan (TCP).
 - Engineering review and revisions to the Traffic Control Plan.
 - Additional traffic control devices, barricades, warning signs, detour signage, and channelizing devices.
 - Installation, maintenance, relocation, and removal of all traffic control devices throughout the duration of the project.
 - Additional labor, supervision, equipment, and coordination necessary to comply with the City's traffic control requirements.
-

REASON FOR CHANGE

The original Contract included **Bid Item No. 2 – Barricades, Signs, & Traffic Handling**, which was intended to provide standard traffic control necessary to perform the work. The bid documents did not include or require the Contractor to prepare or implement a project-specific engineered Traffic Control Plan (TCP). Following contract award, the City Engineer directed the Contractor to implement a comprehensive Traffic Control Plan that exceeded the original contract requirements. This constitutes additional work outside the original scope of the Contract.

In addition, the Contractor prepared its bid based upon performing the work under a **full roadway closure**, allowing continuous construction operations and efficient sequencing

of the work. After award, the City directed that construction be completed in **three (3) separate phases while maintaining traffic**, rather than under a full roadway closure.

The City's revised traffic control requirements have significantly impacted the Contractor's operations by requiring:

- Multiple mobilizations and demobilizations.
- Repeated installation, relocation, and maintenance of traffic control devices.
- Increased labor, supervision, and equipment.
- Additional coordination with the City and the public.
- Reduced production efficiency due to restricted work areas.
- Delays to critical path activities caused by phased construction.

These owner-directed changes have increased both the cost and duration of the project and warrant an equitable adjustment to the Contract.

CONTRACT PRICE ADJUSTMENT

Description	Amount
Additional Traffic Control Plan (TCP) Services	\$20,000.00
Total Increase:	\$20,000.00
Original Contract Amount:	\$408,345.50
Revised Contract Amount:	\$428,345.50

CONTRACT TIME ADJUSTMENT

Additional Time Requested: Thirty (30) Calendar Days

Basis for Time Extension

The Contractor requests an extension of **30 calendar days** due to the City's directive requiring construction to be performed in **three (3) separate phases while maintaining traffic**, rather than under the full roadway closure anticipated during bidding.

The revised construction sequencing has:

- Reduced daily production rates.
- Increased traffic control operations and maintenance.
- Required multiple mobilizations and demobilizations.
- Limited continuous paving and construction operations.
- Increased coordination with City personnel and the traveling public.
- Delayed completion of work along the project's critical path.

Accordingly, the Contractor requests an equitable adjustment of **30 additional calendar days** to complete the project.

CHANGE ORDER SUMMARY

Item	Amount
Contract Increase	\$20,000.00
Time Extension	30 Calendar Days

APPROVALS

The undersigned certify that they are authorized representatives of their respective organizations and approve the modifications described in this Change Order.

CONTRACTOR

Elite Grading and Paving, LLC

By: _____

Jose Luis De Hoyos

President

Date: _____

ENGINEER'S RECOMMENDATION

The undersigned has reviewed this Change Order and recommends approval.

CITY ENGINEER APPROVAL

City of Weslaco

By: _____

City Engineer

Date: _____

OWNER APPROVAL

City of Weslaco

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR ACKNOWLEDGEMENT

Elite Grading and Paving, LLC

By: _____

Jose Luis De Hoyos

President

Date: _____

- Signature blocks for the **Engineer of Record, City Engineer, City of Weslaco, and Elite Grading and Paving, LLC.**



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1120	
From: ROBERT LOPEZ			
Subject: Discussion and consideration on the purchase of two ATVs with related emergency equipment from federal asset forfeiture funds for an amount not to exceed \$27,000. (Staffed by the Police Department.)			
Background: The federal Equitable Sharing Program distributes proceeds from forfeited assets to cooperating law enforcement agencies to supplement their local budgets. These funds can be spent on permissible law enforcement equipment, which explicitly includes the purchase, lease, and maintenance of vehicles that support official activities. These ATVs will be used during law enforcement functions and events to facilitate police operations.			
Funding Source (budget code, if applicable): Federal Asset Forfeiture			
Amount: \$25,000	Term of Impact: 12 months	Identified in Current Budget: No	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU ROBERT LOPEZ Xavier Salinas		Created/Initiated Approved Final Approval	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation:			
Attachments, if any: EQS-Guide Law Enforcement Equipment Highlighted			
Responsibilities upon Approval:			

U.S. DEPARTMENT OF JUSTICE
U.S. DEPARTMENT OF THE TREASURY

GUIDE TO EQUITABLE SHARING FOR STATE, LOCAL, AND TRIBAL LAW ENFORCEMENT AGENCIES



MARCH 2024

CONTENTS

Foreword.....	iii
I. Asset Forfeiture Programs and Equitable Sharing Overview.....	1
A. Department of Justice Asset Forfeiture Program.....	1
B. Department of the Treasury Asset Forfeiture Program	2
C. Equitable Sharing Program.....	3
II. Which Agencies May Participate in the Equitable Sharing Program?	5
A. Eligible Agencies.....	5
1. State, Local, or Tribal Law Enforcement Agencies	5
2. State and Local Prosecutorial Agencies.....	5
3. State National Guard Counterdrug Unit.....	6
B. Ineligible Agencies.....	6
1. Task Forces	6
2. Federal Agencies	7
3. Non-Governmental Entities	7
III. How Do Agencies Participate in the Equitable Sharing Program?	8
A. Joining the Equitable Sharing Program.....	8
B. Compliance.....	8
1. ESAC Compliance.....	8
2. Civil Rights Compliance	9
C. Participating in a Federal Forfeiture.....	9
IV. What Is the Process to Apply for and Receive a Share?	10
A. Requesting an Equitable Share.....	10
1. Department of Justice-Led Investigations	10
2. Department of the Treasury-Led Investigations.....	10
B. Calculating Shares.....	11
1. Federal Contribution	12
2. State, Local, and Tribal Contribution	12
3. Task Force Contribution	12
4. Spin-off Investigations.....	13
5. Distribution Cap	13

C. Department of Justice Equitable Sharing Deciding Authorities	13
1. Federal Investigative Agency	13
2. United States Attorney.....	13
3. Department of Justice, Criminal Division	13
D. Department of the Treasury Equitable Sharing Deciding Authorities	14
1. Federal Investigative Agency	14
2. Department of the Treasury, Treasury Executive Office for Asset Forfeiture	14
E. Common Causes of Sharing Payment Delay	14
F. Sharing Is Always Based on Net Proceeds	15
V. What Are the Uses of Equitably Shared Funds?	16
A. General Guidance on Supplantation and Budgeting	16
1. Supplantation.....	16
2. Anticipated equitably shared funds should not be budgeted	16
B. Use of Shared Funds	17
1. Permissible Uses	17
2. Impermissible Uses	20
C. Return of Equitably Shared Funds	22
D. Treasury Offset Program.....	22
VI. What Are the Accounting Procedures and Requirements for Shared Proceeds?	23
A. Bookkeeping Procedures and Internal Controls	23
VII. What Are the Reporting and Audit Requirements?	25
A. Agency Status	25
B. Equitable Sharing Agreement and Certification (ESAC)	25
C. Extinguishment of Funds.....	26
D. Audit Requirements.....	26
E. Record Retention	26
F. Program and Policy Changes	27
VIII. How Does an Agency Terminate Program Participation?	28
IX. What If Agencies Do Not Comply with Program Requirements?	29

Foreword

This *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* applies to equitable sharing through both the Department of Justice and the Department of the Treasury's Asset Forfeiture Programs (collectively, the Equitable Sharing Program).

This *Guide* replaces and supersedes all previous versions of the *Guide* and other previously issued guidance.

The Department of Justice and the Department of the Treasury may make further decisions and issue guidance independent of this *Guide* to ensure the integrity of the Program. In addition to the *Guide* and other guidance issued by the Department of Justice and Department of the Treasury, the Equitable Sharing Program is subject to other applicable federal laws, rules, regulations, and Executive Orders.

The *Guide* sets forth the Department of Justice and Department of the Treasury policies applicable to the Equitable Sharing Program. It does not, however, create or confer any legal rights, privileges, or benefits that may be enforced in any way by private parties. See *United States v. Caceres*, 440 U.S. 741 (1979).

I. Asset Forfeiture Programs and Equitable Sharing Overview

Asset forfeiture is the taking of property by the government without compensation because of the property's connection to criminal activity. It is a legal tool that enables the federal government to recover property that can be used to compensate victims of the crime underlying the forfeiture, among other important law enforcement interests.

A. Department of Justice Asset Forfeiture Program

The Department of Justice's (Justice) Asset Forfeiture Program encompasses the seizure, forfeiture, and disposition of assets that represent the proceeds of, or were used to facilitate, federal crimes. The Attorney General exercises statutory authority to manage the Program. See 28 U.S.C. § 524(c)(1) (establishing the Justice Assets Forfeiture Fund (AFF), managed by the Attorney General).

The Asset Forfeiture Program has four primary goals:

1. To punish and deter criminal activity by depriving criminals of property used in or acquired through illegal activities.
2. To promote and enhance cooperation among federal, state, local, tribal, and foreign law enforcement agencies.
3. To recover assets that may be used to compensate victims when authorized under federal law.
4. To ensure the Program is administered professionally, lawfully, and in a manner consistent with sound public policy.

See Department of Justice, [*The Attorney General's Guidelines on the Asset Forfeiture Program*](#) (July 2018) (*Attorney General's Guidelines*)

The AFF receives the proceeds of forfeiture made pursuant to laws enforced or administered by members of Justice's Asset Forfeiture Program. Thirteen agencies, including Justice agencies and components as well as non-Justice agencies, comprise the Asset Forfeiture Program's membership:

- Asset Forfeiture Management Staff, Justice Management Division
- Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
- Drug Enforcement Administration (DEA)
- Federal Bureau of Investigation (FBI)
- Money Laundering and Asset Recovery Section (MLARS), Criminal Division
- Organized Crime Drug Enforcement Task Forces (OCDETF)
- U.S. Attorney's Offices (USAO)
- U.S. Marshals Service (USMS)
- U.S. Department of Agriculture – Office of Inspector General (USDA-OIG)
- U.S. Department of Defense – Defense Criminal Investigative Service (DCIS)

- U.S. Department of State – Bureau of Diplomatic Security (DSS)
- U.S. Food and Drug Administration – Office of Criminal Investigations (FDA-OCI)
- U.S. Postal Inspection Service (USPIS)¹

B. Department of the Treasury Asset Forfeiture Program

By separate statutory authority, the Department of the Treasury (Treasury) manages the Treasury Asset Forfeiture Program. *See* 31 U.S.C. § 9705(a) (establishing the Treasury Forfeiture Fund (TFF), managed by the Secretary of the Treasury). Like Justice’s Asset Forfeiture Program, the Treasury Asset Forfeiture Program also has four priorities:

1. To administer and manage the Treasury Forfeiture Fund (TFF) program in a fiscally responsible manner that seeks to minimize administrative costs and maximize the benefits for law enforcement and the compensation of eligible victims;
2. To ensure program policies protect due process rights of individuals;
3. To focus resources on strategic cases and investigations that result in actions against high profile criminals and criminal enterprises to affect the greatest financial damage to criminal organizations; and
4. To foster a strong working relationship between federal and state or local law enforcement agencies.

See [Department of the Treasury, Treasury Executive Office for Asset Forfeiture](#) (TEOAF).

The TFF receives the proceeds of forfeitures made pursuant to laws enforced or administered by Treasury and Department of Homeland Security law enforcement agencies. TFF member agencies are:

- U.S. Immigration and Customs Enforcement – Homeland Security Investigations (HSI)
- Internal Revenue Service – Criminal Investigation (IRS-CI)
- U.S. Secret Service (USSS)
- U.S. Customs and Border Protection (CBP)
- U.S. Coast Guard (USCG)
- Other agencies as defined by statute. *See* 31 U.S.C. § 9705(o)

¹ Participation in an investigation led by the U.S. Postal Inspection Service may result in equitable sharing that is paid from the U.S. Postal Inspection Service Forfeiture Fund. These payments are considered Justice equitable sharing funds for the purpose of this *Guide*.

C. Equitable Sharing Program

One of the ancillary benefits of asset forfeiture is the potential to share federal forfeiture proceeds in appropriate cases with cooperating state, local, and tribal law enforcement agencies through equitable sharing. Through equitable sharing, any state, local, or tribal law enforcement agency that directly participates in a law enforcement effort that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture.²

The Equitable Sharing Program (Program)³ is an important aspect of the Justice and Treasury Asset Forfeiture Programs. Federal law authorizes the Attorney General and the Secretary of the Treasury to share federally forfeited assets with participating law enforcement agencies.⁴ The exercise of this authority is discretionary and limited by statute. The Attorney General and the Secretary of the Treasury are not required to share assets in any case. Participation in an investigation with a member of the Justice Asset Forfeiture Program may result in equitable sharing paid from Justice's AFF, while participation in an investigation with a Treasury Asset Forfeiture Program member agency may result in equitable sharing paid from Treasury's TFF.

The Program enhances cooperation among federal, state, local, and tribal law enforcement by providing valuable additional resources to state, local, and tribal law enforcement agencies assisting with investigations into violations of federal laws. However, the Program is designed to supplement and enhance, not supplant, appropriated agency resources.

In addition, by statute, the Attorney General and the Secretary of the Treasury must also ensure that any asset transferred to a participating agency through the Program:

- (A) has a value that bears a reasonable relationship to the degree of direct participation of the state or local agency in the law enforcement effort resulting in the forfeiture, taking into account the total value of all property forfeited and the total law enforcement effort as a whole; and with respect to the violation of law on which the forfeiture is based; and
- (B) will serve to encourage further cooperation between the recipient state or local agency and federal law enforcement agencies.⁵

² By policy change in early 2023, both the Justice and Treasury Programs no longer allow tangible or real property to be directly shared with or transferred to a state or local law enforcement agency. This includes but is not limited to vehicles, vessels, computers, electronic equipment, and real property.

³ In this *Guide*, "Program" refers to both the Department of Justice and the Department of the Treasury Equitable Sharing Programs collectively, unless otherwise noted.

⁴ [21 U.S.C. § 881\(e\)\(1\)\(A\) & \(3\)](#), [18 U.S.C. § 981\(e\)\(2\)](#), and [19 U.S.C. § 1616a](#); [31 U.S.C. § 9705\(b\)\(4\)\(A\)](#) and [\(b\)\(4\)\(B\)](#). See also [Attorney General's Guidelines](#), Sec. V.G. (authorizing equitable sharing with state, local, and tribal law enforcement agencies).

⁵ [21 U.S.C. § 881\(e\)\(3\)](#).

Not all law enforcement efforts will result in equitable sharing. Distributions to owners, lienholders, federal financial institution regulatory agencies, and victims, and federal retention, take precedence over equitable sharing. See [*Attorney General's Guidelines*](#), Sec. V.G. and [*Guidelines for TFF Agencies on Processing Refunds*](#), Sec. V.A. at 6. In addition, domestic equitable sharing can occur only after victims have been compensated in full, and after any international sharing is completed. See Justice, [*Asset Forfeiture Policy Manual*](#) (2023) (*Policy Manual*), Chap. 8, Sec. X, and [*Guidelines for TFF Agencies on Processing Refunds*](#), Sec. II at 2.

II. Which Agencies May Participate in the Equitable Sharing Program?

A. Eligible Agencies

Determinations of agency eligibility to participate in the Program lie solely within the discretion of Justice and Treasury.

1. State, Local, or Tribal Law Enforcement Agencies

Only state, local, or tribal law enforcement agencies may participate in the Program. For purposes of the Program:

- A *law enforcement agency* means a state, local, or tribal government agency authorized to engage as its primary function in the investigation, apprehension, or prosecution of individuals suspected or convicted of offenses against the criminal laws of the United States or of any state, county, municipality, or territory of the United States.⁶
- A *primary function* means one that: (1) occupies a clear majority of the agency's working time over a typical work cycle; and (2) is performed on a regular and recurring basis by the agency and a majority of its officers, employees, and agents. Functions that are of an emergency, incidental, or temporary nature are not considered primary even if they amount to a majority of an agency's working time.

Furthermore, a law enforcement agency is primarily composed of, or employs, individuals designated or qualified under state statutes as peace officers tasked with the prevention, investigation, or prosecution of criminal violations and the apprehension of suspects. These officers exercise full police powers and perform full police duties, such as investigating and making arrests for all types of criminal activity, seizing property, executing warrants and court orders, serving subpoenas, and carrying firearms. Traditional law enforcement agencies generally include city, district, local, county, state, or tribal police, sheriff, or highway patrol departments, and state or local prosecutors' offices.

Agencies that have limited or specialized law enforcement duties generally do not qualify. For example, an agency such as a comptroller's office, fire marshal, or regulatory or licensing agency whose primary mission is not law enforcement but has a unit that primarily investigates specific types of criminal activities does not qualify as a law enforcement agency for purposes of the Program. Likewise, governmental entities that do not employ their own police departments, such as those that obtain police services through a contract with another agency, do not meet the definition of a law enforcement agency.

2. State and Local Prosecutorial Agencies

State and local prosecutorial agencies are eligible to receive equitable sharing for assistance they provide in federal forfeiture cases based on the level of contribution to the total law enforcement effort. In addition, an agency may be eligible for sharing if it cross-designated a state or local attorney as a Special Assistant U.S. Attorney (SAUSA) to handle the federal forfeiture or related criminal cases in federal court.

⁶ For the purposes of this provision, prosecutors and members of the National Guard are considered sworn law enforcement personnel.

3. State National Guard Counterdrug Unit

A state National Guard generally does not meet the criteria for participation in the Program as a law enforcement agency because its primary mission serves a military or other non-law enforcement purpose. An individual National Guard Counterdrug Unit, however, may be eligible to participate in the Program if it is a distinct unit of a state National Guard that has counterdrug activities as its primary mission and it receives funding solely for this purpose. To be eligible, the unit must report to a State's or Territory's jurisdiction when not federalized.

Justice and Treasury determine whether individual National Guard units are eligible to participate in the Program on a case-by-case basis. Once Justice or Treasury determines that a state National Guard unit is eligible, the state National Guard unit participates in the Program in the same manner as any other state, local, or tribal law enforcement agency.

B. Ineligible Agencies

1. Task Forces

Task forces are not eligible to participate as Program members because they are not separate law enforcement agencies. However, equitable sharing based on a task force's participation in an investigation that resulted in a forfeiture may be awarded in one of two ways:

- a. ***Payment to a Fiduciary Agency:*** Agencies participating in task forces may designate one task force member agency to serve as the fiduciary agency for the task force. The fiduciary agency must be a Program participant, must be compliant with the Program guidelines and reporting requirements, and must be an active participating member of the task force. Funds awarded directly to the fiduciary agency constitute the fiduciary agency's funds and must be maintained by the fiduciary agency's jurisdiction. The fiduciary agency may earmark funds for use in support of the task force's operations, but may not distribute equitably shared funds to individual task force member agencies, including upon dissolution of the task force.
- b. ***Payment to Individual Task Force Agencies:*** Compliant state, local, and tribal law enforcement agencies participating in task forces may request and receive equitable sharing payments under their individual NCIC codes by filing an individual Justice DAG-71 or Treasury TD F form.

The task force fiduciary agencies or any task force member agencies may purchase or lease equipment and other tangible items as well as pay direct operational expenses such as leases, utilities, and cell phones for the benefit of the task force. However, agencies may not transfer shared funds to task forces or pay for unspecified or impermissible operational expenses such as overtime or travel and per diem for personnel from other agencies on the task force. All limitations in [Section V.B.2.](#) apply. The agency expending funds must report the expenditure and maintain ownership and control of any tangible items. Should the task force dissolve or the fiduciary withdraw, all equipment must be returned to the purchasing agency. This ensures that audit and regulatory requirements are met under the Single Audit Act Amendments of 1996 and Office of Management and Budget (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

2. Federal Agencies

Federal agencies are not eligible to receive equitable sharing funds. However, federal agencies that (1) are participating members of the Justice or Treasury Asset Forfeiture Programs and (2) contribute with state, local, or tribal law enforcement agencies to a federal forfeiture action may be eligible to seek a “federal contribution” to the agency’s forfeiture fund. The federal contribution is a percentage of the total forfeiture representative of the federal agency’s contribution to the law enforcement action.

Federal agency participants in the Justice or Treasury Asset Forfeiture Programs must seek a federal contribution via submission of the Federal Contribution Form (FCF), and must follow their agency policy regarding that submission. The percentage awarded will be based on work hours and qualitative contributions for efforts leading to the forfeiture. Any award will be made to the participating agency’s forfeiture fund (*i.e.*, the AFF or the TFF), and not the agency directly. See [Policy Manual](#), Chap. 15.

In no instance will any persons from a federal agency maintain control of shared funds, direct or approve the use of shared funds, sign as the Agency Head or the Governing Body Head on an Equitable Sharing Agreement and Certification (ESAC), or certify a DAG-71 or TD F.

3. Non-Governmental Entities

Non-governmental entities, including non-profit organizations and public or private corporations or institutions, are not eligible to participate in the Program.

III. How Do Agencies Participate in the Equitable Sharing Program?

A. Joining the Equitable Sharing Program

To become a Program participant, agencies must submit an ESAC and affidavit to the Money Laundering and Asset Recovery Section (MLARS). Agencies must also ensure individuals involved in the administration of Program funds complete training. Once agencies have attended training and MLARS reviews and accepts the ESAC, the agency is placed into compliance.

All participating agencies must submit an Automated Clearing House (ACH) Vendor form to Justice and to Treasury per instructions on each Program's ACH form. Separate accounts or account codes must be established for Justice and Treasury funds; therefore, agencies must send a separate ACH form to Justice and to Treasury. ACH forms are available on Justice's and Treasury's respective websites. If an agency's banking information changes, it must submit an updated ACH form to Justice and to Treasury. Agencies may only include account and routing information for accounts assigned to their agency. Agencies must also be registered in the federal government's System for Award Management ([SAM.gov](https://sam.gov)). [SAM.gov](https://sam.gov) assigns the agency a Unique Entity Identification (UEI) number that must be included on the ACH forms. Equitable sharing distributions cannot be processed without a correct SAM UEI on file with Justice or Treasury.

Agencies with law enforcement functions but not typically identified as traditional law enforcement agencies are subject to a separate review to determine their eligibility to participate in the Program. These agencies must demonstrate that they fall within the definition of a law enforcement agency, as defined in [Section II.A.1](#).

B. Compliance

Compliance with state, local, or tribal legislation addressing federal equitable sharing is the responsibility of the Program participant. Justice and Treasury may suspend agencies where compliance with state, local, and tribal laws and Program guidelines is not possible.

1. ESAC Compliance

To participate in the Program, eligible agencies must first submit, and annually resubmit, an ESAC signed by both the head of the law enforcement agency and the head of the governing body with budgetary authority over the law enforcement agency. By signing the ESAC, the signatories agree to be bound by, and comply with, the federal statutes and Justice and Treasury policies—including policies on the appropriate law enforcement purposes and functions of forfeiture—governing the Program. See [Section VII.A](#).

Any breach of the ESAC agreement by a state, local, or tribal law enforcement agency may render it non-compliant or ineligible to receive equitable sharing payments. Participation may be barred on either a temporary or permanent basis, and in some cases, an agency's pending equitable sharing distributions may be permanently extinguished where a requesting agency has failed timely to submit an ESAC or ACH form or has failed to meet any other requirements as set forth in this *Guide*. See [Section VII](#). While federal investigative agencies and U.S. Attorney's Offices have no affirmative obligation to monitor an agency's eligibility, they are obliged promptly to report to MLARS any information that might affect an agency's eligibility to participate in the Program.

To remain compliant, agencies must file the ESAC annually, even if agencies do not receive sharing during that particular reporting period.

2. Civil Rights Compliance

Agencies must comply with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 ([42 U.S.C. § 2000d et seq.](#)), Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), Section 504 of the Rehabilitation Act of 1973 ([29 U.S.C. § 794](#)), and the Age Discrimination Act of 1975 ([42 U.S.C. § 6101 et seq.](#)). These prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. Agencies must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency, consistent with Justice and Treasury requirements. Agencies also must agree to comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. § 42.106(b) and 31 C.F.R. § 22.6(b).

C. Participating in a Federal Forfeiture

To receive an equitable share, an agency must assist in the law enforcement effort resulting in federal forfeiture. Generally, if a criminal prosecution and forfeiture is legally possible in the jurisdiction processing the prosecution, the forfeiture action should follow the criminal prosecution, whether state or federal. See [Policy Manual](#), Chap. 3; Chap. 5. The federal government should pursue federal administrative or judicial forfeiture where there is a pending federal criminal investigation or prosecution.

Under certain circumstances, however, a state, local, or tribal law enforcement agency may seize property under state law, without federal oversight or involvement, and a federal agency later takes the seized property into its custody and uses a federal forfeiture proceeding to forfeit the property. This is known as an “adopted” forfeiture, or an adoption. See [Policy Manual](#), Chap. 3, for a discussion of the policies governing adoptions. A state or local law enforcement agency transferring property to the federal government for forfeiture must comply with all applicable state laws and regulations pertaining to the turnover of assets for adoption or the release of assets from state jurisdiction.

Net equity and value thresholds apply to assets seized for federal forfeiture. See [Policy Manual](#), Chap. 1. State, local, or tribal law enforcement agencies should consult the federal seizing agency for any agency-specific minimum monetary or equity thresholds and seizure planning requirements.

IV. What Is the Process to Apply for and Receive a Share?

A. Requesting an Equitable Share

1. Department of Justice-Led Investigations

If state law permits, a participating state, local, or tribal law enforcement agency may request a share of federally forfeited assets by electronically submitting a DAG-71 to the federal seizing agency through Justice's eShare Portal. The requesting agency must complete a separate DAG-71 for each asset for which it requests sharing. An agency may not file a DAG-71 on behalf of another agency.

Agencies may submit sharing requests at any time following the seizure, but no later than 45 days after forfeiture. Agencies must include a waiver request with any sharing requests submitted after 45 days following the forfeiture. The lead agency for forfeiture determines whether to grant the waiver.

The agency must include in its DAG-71 both work hours contributed and a detailed narrative of the agency's contribution to the law enforcement effort resulting in federal forfeiture of the asset. The agency is responsible for providing the decision maker enough information to adequately evaluate the qualitative and quantitative contributions. The decision maker may request additional information or clarification from the requesting agency. Without adequate information to describe the requesting agency's contribution to the forfeiture, the decision maker may not award a share that fully captures the requesting agency's contributions, or may deny the request.

A task force fiduciary agency may submit one DAG-71 under its NCIC code on behalf of a task force that participated in a seizure resulting in federal forfeiture of the asset. The fiduciary agency's DAG-71 must include the total work-hour and qualitative contributions of all task force member agencies in the investigation. The fiduciary must also submit any memorandum of understanding (MOU) or task force agreement governing task force members' pre-arranged sharing agreements. See [Section II.B.1](#).

Agencies must certify that the information they provide on the DAG-71 is true and accurate. Providing falsified information on the DAG-71 could, among other things, result in the agency's suspension or expulsion from the Program.

No sharing decisions will be made until after the forfeiture is complete. No sharing request will be accepted and processed after a sharing decision has been made by the decision maker.

2. Department of the Treasury-Led Investigations

If state law permits, a participating state, local, or tribal law enforcement agency may request a share of federally forfeited assets by submitting a TD F form to the federal agency processing the forfeiture. An agency may not file a TD F on behalf of another agency.

If multiple assets are seized in a single investigation, a requesting agency may file one TD F with an attached listing of all the assets for which the agency requests a share.

Agencies may submit sharing requests at any time following the seizure, but no later than 45 days after forfeiture. Agencies must include a waiver request with any sharing requests submitted after 45 days following the forfeiture. The lead agency for forfeiture determines whether to grant the waiver.

The agency must include in its TD F both work hours contributed and a detailed narrative of the agency's contribution to the law enforcement effort resulting in federal forfeiture of the asset. The agency is

responsible for providing the decision maker enough information to adequately evaluate the qualitative and quantitative contributions. The decision maker may request additional information or clarification from the requesting agency. Without adequate information to describe the requesting agency's contribution to the forfeiture, the decision maker may not award a share that fully captures the requesting agency's contributions, or may deny the request.

A fiduciary agency may submit one TD F under its NCIC code on behalf of a task force that participated in a seizure resulting in federal forfeiture of the asset. The TD F must include the total workhour and qualitative contributions of all task force member agencies in the investigation. The fiduciary must also submit any memorandum of understanding (MOU) or task force agreement governing task force members' pre-arranged sharing agreements. Shared funds will be awarded to the fiduciary agency. Funds awarded directly to the fiduciary agency constitute the fiduciary agency's funds and must be maintained by the fiduciary agency's jurisdiction. The fiduciary agency may earmark funds for use in support of the task force's operations but may not distribute equitably shared funds to individual task force member agencies. If a fiduciary agency submits a TD F on behalf of a task force, task force member agencies may not submit individual sharing requests.

Agencies must certify that the information they provide on the TD F is a true and accurate statement of the agency's activities. Providing falsified information on the TD F could, among other things, result in the agency's suspension or expulsion from the Program.

No sharing decisions will be made until after the forfeiture is complete. No sharing request will be accepted and processed after a sharing decision has been made by the decision maker.

B. Calculating Shares

Percentages allocated to a law enforcement agency must bear a reasonable relationship to the agency's direct participation in the law enforcement effort resulting in the federal forfeiture. The decision maker ordinarily determines percentages by comparing the number of work hours expended by each agency participating in the federal forfeiture, including all federal, state, local, and tribal agency contributions.

Where the work hours alone do not reflect the contribution of a law enforcement agency, the decision maker considers qualitative factors in making adjustments to the sharing percentage. The decision maker may consider:

- the inherent importance of the contributing activity;
- whether the agency otherwise entitled to an adjustment would already receive a comparatively large share based on reported work hours;
- whether the agency originated the investigation or information leading to the seizure;
- whether the agency provided and articulated specific unique or indispensable assistance; or
- whether the agency seized one or more assets that were forfeited in non-federal proceedings during the same investigation.

Any of these qualitative factors may warrant an increase or decrease in the percentage awarded to an agency. The decision maker has discretion to determine on a case-by-case basis whether and how much to adjust the sharing allocation.

No sharing request or recommendation, including shares negotiated in a task force MOU or other agreement, is final until the federal decision maker approves it. The decision maker may consider an agency's contribution in comparison to hours expended by all investigative agencies, regardless of their Program participation. Sharing for non-participating agencies is retained in Justice's AFF or Treasury's TFF.

1. Federal Contribution

All forfeitures that result in proceeds available for equitable sharing have federal involvement. The decision maker must obtain and review the work hours and qualitative contributions of all federal agency participants when determining the appropriate amount to retain in the AFF or TFF for equitable sharing. The decision maker will evaluate federal participation in the same manner as state, local, and tribal participation, using work hours and qualitative contributions to determine the appropriate federal share. The decision maker may also consider federal prosecutorial contributions when evaluating the federal share.

The *minimum* federal share is 20 percent. In most cases, particularly in federally led investigations, the federal share will exceed 20 percent. The decision maker or federal agency leading the investigation may have more restrictive internal guidelines on the minimum federal share.

2. State, Local, and Tribal Contribution

The decision maker must review the reported work hours and qualitative contributions of all participating state, local, and tribal agencies and determine the appropriate share to award to each agency after considering all federal, state, local, and tribal agency contributions to the law enforcement effort resulting in federal forfeiture.

3. Task Force Contribution

Many task forces involving federal, state, local, and tribal law enforcement agencies have pre-arranged, written equitable sharing MOUs or agreements based upon relative numbers of personnel and other contributions to the task force operation.

Justice and Treasury will generally honor written sharing MOUs or agreements that were in place *prior* to the onset of the law enforcement effort resulting in federal forfeiture. The agreement must be current, in writing, and signed by the head of each agency that participates in the task force, and must contain the pre-arranged sharing percentages that reflect overall agency investigative, financial, or administrative contributions to the task force. The decision maker will not honor any verbal sharing agreements. If an agency requests sharing pursuant to a task force agreement or MOU, the agreement must be submitted to the decision maker along with the DAG-71 or TD F. Approved sharing will be disbursed directly to the member agencies unless the task force has appointed a fiduciary agency. If the task force has appointed a fiduciary agency, approved sharing will be disbursed directly to the fiduciary agency.

Funds awarded directly to the fiduciary agency constitute the fiduciary agency's funds and must be maintained by the fiduciary agency's jurisdiction. The fiduciary agency may earmark funds for use in support of the task force's operations but may not distribute equitably shared funds to individual task force member agencies. If a fiduciary agency submits a DAG-71 on behalf of a task force, task force member agencies may not submit individual sharing requests.

The decision maker may allocate percentages to the individual member agencies based on the agencies' participation in the task force rather than any specific officer's participation in the law enforcement effort leading to forfeiture. Funds awarded to each individual agency will be the individual agency's funds and must be maintained by the individual agency's jurisdictions.

If a federal law enforcement agency is a member of a task force, and the task force chooses to include the federal agency in its pre-arranged sharing percentages, the MOU must reflect the work hours and contributions of the federal agency and the federal share. Regardless of whether any federal agency is included in pre-arranged sharing percentages, the minimum federal share is 20 percent.

4. Spin-off Investigations

Agencies may share intelligence information that leads to spin-off investigations and additional federal forfeitures. In limited instances, on a case-by-case basis, the decision maker may approve sharing to an agency that provided critical intelligence information essential to that forfeiture but did not actively participate in the subsequent law enforcement effort resulting in federal forfeiture.

5. Distribution Cap

An agency may receive up to \$10 million in Justice funds and \$10 million in Treasury funds each federal government fiscal year. Calculated sharing in excess of this cap will remain in the appropriate federal forfeiture fund to support nationwide law enforcement efforts.

C. Department of Justice Equitable Sharing Deciding Authorities

All decision makers must exercise due diligence when reviewing and considering work hours and qualitative factors to ensure consistency and uniformity Program-wide when determining shares.

1. Federal Investigative Agency

If the total appraised value of all the assets forfeited in a single administrative declaration of forfeiture is less than \$1 million, the investigative agency determines the appropriate equitable share for each asset and requesting agency.

2. United States Attorney

If the total appraised value of all the assets forfeited in a single judicial forfeiture order is less than \$1 million, the United States Attorney, or a designee, determines the appropriate equitable share for each asset and requesting agency.

3. Department of Justice, Criminal Division

In multi-district cases or cases where the total appraised value of all the assets forfeited in a single administrative or judicial forfeiture is equal to or greater than \$1 million, the Criminal Division determines the appropriate equitable share of each asset. Property forfeited under a single judicial order cannot be split up or separated for sharing decisions. This means, for example, it is not permissible that only those individual assets with values equal to or greater than \$1 million are sent to the Criminal Division for sharing decisions. See [Policy Manual](#), Chap. 15.

D. Department of the Treasury Equitable Sharing Deciding Authorities

1. Federal Investigative Agency

In all forfeiture cases, whether judicial or administrative, where the total appraised value of the assets in a single forfeiture order or declaration is less than \$1 million, the federal investigative agency exercises the authority to approve equitable sharing.

Forfeited assets valued at less than \$1 million that involve foreign sharing require approval from the Director of the Treasury Executive Office for Asset Forfeiture (TEOAF).

2. Department of the Treasury, Treasury Executive Office for Asset Forfeiture

Where the total appraised value of all assets contained in a single forfeiture order or declaration is equal to or greater than \$1 million, the Director of TEOAF must approve the amount of the equitable share.

In all judicial forfeitures, regardless of value, the United States Attorney's Office pursuing the forfeiture shall be given the opportunity to provide input on all recommendations for equitable sharing.

E. Common Causes of Sharing Payment Delay

Equitable sharing occurs only after the federal forfeiture has been completed, the United States has taken clear title to the property, the property has been sold or otherwise disposed of as provided by law, third parties and victims have been fully compensated, any international sharing has been approved, and a final sharing decision has been made by the appropriate decision maker. Certain factors may delay sharing:

1. If the agency submits an incomplete or deficient DAG-71 or TD F, the agency must provide the missing or additional information before the decision maker renders a decision on sharing. The decision maker cannot evaluate the sharing request without adequate information.
2. If the agency is not registered in [SAM.gov](https://www.sam.gov), or if the agency has incomplete or incorrect banking information on file with Justice or Treasury, Justice and Treasury cannot process sharing payments.
3. If the agency is required to certify it is eligible to receive a federal equitable sharing payment and fails to certify, Justice and Treasury cannot process the sharing payment.
4. Distribution in equitable sharing cases involving forfeited assets with a total value of \$1 million or more requires the approval of the Criminal Division for Justice forfeitures or TEOAF for Treasury forfeitures. These additional levels of approval extend the review time.

F. Sharing Is Always Based on Net Proceeds

Equitable sharing is always based on the net proceeds of the forfeiture. Certain amounts must be deducted from the gross receipts to calculate net proceeds:

Gross Receipts	From forfeiture or the sale of forfeited property
Less	Qualified third-party interests (<i>e.g.</i> , valid liens or mortgages) Payments to victims Federal case-related expenses (<i>e.g.</i> , advertising costs, out-of-pocket investigative or litigation expenses) Federal property management and disposition expenses (<i>e.g.</i> , appraisal, storage, security, sale) Awards paid to federal informants Payments for the services of experts and consultants hired to assist in asset identification, seizure, management, forfeiture, or disposition International sharing Reimbursements relating to the seizure from the Justice Assets Forfeiture Fund or the Treasury Forfeiture Fund to the requesting agency (<i>e.g.</i> , overtime, leased space)
Equals	Net proceeds of the forfeiture

Federal law provides that sharing is discretionary. Therefore, any equitable sharing payments to be disbursed to state, local, or tribal law enforcement agencies that would amount to less than \$500 will be extinguished and the funds will remain in the appropriate forfeiture fund.

In addition, federal budgetary constraints such as sequestration and rescissions may affect equitable sharing disbursements, regardless of any calculation of net proceeds or sharing percentages of a specific forfeiture.

V. What Are the Uses of Equitably Shared Funds?

Equitable sharing can provide valuable resources that may not have otherwise been available to state, local, and tribal law enforcement agencies. Equitably shared funds must be used in accordance with governing law and policy, this *Guide*, and all applicable federal laws, rules, regulations, and Executive Orders. Agencies may use equitably shared funds only for law enforcement purposes that directly supplement the agency's appropriated resources. State, local, or tribal law enforcement agencies will not receive equitable sharing if the governing body or state, local, or tribal law, regulation, or policy requires or directs (1) specific expenditures of shared funds, (2) the transfer of federal equitable sharing funds to non-participating law enforcement agencies, or (3) expenditures for non-law enforcement purposes.

Equitably shared funds constitute federal financial assistance and are subject to the provisions of the Code of Federal Regulations (CFR) applicable to a Direct Payment for Specified Use. Agencies must use equitable sharing funds in a reasonable and necessary manner, and must not create the appearance of or actual waste, extravagance, or impropriety.

To avoid a conflict of interest or the appearance of a conflict of interest, no jurisdiction or agency, or personnel of the jurisdiction or agency or immediate family members of such personnel, may purchase, either directly or indirectly, federally forfeited property if the jurisdiction, agency, or personnel were involved in a law enforcement effort that led to the forfeiture of the property.

A. General Guidance on Supplantation and Budgeting

1. Supplantation

Equitably shared funds must be used to increase or supplement the resources of the receiving state, local, or tribal law enforcement agency. Shared funds shall not be used to replace or supplant the agency's appropriated resources. The recipient agency must benefit directly from the sharing. In determining whether supplantation has occurred or could occur, Justice or Treasury will examine the law enforcement agency's budget as a whole and allow agencies to use equitable sharing funds for any permissible purpose as long as shared funds increase the entire law enforcement budget. Justice or Treasury may terminate sharing with law enforcement agencies that are not permitted by their governing body to benefit directly from equitable sharing.

Example of Improper Supplantation: A police department receives \$100,000 in federal equitable sharing only to have its budget cut \$100,000 by the city council. In this instance, the police department has received no direct benefit from equitable sharing whatsoever. Rather, the city as a whole has received the benefit of the sharing.

2. Anticipated equitably shared funds should not be budgeted

Agencies should not obligate or budget anticipated equitable sharing receipts. Agencies may not commit to spending shared funds in advance. For example, if a local law enforcement agency files a DAG-71 or TD F and anticipates a 50 percent share of \$100,000, the anticipated \$50,000 should not be obligated or budgeted. Reasons for this include litigation and policy uncertainties, such as: (1) whether the forfeiture will be perfected; (2) what amount of equitable sharing the decision maker will approve, if any; and (3) when the forfeiture, decision, and ultimate payment will occur. In contrast, agencies may earmark, create spending plans for, and budget equitable sharing funds already received.

B. Use of Shared Funds

Except as noted in this *Guide*, Program participants shall use equitably shared funds for law enforcement purposes only (“permissible uses”). If an agency is unsure whether a proposed expenditure is permissible, it should email mlars.ESProgram@usdoj.gov for Justice fund expenditures or treas.aca@treasury.gov for Treasury fund expenditures.

Agencies may use equitably shared funds for any permissible agency expenditure, and both sworn and non-sworn law enforcement personnel may use them. The fact that equitable sharing derives from property forfeited by a particular agency unit or as a result of a particular federal violation does not limit its use to purchases only for that unit or to further investigations only for that particular federal violation. If an agency wishes to support a multi-agency expenditure, such as a new payroll system or city municipal building, with a non-law enforcement agency, the law enforcement agency’s costs based on its use may be calculated on a *pro rata* basis.

1. Permissible Uses

- a. **Law enforcement administrative costs**—Administrative costs that further the agency’s law enforcement goals or missions. Examples include recruitment and advertisement costs, agency accreditation, banking and equitable sharing account maintenance fees, or agency membership dues. Memberships and dues for an individual are impermissible. See [Section V.B.2.d.](#)
- b. **Law enforcement training and education**—Training of agency personnel, including investigators, prosecutors, and sworn and non-sworn law enforcement personnel, in any area necessary to perform official law enforcement duties, provided that the employees’ regular duties require knowledge of these topics. Examples include training and conference registration fees, tuition, speaker fees, or costs to produce training curricula on topics such as serving as a canine handler, narcotics detection, defensive tactics, criminal justice, languages, constitutional law, accounting and finance, or forensics. Agencies may not pay for training expenses of non-agency personnel. See [Section V.B.2.i.](#)

Agencies may not donate or transfer funds to associations or organizations providing training.

- c. **Law enforcement, public safety, and detention facilities**—Purchase, lease, or operation of law enforcement, public safety, or detention facilities used or managed by the recipient agency. Examples include the costs of leasing, furnishing, and paying utilities for law enforcement facilities.

Treasury shared funds may also be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, regardless of the size or scope of the project. Examples include new HVAC equipment, paving projects, security fencing, paint and carpeting, or construction materials related to construction projects.

Justice shared funds may **NOT** be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, regardless of the size or scope of the project. See [Section V.B.2.m.](#)

- d. **Law enforcement equipment**—Costs associated with the purchase, lease, maintenance (including repairs or service agreements), or operation of law enforcement equipment for use by law enforcement personnel that supports law enforcement activities. Examples include furniture, audio-visual equipment, office supplies, telecommunications equipment, copiers, safes, fitness equipment, computers, computer accessories and software, body armor, body-worn cameras, cloud data storage, uniforms, firearms and related equipment, ammunition, radios, cellular telephones, electronic surveillance equipment, vehicles (e.g., patrol and unmarked vehicles), and animals and animal-care-related expenses.
- e. **Joint law enforcement and public safety operations**—Costs associated with the purchase of multi-use equipment and operations used by both law enforcement and non-law enforcement personnel. Examples include 911 call center equipment, defibrillators, Naloxone, search and rescue boats, aircraft, and diving equipment. These expenditures are exempt from the pro-rata calculation of law-enforcement-related costs. There must be a law enforcement use; the equipment cannot be solely for non-law enforcement operations, such as fire and EMS vehicles.
- f. **Contracts for services**—Costs associated with a contract for a specific service that supports or enhances law enforcement. Examples include translation and language assistance services, outsourced laboratory testing, staffing and feasibility studies, auditing of equitable sharing funds, Employee Assistance Program services, subject matter expert consultations, grant writing, or software development.

Employment-related contracts or contracts involving inherently law enforcement functions are prohibited. Examples include hiring an attorney, investigator, or civilian personnel to perform tasks typically or previously performed by agency or jurisdiction personnel.

Under no circumstances should any agency enter a contract that bases payment on a percentage of the seizures and forfeitures of the law enforcement agency.

- g. **Law enforcement travel and per diem**—Costs associated with travel and transportation for law enforcement agency personnel to perform or support law enforcement duties and activities. Travel and per diem for personnel from other agencies is not permitted. All related costs must be in accordance with the jurisdiction's travel and per diem policies and must not create actual or the appearance of extravagance, waste, or impropriety.
- h. **Law enforcement awards and memorials**—Costs associated with the purchase of plaques, certificates, commemorative badges, and challenge coins in recognition of a law enforcement achievement, activity, or training. Shared funds may not be used to pay monetary awards in any form, including cash, cash equivalents, or stored value cards.

Shared funds may be used to pay the costs for commemorative plaques, displays, or memorials on law enforcement property to recognize or memorialize a law enforcement officer's contributions, such as a memorial plaque or stone in honor of an agency's officers killed in the line of duty. The plaque, display, or memorial must not create actual or the appearance of extravagance, waste, or impropriety. Justice shared funds may not be used for memorials involving construction. See [Section V.B.2.m.](#)

- i. **Drug, gang, and other prevention or awareness programs**—Costs associated with conducting law enforcement agency awareness programs. Examples include public service announcements, meeting costs, motivational speakers, and items used or distributed by the agency such as child identification kits and anti-crime items, literature, or software.
- j. **Law enforcement initiatives that further investigations**—Costs associated with furthering law enforcement investigations. Examples include reward money paid by the agency or a crime tip organization for information on a completed crime or annual dues paid to a crime tip organization (informant payments excluded, *see* [Section V.B.2.o.](#)), victim or witness expenses (travel or temporary housing), or reimbursement to the jurisdiction for buy-back programs. Agencies are prohibited from having direct access to funds. *See* [Section V.B.2.g.](#) Equitable sharing funds may not directly fund petty cash or secondary accounts, or any other financial instruments to which officers and employees have direct access.
- k. **Overtime**—Costs for overtime and related benefits of current sworn and non-sworn law enforcement agency personnel performing official law enforcement duties. Overtime for personnel from other agencies is not permitted.
- l. **Salaries**—Payment of salary and benefits of a new officer hired to replace an officer assigned to a federal task force or school resource or drug abuse resistance education officer with certain pre-approvals as detailed below. To protect the integrity of the Asset Forfeiture and Equitable Sharing Programs so that the prospect of receiving equitable sharing funds does not influence or appear to influence law enforcement decisions, equitable sharing funds may not be used to pay the salaries and benefits of sworn or non-sworn law enforcement personnel except in these limited situations:

Type	Justice Program Funds	Treasury Program Funds
Task Force Replacement Officer ⁷	Permissible, with annual pre-approval	Impermissible
School Resource Officer (SRO) or Drug Abuse Resistance Education (DARE) Officer ⁸	Permissible, with annual pre-approval	Permissible

To obtain approval to pay the salaries of task force replacement and SRO or DARE officers with Justice equitable sharing funds, agencies must obtain approval annually from MLARS prior to the commencement of the fiscal year in which the salary will be paid. To obtain approval, agencies must submit to MLARS:

⁷ The replacement officer cannot engage in any duties related to the seizure or forfeiture of assets.

⁸ DARE and SRO officer positions can only be funded for the time performing those duties. For example, if an SRO only performs those duties nine months of the year, only the time performing that function may be paid with shared funds.

- Description of position to be paid with Justice equitable sharing funds, estimated cost of position, and proof of staffing levels;
- Documentation demonstrating sufficient Justice equitable sharing funds on hand to pay the estimated annual costs;
- If task force replacement officer: Documentation demonstrating sufficient alternate funds to support the replacement position or a commitment to terminate the replacement position should the TFO leave the federal task force and return to his or her agency;
- If DARE or SRO officer: Documentation demonstrating sufficient alternate funds to support the SRO or DARE officer if the officer does not perform these specialized duties for all 12 months of the year;
- Certification that the agency agrees to abide by all Guide provisions and other applicable policies and guidance related to payment of salaries with shared funds.

Failure to receive approval as detailed above prior to the use of these salary provisions will result in the repayment of funds and denial of any future requests to pay salaries of a DARE, SRO, or task force replacement officer with Justice shared funds.

2. Impermissible Uses

- Use of forfeited property by non-law enforcement personnel**—Personnel from non-law enforcement agencies may not use items purchased with shared funds unless the property is purchased for joint law enforcement and public safety use. See Sections [V.B.1.c](#) and [V.B.1.e](#) for joint public safety facilities and equipment.
- Creation of endowments, scholarships, or grants**—Shared funds may not be used to create or establish endowments, scholarships, or grants.
- Uses contrary to state, local, or tribal laws**—Shared funds and property may not be used for any purpose that would constitute an illegal or improper use of state, local, or tribal law enforcement funds or property under the laws, rules, regulations, and orders of the state, local, or tribal jurisdiction of which the agency is a part. Statutes, policies, and regulations applicable to state forfeiture or sharing do not apply to federal forfeiture or sharing.
- Personal or political use of shared assets**—Shared funds may not be used for any purpose that creates the appearance that shared funds are being used for political gain or personal benefit. Examples include campaign advertisement or paraphernalia, gym memberships, personal professional liability insurance, commercial driver's licenses, passports, non-uniform clothing, and bar, union, or other individual dues or membership fees.
- Purchase of food and beverages**—Shared funds may not be used to pay for food and beverages (alcoholic and non-alcoholic) except for meals for officers engaged in local emergency operations such as during an earthquake or hurricane. This does not apply to food and beverage included in per diem for official travel. See [Section V.B.1.g](#).

- f. **Extravagant or wasteful expenditures and entertainment**—Shared funds must be used prudently and in a manner that avoids any actual or appearance of extravagance, waste, or impropriety. In addition, shared funds may not be used for entertainment expenditures. Examples include tickets to social events, hospitality suites at conferences, entertainers, or meals or travel in excess of per diem.
- g. **Cash on hand, secondary accounts, and stored value cards**—Agencies are prohibited from having access to funds or maintaining cash on-hand. Agencies may not maintain shared funds in multiple accounts, including separate investment or petty cash accounts; purchase prepaid credit cards, stored value cards, or other financial instruments; or engage in any transaction where expenditures are not managed or monitored by the jurisdiction and tracked to ensure permissibility in accordance with this *Guide*. See [Section VI.A.1.](#)
- h. **Transfers to other agencies**—Shared funds may not be transferred to any another agency.
- i. **Purchase of items for other agencies**—Agencies may not use shared funds to purchase equipment or pay other permissible costs for other agencies. The purchasing agency must retain title to and maintain in its inventory any equipment purchased for use by officers assigned to a task force. See [Section II.B.1.](#) for task force operations.
- j. **Payment of expenses for employees of other agencies**—Agencies may not use shared funds to pay expenses for permissible costs for employees of other agencies. Examples include overtime, travel and per diem, and other non-tangible expenses.
- k. **Costs related to lawsuits**—Shared funds may not be used to pay attorneys' fees, settlement payments, or any other related costs of lawsuits involving the agency, its governing body, or its employees.
- l. **Loans and reimbursements**—Shared funds may not be used as advance payment for expenditures being reimbursed or paid by other funds, or to reimburse the jurisdiction for expenses already purchased with general funds. Examples include task force overtime reimbursements or reimbursements for items purchased or paid for with appropriated funds before the agency received sharing funds. If an agency receives an unanticipated reimbursement, such as a rebate or unexpected grant, please consult MLARS or TEOAF for reporting guidance.
- m. **Construction projects**—Justice sharing funds may not be used to pay costs associated with the construction, expansion, or improvement of law enforcement facilities, regardless of the size or scope of the project. Examples include new HVAC equipment, paving projects, security fencing, paint and carpeting, firing ranges, or construction materials related to construction projects. See [Section V.B.1.c.](#) for the use of Treasury funds for construction, expansion, or improvement of law enforcement facilities.
- n. **Donations to community-based organizations**—Shared funds may not be donated to or used to purchase items for community-based organizations.

- o. **Buy or flash money and informant payments**—Shared funds may not be used to pay informants or for flash or buy money. Reward money other than informant payments and payments to Crime Stoppers organizations are permitted. See [Section V.B.1.j](#).
- p. **Money laundering operations**—Shared funds may not be used to support state, local, or tribal undercover money laundering operations that are not part of an approved federal undercover money laundering investigation.
- q. **Salaries**—Shared funds may not be used to pay the salaries and benefits of sworn or non-sworn law enforcement personnel, except as noted in Sections [V.B.1.k](#), or [V.B.1.l](#).

C. Return of Equitably Shared Funds

On occasion, a criminal conviction or forfeiture order may be vacated, or victims and third parties—who must be paid in full prior to any equitable sharing—may be identified after equitable sharing payments have been disbursed. In those instances, MLARS and TEOAF require agencies to return previously disbursed equitable sharing. If the agency has approved sharing that has not yet been disbursed, MLARS or TEOAF may permit the agency to offset the amount due against future sharing.

D. Treasury Offset Program

The Treasury Offset Program (TOP) offsets and levies federal payments, including equitable sharing payments, to collect delinquent debts owed to the United States and to states as required by the Debt Collection Improvement Act of 1996 and other laws. On occasion, a Program participant may have one or more equitable sharing payments offset to satisfy a debt owed by them or by another entity within its jurisdiction sharing its Tax Identification Number (TIN). Agencies whose funds have been offset should first contact the USMS or Treasury to determine the TIN that was offset. Next, agencies should contact the TOP call center at 800-304-3107 to determine the amount of and reason for the debt. Agencies with offset funds should seek reimbursement from the delinquent entity within the jurisdiction responsible for the debt, not from the AFF or the TFF, to ensure that funds are used for law enforcement purposes in accordance with this *Guide*. Any unreimbursed offset funds must be reported on the ESAC as a non-categorized expenditure.

VI. What Are the Accounting Procedures and Requirements for Shared Proceeds?

All participating state, local, and tribal law enforcement agencies must implement standard accounting procedures and internal controls that are consistent with this *Guide* to track equitably shared funds and items purchased with shared funds. At any time, Justice or Treasury may request documents related to equitable sharing, conduct an audit or compliance review, or implement additional reporting requirements and spending plans. Agencies must track and maintain separately equitable sharing funds received from Justice and Treasury.

A. Bookkeeping Procedures and Internal Controls

A state, local, or tribal Program participant must:

1. **Maintaining and Administering Funds:** Maintain equitable sharing funds with the jurisdiction and administer funds in the same manner as the jurisdiction's appropriated funds. Funds must follow all jurisdiction policies and procedures regarding procurement and approvals. The jurisdiction must administer and maintain bank accounts, accounting codes, and other financial documents in the same manner as appropriated funds. Agencies are prohibited from maintaining or having direct access to federally shared funds.
2. **Accounts/Accounting Codes:** Establish separate Justice and Treasury accounts or accounting codes within the jurisdiction's financial management system to track both revenues and expenditures, and interest if interest-bearing, for each respective Program. No other funds may be commingled in these accounts or with these accounting codes.
3. **Procurement:** Process all expenditures and payments in the same manner as appropriated funds, including procurement and payment transactions.
4. **Interest Income:** Deposit all interest earned on equitable sharing funds into the respective account or accounting code. All interest is subject to the same use restrictions as equitable sharing funds. Losses to funds maintained in investment accounts in accordance with the jurisdiction's policies may not be allocated to or deducted from the equitable sharing account.
5. **Standard Operating Procedures:** Maintain and follow written policies for accounting, bookkeeping, inventory control, and procurement that comply with the applicable provisions of the OMB *Uniform Administrative Requirements, Costs, Principles, and Audit Requirements for Federal Awards* or any subsequent updates and jurisdiction policies. Ensure distribution of relevant policies to all appropriate personnel.
6. **Inventory Tracking:** Inventory and track all items purchased with equitable sharing funds. All items with serial numbers must be tracked, regardless of jurisdiction value thresholds for inventory tracking. Property purchased by fiduciary agencies for a task force remains the purchasing agency's equipment and must be tracked in the purchasing agency's inventory management system.
7. **Records:** Maintain records of all revenue and expenditures posted to the account or accounting code, including bank and ledger statements, invoices, receipts, required jurisdiction approvals, or any other documents used or created during the procurement process.

8. **Agency Approvals:** Ensure the law enforcement agency head, or designee, authorizes all expenditures from the sharing accounts.
9. **Jurisdiction Approvals:** Obtain approval for expenditures from the governing body, such as the board of commissioners or city council, in accordance with jurisdiction policy.
10. **ESAC Reporting:** Record and report all transactions consistent with the jurisdiction's reporting methods, whether reporting as cash, accrual, or modified accrual-based accounting.
11. **Disposal and Sales Proceeds:** Dispose of items purchased with shared funds in accordance with the agency's disposal policies. To the extent practicable and if consistent with the agency's procurement and disposal policies, deposit proceeds or insurance reimbursements from the sale or disposal of such property into the agency's sharing account or accounting code.
12. **Vendor Registration:** Ensure vendors for all qualified purchases are registered in [SAM.gov](https://sam.gov) and are not suspended or debarred.
13. **Agency Registration:** Maintain an active registration in [SAM.gov](https://sam.gov).
14. **Banking Information:** Ensure bank account information on file with USMS and TEOAF remains current.

VII. What Are the Reporting and Audit Requirements?

To ensure effective management, promote public confidence in the integrity of the Program, and protect the Justice and Treasury Asset Forfeiture Programs against potential waste, fraud, and abuse, Justice and Treasury have established reporting requirements that include the annual submission of the ESAC. The ESAC includes the agency's annual affidavit and details an agency's receipts and expenditures of equitably shared funds for the Program. In addition to complying with other governing law, regulation, and policy, a state, local, or tribal law enforcement agency must be compliant with the use and reporting requirements set forth in this *Guide* to receive any distribution of funds. An agency is considered compliant once MLARS receives, reviews, and approves the ESAC. Because the ESAC captures both Justice and Treasury equitable sharing receipts and expenditures, submission of the ESAC to MLARS constitutes submission to both Justice and Treasury.

The eShare Portal is a Justice online tool that allows agencies to obtain information regarding equitable sharing requests and distributions made by Justice. This information assists with reconciling deposits to the agency's Justice equitable sharing account, as well as tracking and obtaining the status of pending Justice sharing requests. At this time, Treasury does not have a similar online tool; however, distribution reports are available by contacting TEOAF.

A. Agency Status

Agencies may be designated as compliant, non-compliant, or ineligible to participate in the Program. The determination of an agency's status is at the discretion of MLARS and TEOAF.

Compliant: Compliant agencies may receive shared funds and submit requests for future sharing.

Non-Compliant: Non-compliant agencies may not receive funds, but they may submit requests for future sharing. Shared funds pending distribution may be retained in the AFF or TFF until such time as the agency returns to compliance.

Ineligible: Ineligible agencies may not receive funds nor submit requests for future sharing. Shared funds pending distribution will be extinguished and not paid should the agency return to compliance.

B. Equitable Sharing Agreement and Certification (ESAC)

1. **When ESACs are Required:** Agencies receiving, expending, or maintaining shared funds during the fiscal year or with pending sharing must annually submit an ESAC in the eShare portal to remain compliant. If an agency did not receive, expend, or maintain funds in the prior fiscal year, an ESAC is not required to be submitted. However, if the agency does not have a current ESAC on file it will no longer be a compliant Program participant.
2. **Who Must Approve ESACs:** The head of the law enforcement agency and a designated official of the governing body must review and approve the ESAC prior to submission. For the purposes of the Program, the governing body is the governmental entity that allocates appropriated funding to the law enforcement agency. In no instance can any individual from the law enforcement agency sign as the governing body head. By approving the ESAC, the signatories agree to be bound by the statutes, regulations, policies, and guidelines that regulate the Program and certify that the law enforcement agency will comply with these guidelines and statutes.

3. **ESAC Submission Deadline:** Agencies must submit the ESAC within two months after the end of their fiscal year. No extensions to this deadline will be granted. MLARS reviews ESACs in the order received, and agencies will remain non-compliant until MLARS approves the ESAC. For example, if the agency's fiscal year ends September 30, the ESAC must be filed, reviewed, and accepted by November 30 for the agency to remain compliant.

Agencies should ensure all agency and jurisdiction finance personnel contact information remains current. If an agency's administrator to the eShare portal will no longer serve in that capacity, the administrator should appoint a new administrator prior to departure. Agency and jurisdiction finance contact information may be updated at any time in the eShare portal.

C. Extinguishment of Funds

An agency that remains non-compliant for more than one year, or for more than six months with a balance of \$500,000 or more, will be deemed ineligible and MLARS will extinguish all approved sharing pending disbursement. Extinguishments are final and the previously approved funds will remain in the AFF or TFF. Additionally, if an agency required to certify it can receive sharing payments fails to certify, the sharing payment will be extinguished.

D. Audit Requirements

State, local, and tribal law enforcement agencies that receive equitable sharing must comply with the applicable Single Audit Act Amendments of 1996 and *OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, any subsequent updates to this guidance, and other applicable regulations. Per those guidelines, state, local, or tribal governments that expend more than the applicable threshold in federal funds (e.g., Justice or Treasury equitable sharing funds, grants, cooperative agreements) per fiscal year are required to conduct an independent audit.

Justice and Treasury equitable sharing funds are direct payments for specified use. Auditors should consult the Assistance Listing number 16.922 for Justice equitable sharing funds and 21.016 for Treasury equitable sharing funds to determine applicable audit guidance. Expenditures of these funds must be included on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) as federal financial assistance.

On occasion, agencies may be selected by the Justice or Treasury Office of Inspector General, MLARS, TEOAF, or other federal entities, to undergo an audit or other form of review. Agencies must comply with all requests for documents and information. Failure to comply with these requests or failure to implement corrective measures resulting from an audit or other review, may result in temporary or permanent exclusion from the Program.

E. Record Retention

State, local, and tribal law enforcement agencies must retain all documents and records pertaining to their participation in the Program for a period of at least five years. This includes receipts and procurement documentation for all expenditures of shared funds, bank statements, Forms DAG-71 and TD F, ESACs, accounting and bookkeeping documents, logs and records, bank records and statements, and audit reports.

All records may be subject to release under applicable federal, state, and local Freedom of Information Act laws and regulations.

F. Program and Policy Changes

When policies affecting the Program change, MLARS will notify each agency. TEOAF will post Program or policy changes on its [website](#).

VIII. How Does an Agency Terminate Program Participation?

When an agency decides to end its participation in the Program, it must notify MLARS and TEOAF of its decision. MLARS and TEOAF will coordinate with the agency on the disbursement of the agency's remaining funds, if any. The agency will be required to file a final ESAC showing a zero balance. Any pending sharing requests will be extinguished, and those funds will be retained by Justice or Treasury in the AFF or the TFF. If the agency chooses not to spend its remaining funds, the funds must be returned to the AFF or TFF. Funds shall not be transferred to any other entity or agency.

IX. What If Agencies Do Not Comply with Program Requirements?

In addition to laws, regulations, and other policies, this *Guide* is binding upon all state, local, or tribal agencies participating in the Program. No equitable sharing funds or property will be distributed to any state, local, or tribal law enforcement agency that is not a compliant Program participant.

Failure to comply with governing laws, regulations, and policies may subject recipient agencies to consequences such as:

1. Denial or extinguishment of sharing requests,
2. Temporary or permanent exclusion from the Program,
3. Freeze on receipt or expenditure of shared funds,
4. Return of shared funds,
5. Federal civil enforcement actions; or
6. Federal criminal prosecution for false statements under [18 U.S.C. § 1001](#), fraud involving theft of federal program funds under [18 U.S.C. § 666](#), or other federal criminal statutes, as applicable.

MLARS or TEOAF exercises discretion as to the appropriate consequences based on the violation and circumstances of the violation.

An agency or governing body head, or designee, is required to immediately notify MLARS and TEOAF of any allegations of theft, fraud, waste, or abuse involving the seizure or forfeiture of assets or federal equitable sharing funds.



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1101	
From:			
Subject: Discussion and consideration to accept renewal for the Employee Assistance Program (EAP). (Staffed by Human Resources Department.)			
Background: The EAP program was renewed on March 1, 2025 and will expire on September 30, 2026. The current vendor AllOne provides the services at \$1.25 PEPM compared to BCBS at \$1.75 PEPM.			
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 Luz Galindo Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1125	
From:			
Subject: Discussion and consideration to rescind the Employer Paid Group Term Life and AD&D contract award under RFP #2025-26-40 and accept the renewal as submitted by the incumbent vendor. (Staffed by Human Resources Department.)			
Background: The contract award is being rescinded following the underwriter's review and revision of the terms and conditions, which resulted in terms that were unfavorable to the city.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
ADELAIDA VEGA Luz Galindo Xavier Salinas		Created/Initiated New	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: August 18, 2026		Agenda Item No. (to be assigned by CSO): 2026-1126	
From:			
Subject: Discussion and consideration to rescind the Accident policy contract award under RFP #2025-26-39 and accept the renewal as submitted by the incumbent vendor. (Staffed by Human Resources Department.)			
Background: The contract award is being rescinded following the underwriter's review and revision of the terms and conditions, which resulted in terms that were unfavorable to the city.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
NORMA CANTU Luz Galindo Xavier Salinas		Created	
City Manager Comments: Approve as recommended by staff.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			