



City of Combes Proposed Budgets

October 1, 2025-September 30, 2026

Prepared by:

Mayor Silvestre Garcia

Aida Gutierrez, City Administrator

Date:

August 29, 2025- Final- September 8, 2025

Budget Hearing September 8, 2025 at 7:00 pm

This budget will raise more revenue from property taxes than last year's budget by an amount of \$53.59, which is a 8.09 % increase from last year's property tax revenue.

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General Fund

Tab 1

Proposed General and Combined Funds FYE 2025-2026

City of Combes
General Fund 2025-2026

	A	B	C	D
		Tax Rate .70 - .43 M/O .27 I/S	Tax Rate .70 - .48 M/O .22 I/S	
1				
2	General Fund Revenues:	2024-2025	2025-2026	
3				
4	City Ad-Velorum Taxes	\$ 725,020.00	\$ 883,200.00	
5	Debt Ad-Velorum Taxes		\$ 405,000.00	
6	Debt EDC & MDD Debt Recievable		\$ 110,000.00	
7	Sales Tax	\$ 290,000.00	\$ 290,000.00	
8	Franchise Fees	\$ 105,000.00	\$ 85,000.00	
9	Building Permits	\$ 184,000.00	\$ 90,000.00	
10	Municipal Fine Collection	\$ 480,000.00	\$ 440,000.00	
11	Community Center Rental	\$ 2,700.00	\$ 2,700.00	
12	Miscellaneous	\$ 8,500.00	\$ 8,500.00	
13	Tu Salud Si Cuenta Program	\$ 60,000.00	\$ -	
14	Combes Festivities	\$ 3,100.00	\$ 3,000.00	
15	Security Fees		\$ 5,000.00	
16	Technology Fees		\$ 6,500.00	
17	Police Seizure Forfeiture Fund		\$ 16,500.00	
18	Police Federal Forfeiture Fund		\$ 176,940.00	
19	Police Governmental Fees		\$ 7,000.00	
20	Operation Stone Garden Grant	\$ -	\$ 150,000.00	
21	GLO Manhole & Liftstation Grant		\$ 1,840,000.00	
22	HOME Grant		\$ 300,000.00	
23	TOTAL GENERAL and SPECIAL FUND REVENUES:	\$ 1,858,320.00	\$ 4,819,340.00	
24				
25				
26	General Fund Expenditures:			
27				
28				
29	City Council/Mayor			
30				
31	Travel	\$ 5,000.00	\$ 2,500.00	
32	Dues	\$ 570.00	\$ 400.00	
33	Election Expense	\$ -	\$ -	
34				
35	Total:	\$ 5,570.00	\$ 2,900.00	
36				
37	City Administrator/Office Clerk/ General Fund Benefits			
38				
39	City Administrator	\$ 62,400.00	\$ 62,400.00	
40	City Secretary	\$ 36,775.00	\$ 36,775.00	
41	City Permit Clerk	\$ 35,866.00	\$ 35,866.00	
42	Employer Tax	\$ 10,330.59	\$ 14,000.00	
43	Public Works Supervisor		\$ 38,480.00	
44	Building Inspector-Contract	\$ 24,960.00	\$ 24,960.00	
45	Retirement 37-39.48	\$ 7,320.00	\$ 8,880.00	
46	Health Insurance (all general fund employees)	\$ 60,652.00	\$ 73,453.00	
47	Evaluation Salary Increase/OverTime 5% 39-41		\$ 6,725.00	
48	Community Health Wellness Worker	\$ 60,000.00	\$ 34,320.00	
49	Community Health Assistant/Amigos Del Valle	\$ 33,958.00	\$ 13,000.00	
50	Tu Salud Si Cuenta Administration (Frontera Consultants		\$ -	
51	Tu Salud Si Cuenta Exercise Instructors		\$ -	
52	Total:	\$ 332,261.59	\$ 348,859.00	
53				
54	City General Administration			
55				
56	Insurance-Liability	\$ 24,000.00	\$ 24,525.00	
57	Cameron County Appraisal	\$ 10,000.00	\$ 11,500.00	
58	Tec Payable	\$ 900.00	\$ 1,700.00	
59	Bank Charges	\$ 1,000.00	\$ 800.00	
60	Cell Phones-Maintenance Department	\$ 1,700.00	\$ 1,800.00	
61				
62	Total:	\$ 37,600.00	\$ 40,325.00	
63				
64	Municipal Court			
65				
66	Municipal Court Clerk	\$ 29,120.00	\$ 35,360.00	
67	Employer Taxes	\$ 2,230.00	\$ 2,705.00	
68	Retirement-65	\$ 1,578.30	\$ 1,917.00	
69	Judge Expense	\$ 6,240.00	\$ 6,240.00	
70	Magistrate Fees	\$ -	\$ -	
71	State Fines/Fees	\$ 158,400.00	\$ 132,000.00	

City of Combes
General Fund 2025-2026

	A	B	C	D
72	Technology Fee Expense(IT-Computers)		\$ 6,500.00	
73	Security Fee Expense		\$ 1,620.00	
74	Total:	\$ 197,568.30	\$ 186,342.00	
75				
76	City Hall & Related Facilities			
77				
78	Cleaning Supplies	\$ 1,000.00	\$ 500.00	
79	Community Center/Park/ Walking Trail/Pesticide Service	\$ 20,000.00	\$ 17,500.00	
80	City of Combes Décor/ Festivities	\$ 5,000.00	\$ 5,000.00	
81	Utilities	\$ 25,000.00	\$ 18,000.00	
82				
83	Total:	\$ 51,000.00	\$ 41,000.00	
84				
85	Professional Services			
86	Engineering Expense	\$ 9,000.00	\$ 9,000.00	
87	Attorney Expense	\$ 16,000.00	\$ 16,000.00	
88	Audit/Accounting Services	\$ 25,000.00	\$ 20,000.00	
89				
90	Total:	\$ 50,000.00	\$ 45,000.00	
91				
92	Street Department/Maintenance			
93				
94	Salaries-	\$ 151,528.00	\$ 165,000.00	
95	Employee Tax	\$ 11,591.89	\$ 13,180.00	
96	Animal & Mosquito Chemicals	\$ 1,500.00	\$ 800.00	
97	Retirement-94	\$ 8,212.82	\$ 8,646.00	
98	Evaluation Salary Increase/OverTime 5% -94		\$ 7,200.00	
99	Repair/Replace Maintenance	\$ 6,500.00	\$ 8,000.00	
100	Street Repairs	\$ 4,500.00	\$ 6,500.00	
101	Uniforms/City Hall Supplies Unifirst	\$ 9,700.00	\$ 7,500.00	
102	Vehicle and Equipment Fuel/Diesel	\$ 5,500.00	\$ 11,500.00	
103				
104	Total:	\$ 199,032.71	\$ 228,326.00	
105				
106	Police Department Special Funds			
107	Police Seizure Forfeiture Fund		\$ 16,500.00	
108	Police Federal Forfeiture Fund		\$ 176,940.00	
109	Police Governmental Fees		\$ 7,000.00	
110	Operation Stone Garden Grant		\$ 150,000.00	
111				
112	Total:		\$ 350,440.00	
113	Police Department			
114	Salaries	\$ 449,380.00	\$ 472,832.00	
115	Employee Tax	\$ 34,378.00	\$ 36,200.00	
116	Retirement-111	\$ 24,356.40	\$ 24,780.00	
117	Police Unit Fuel	\$ 30,000.00	\$ 25,000.00	
118	Unit Operations/Police Supplies	\$ 26,340.00	\$ 23,340.00	
119	Public Safety Radio Interlocal	\$ 2,880.00	\$ 3,060.00	
120	Portable Radios	\$ -	\$ -	
121	Cell Phones	\$ 1,400.00	\$ 1,400.00	
122	Ejustice ERMS	\$ 5,390.00	\$ 5,713.00	
123	Jail Usage	\$ -	\$ -	
124	Total:	\$ 574,124.40	\$ 592,325.00	
125				
126	Contingency & Debt Service			
127				
128	Reserves	\$ 144,381.00	\$ 50,000.00	
129	FEMA-TDEM Payable	\$ 151,000.00	\$ 50,000.00	
130	Debt 2021		\$ 369,493.00	
131	Debt 2010	\$ -	\$ 146,870.00	
132	Total:	\$ 295,381.00	\$ 616,363.00	
133				
134	Capital Lease Payments/Interlocal Agreements			
135	Animal Control & Maintenance Trucks (2)	\$ 21,082.00	\$ 22,106.00	
136	2025 Police Unit (2)	\$ -	\$ 31,035.00	
137	Two (2) 6" Pump Payment	\$ -	\$ 25,872.00	
138	Website Annual Fee/ I.T Services/Servers & Equipment	\$ 15,000.00	\$ 39,000.00	
139	Copy Machine Lease	\$ 4,600.00	\$ 3,660.00	
140	Program Tyler Technologies	\$ 34,000.00	\$ 19,287.00	
141	Maintenance Equipment-Warehouse-Animal Shelter	\$ -	\$ 50,000.00	
142				
143	Total:	\$ 74,682.00	\$ 190,960.00	
144	Supplies & Services			
145				

City of Combes
General Fund 2025-2026

	A	B	C	D
146	Office Supplies	\$ 15,000.00	\$ 15,000.00	
147	Postage/Fedex	\$ 2,500.00	\$ 1,500.00	
148	Advertising	\$ 10,000.00	\$ 10,000.00	
149	Telephone service provider/lease of phones	\$ 10,000.00	\$ 10,000.00	
150	Pesticide Services (included on line item 77)	\$ 3,600.00	\$ -	
151				
152	Total:	\$ 41,100.00	\$ 36,500.00	
153				
154	Allocated Grants			
155	GLO Manhole & Liftstation Grant		\$ 1,840,000.00	
156	HOME Grant		\$ 300,000.00	
157				
158	Total:		\$ 2,140,000.00	
159				
160	TOTAL GENERAL FUND EXPENSE:	1,858,320.00	4,819,340.00	
161	Revenues over Expense	\$ 0.00	\$ -	

Current Budget FYE 2025 vs. Actual Summary

City of Combes-General Fund
Income Statement
Compared with Budget
For the Twelve Months Ending September 30, 2025

	Current Month Actual	Current Month Budget	Current Month Variance
Revenues			
Insurance Verification Fee	\$ 370.00	\$ 0.00	370.00
City Taxes	1,061,390.83	725,020.00	336,370.83
Operation Stone Garden	79,426.85	0.00	79,426.85
Municipal Fine Collection	323,476.71	480,000.00	(156,523.29)
Franchise Fees	46,949.92	105,000.00	(58,050.08)
Sales Tax	383,192.76	290,000.00	93,192.76
Building Permits	157,615.48	184,000.00	(26,384.52)
OOG-Police Grant	6,223.47	0.00	6,223.47
Community Center Rentals	0.00	2,700.00	(2,700.00)
Interest Earned	2,016.35	0.00	2,016.35
Miscellaneous Revenue	99,667.38	8,500.00	91,167.38
Combes Festivities	(2,126.10)	3,100.00	(5,226.10)
Tu Salud Si Cuenta	9,197.90	120,000.00	(110,802.10)
Treasury (TCLEOSE TRAINING)	1,084.01	0.00	1,084.01
General Land Office	133,139.00	0.00	133,139.00
TDHCA	291,439.70	0.00	291,439.70
Total Revenues	2,593,064.26	1,918,320.00	674,744.26
Cost of Sales			
Total Cost of Sales	0.00	0.00	0.00
Gross Profit	2,593,064.26	1,918,320.00	674,744.26
Expenses			
Refunds-Community Center	575.00	0.00	575.00
Salaries	762,998.61	799,027.00	(36,028.39)
Health Insurance	43,232.24	60,652.00	(17,419.76)
Retirement	40,267.67	41,467.52	(1,199.85)
Employer Tax	58,366.81	58,530.48	(163.67)
TEC Payable	1,835.63	900.00	935.63
Cell Phones-Maintenance/Office	1,800.00	1,700.00	100.00
Insurance- Liability	32,411.00	24,000.00	8,411.00
Dues & Memberships	682.95	570.00	112.95
Contract Labor	50,251.43	0.00	50,251.43
Program Tyler Technologies	28,930.40	34,000.00	(5,069.60)
Building Inspector-Contract	5,257.56	24,960.00	(19,702.44)
Judge Expense	4,440.00	6,240.00	(1,800.00)
Miscellaneous Operations	4,811.69	0.00	4,811.69
Travel	4,399.71	5,000.00	(600.29)
Engineering Expense	10,000.00	9,000.00	1,000.00
Telephone Provider/Lease	9,586.16	10,000.00	(413.84)

City of Combes-General Fund
Income Statement
Compared with Budget
For the Twelve Months Ending September 30, 2025

	Current Month Actual	Current Month Budget	Current Month Variance
Utilities	17,336.91	25,000.00	(7,663.09)
Office Expense	18,014.01	15,000.00	3,014.01
Repairs & Maintenance	4,233.47	0.00	4,233.47
Miscellaneous	617.35	0.00	617.35
Festivity Decor	4,322.53	5,000.00	(677.47)
Cameron County Appraisal	11,692.77	10,000.00	1,692.77
Legal Fees	27,791.30	16,000.00	11,791.30
Audit Expense	14,075.00	25,000.00	(10,925.00)
Police Supplies	132.56	0.00	132.56
Copy Machine Lease	0.00	4,600.00	(4,600.00)
Police Cell Phones	0.00	1,400.00	(1,400.00)
Police & Equipment Lease	98,550.00	0.00	98,550.00
Uniforms/Safety Gear	7,560.84	9,700.00	(2,139.16)
Centers/Park/Pesticide	27,029.68	23,600.00	3,429.68
Repair/Replace Maintenance	26,242.21	6,500.00	19,742.21
State Fines/Fees	117,815.54	158,400.00	(40,584.46)
Public Safety Radio Interlocal	51.00	2,880.00	(2,829.00)
Street/Drainage/Street Lights	6,312.45	4,500.00	1,812.45
Purches of Assets/Website	2,009.95	0.00	2,009.95
Website Fee/I.T Services	42,503.97	15,000.00	27,503.97
Reserves	0.00	144,381.00	(144,381.00)
Debt Service Expenditure	130,350.00	0.00	130,350.00
Bank Charges	1,047.13	1,000.00	47.13
Unit Operation/Police Supplies	50,042.97	26,340.00	23,702.97
Ejustice ERMS	0.00	5,390.00	(5,390.00)
Police Unit Fuel	26,929.49	30,000.00	(3,070.51)
Vehicle/Equipment Fuel/Diesel	11,556.55	5,500.00	6,056.55
Advertising	10,250.88	10,000.00	250.88
Postage/Fedex/Copy lease	2,261.93	2,500.00	(238.07)
Chemicals/Licensing/Pesticides	5,504.49	1,500.00	4,004.49
TCLEOSE Police Training	(1,127.28)	0.00	(1,127.28)
COVID-19	575.98	0.00	575.98
Street/Bridge Repairs	5,810.20	0.00	5,810.20
Cleaning Supplies	439.20	1,000.00	(560.80)
Miscellaneous Operations	6,815.35	0.00	6,815.35
Vehicle Lease	43,081.72	21,082.00	21,999.72
Interest Expenditure	20,106.75	0.00	20,106.75
Fema Accounts Payable	0.00	151,000.00	(151,000.00)
Hurricane Beryl	450.00	0.00	450.00
Administration of E208 & E178	60,400.00	0.00	60,400.00
Engineering-E208-Liftstations	36,469.50	0.00	36,469.50
Engineering E178-Manholes	36,469.50	0.00	36,469.50
Tu Salud Si Cuenta Grant	27,154.11	120,000.00	(92,845.89)
ARP Construction Cost	70,872.12	0.00	70,872.12
Administration for FEMA	10,857.00	0.00	10,857.00
Engineering Grant Cost	7,479.28	0.00	7,479.28

City of Combes-General Fund
Income Statement
Compared with Budget
For the Twelve Months Ending September 30, 2025

	Current Month Actual	Current Month Budget	Current Month Variance
Construction Cost	2,649.85	0.00	2,649.85
1115 Waiver Grant	570.00	0.00	570.00
HOME Grant Surveying	3,470.00	0.00	3,470.00
HOME Grant Administrative	88,096.58	0.00	88,096.58
HOME Construction Contractors	293,545.00	0.00	293,545.00
	<hr/>		
Total Expenses	2,438,266.70	1,918,320.00	519,946.70
	<hr/>		
Net Income	\$ 154,797.56	\$ 0.00	154,797.56
	<hr/>		

Police Department Budget Breakdown



Police Department Budget Request

Fiscal Year 2025-2026

Police Department Budget Request FY 2025-2026

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Police Department Budget Request FY 2025-2026

Personnel: There are currently no requests for personnel changes this year. Enhancing police personnel will bolster the city's safety through more effective responses and will also ensure the safety of the officers themselves. Relying on backup officers from other jurisdictions is no longer a viable option. The police officers in the City of Primera frequently do not provide assistance to Combes PD. Harlingen PD does not extend its services beyond its jurisdiction, and the Cameron County Sheriff's Department is significantly understaffed and often unable to offer personnel for assistance. I believe it is time to start considering a gradual increase in the number of police officers employed by the city.

In order to uphold a high standard of police services and ensure the safety of officers, especially with the influx of new subdivisions, businesses, and traffic in the city, I suggest preserving the existing police positions and adding a minimum of one officer each year for two consecutive years starting from the next fiscal year.

Salaries: Recruiting and retaining officers has become increasingly difficult for the department, as fewer individuals are interested in pursuing a career in law enforcement, and many are leaving for other departments that offer higher salaries.

Approximately three years ago, the City of Combes offered police officer salaries that were higher than those of all the smaller departments in the area and were on par with the salaries of Cameron County and the City of San Benito.

While I do not expect to match the salaries offered by cities like Harlingen or Brownsville, I firmly believe that our officers deserve to earn a wage that enables them to provide a decent life for themselves and their families as well as make it easier to want to remain with the city.

The police pay scale has not been revised since the 2022-2023 fiscal year and should be evaluated in light of the need to attract and keep officers, as well as to counteract the increasing cost of living. Upon review, I determined that a 5% raise to the existing pay scale would again align the starting salary with that of Cameron County law enforcement, thereby making the department more lucrative to current and future officers. The per hour increase of 5% would be:

Chief - \$1.43	Lieutenant - \$1.14	Sergeant - \$1.08	Corporal - \$0.99
0 – 2 Years - \$0.89	3 – 5 Years - \$0.95	6 - 8 Years - \$1.03	

The pay scale for non-supervisory officers provides a steady salary structure for budgeting salaries and provides a pay increase to the officers for every two years of service that is completed. Supervisory officers are not on a pay scale and only receive increases at the discretion of the city commissioners during budget planning. A complete salary and incentive pay breakdown are included in Attachment A.

Longevity Incentive: This incentive rewards officers for their loyalty to the city and encourages continued service. The incentive is paid after the first year of service and for each year of continuous service

paid at the beginning of each fiscal year. The proposed longevity pay for each consecutive year is \$100.00, the same as FY 2024-2025.

Fuel: I recommend providing \$25,000 in fuel for this fiscal year.

Unit Operations/Police Supplies: I have calculated routine maintenance that covers the most common wear and tear issues. This includes five oil changes per month (1 per patrol unit) and four oil changes per year for the unmarked vehicle. Each oil change has an average cost of \$35.00, which is approximately \$2,240. Tires average \$1,200 a year for two sets of tires per patrol unit, which is approximately \$6,000, and \$600 a year for the unmarked unit. Brakes must be replaced about twice a year for patrol units at approximately \$500.00 per patrol unit and once a year for the unmarked unit for a total cost of approximately \$3,000. I have established a quarterly maintenance check on all vehicles that a certified mechanic conducts for \$25 per vehicle for a total of \$500 per year. This quarterly check is to verify that each patrol unit is in good operating condition and identify any mechanical issues that officers may not identify. It is recommended that approximately \$12,340 be budgeted for standard vehicle maintenance. Due to the age and mileage of the police vehicles, more major engine repairs have been required and will continue to be needed. I recommend an increase of an additional \$10,000 for catastrophic vehicle failures, for a total of \$23,340. Police supplies are reduced to \$3,000.00.

Current Vehicle Fleet

Unit	Description	Mileage
101	2017 Ford Explorer Interceptor (K9 unit)	146,796
102	2020 Ford Explorer Interceptor	170,709
103	2015 Ford Sedan Interceptor	OUT OF SERVICE
104	2017 Ford Sedan Interceptor	OUT OF SERVICE
105	2020 Chevrolet Tahoe	OUT OF SERVICE
106	2018 Ford F150 (unmarked)	OUT OF SERVICE
107	2023 Ford F150 (OPSG)	<u>48,789</u>
108	2024 Ford F150 (OPSG)	12,040
Total Mileage Combined:		378,334

*Note – Mileage as of 07/09/2025

Public Safety Radio: This item is paid annually to Rio Grande Valley Communications Group and is for police radio subscriptions required for police radios to communicate. The current RGVCG cost per radio is \$15 per month or \$180 per year per radio. The department has eleven portable radios, five mobile radios, and one base station radio for an annual subscription of \$3,060.00.

Equipment: None

Data Hotspots/GPS: There is no change to the requested amount data hotspots, which are used for computers installed in patrol vehicles and the GPS units used to track the police units.

Caliber Public Safety RMS: This annual maintenance agreement covers the cost of software upgrades and maintenance of the Police Records Management System. Caliber Public Safety has increased its cost by \$323.29 for this upcoming year.

Tyler Technologies: This cost is for the annual maintenance and licensing agreement for the use of eCitation.

Special Funds: See attachment C

Training: Training will be paid for through any training funds provided by the State or Department special funds.

Equipment: Payment for the Axon body-camera and in-car video systems will be paid using Federal asset forfeiture funds that have been earmarked for that purpose. The department will replace police units 102 and 106. Miscellaneous equipment purchases will continue to be made from the State forfeiture funds until this fund is exhausted.

Mentalix: This cost is for the annual maintenance and licensing agreement to operate the LiveScan fingerprinting for arrest suspects and submitting those fingerprints to the Texas Department of Public Safety and Federal Bureau of Investigations.

ELSAG LPR: This cost is for the annual maintenance and licensing agreement for the use of the automated license plate readers. This cost may be differed with the department's continuing participation in the Operation Stonegarden grant.

Breath Test Services: This is the cost imposed by the Department of Public Safety breath test services to maintain five breath test operators, which is required to prosecute driving while intoxicated offenders.

CLEAR: Thomson Reuters CLEAR is an online subscription-based research platform used to locate people, assets, businesses, affiliations, and other critical investigative information. It is an investigative tool used by State and Federal agencies and has recently been made available to local law enforcement. CLEAR is an annual subscription service, and because it is 100% online, it requires no IT support.

Conclusion

During the fiscal year 2024-2025, the number of calls for service surpassed 1,000, resulting in more than 150 arrests. Overall, the department's activity is comparable to the previous fiscal year and is anticipated to keep rising as the city expands.

Over the last year, the department secured \$136,860.00 in grant funding via Operation Stonegarden. This funding facilitated the acquisition of equipment and covered officer overtime pay, enabling the deployment of more officers to patrol the city. Additionally, the department

made use of \$77,802.00 from asset forfeiture funds, governmental fees, and state-funded training resources to enhance its budget. In total, this amounts to \$214,662.00 in funding that did not affect the general fund budget and, as a result, did not burden city taxpayers.

For Fiscal Year Ending 2026, the department will expend \$176,940 in Federal Forfeiture, \$16,500 in State Forfeiture, and \$7,000 in Governmental fees, and it is anticipated that the department will receive approximately \$150,000 in Operation Stonegarden grant funding. So, the department will contribute \$350,440.00 to this budget request.

Your support of the police department is appreciated and reflects your desire to provide a safe community for the city's residents and visitors. If you have any questions about this request, please contact me directly.

A handwritten signature in black ink, appearing to be 'P. Quill', written in a cursive style.

Patrick Quill, M.S.C.J., M.P.A., L.C.C.
Chief of Police

Attachment A – Pay Scale

Base Salary for Supervisory Officers				
Officer	Current Hourly Rate	Current Annual Salary	Proposed Hourly Rate	Proposed Salary
Chief	28.62	63,622.26	30.05	66,801.15
Lieutenant	22.73	50,528.79	23.87	53,063.01
Sergeant	21.60	48,016.80	21.60	50,417.64
Corporal	19.71	43,815.33	20.70	46,016.10

Base Pay Scale for Non-Supervisory Officers				
Years	Current Hourly Rate	Current Annual Salary	Proposed Hourly Rate	Proposed Salary
0 months - 2years	17.82	39,613.86	18.71	41,592.33
3 – 5 years	18.90	42,014.70	19.85	44,126.55
6 – 8 years	20.52	45,615.96	21.55	47,905.65
9 + years	BASED ON PERFORMANCE EVALUATION			

SALARIES

Salary Per Officer with Incentive Pay				
Officer	Current Hourly Rate	Current Annual Salary	Proposed Hourly Rate	Proposed Annual Salary
Chief P. Quill	29.25	65,022.75	30.72	68,290.56
Lt. C. Hinojosa	23.31	51,818.13	24.48	54,419.04
Sgt. B. Lopez	21.95	48,794.85	23.04	51,217.92
CPL J. Reyna	19.92	44,282.16	20.92	46,505.16
J. Martinez	18.99	42,214.77	19.94	44,326.62
D. Arreazola	17.82	39,613.86	18.76	41,694.55
B. Echavarria	17.82	39,613.86	18.71	41,594.55
D. Garcia	17.82	39,613.86	18.71	41,594.55
M. Araiza	17.82	39,613.86	18.71	41,594.55
OPEN	17.82	39,613.86	18.71	41,594.55
Total		450,201.96		472,832.05

Incentive Pay

Longevity Pay Schedule				
<u>Officer</u>	<u>Current</u>	<u>Proposed</u>		
Chief P. Quill	1,400.00	1,500.00		
Lt. C. Hinojosa	1,300.00	1,400.00		
Sgt. B. Lopez	700.00	800.00		
CPL. J. Reyna	500.00	600.00		
J. Martinez	200.00	300.00		
D. Arreazola	0.00	100.00		
B. Echavarria	0.00	0.00		
D. Garcia	0.00	0.00		
M. Araiza	0.00	0.00		
OPEN	0.00	0.00		
TOTAL	4,100.00	4,700.00		
K9 Handlers Incentive Schedule				
<u>Officer</u>	<u>Current</u>	<u>Proposed</u>		
J. Martinez	600.00	0.00		
TOTAL	600.00	0.00		

Attachment B – Department General Fund Request

Police Unit Fuel				
	Current	Proposed		
Fuel	30,000.00	25,000.00		
Total	30,000.00	25,000.00		

Unit Operations / Police Supplies				
	Current	Proposed		
Operations / Supplies	26,340.00	23,340.00		
Total	26,340.00	23,340.00		

Public Safety Radio Interlocal				
	Current	Proposed		
RGVCG	2,880.00	3,060.00		
Total	2,880.00	3,060.00		

Equipment				
	Current	Proposed		
Equipment	0.00	0.00		
Total	0.00	0.00		

Cell Phones / Data Hotspots				
	Current	Proposed		
Sprint	1,400.00	1,400.00		
Total	1,400.00	1,400.00		

Records Management System				
	Current	Proposed		
Caliber Public Safety	5,388.11	5,711.40		
Total	5,388.11	5,711.40		

eCitation				
	Current	Proposed		
Tyler Technologies	1,789.40	1,789.40	Court Technology	
Total	1,789.40	1,789.40		

Attachment C - Special Funds

Federal Forfeiture Fund				
	Current	Proposed		
Training	0.00	0.00		
Equipment	15,000.00	165,000.00		
Mentalix	2,660.00	2,660.00	LiveScan	
Leonardo Co.	6,880.00	6,880.00	ALPR	
Thompson Rueters	2,400.00	2,400.00	CLEAR	
Total	26,940.00	176,940.00		

State Forfeiture Fund				
	Current	Proposed		
Equipment	10,000.00	10,000.00		
Breath Test Service	1,500.00	1,500.00		
NNO	0.00	5,000.00		
K9 Expenses	2,000.00	0.00		
Total	13,500.00	16,500.00		

Governmental Fees				
	Current	Proposed		
NNO/Events	23,000.00	5,000.00		
Misc Expenditures	2,000.00	2,000.00		
Total	25,000.00	7,000.00		

Tax Valuation Worksheet 2025

2025 Tax Rate Calculation Worksheet

Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF COMBES

Taxing Unit Name

Phone (area code and number)

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

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 Agreements* or Comptroller Form 50-894 *Tax Rate Calculation Worksheet, School District with Chapter 313 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.

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	2025 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). ¹	\$ 163,084,804
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. ²	\$ 22,138,392
3.	Preliminary prior year adjusted taxable value. Subtract Line 2 from Line 1.	\$ 140,946,412
4.	Prior year total adopted tax rate.	\$ 0.700000 /\$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: \$ 0 B. Prior year values resulting from final court decisions: - \$ 0 C. Prior year value loss. Subtract B from A. ³	\$ 0
6.	Prior year taxable value subject to an appeal under Chapter 42, as of July 25. A. Prior year ARB certified values: \$ 0 B. Prior year disputed values: - \$ 0 C. Prior year undisputed value. Subtract B from A. ⁴	\$ 0
7.	Prior year Chapter 42 related adjusted values. Add Line 5C and Line 6C.	\$ 0

¹ Tex. Tax Code §26.012(14)

² Tex. Tax Code §26.012(14)

³ Tex. Tax Code §26.012(13)

⁴ Tex. Tax Code §26.012(13)

Line	Description	Amount
8.	Prior year taxable value, adjusted for actual and potential court-ordered adjustments. Add Line 3 and Line 7.	\$ 140,946,412
9.	Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024. Enter the prior year value of property in deannexed territory. ⁵	\$ 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:	\$ 36,086
	B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value:	+ \$ 761,476
	C. Value loss. Add A and B. ⁶	\$ 797,562
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. ⁷	\$ 0
12.	Total adjustments for lost value. Add Lines 9, 10C and 11C.	\$ 797,562
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. ⁸ 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.	\$ 140,148,850
15.	Adjusted prior year total levy. Multiply Line 4 by Line 14 and divide by \$100.	\$ 981,041
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. ⁹	\$ 9,797
17.	Adjusted prior year levy with refunds and TIF adjustment. Add Lines 15 and 16. ¹⁰	\$ 990,838
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. ¹¹	
	A. Certified values:	\$ 181,628,433
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office:	+ \$
	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 financing 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. ¹²	- \$ 0
	E. Total current year value. Add A and B, then subtract C and D.	\$ 181,628,433

⁵ Tex. Tax Code §26.012(15)⁶ Tex. Tax Code §26.012(15)⁷ Tex. Tax Code §26.012(15)⁸ Tex. Tax Code §26.03(c)⁹ Tex. Tax Code §26.012(13)¹⁰ Tex. Tax Code §26.012(13)¹¹ Tex. Tax Code §26.012, 26.04(c-2)¹² Tex. Tax Code §26.03(c)

No-New Revenue Tax Rate Worksheet		Amount/Rate
19.	Total value of properties under protest or not included on certified appraisal roll. ¹³	
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. ¹⁴	\$ 1,726,908
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. ¹⁵	+ \$ 0
C.	Total value under protest or not certified. Add A and B.	\$ 1,726,908
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. ¹⁶	\$ 25,910,833
21.	Anticipated contested value. Affected taxing units enter the contested taxable value for all property that is subject to anticipated substantial litigation. ¹⁷ 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. ¹⁸ If completing this section, the taxing unit must include supporting documentation in Section 9. ¹⁹ 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. ²⁰	\$ 157,444,608
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. ²¹	\$ 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. ²²	\$ 2,517,796
25.	Total adjustments to the current year taxable value. Add Lines 23 and 24.	\$ 2,517,796
26.	Adjusted current year taxable value. Subtract Line 25 from Line 22.	\$ 154,926,812
27.	Current year NNR tax rate. Divide Line 17 by Line 26 and multiply by \$100. ²³	\$ 0.838552 /\$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. ²⁴	\$ _____ /\$100

SECTION 2: 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 rate. The voter-approval tax rate is split into two separate rates:

- 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 debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

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.

¹³ Tex. Tax Code §26.01(c) and (d)

¹⁴ Tex. Tax Code §26.01(c)

¹⁵ Tex. Tax Code §26.01(d)

¹⁶ Tex. Tax Code §26.012(5)(B)

¹⁷ Tex. Tax Code §526.012(6)(C) and 26.012(7-b)

¹⁸ Tex. Tax Code §26.012(1-a)

¹⁹ Tex. Tax Code §26.04(d-3)

²⁰ Tex. Tax Code §26.012(5)

²¹ Tex. Tax Code §26.012(7)

²² Tex. Tax Code §26.012(7)

²³ Tex. Tax Code §26.04(c)

²⁴ Tex. Tax Code §26.04(d)

Line	Voter Approval Tax Rate Worksheet	Amount/Rate
29.	Prior year M&O tax rate. Enter the prior year M&O tax rate.	\$ 0.430000 /\$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> .	\$ 140,846,412
31.	Total prior year M&O levy. Multiply Line 29 by Line 30 and divide by \$100.	\$ 608,069
32.	Adjusted prior year levy for calculating NNR M&O rate. <p>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 2024. This line applies only to tax years preceding the prior tax year. + \$ 5,604</p> <p>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</p> <p>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</p> <p>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. \$ 5,604</p> <p>E. Add Line 31 to 32D.</p>	\$ 611,873
33.	Adjusted current year taxable value. Enter the amount in Line 26 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 154,826,712
34.	Current year NNR M&O rate (unadjusted). Divide Line 32E by Line 33 and multiply by \$100.	\$ 0.394814 /\$100
35.	Rate adjustment for state criminal justice mandate. ²³ <p>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</p> <p>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</p> <p>C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100
36.	Rate adjustment for indigent health care expenditures. ²⁴ <p>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</p> <p>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, 2023 and ending on June 30, 2024, less any state assistance received for the same purpose. - \$ 0</p> <p>C. Subtract B from A and divide by Line 33 and multiply by \$100. \$ 0.000000 /\$100</p> <p>D. Enter the rate calculated in C. If not applicable, enter 0.</p>	\$ 0.000000 /\$100

²³ [Reserved for expansion]²⁴ Tex. Tax Code §26.044²⁵ Tex. Tax Code §26.041

Line	Voter Approval or Rate Worksheet	Amount Due
37.	Rate adjustment for county indigent defense compensation.²⁸ 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, 2023 and ending on June 30, 2024, 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..... \$ 0.000000 /\$100 D. Multiply B by 0.05 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D. If not applicable, enter 0.	\$ 0.000000 /\$100
38.	Rate adjustment for county hospital expenditures.²⁹ 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, 2023 and ending on June 30, 2024, \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Multiply B by 0.08 and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 E. Enter the lesser of C and D. If applicable, if not applicable, enter 0.	\$ 0.000000 /\$100
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..... \$ 0 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..... \$ 0 C. Subtract B from A and divide by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 D. Enter the rate calculated in C. If not applicable, enter 0.	\$ 0.000000 /\$100
40.	Adjusted current year NNR M&O rate. Add Lines 34, 35D, 36D, 37E, and 38E. Subtract Line 39D.	\$ 0.994814 /\$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..... \$ 0 B. Divide Line 41A by Line 33 and multiply by \$100..... \$ 0.000000 /\$100 C. Add Line 41B to Line 40.	\$ 0.994814 /\$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.	\$ 0.408632 /\$100

²⁸ Tex. Tax Code §26.0442²⁹ Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Assessment Rates
D42.	<p>Disaster Line 42 (D42): Current year voter-approval M&O rate for taxing unit affected by disaster declaration. 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 in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of:</p> <ol style="list-style-type: none"> 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. <p>If the taxing unit qualifies under this scenario, multiply Line 41C by 1.08.³⁰ If the taxing unit does not qualify, do not complete Disaster Line 42 (Line D42).</p>	\$ 0.000000 / \$100
43.	<p>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:</p> <ol style="list-style-type: none"> (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. <p>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.³¹</p> <p>Enter debt amount \$ 518,363</p> <p>B. Subtract unencumbered fund amount used to reduce total debt - \$ 0</p> <p>C. Subtract certified amount spent from sales tax to reduce debt (enter zero if none) - \$ 0</p> <p>D. Subtract amount paid from other resources - \$ 110,000</p> <p>E. Adjusted debt, Subtract B, C and D from A.</p>	\$ 406,363
44.	Certified prior year excess debt collections. Enter the amount certified by the collector. ³²	\$ 73,958
45.	Adjusted current year debt. Subtract Line 44 from Line 43E.	\$ 332,405
46.	<p>Current year anticipated collection rate.</p> <p>A. Enter the current year anticipated collection rate certified by the collector.³³ 93.90 %</p> <p>B. Enter the prior year actual collection rate 98.30 %</p> <p>C. Enter the 2023 actual collection rate 93.90 %</p> <p>D. Enter the 2022 actual collection rate 97.40 %</p> <p>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%.³⁴</p>	93.90 %
47.	Current year debt adjusted for collections. Divide Line 45 by Line 46E.	\$ 353,998
48.	Current year total taxable value. Enter the amount on Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 157,444,508
49.	Current year debt rate. Divide Line 47 by Line 48 and multiply by \$100.	\$ 0.224839 / \$100
50.	Current year voter-approval M&O rate plus current year debt rate. Add Lines 42 and 49.	\$ 0.633471 / \$100
D50.	<p>Disaster Line 50 (D50): Current year voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D42. Add Line D42 and 49.</p>	\$ 0.000000 / \$100

³⁰ Tex. Tax Code §26.042(a)³¹ Tex. Tax Code §26.012(7)³² Tex. Tax Code §26.012(10) and 26.04(b)³³ Tex. Tax Code §26.04(b)³⁴ Tex. Tax Code §26.04(f), (h-1) and (h-2)

Line	Voter Approval Tax Rate Worksheet	Amount/Rate
51.	COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	\$ 0.000000 /\$100

SECTION 3: NNR Tax Rate and Voter Approval Tax Rate 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 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. ³⁵ 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. ³⁶ 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. ³⁷ - 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.	\$ 0
54.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 157,444,508
55.	Sales tax adjustment rate. Divide Line 53 by Line 54 and multiply by \$100.	\$ 0.000000 /\$100
56.	Current year NNR tax rate, unadjusted for sales tax. ³⁸ Enter the rate from Line 27 or 28, as applicable, on the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 0.639552 /\$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.	\$ 0.639552 /\$100
58.	Current year voter-approval tax rate, unadjusted for sales tax. ³⁹ Enter the rate from Line 50, Line D50 (disaster) or Line 51 (counties) as applicable, of the <i>Voter-Approval Tax Rate Worksheet</i> .	\$ 0.633471 /\$100
59.	Current year voter-approval tax rate, adjusted for sales tax. Subtract Line 55 from Line 58.	\$ 0.633471 /\$100

SECTION 4: Voter Approval Tax Rate 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	Voter Approval Rate 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. ⁴⁰ The taxing unit shall provide its tax assessor-collector with a copy of the letter. ⁴¹	\$ 0
61.	Current year total taxable value. Enter the amount from Line 22 of the <i>No-New-Revenue Tax Rate Worksheet</i> .	\$ 157,444,508
62.	Additional rate for pollution control. Divide Line 60 by Line 61 and multiply by \$100.	\$ 0.000000 /\$100

³⁵ Tex. Tax Code §26.041(d)

³⁶ Tex. Tax Code §26.041(f)

³⁷ Tex. Tax Code §26.041(d)

³⁸ Tex. Tax Code §26.04(c)

³⁹ Tex. Tax Code §26.04(c)

⁴⁰ Tex. Tax Code §26.045(d)

⁴¹ Tex. Tax Code §26.045(f)

Line	Voter Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
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).	\$ 0.633471 /\$100

SECTION 5: Voter Approval Tax Rate Adjustment for 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.⁴² 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.⁴³

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;⁴⁴
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);⁴⁵ 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.⁴⁶

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.⁴⁷

Line	Unused Increment Rate Worksheet	Amount/Rate
64.	Year 3 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 63) B. Unused increment rate (Line 67) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2024 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0.636972 /\$100 \$ 0.000000 /\$100 \$ 0.636972 /\$100 \$ 0.700000 /\$100 \$ -0.063028 /\$100 \$ 143,547,284 \$ 0
65.	Year 2 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 63) B. Unused increment rate (Line 67) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2023 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0.683280 /\$100 \$ 0.000000 /\$100 \$ 0.683280 /\$100 \$ 0.730000 /\$100 \$ -0.046720 /\$100 \$ 125,013,560 \$ 0
66.	Year 1 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value A. Voter-approval tax rate (Line 63) B. Unused increment rate (Line 67) C. Subtract B from A D. Adopted Tax Rate E. Subtract D from C F. 2022 Total Taxable Value (Line 60) G. Multiply E by F and divide the results by \$100. If the number is less than zero, enter zero.	\$ 0.663497 /\$100 \$ 0.000000 /\$100 \$ 0.663497 /\$100 \$ 0.762385 /\$100 \$ -0.098888 /\$100 \$ 102,095,806 \$ 0
67.	Total Foregone Revenue Amount. Add Lines 64G, 65G and 66G	\$ 0 /\$100
68.	2025 Unused Increment Rate. Divide Line 67 by Line 22 of the <i>No-New-Revenue Rate Worksheet</i> . Multiply the result by 100	\$ 0.000000 /\$100
69.	Total 2025 voter-approval tax rate, including the unused increment rate. Add Line 68 to one of the following lines (as applicable): Line 50, Line 51 (counties), Line 59 (taxing units with additional sales tax) or Line 63 (taxing units with pollution)	\$ 0.633471 /\$100

⁴² Tex. Tax Code §26.013(h).

⁴³ Tex. Tax Code §§26.013(a)(1)-(c), (1)-(b), and (2).

⁴⁴ Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a).

⁴⁵ Tex. Tax Code §§26.0501(a) and (c).

⁴⁶ Tex. Local Gov't Code §120.007(d).

⁴⁷ 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.⁴⁸ 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.⁴⁹

Line	De Minimis Rate Worksheet	Amount
70.	Adjusted current year NNR M&O tax rate. Enter the rate from Line 40 of the Voter-Approval Tax Rate Worksheet.	\$ 0.394814 /\$100
71.	Current year total taxable value. Enter the amount on Line 22 of the No-New-Revenue Tax Rate Worksheet.	\$ 157,444,508
72.	Rate necessary to impose \$500,000 in taxes. Divide \$500,000 by Line 71 and multiply by \$100.	\$ 0.317572 /\$100
73.	Current year debt rate. Enter the rate from Line 49 of the Voter-Approval Tax Rate Worksheet.	\$ 0.224839 /\$100
74.	De minimis rate. Add Lines 70, 72 and 73.	\$ 0.937225 /\$100

SECTION 7: Voter Approval Tax Rate 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.⁵⁰

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.⁵¹

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. This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

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
75.	2024 adopted tax rate. Enter the rate in Line 4 of the No-New-Revenue Tax Rate Worksheet.	\$ 0.700000 /\$100
76.	Adjusted 2024 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. ⁵² If a disaster occurred in 2024 and the taxing unit calculated its 2024 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2024 worksheet due to a disaster, complete the applicable sections or lines of Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet. - or - If a disaster occurred prior to 2024 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2024, complete Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet to recalculate the voter-approval tax rate the taxing unit would have calculated in 2024 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. ⁵³ Enter the final adjusted 2024 voter-approval tax rate from the worksheet. - or - If the taxing unit adopted a tax rate above the 2024 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	\$ 0.000000 /\$100
77.	Increase in 2024 tax rate due to disaster. Subtract Line 76 from Line 75.	\$ 0.000000 /\$100
78.	Adjusted 2024 taxable value. Enter the amount in Line 14 of the No-New-Revenue Tax Rate Worksheet.	\$ 140,148,860
79.	Emergency revenue. Multiply Line 77 by Line 78 and divide by \$100.	\$ 0
80.	Adjusted 2024 taxable value. Enter the amount in Line 26 of the No-New-Revenue Tax Rate Worksheet.	\$ 154,826,712
81.	Emergency revenue rate. Divide Line 79 by Line 80 and multiply by \$100. ⁵⁴	\$ 0.000000 /\$100

⁴⁸ Tex. Tax Code §26.012(b-a)

⁴⁹ Tex. Tax Code §26.063(a)(1)

⁵⁰ Tex. Tax Code §26.042(b)

⁵¹ Tex. Tax Code §26.042(f)

⁵² Tex. Tax Code §26.042(c)

⁵³ Tex. Tax Code §26.042(b)

PROPERTY TAX RATE WORKSHEET		SECTION 8
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).	\$ 0.833471 /\$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate, \$ 0.639562 /\$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, \$ 0.633471 /\$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: 50

De minimis rate, \$ 0.937225 /\$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.³⁴

print
here

AIDA GUTIERREZ - CITY ADMINISTRATOR

Printed Name of Taxing Unit Representative

sign
here

✓ Taxing Unit Representative

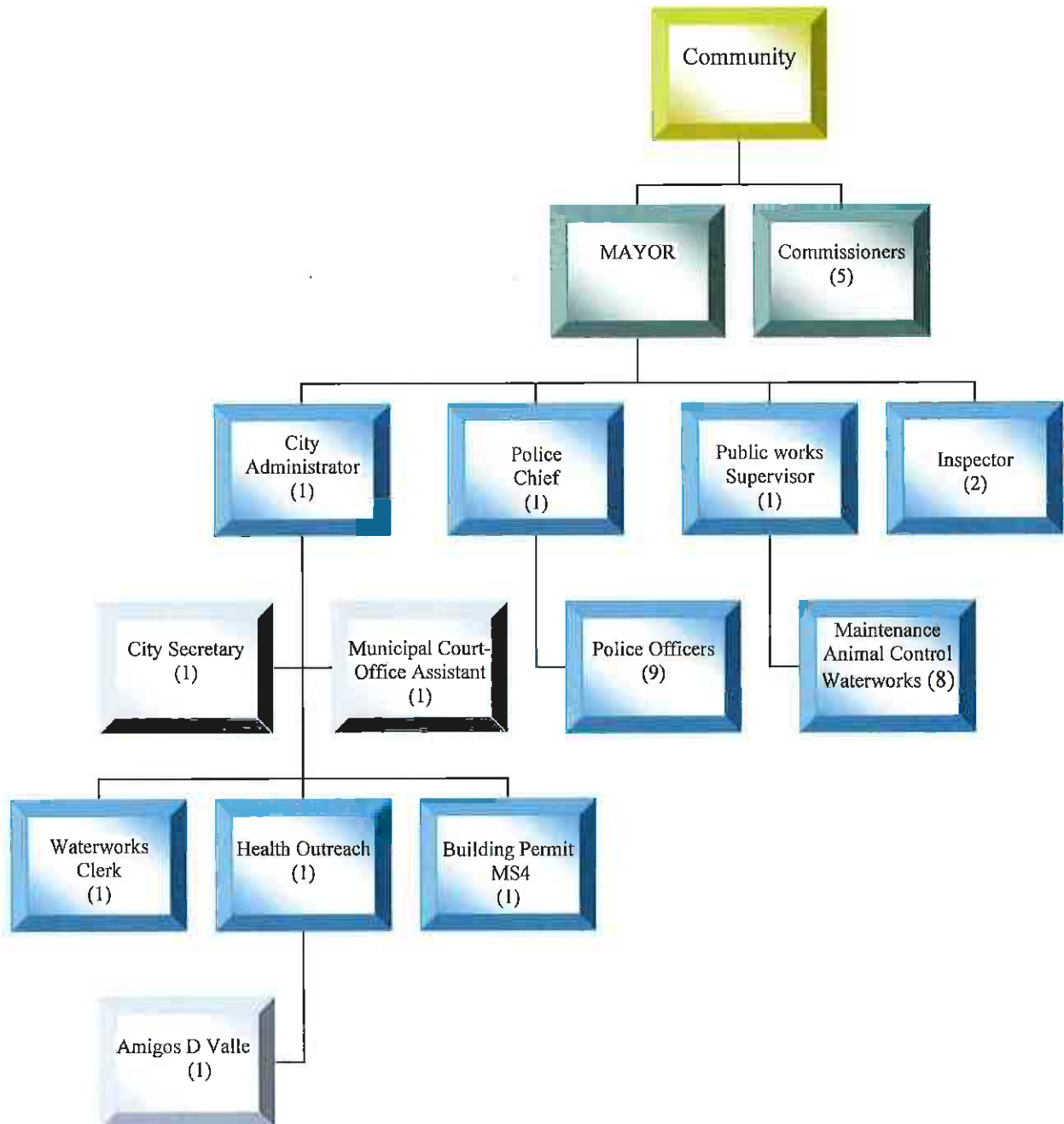
Date

8/4/2025

³⁴ Tex. Tax Code §§26.04(c-2) and (d-2)

General Fund Employees
Chain of Command

CITY OF COMBES
Chain of Command
2025-2026



(Any suggestions or problems must follow this process)

City of Combes Employees
2025-2026 Budget

	A	B	C	D
1				
2				
3	DEPARTMENT			
4				
5	Police Department	Annual	Weekly	Hourly
6				
7	Chief Patrick Quill	\$ 68,290.56	\$ 1,313.28	\$ 30.72
8	Lieutenant Carlos Hinojosa	\$ 54,419.04	\$ 1,046.52	\$ 24.48
9	Sgt. Brenda Lopez	\$ 51,217.92	\$ 984.96	\$ 23.04
10	CPL. Jonathan Reyna	\$ 46,505.16	\$ 894.33	\$ 20.92
11	Officer Justin Martinez	\$ 44,326.62	\$ 852.44	\$ 19.94
12	Officer Damian Arreazola	\$ 41,694.55	\$ 801.82	\$ 18.76
13	Officer Brandon Echavarria	\$ 41,594.55	\$ 799.90	\$ 18.71
14	Officer Mark Araiza	\$ 41,594.55	\$ 799.90	\$ 18.71
15	Officer Leonel Mora	\$ 41,594.55	\$ 799.90	\$ 18.71
16	Officer- OPEN Position	\$ 41,594.55	\$ 799.90	\$ 18.71
17	Total:	\$ 472,832.05		
18				
19	Administration	Annual	Weekly	Hourly
20				
20	City Administrator	\$ 62,400.00	\$ 1,200.00	\$ 30.00
21	City Secretary	\$ 36,775.00	\$ 707.21	\$ 17.68
22	City Permit Clerk	\$ 35,866.00	\$ 689.73	\$ 17.24
23	Community Health Worker	\$ 34,320.00	\$ 660.00	\$ 16.50
24	Amigos Del Valle/Assistant- Part-Time	\$ 13,000.00	\$ 250.00	\$ 12.50
25	Public Works Supervisor-Contract	\$ 38,480.00	\$ 740.00	
26	Building Inspector-Contract	\$ 26,000.00	\$ 500.00	
27	Total:	\$ 246,841.00		
28				
29	Maintenance	Annual	Weekly	Hourly
30				
30	Javier Reyna-Maintenance	\$ 35,090.00	\$ 674.81	\$ 16.87
31	Daniel Hernandez-Animal Control	\$ 30,119.00	\$ 579.21	\$ 14.48
32	Rigoberto Perez-Maintenance	\$ 28,600.00	\$ 550.00	\$ 13.75
33	Daniel Mendiola-Maintenance	\$ 24,960.00	\$ 480.00	\$ 12.00
34	Ethan Mendiola-Maintenance	\$ 24,960.00	\$ 480.00	\$ 12.00
35	Sub-Total:	\$ 143,729.00		
36	Overtime:	\$ 21,000.00		
37	Total:	\$ 164,729.00		
38				
38	Municipal Secretary	Annual	Weekly	Hourly
39				
39	Anel Velasquez-Municipal Clerk-Office Assistant	\$ 35,360.00	\$ 680.00	\$ 17.00
40				
41	TOTAL:	\$ 35,360.00		

Employee Holiday Schedule 2025-2026

NEW SCHEDULE OF HOLIDAYS FOR 2025-2026

9.10 HOLIDAYS

Prior to the start of the fiscal year, the City of Combes Commissioners will adopt the Holiday Schedule for that year. Holidays can be changed from year to year by vote of the City of Combes Commissioners. The following days are generally observed as paid Holidays for regular City Employees:

Holidays:	Days Observed:
Thanksgiving Holiday	Thursday-November 27 & Friday-November 28, 2025
Christmas December 26, 2025	Wednesday, December 24, Thursday-December 25 and Friday- (No employee can take Tuesday Off 12/23 or Monday-12/28)
New Years Eve & Day	Thursday, January 1, 2026
Presidents Day	Monday-February 16, 2026
Good Friday	Friday-April 3, 2026
Easter Holiday	Monday April 6, 2026
Memorial Day	Monday-May 25, 2026
Independence Day	Friday-July 3, 2026
Labor Day	Monday-September 7, 2026

In the event that a Holiday falls on Saturday, City Office will be closed the preceding Friday. When a Holiday falls on Sunday, City Offices will be closed the following Monday.

Employees whose regular day off falls on a Holiday may have an alternate day off and those who are required to work on Holiday will be paid straight pay. Official City Holidays occurring during an employee's vacation leave or sick leave shall not be counted against leave used. A City Employee who is paid out of combination of State and City funds is entitled to take the above-mentioned holidays only, and is not entitled to take state holidays, which are not offered by the City.

All Temporary and Regular Part-Time employees will also observe all City Holidays but will not be compensated by the City.

City of Combes General Fund Accounts

City of Combes Bank Funds
General Operations

Account Description	August 2025	Type of Account	Purpose
General Fund	\$ 100,000.00	General Operating Fund	General Fund Checking Account
Combes Municipal Development District	\$ 75,992.00	Sales Tax Collection	MDD Sales Tax Collection Fund
Combes Municipal Development District I/S Fund	\$ 26,569.00	Transfer fund	Pay Towards 2021 Bond
Combes Economic Development Corporation	\$ 287,000.00	EDC Operating Fund	EDC Checking Account
Combes Economic Development I/S Fund	\$ 55,000.00	EDC I/S Debt Fund	Pay Towards 2021 Bond
2010 Bond Fund	\$ 53,000.00	General Operating Fund	Transfer Funds to General Fund-Close Account
Festivity Fund	\$ 2,429.00	Operating Fund	Festivity Event Fund
General Fund Debt	\$ 5,899.00	Debt Fund	2010 & 2021 Debt Payment-Transfer Into
TxCDBG Contract	\$ 17.24	Grant	Drainage, Paving Orange, Lime
General Land Office Fund	\$ 103.00	Grant	Manhole and Liftstation Project
American Rescue Plan Fund	\$ 2,024.00	Grant	Drainage/Paving Nixon Road
Police Training	\$ 3,597.00	Police Fund	Police Training
Money Market Contingency Fund	\$ 200,289.29	Contingency	Pay Purchase of Assets-Government Capital transferred funds
State Forfeiture Seizure Fund	\$ 16,500.00	Police Fund	Police Equipment, Supplies, Personnel
Federal Forfeiture Fund	\$ 243,959.79	Police Fund	Police Equipment, Supplies, Personnel
Police Insurance Fund	\$ 13,000.00	Police Fund	Towing of Vehicle for Non Insurance Fund
2021 Bond Issuance	\$ 1,193,987.00	Construction Fund	Bond Projects General, EDC, Waterworks, MDD
Security Fund	\$ 33,450.00	Municipal Court Special Fund	Security Equipment, Supplies, Court Security
Technology Fund	\$ 11,634.00	Municipal Court Technology Fund	Municipal Court Computers, Equipment, Training
Total:	\$ 2,324,450.32		

Waterworks/Wastewater

Tab 2

Proposed Waterworks/Wastewater Fund FYE 2025-2026

City of Combes
Waterworks/Wastewater
2025-2026

	D	E	F
	REVENUES	Proposed 2025-2026	
1			
2	Water Revenues		
3	Water Sales Collection	\$ 574,871.00	
4	Water Tap Fees	\$ 22,500.00	
5	Water Reconnection Fees-Late Fees	\$ 20,000.00	
6	Water Impact Fees	\$ 15,000.00	
7	Meter Deposits Collected	\$ 12,500.00	
8	MS-4 Stormwater Fee	\$ 15,150.00	
9	Sub-Total:		
10		\$ 660,021.00	
11	Wastewater Revenues		
12	Wastewater Collection	\$ 460,000.00	
13	Wastewater Tap Fee	\$ 13,500.00	
14	Wastewater Impact Fee	\$ 25,500.00	
15	Sub-Total:		
16		\$ 499,000.00	
17	Other Revenues		
18	Fire Protection Fee	\$ 111,480.00	
19	Other Subdivision Fee	\$ 29,550.00	
20	Garbage Collection	\$ 262,000.00	
21	Solid waste Franchise Fees	\$ 26,200.00	
22	Sales Tax	\$ 21,590.00	
23	FM 508 Forcemain Project-Bond 2021	\$ 40,000.00	
24	Upgrade Master Meter HWWS-Bond 2021	\$ 180,000.00	
25	Sub-Total:	\$ 670,820.00	
26	TOTAL REVENUES:	\$ 1,829,841.00	
27	EXPENSES		
28	Water		

City of Combes
Waterworks/Wastewater
2025-2026

	D	E	F
	REVENUES	Proposed 2025-2026	
1			
29	Water Purchase	\$ 200,000.00	
30	Water Operation & Repairs	\$ 50,000.00	
31	Water Meter Refund	\$ 4,000.00	
32	Water Lab Testing	\$ 2,400.00	
33	Harlingen Irrigation	\$ 20,500.00	
34	Purchase of Assets	\$ 30,000.00	
35	Sub-Total:	\$ 306,900.00	
36	Wastewater		
37	Wastewater Expense	\$ 240,000.00	
38	Wastewater Operations & Repairs	\$ 40,000.00	
39	Utilities-Wastewater Liftstations	\$ 23,000.00	
40	Vector Truck	\$ 81,630.00	
41	Sludge Transporting Fees	\$ 2,000.00	
42	ERHWS	\$ 3,600.00	
43	Purchase of Assets	\$ 65,000.00	
44	Sub-Total:	\$ 455,230.00	
45	Publicworks		
46	Salaries-plus 5% percent	\$ 140,720.00	
47	Payroll Tax Expense	\$ 10,770.00	
48	Health Insurance	\$ 19,345.00	
49	Retirement	\$ 7,374.00	
50	Uniforms-Safety Gear	\$ 5,500.00	
51	Sub-Total:	\$ 183,709.00	
52	Other Expenses		
53	Travel-Training	\$ 2,000.00	
54	Fuel	\$ 10,800.00	
55	Repair/Replace	\$ 5,000.00	
56	Miscellaneous	\$ 5,000.00	

City of Combes
Waterworks/Wastewater
2025-2026

	D	E	F
	REVENUES	Proposed 2025-2026	
1			
57	Contract Labor	\$ 600.00	
58	Cell Phones	\$ 5,200.00	
59	Phone Expense	\$ 4,300.00	
60	IT Services	\$ 22,824.00	
61	Office Supplies	\$ 800.00	
62	Vehicle Lease	\$ 22,108.00	
63	Solid Waste Collection	\$ 262,000.00	
64	Sales Tax	\$ 21,590.00	
65	Dues	\$ 3,700.00	
66	Bank Fees	\$ 850.00	
67	Postage/Postage Machine Lease	\$ 12,000.00	
68	Engineering Fees	\$ 10,500.00	
69	Legal Fees	\$ 8,000.00	
70	Audit Fees	\$ 23,000.00	
71	Reserves	\$ 30,000.00	
72	Fire Protection	\$ 183,730.00	
73	TML Insurance	\$ 30,000.00	
74	Capital Improvement Projects		
75	FM 508 Forcemain Project	\$ 40,000.00	
76	Upgrade Master Meter HWWS	\$ 180,000.00	
77			
78			
79	Sub-Total:	\$ 884,002.00	
80	TOTAL EXPENSE:	\$ 1,829,841.00	

Current Budget FYE 2025 vs. Actual Summary

City of Combes-Waterworks
Income Statement
Compared with Budget
For the Twelve Months Ending September 30, 2025

	Current Month Actual	Current Month Budget	Current Month Variance
Revenues			
Water Sales Collection	\$ 428,000.00	\$ 540,000.00	(112,000.00)
Sales Tax	21,307.95	25,000.00	(3,692.05)
Wastewater Tap Fee	1,800.00	2,125.00	(325.00)
Wastewater Collection	365,651.94	460,000.00	(94,348.06)
Subdivision Fees	17,100.00	60,900.00	(43,800.00)
Tap Fees	3,000.00	4,500.00	(1,500.00)
Sewer Impact Fees	2,250.00	0.00	2,250.00
Water Impact Fees	100,801.92	0.00	100,801.92
Water Reconnect Fees	5,890.38	4,500.00	1,390.38
Garbage Service Collection	256,951.65	260,000.00	(3,048.35)
Meter Deposits Collected	12,393.73	27,900.00	(15,506.27)
Late Fees/Miscellaneous	42,041.24	42,300.00	(258.76)
Fire Protection Fee	72,524.55	161,311.00	(88,786.45)
Stormwater Fee	11,702.60	15,150.00	(3,447.40)
Unadjusted Payment	0.00	0.00	0.00
Cameron County-Nita Repairs	462,000.00	0.00	462,000.00
Interest Earned	1,055.90	0.00	1,055.90
Total Revenues	1,804,471.86	1,603,686.00	200,785.86
Cost of Sales			
Total Cost of Sales	0.00	0.00	0.00
Gross Profit	1,804,471.86	1,603,686.00	200,785.86
Expenses			
Water Deposit Refunds	3,928.79	500.00	3,428.79
Water Purchase	179,974.20	175,000.00	4,974.20
Garbage Expense	301,689.51	273,000.00	28,689.51
Wastewater Expense	227,259.09	240,000.00	(12,740.91)
Salaries Wastewater/Water	76,543.43	106,089.00	(29,545.57)
Health Insurance	7,020.66	13,680.00	(6,659.34)
Retirement	3,411.11	5,750.02	(2,338.91)
Payroll Tax Expense	5,855.71	8,116.00	(2,260.29)
TML Insurance	29,171.00	17,000.00	12,171.00
Sales Tax	19,712.00	21,450.00	(1,738.00)
Utilities-Wastew.Liftstations	20,680.11	23,000.00	(2,319.89)
Fire Contract	154,877.50	164,000.00	(9,122.50)
Office Supplies	1,742.27	3,800.00	(2,057.73)
Dues	3,644.50	3,700.00	(55.50)
Bank Charges	776.10	1,000.00	(223.90)
Postage/Postage Machine Lease	12,037.20	12,000.00	37.20

City of Combes-Waterworks
Income Statement
Compared with Budget
For the Twelve Months Ending September 30, 2025

	Current Month Actual	Current Month Budget	Current Month Variance
Water Lab Testing	2,363.94	2,000.00	363.94
Travel	1,690.00	2,000.00	(310.00)
Fuel Water Department	10,753.33	7,100.00	3,653.33
Wastewater Operations	25,549.77	30,000.00	(4,450.23)
Repair/Replace	464,500.00	2,500.00	462,000.00
Water Operations	48,291.87	25,000.00	23,291.87
Harlingen Irrigation	19,861.21	19,500.00	361.21
Miscellaneous Repairs	637.75	5,000.00	(4,362.25)
Petty Cash	0.00	1,000.00	(1,000.00)
Miscellaneous Expense	91.34	0.00	91.34
Audit Expense	21,600.00	12,000.00	9,600.00
Operating Supplies	3,300.75	0.00	3,300.75
IT Services	41,035.70	25,000.00	16,035.70
Purchase of Assets	28,930.39	34,000.00	(5,069.61)
Uniforms-Water/Wastewater Dept	6,787.40	5,500.00	1,287.40
Contract Labor	600.00	0.00	600.00
Phone Expense	3,213.54	5,200.00	(1,986.46)
Vehicle Lease	0.00	22,105.00	(22,105.00)
MS4 Task Force	0.00	10,000.00	(10,000.00)
TxCDBG Match-	4,634.85	0.00	4,634.85
Debt Service	(1.73)	0.00	(1.73)
Reserve Account	0.00	40,000.00	(40,000.00)
Attorneys Fees	8,333.30	8,000.00	333.30
Engineering Fees	10,550.00	9,000.00	1,550.00
Contingency Fund	0.00	150,000.00	(150,000.00)
ERHWSC	468.00	1,000.00	(532.00)
Backhoe	4,053.92	0.00	4,053.92
Total Expenses	1,755,568.51	1,483,990.02	271,578.49
Net Income	\$ 48,903.35	\$ 119,695.98	(70,792.63)

Waterworks Employees

City of Combes Employees
2025-2026 Budget

	A	B	C	D
43	Waterworks	Annual	Weekly	Hourly
44	Juan Velez, Waterworks Clerk	\$ 31,096.00	\$ 598.00	\$ 14.95
45	Juan Garza-Wastewater Operator	\$ 35,360.00	\$ 680.00	\$ 17.00
46	Urbano Aguilar	\$ 29,120.00	\$ 560.00	\$ 14.00
47	Open-Water Operator	\$ 35,360.00	\$ 680.00	\$ 17.00
48	5% percent cost of living 44-46	\$ 4,780.00		
49	Sub-Total:	\$ 135,716.00		
50	Overtime:	\$ 5,000.00		
51	Total:	\$ 140,716.00		

Water and Wastewater Fund Accounts

City of Combes
Waterworks

	Account Description	August 2025	Type of Account	Purpose
	WaterWorks Fund	\$ 102,000.00	Operating Fund	Waterworks Checking Fund
	Water Works R/R Fund	\$ 29,024.00	Repair Fund	Repair Fund
	Utility Fund	\$ 25,143.00	Deposits	Utility Deposits
	Waterworks I/S Fund	\$ 124,000.00	Impact Fees	Infrastructure
	Total:	\$ 280,167.00		

Tab 4

City of Combes Grants



GLO CONTRACT NO. 23-152-006-E178
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
2018 SOUTH TEXAS FLOODS FUNDING

The **GENERAL LAND OFFICE** (the "GLO"), a Texas state agency, and **CITY OF COMBES**, Texas Identification Number (TIN) **17417173675** ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated under the Supplemental Appropriations for Disaster Relief Act, 2018 (Pub. L. 115-254), enacted October 5, 2018, and the Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from the 2018 Texas Severe Storms and Flooding (DR-4377), also referred to as the "2018 South Texas Floods," a major disaster declared in 2018 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-DR Federal Award Numbers B-19-DV-48-0001, awarded March 22, 2021, and B-19-DV-48-0002, awarded March 22, 2021, as both may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this

Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$1,000,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-DR program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);

(e) Other guidance posted at: <https://recovery.texas.gov/action-plans/2018-floods/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Acquisition” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the State of Texas CDBG-DR Action Plan: 2018 South Texas Floods, as may be amended, found at <https://recovery.texas.gov/action-plans/2018-floods/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“As-Built Plans” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in

accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-DR" means the Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or **"COCC"** means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02**.

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from the 2018 South Texas Floods and in which the safety and well-being of area residents are at risk from future flooding events.

"DRGR" means the U.S. Department of Housing and Urban Development's Disaster Recovery and Grant Reporting System.

“Environmental Review Record” or **“ERR”** means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. § 200.313.

“Event of Default” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“Federal Assurances” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Register” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 85 Fed. Reg. 4681 (January 27, 2020) and any other publication affecting CDBG-DR allocations funding this Contract.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“FWCR” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“GAAP” means “generally accepted accounting principles.”

“GASB” means accounting principles as defined by the Governmental Accounting Standards Board.

“General Affirmations” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“GLO” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“GLO Implementation Manual” means the manual created by the GLO for subrecipients of CDBG-DR grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-DR programs and timely spend grant funds.

“Grant Completion Report” or **“GCR”** means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“Grant Manager” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“Guidance Documents” means the documents referenced in **Section 1.03**.

“HUD” means the United States Department of Housing and Urban Development.

“Implementation Schedule” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“Infrastructure” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“Low- and Moderate-Income” or **“LMI”** means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“MID” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“Monthly Activity Status Report” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“NTP” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“Performance Statement” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“Planning” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“Program” means the CDBG-DR program, administered by HUD and the GLO.

“Project” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Public Information Act” or **“PIA”** means Chapter 552 of the Texas Government Code.

“Revision” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“Start-Up Documentation” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“Subrecipient” means City of Combes, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“Technical Guidance Letter” or **“TGL”** means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-DR Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“Texas Integrated Grant Reporting System” or **“TIGR”** means the GLO system of record for documenting and reporting the use of grant funding.

“U.S.C.” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **May 31, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-DR funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-DR funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-DR National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-DR funded real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-DR funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under the acts listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Supplemental Appropriations for Disaster Relief Act, 2018 (Pub. L. 115-254), enacted October 5, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2018	B-19-DV-48-0001
Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2018 or 2019	B-19-DV-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for

Award Management website at <https://www.sam.gov>. Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-DR Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-DR regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's

construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-DR Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-DR Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-DR funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents,

personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

City of Combes
21626 Hand Road
Combes, TX 78535
Attention: Silvestre Garcia

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements

relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire

agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-DR guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.25 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-DR funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-DR funds;
 - (iii) The estimated amount of the CDBG-DR funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-DR Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the

location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by the 2018 South Texas Floods. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Disaster Recovery Program."

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
 - (ii) in a way that meets the Contract's performance requirements; or
 - (iii) at a reasonable price.
- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the

equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through <https://www.sam.gov/>.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

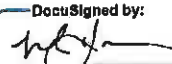
Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 23-152-006-E178
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-DR – 2018 SOUTH TEXAS FLOODS STATE MID COMPETITION

GENERAL LAND OFFICE

CITY OF COMBES







DocuSigned by:

Mark A. Ravens, Chief Clerk

DocuSigned by:

By: Silvestre Garcia
Title: Mayor

Date of execution: 4/5/2024

Date of execution: 4/3/2024

OGC 
PM 
SDD 
DGC 
GC 
DLC 

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** Special Conditions
- ATTACHMENT F** Monthly Activity Status Report
- ATTACHMENT G** GLO Information Security Appendix
- ATTACHMENT H** Contract Reporting Template

ATTACHMENTS FOLLOW



GLO CONTRACT NO. 24-067-021-E208
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
2019 DISASTERS FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF COMBES**, Texas Identification Number (TIN) **17417173675** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from the 2019 Texas Severe Storms and Flooding (DR-4454) or Tropical Storm Imelda (DR-4466), also referred to individually and collectively as the “2019 Disasters,” major disasters declared in 2019 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-DR Federal Award Number B-19-DF-48-0001, awarded March 22, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this

Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$1,000,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-DR program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);

(e) Other guidance posted at: <https://recovery.texas.gov/action-plans/2019-disasters/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Acquisition” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the State of Texas CDBG-DR Action Plan: 2019 Disasters, as may be amended, found at <https://recovery.texas.gov/action-plans/2019-disasters/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or **“Grant Application”** means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“As-Built Plans” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

Wednesday, August 28, 2024

Aida Gutierrez
City Administrator
Town of Combes, Texas
P.O. Box 280, 21626 Hand Road
Combes, TX 78535
Email: agutierrez@townofcombes.com

Dear Community Project Funding Grantee,

In the Consolidated Appropriations Act, 2024 (Public Law 118-42) (the FY2024 Act), and the Further Consolidated Appropriations Act, 2024 (Public Law 118-47) (the Further FY2024 Act) Congress made \$3,290,054,336 in funding available for Community Project Funding (CPF). These CPF awards are administered by the Department of Housing and Urban Development (HUD). HUD received the information below about your project from Congress. A Grant Number has been added and will be the unique identifier for your project throughout the grant process.

Grant Number: B-24-CP-TX-2126
Project: Combes Lateral Drain Project
Grantee/Recipient: Town of Combes, Texas
Amount: \$500,000
HUD Grant Officer: Lauren Thomas / Lauren.Thomas@hud.gov
HUD System Officer: Candace.M.Jameson / Candace.M.Jameson@hud.gov
HUD Regional Environmental Officer: David Storms / David.A.Storms@hud.gov

This letter outlines initial grant award requirements and information needed from you to get started. This Grant Award Package also includes: The "FY2024 Community Project Funding Grant Guide" (FY2024 CPF Grant Guide), the template for your FY2024 Community Project Funding Grant Agreement, and the forms required to complete and submit information online to populate before we sign your FY2024 CPF Grant Agreement. A brief overview of these documents is below:

- 1) **FY2024 CPF Grant Guide:** The FY2024 CPF Grant Guide provides instructions for completing the requested information and filling out the required administrative forms to initiate your FY2024 CPF Grant Agreement. Please refer to this document as it includes important information and forms for accessing the online system (DRGR), as well as other information concerning reporting requirements.

2) FY2024 CPF Grant Agreement for this Award: The FY2024 CPF Grant Agreement specifies the applicable statutory provisions, regulations, and administrative requirements for this award. Please make sure all grantee information and award-specific information is entered completely and accurately before signing this Agreement. When you submit your grant materials on our DRGR Grant Processing Module it will create your customized FY2024 CPF Grant Agreement.

3) Standard Forms and Required Materials: The following forms will be needed:

- a. Form HUD-1044, Assistance Award/Amendment Form (Attached)
- b. Standard Form-424 Application for Federal Assistance (in the online system)
- c. SF-424-B, Assurances for Non construction Programs, and/or SF-424-D, Assurances for Construction Programs (in the online system)
- d. SF-LLL Disclosure of Lobbying Activities (as applicable in the online system):
<https://www.grants.gov/forms/forms-repository/sf-424-family>
- e. SF-1199A - Direct Deposit Sign-Up Form: <https://www.gsa.gov/system/files/SF1199A-20.pdf> The form is to be completed by the grantee and grantee's financial institution. Grantees will need to submit the completed form and upload to DRGR.

Grant Award Process Overview

Below is a step-by-step walk-through of the process and necessary documents and forms to execute your FY2024 CPF Grant Agreement. This process and the forms are also available in the FY2024 CPF Grant Guide, which can also be found on the program's webpage at: https://www.hud.gov/program_offices/comm_planning/edi-grants/FY_2024 on HUD.gov and on this webpage <https://www.hudexchange.info/programs/cpf/> on the HUD Exchange.

1. Grantees should review the Grant Award Package documents.
2. Grantees should initiate or complete the HUD environmental review.
3. Grantees gather all required information and submit to HUD using the online system DRGR.
4. HUD provides access to DRGR system to access the Grant Processing Module to submit required information, answer questions, and upload documents. Once all required information is submitted online HUD will review the completed grant materials submitted.
5. HUD staff will review the information and documents for completeness. If there are any deficiencies the corrections and/or clarifying questions will be shared with the grantee for correcting or answering the clarifying questions. If not, HUD staff will submit the package internally for a second level review. Then, the Acting Director for the Congressional Grants Division will review the grant package. Finally, your Grant Agreement will be executed.
6. HUD will notify the grantee that their FY2024 Grant Agreement has been fully executed and will share additional materials with the grantee to complete to begin the payment processing activities to receive your funds.

Training and Tools

FY2024 CPF Onboarding Event: This event will take place in September. We will review this letter and grant award package materials along with sharing next steps and how to sign up for a cohort. The event will be recorded and shared online after the event.

FY2024 CPF Grantee Cohorts: This provides you and your staff the opportunity to register for a four-part training for how to prepare your grant materials and submit them online. Information about the registration will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Webinar Series: This provides you and your staff with information about the regulations, requirements, and processes for your grant. Information about the registration for the webinar series will be shared via email and during the FY2024 CPF Onboarding Event.

FY2024 CPF Grantee Online HUD Exchange Resources: This website page includes general information and your specific Fiscal Year information along with links to past and future technical assistance opportunities. The site is also used for you to register for our listserv and for communicating updates to you and those on the listserv.

Overview of Requirements

CPF grants are subject to several Federal requirements. HUD will provide additional information and further clarification regarding applicable requirements and the grant award process in upcoming webinars and additional technical assistance. The most essential requirements include:

- 1) **Administrative Requirements:** CPF grants are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).
- 2) **HUD Environmental Review Requirements:** EDI/CPF grants, like all projects funded by HUD, are subject to requirements under the National Environmental Policy Act (NEPA), HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, and appropriate federal environmental and historic preservation laws, regulations, and Executive Orders.
 - To be eligible, activities and expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes and Executive Orders, and other "cross-cutting" federal requirements adhered to by HUD.
 - If the environmental review is being conducted by a local government responsible entity under Part 58, a Request for Release of Funds and Certification must be approved by HUD, as applicable. If the environmental review is being completed by HUD under Part 50, the environmental review must be approved and certified by HUD.

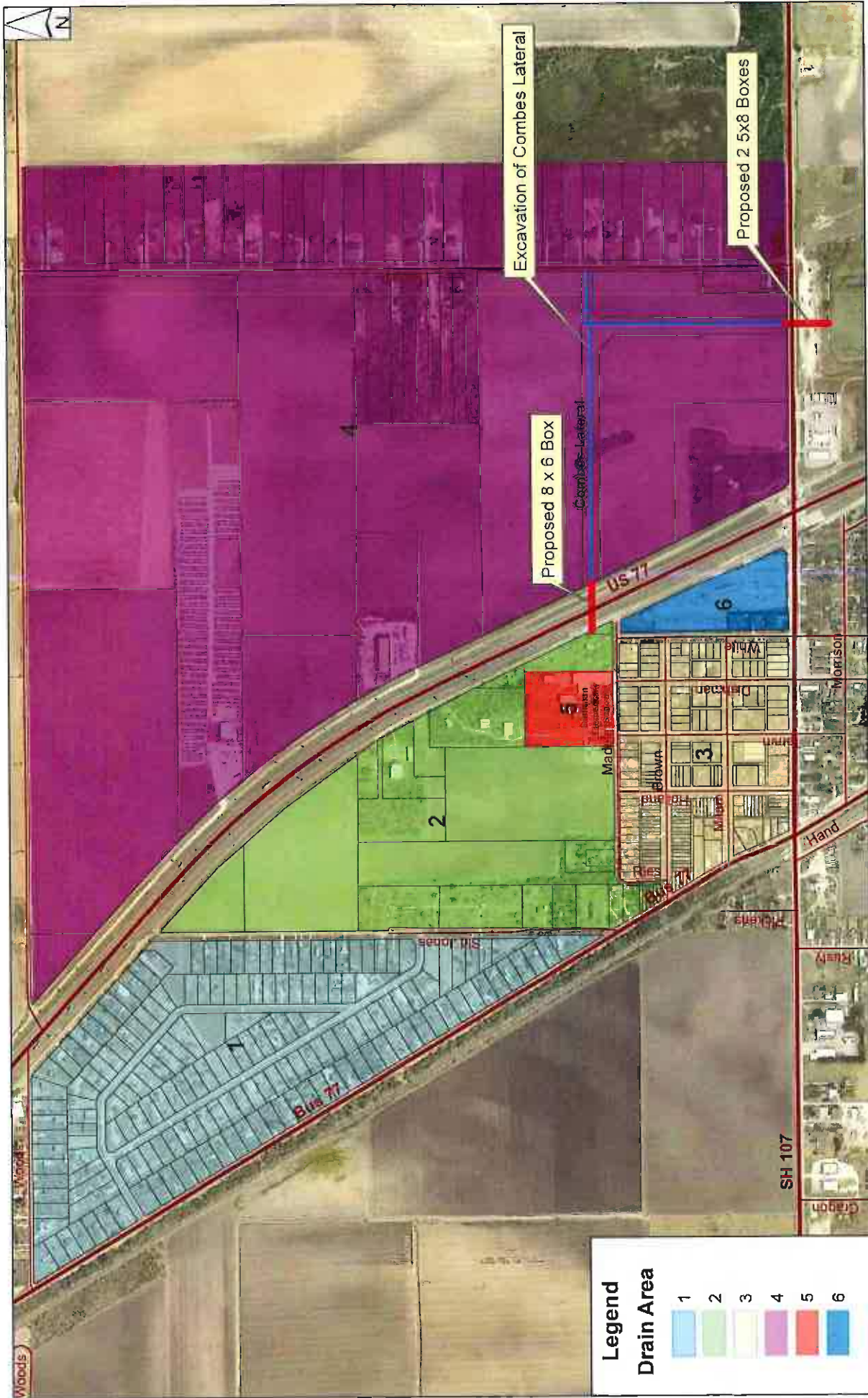
- HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.
- For FY2024 grants, the date of the Act's enactment (March 9, 2024) is the federal nexus for compliance with all environmental laws. Once a project is federalized, in keeping with the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and all necessary HUD approvals must be obtained prior to taking any choice limiting actions, such as acquisition, construction, ground disturbance, and entering into contracts.
- Further explanation and guidance on choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide and on the program's webpage at: <https://www.hudexchange.info/programs/cpf/>.
- Some projects may already be underway at the time of federal nexus and while it is still best practice to stop all work after the federal nexus before the environmental review is complete for EDI/CPF projects that are already underway at time of federal nexus, grantees are allowed to perform activities after the federal nexus, but only for activities which are part of a pre-nexus contract that obligates them to do so. However, grantees would be doing so at their own risk, as any activity performed, or proposed to be performed, after the federal nexus must be included in the project scope of a satisfactory environmental review to be reimbursable.
- A satisfactory review must show that the project activities will not result in unmitigable environmental harm and must not preclude consultation with the appropriate environmental authorities such as the State Historic Preservation Office (SHPO). Environmental authorities may refuse to consult if physical impacts are made to a site before consultation.
- HUD conducted a nationwide environmental review for FY24 EDI/CPF soft costs to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After execution of the Grant Agreement, eligible soft costs can be incurred after March 9, 2024 (see 2 CFR 200.403). Eligible hard costs can be reimbursed if incurred after a full environmental review is completed (see 2 CFR 200.403).
- HUD Environmental Officers:
<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

If you, or your staff, have any questions regarding how to complete or submit the requires documents, please feel free to contact your Grant Officer or System Officer. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Please include your grant number and project in all email correspondence. We look forward to working with you on this important project!

Sincerely,

Nadab Bynum

Nadab Bynum
Acting Deputy Assistant Secretary
for Economic Development



Legend
Drain Area

- 1
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- **Project Name:** Combes Lateral Drain Project

- **Project Description (2000 character limit):**

The drainage 24" RCP underneath from the frontage and Madeley Avenue across the expressway is undersized and is a "bottleneck" for the residential areas and Dishman Elementary in Combes. As a result, after heavy rains, the residential areas, including this school, end up being heavily flooded. Reportedly, there were 14 to 18 inches after the 2019 floods of standing water in this whole area.

- After the 2019 floods, Harlingen CISD spent \$454,353 to repair the damage caused by the standing water inside the school and throughout the campus.
- Over 327 properties (homes, etc.) across the street and adjacent from this school were flooded as well.

The only release the heavy rains has from this whole area is to the existing 24" drainage pipe that is on the frontage on the corner of Madeley Avenue and the frontage of the expressway. This existing drainage pipe is a "bottleneck," too small to handle the amount of rainfall from the whole area west of the expressway (school and residential areas)

To mitigate this drainage problem, we are proposing the following improvements:

- a. replace the existing 24" drainage pipe with 8x6 box culverts through Expressway 77
- b. excavate a 50 feet wide ditch on Combes Lateral
- c. Install two 5 x 8 box culverts under the FM 508 Crossing

By upgrading the existing 24" drainage pipe that runs underneath the expressway and replacing it with the 8 x 6 box culverts, we will be significantly expanding the capacity of this drainage system to carry greater volume of storm water. The storm water will drain into the 50 feet wide ditch on the east side of the expressway, which we are proposing to construct as part of this request. This 50 feet wide drainage ditch will run further east and then south towards FM 508 where we are proposing to install two 5 x 8 boxes that will further discharge the storm water into the 20 acre detention pond we own and maintain that connects into our Wilson Tract Main Drain. This Wilson Tract Main Drain transports the storm water east to the North Main Drain that connects to the Arroyo Colorado.

The 50 feet drainage ditch, once completed, will serve as the storm drain outfall for all growth north and east of this proposed ditch, spurring residential and commercial development.

Dishman Elementary School will benefit from this drainage project due to past severe flooding that posed challenges to educators and students. Forcing temporary school shutdown that kept children at home disrupting their education and parents had to make a choice of working or staying home to care for their children. Elementary children returned to school after severe flooding, they struggled with stress and trauma. Because this school is a local hub, offering meals, counseling, and other services beyond academics. The damage had a disproportionate impact on Combes Community, aside from the health issues that followed the flood, and the cost to repair the damage.

This project will ensure no potential infrastructure damage to the school for the betterment of children's education, educators, and staff.

Amount requested for the project and the total project cost:

1. \$900,000 (expressway drainage improvements)
2. \$300,000 (ditch excavation)
3. \$275,000 (box culverts under the FM 508 Crossing)
4. \$147,475 Engineering / Surveying
5. \$1,622,500 TOTAL Amount Requested

We are requesting \$1,622,500. The Cameron County Drainage District No. 5 has already acquired the right of way for this project. This acquisition is valued at \$300,000 and represents the local match that Cameron County Drainage District No. 5 is providing to this drainage project.

- **Start Date:** January 2, 2024
- **End Date:** December 31, 2024
- **Community support documents**
 - a. Letter of support from Harlingen CISD
- **Amount Requested:** \$1,622,500
-
- **Total Project Cost:** \$1,922,500 (includes the \$300,000 ROW acquisition donation by Cameron County Drainage District No. 5)
-
- **FY 24 President's Budget Request Amount:** \$1,622, 500
- **FY23 Enacted Amount:** \$1,622,500
- **Can the project obligate all appropriated funds within 12 months after enactment?** Yes
-
- **Is the funding request applicant government or non-profit organization?** Government
-
- **Recipient Legal Name:** Town of Combes
- **Recipient Point of contact name, email and phone number:** Aida Gutierrez,
agutierrez@townofcombes.com 956-425-7131
-
- **Congressional District of Recipient:** 34th
-
- **Recipient Street Address, City, State and Zip code:** Madeley Avenue, Combes, TX 78535
-
- **Is the project address the same as the recipient address?** No
-
- **If no, please provide the project address and congressional district:** Madeley Avenue, 34th
-
- **Website address of recipient:** www.townofcombes.com
-

- **What are the benefits of this project and why is it a priority?** These improvements, once completed, will significantly expand the capacity of the drainage system by upgrading the drainage pipe that goes underneath the expressway and constructing a drainage system on the west side of the expressway that connects to 508 and into the Wilson Tract Drain
- **Who are the community partners participating in this project? Have local community development organizations with prior experience with HUD programs been consulted?** The City, school district, and the drainage district. It's been a project that has been discussed extensively at community meetings and public hearings.
-
- **Has the request been submitted to another Subcommittee or Committee this fiscal year? If yes, which one(s)?** Not we are aware of.
-
- **Is this project consistent with the primary objective of the community development program?** Please describe who the project is intended to benefit. It is because it will largely benefit a high percentage of low and moderate income families in Combes.

Aida Gutierrez

From: Karen <Karen@lcmsinc.com>
Sent: Thursday, July 24, 2025 1:27 PM
To: melinda.badillo@charlottetx.com; Cityadministrator@CityofDevine.com; cityadmin@cityofhallettsville.org; Jamie Kindred; michelle.salais@co.karnes.tx.us; tsalazar@citytrtx.com; dstoeve@weimartx.gov; cityadmin@cityofwest.com; Jo-Ell Guzman; Sam Listi; Courtney Peres; Brian LaBorde; Ben Blanchard; Tim Kelty; CityManager; Anyisia Jones; City Of Lyford; CityAdmin Natalia; Jared Hockema; Susie Alcocer; Darrell Pullin; raycity raymondvilletx.us; d.garza raymondvilletx.us; Yolanda Moran; Aida Gutierrez
Cc: Lacie Koska; Kevin Coleman; Jill Phinney; Jessica Daidone; Erin Thompson; Judy Langford; Jerri Conrado
Subject: Budge cuts proposed for HOME PROGRAM AND CDBG for 2026

Good afternoon,

I wanted to update all of our Home Program cities about what is going on in regards to funding budget for Home Program. The President and the House have zeroed out funding for Home Program and CDBG for the 2026 budget. Not to worry.... For Home Program we currently are still working with 2024 funds and funds for 2025 will arrive late September. These funds have already been approved and are safely within our grasp. I watched the committee meeting today in regards to recommendation to the Senate. The bipartisan committee approved the Home Program 1.25 Billion and CDBG funds at 3.1 Billion to move forward to the senate floor where this will go thru rounds of talks and possibly amendments to what exists (or does not exist) in the current proposed budget for Home and CDBG for October 2026.

Once we get thru this part it will go for a vote by the Senate. This is not unfamiliar territory and we have been here before. There is a lot still that will be unpacked here and this is a pollical game that plays out pretty much every year. With that being said, we sincerely ask that you reach out to your politicians in your area and express to them the importance that these programs play in your city community along with the consequences that you all face without these programs. I promise, they will listen to you since their jobs are on the line. If you want more information about CDBG please contact your specialist with Langford Community Management. Right now and for the next few months we will all be watching as this plays out but as I said for now it is business as usual.

It is always a pleasure to serve our communities!

Best Regards,
Karen Walker

Karen Walker
Home Program Team Manager



9017 W. State HWY 29, Ste 206, Liberty Hill, Texas 78642
Cell: 512.696.4056 Office: 512.452.0432
LCMSinc.com / [Facebook](https://www.facebook.com/LCMSinc) / [LinkedIn](https://www.linkedin.com/company/lcmsinc) RMLO#1209925 LCMS #630095

Debt Schedules

Tab 5

DEBT SERVICE SCHEDULE

WILMINGTON TRUST, N.A.

Effective: 10/21/2022

Issuer: COMBES TX LTD TAX REF BDS 2015				111390-000		
Pay#	Date	Interest	Principal	Total Payment	Casualty	Balance
1	04/15/2015	11,267.25	0.00	11,267.25	0.00	2,675,000.00
2	10/15/2015	33,303.75	115,000.00 C	148,303.75	0.00	2,560,000.00
3	04/15/2016	31,872.00	115,000.00 C	146,872.00	0.00	2,445,000.00
4	10/15/2016	30,440.25	120,000.00 C	150,440.25	0.00	2,325,000.00
5	04/15/2017	28,946.25	120,000.00 C	148,946.25	0.00	2,205,000.00
6	10/15/2017	27,452.25	120,000.00 C	147,452.25	0.00	2,085,000.00
7	04/15/2018	25,958.25	120,000.00 C	145,958.25	0.00	1,965,000.00
8	10/15/2018	24,464.25	120,000.00 C	144,464.25	0.00	1,845,000.00
9	04/15/2019	22,970.25	125,000.00 C	147,970.25	0.00	1,720,000.00
10	10/15/2019	21,414.00	125,000.00 C	146,414.00	0.00	1,595,000.00
11	04/15/2020	19,857.75	125,000.00 C	144,857.75	0.00	1,470,000.00
12	10/15/2020	18,301.50	130,000.00 C	148,301.50	0.00	1,340,000.00
13	04/15/2021	16,683.00	130,000.00 C	146,683.00	0.00	1,210,000.00
14	10/15/2021	15,064.50	60,000.00 C	75,064.50	0.00	1,150,000.00
15	04/15/2022	14,317.50	60,000.00 C	74,317.50	0.00	1,090,000.00
16	10/15/2022	13,570.50	60,000.00 C	73,570.50	0.00	1,030,000.00
17	04/15/2023	12,823.50	60,000.00 C	72,823.50	0.00	970,000.00
18	10/15/2023	12,076.50	65,000.00 C	77,076.50	0.00	905,000.00
19	04/15/2024	11,267.25	65,000.00 C	76,267.25	0.00	840,000.00
20	10/15/2024	10,458.00	65,000.00 C	75,458.00	0.00	775,000.00
21	04/15/2025	9,648.75	65,000.00 C	74,648.75	0.00	710,000.00
22	10/15/2025	8,839.50	65,000.00 C	73,839.50	0.00	645,000.00
23	04/15/2026	8,030.25	65,000.00 C	73,030.25	0.00	580,000.00
24	10/15/2026	7,221.00	70,000.00 C	77,221.00	0.00	510,000.00
25	04/15/2027	6,349.50	70,000.00 C	76,349.50	0.00	440,000.00
26	10/15/2027	5,478.00	70,000.00 C	75,478.00	0.00	370,000.00
27	04/15/2028	4,606.50	70,000.00 C	74,606.50	0.00	300,000.00
28	10/15/2028	3,735.00	75,000.00 C	78,735.00	0.00	225,000.00
29	04/15/2029	2,801.25	75,000.00 C	77,801.25	0.00	150,000.00
30	10/15/2029	1,867.50	75,000.00 C	76,867.50	0.00	75,000.00
31	04/15/2030	933.75	75,000.00	75,933.75	0.00	0.00
Total		462,019.50	2,675,000.00	3,137,019.50	0.00	

Tax Rate Impact Analysis*

A	B	C	D	E	F	G	H	I	J	K	L	M	
City of Combes										15 Year Financing			
Estimated Tax Rate Impact													
All Amounts Shown are Estimated										[J]	=[D]+[G]-[H]-[I]		
Collections Rate		Delivery Date		9/23/2021		TIC		4.05%					
95.00%		Project Fund		4,605,000		Par Amount		4,750,000					
FYE	Net Taxable Assessed	AV	Existing Debt				Less: CEDC/MDD	Less: System	Utility	Total Net Debt	Required	I&S Tax Rate	FYE
9/30	Valuation ¹	Growth	Service	Principal	Interest	Total	Transfers ²	Transfers		Service	I&S ³	Increase	9/30
2021	\$ 89,820,096	11.1%	\$ 294,984	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 294,984	\$ 0.33000	\$ (0.03007)	2021
2022	99,785,648	11.1%	149,382	135,000	107,944	242,944	-	80,000	-	312,326	0.32947	(0.00053)	2022
2023	102,500,000	2.7%	146,394	100,000	186,908	286,908	-	112,000	-	321,302	0.32996	0.00049	2023
2024	105,700,000	3.1%	153,345	180,000	182,858	362,858	55,000	125,000	-	336,203	0.33481	0.00485	2024
2025	108,000,000	2.2%	150,107	150,000	175,568	325,568	100,000	150,000	-	225,575	0.21996	(0.11486)	2025
2026	113,000,000	4.6%	146,870	200,000	169,493	369,493	110,000	160,000	-	246,363	0.22949	0.00954	2026
2027	113,500,000	0.4%	153,570	220,000	161,393	381,393	120,000	165,000	-	249,963	0.23182	0.00233	2027
2028	114,000,000	0.4%	150,085	250,000	152,483	402,483	130,000	170,000	-	252,568	0.23321	0.00139	2028
2029	114,500,000	0.4%	156,536	260,000	142,358	402,358	140,000	175,000	-	243,894	0.22422	(0.00899)	2029
2030	115,000,000	0.4%	152,801	280,000	131,828	411,828	150,000	180,000	-	234,629	0.21476	(0.00946)	2030
2031	115,500,000	0.4%	-	450,000	120,488	570,488	160,000	255,000	-	155,488	0.14171	(0.07306)	2031
2032	115,500,000	0.0%	-	465,000	102,263	567,263	160,000	255,000	-	152,263	0.13877	(0.00294)	2032
2033	115,500,000	0.0%	-	485,000	83,430	568,430	160,000	255,000	-	153,430	0.13983	0.00106	2033
2034	115,500,000	0.0%	-	505,000	63,788	568,788	160,000	255,000	-	153,788	0.14016	0.00033	2034
2035	115,500,000	0.0%	-	525,000	43,335	568,335	160,000	255,000	-	153,335	0.13974	(0.00041)	2035
2036	115,500,000	0.0%	-	545,000	22,073	567,073	160,000	255,000	-	152,073	0.13859	(0.00115)	2036
Total			\$ 1,654,074	\$ 4,750,000	\$ 1,846,204	\$ 6,596,204	\$ 1,765,000	\$ 2,847,000	\$ 3,638,278				Total
⁽¹⁾ FY 2021-2022 TAV based off Cameron County Appraisal District Report, ARB Approved Totals. Projections provided by City beginning FY 2023.													
⁽²⁾ The CEDC and MDD will transfer \$106,667 and \$53,333, respectively before 9/30/2021, into a designated reserve account with the Purchaser.													
⁽³⁾ Bolded tax rate set by City, all others calculated													

*Preliminary, subject to change.