

## LINE ITEM 6

6. Discussion / action to approve prior minutes for Regular City Council meeting, July 13, 2026.



Regular Council Meeting Minutes,  
July 13, 2026

1. **Call meeting to order:** Mayor Ferguson called the Regular City Council meeting for July 13, 2026 at the Presidio Activity Center into order at 5:33 p.m.
2. **Quorum Check:** City Secretary verified quorum according to Texas Open Meetings Act, TX Local Government Code § 22.039.

| Attendee Name          | Title                 | Status       | Arrived |
|------------------------|-----------------------|--------------|---------|
| John Ferguson          | Mayor                 | Present      |         |
| Cristian Montoya       | Mayor Pro Tem         | Present/Late | 5:58 PM |
| Bianca Martinez-Bailon | Council member        | Present      |         |
| Itzmira Bustamante     | Council member        | Present      |         |
| Silverio Escontrias    | Council member        | Present      |         |
| Vacant Seat            | Council member        |              |         |
| Pablo Rodriguez        | City Administrator    | Present      |         |
| Brenda Ornelas-Acuña   | City Secretary        | Present      |         |
| Glorissel Muñiz        | Deputy City Secretary | Present      |         |

3. **Pledge of Allegiance:** Mayor Ferguson led pledge of allegiance.
4. **Recognize and Welcome Visitors – 5 minutes**

*Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comments with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.*

Mayor Ferguson welcomed public and City of Presidio staff to the regular meeting on July 13, 2026 at the Presidio Activity Center and opened floor for any visitor to address the City Council for five minutes. Mr. Carlos Nieto commented on the concern with the closure of Mexico Street and the implication it will cause with that closure. Mr. Nieto stated the possibility of legal action if Mexico Street is closed. Mr. Nieto also commented to recognize the heroic actions of the individual that helped the two vehicle victims that were hurt during a vehicular accident outside of Alpine. The individual that helped is from the City of Presidio. Mr. Jiovanny Escontrias thanked the city for their prompt action to the upkeep of the Baseball Fields.

5. **Discussion / action to approve prior minutes for Regular City Council meeting, June 22, 2026.**

**DISCUSSION:** No discussion at this time.

**ACTION:** Councilman Escontrias moved to approve the minutes for Regular City Council meeting, June 22, 2026, as presented.

Councilwoman Bustamante seconded the motion.

Motion Carried Unanimously 3-0

6. **City of Presidio Business (New/Old)**

- a. **Discussion / action / update on the TxCDBG Grant CDV23-0300 (Water and Drainage Improvements) project status and other grant matters. – Mrs. Becky Brewster, Grant Administrator**

**DISCUSSION:**

**ACTION:** No action.

- b. **Discussion / action / update on the TxCDBG Rural Economic Development (RED) Grant CRC23-0523 project status and other grant matters. – Mrs. Becky Brewster, Grant Administrator**

**DISCUSSION:**

**ACTION:** No action.

- c. **Discussion / action / update on the TxCDBG Grant CDV25-0138 project status. – Mrs. Becky Brewster, Grant Administrator**

1. **Other grant matters.**

**DISCUSSION:**

**ACTION:** No action.

- d. **Discussion / action / update on the TDEM TX 5161-4 (ARPA Funds). – Mrs. Becky Brewster, Grant Administrator**

1. **Project status**

2. **Other grant matters.**

**DISCUSSION:**

**ACTION:** No action.

- e. **Discussion / action to take appropriate approval for Resolution 2026-06R designating the Big Bend Sentinel as the official newspaper of record for the City of Presidio for Fiscal Year 2026-2027.**

**NOTE:** On June 18, 2026, the Big Bend Sentinel announced that they were taking a hiatus from their print edition for the summer and will only public a digital version for subscribers. – City Secretary

**DISCUSSION:** City Secretary stated that this resolution was to designate an official newspaper of record for the City of Presidio.

**ACTION:** Councilman Escontrias moved to approve the Resolution 2026-06R designating the Big Bend Sentinel as the official newspaper of record for the City of Presidio for Fiscal Year 2026-2027.

Councilwoman Martinez-Bailon seconded the motion.

Motion Carried Unanimously 3-0

- f. **Discussion / Update on the recent Independence Day Celebration in the City of Presidio and announcement on the upcoming Viva Big Bend Music event. – Mayor Ferguson**

**DISCUSSION / UPDATE:** Councilwoman Martinez-Bailon updated on the City of Presidio Independence Day celebration and events. Mayor Ferguson thanked everyone for their dedication and help with this event. Mrs. Nelly Alvarez updated the City Council and public on the upcoming Viva Big Bend Music event.

- g. **Discussion / action to take the appropriate approval to allow the Polvo con Causa, August 7<sup>th</sup> and 8<sup>th</sup> and Ruta Santa Teresa, October 16<sup>th</sup> through 18<sup>th</sup>, 2026, the use of the City of Presidio Baseball Fields as camping ground during their events. – Councilman Montoya**

**DISCUSSION:** Mayor Ferguson stated these were events for two events to utilize the city's baseball fields as camping grounds during their weekend events.

**ACTION:** Councilwoman Martinez-Bailon moved to approve and allow the Polvo con Causa, August 7<sup>th</sup> and 8<sup>th</sup> and Ruta Santa Teresa, October 16<sup>th</sup> through 18<sup>th</sup>, 2026, the use of the City of Presidio Baseball Fields as camping ground during their events.

Councilman Escontrias seconded the motion.

Motion Carried Unanimously 3-0

**h. Discussion / action to appoint a member to the Presidio County Underground Water Conservation District Board. – Mayor Ferguson**

**DISCUSSION:** Mayor Ferguson volunteered to serve on the Presidio County Underground Water Conservation District Board. Mr. Fernando Juarez approached the City Council that he does not mind continuing to serve on the PCUWD board. Various public members commented on this issue and their concerns with conflict of interest. The public expressed their issues with the border wall and the potential conflict of interest this seat may cause. Mr. Juarez stated that this seat for the Presidio County Underground Water Conservation District Board has nothing to do with the border wall.

(Councilman Montoya entered the City Council meeting at 5:58 PM)

**ACTION:** Councilman Escontrias moved to reappoint Mr. Fernando Juarez to the Presidio County Underground Water Conservation District Board.

Councilman Montoya seconded the motion.

Motion Carried Unanimously 4-0

**i. Discussion / action to approve the Memorandum of Understanding between the Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction and the City of Presidio. – Mrs. Cinderella Guevara, Texas Division of Emergency Management**

**DISCUSSION:** Mayor Ferguson and City Council member's discussion on the requirements between the TDEM and the City of Presidio and they needed more information from Mrs. Guevara.

**ACTION:** Councilman Escontrias moved to table line item 6i pending more information from Mrs. Guevara.

Councilwoman Bustamante seconded the motion.

Motion Carried Unanimously 4-0

**j. Discussion / action to appoint one candidate from the Letters of Interest or to request Letters of Interest to the vacated City Council Unexpired-Term seat and set date for last day to receive letters if no letters have not been submitted. – City Secretary**

**DISCUSSION:** City Secretary stated there have been no Letters of Interest submitted as of today.

**ACTION:** Councilman Escontrias moved to reopen to call for Letters of Interest to the vacated City Council Unexpired-Term and last day to submit their Letter of Interest as of July 27 at 5pm.

Councilman Montoya seconded the motion.

Motion Carried Unanimously 4-0

**k. Discussion / action to take appropriate action to approve the setting of a possible City Administrator Interim and publishing the opening for a new City Administrator for the City of Presidio. – City Secretary**

**1. Adjourn into executive session as Authorized by the Texas Government Code including, but not limited to section 551.074 (Personnel Matters), regarding agenda item 6k.**

**2. Reconvene into open session and take such action as appropriate.**

**ACTION:** Mayor Ferguson adjourned into executive session at 6:53 pm. Mayor Ferguson reconvened into open session at 7:13 pm.

**DISCUSSION:** Mayor Ferguson requested a motion.

**ACTION:** Councilman Escontrias moved to appoint Mayor Ferguson as the Interim City Administrator until the position has been filled and October 30<sup>th</sup> is the last day to submit application.

Councilwoman Martinez-Bailon seconded the motion.

Motion Carried Unanimously 4-0

**7. Adjourn**

**DISCUSSION:** There being no further business for the City Council Mayor Ferguson adjourned the City of Presidio regular meeting for July 13, 2026 at 7:19 p.m.

**ACTION:** Councilman Montoya moved to adjourn the City of Presidio regular meeting for July 13, 2026 at 7:19 p.m.

Councilwoman Martinez-Bailon seconded the motion.

Motion Carried Unanimously 4-0

**CITY OF PRESIDIO, TEXAS**

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**John Ferguson**  
**City of Presidio Mayor**

**ATTEST:**

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**Brenda Lee Acuña**  
**City Secretary**

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- a. Presentation to the City Administrator, Mr. Pablo Rodriguez upon his retirement and service to the City of Presidio.

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- b. Discussion / action / update on the TxCDBG Grant CDV23-0300 (Water and Drainage Improvements) project status and other grant matters. – Mrs. Becky Brewster, Grant Administrator

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- c. Discussion / action / update on the TxCDBG Rural Economic Development (RED) Grant CRC23-0523 project status and other grant matters. – Mrs. Becky Brewster, Grant Administrator

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- d. Discussion / action / update on the TxCDBG Grant CDV25-0138 project status. – Mrs. Becky Brewster, Grant Administrator
  - 1. Other grant matters.

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- e. Discussion / action / update on the TDEM TX 5161-4 (ARPA Funds). – Mrs. Becky Brewster, Grant Administrator
  - 1. Project status
  - 2. Other grant matters.

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- f. Discussion / Presentation of final architectural plans for the Big Bend Regional Hospital District's new Presidio Health Center. Introduce the general contractor and request approval for the building permit. – Ms. Lynette Brehm, BBRHD Executive Director / Wilson & Company / Oprex Construction

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- g. Discussion / action to appoint a Mayor Pro-Temore by Ordinance 2026-8 pursuant to Local Government Code § 22.037 (b), City of Presidio shall at each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year. – City Secretary

**ORDINANCE 2026-8**  
**CITY OF PRESIDIO APPOINTMENT OF**  
**MAYOR PRO-TEMPORE**

**AN ORDINANCE BY THE CITY OF PRESIDIO APPOINTING A MAYOR PRO-TEMPORE FOR THE CITY OF PRESIDIO, TEXAS.**

**WHEREAS**, pursuant to Local Government Code § 22.037 (b), City of Presidio shall at each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

**WHEREAS**, a new administration has been elected and duly sworn; and

**WHEREAS**, the appointment of a Mayor Pro-Tempore is necessary;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRESIDIO, TEXAS:**

The City Council hereby appoints \_\_\_\_\_ as Mayor Pro Tempore of the City of Presidio.

**PASSED & APPROVED this, 27 July 2026 by a vote of \_\_\_\_\_ (ayes) to \_\_\_\_\_ (nays) to \_\_\_\_\_ (abstentions) of the City Council of Presidio, Texas.**

**CITY OF PRESIDIO, TEXAS**

\_\_\_\_\_  
John Ferguson, Mayor

**ATTESTED:**

\_\_\_\_\_  
Brenda Lee Acuña, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Cynthia Trevizo, Assistant City Attorney  
Alan, Bojorquez, City Attorney  
Bojorquez Law Firm

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- h. Discussion / action to approve the Interlocal Cooperation Agreement for Road Construction and Maintenance Operations between the City of Presidio, and Presidio County. – Mayor Ferguson

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- i. Discussion / action to review and approve Ordinance 2026-9 amending and establishing rules and regulations for placement and maintenance of Mobile Homes, HUD-Code Manufactured Homes, Portable Buildings set up as a House; Restricting Travel and Recreational Vehicles as Permanent residences within the city limits of the City of Presidio, Texas.

## **ORDINANCE NO. 2026-9**

**AN ORDINANCE OF THE CITY OF PRESIDIO, TEXAS, AMENDING AND ESTABLISHING RULES AND REGULATIONS FOR PLACEMENT AND MAINTENANCE OF MOBILE HOMES, HUD-CODE MANUFACTURED HOMES, PORTABLE BUILDINGS SET UP AS A HOUSE; RESTRICTING TRAVEL AND RECREATIONAL VEHICLES AS PERMANENT RESIDENCES WITHIN THE CITY LIMITS OF THE CITY OF PRESIDIO, TEXAS; REQUIRING PERMITS AND INSPECTIONS; REQUIRING PERMITS FOR THE PLACEMENT OF MANUFACTURED AND MOBILE HOMES WITHIN THE TERRITORIAL LIMITS OF THE CITY OF PRESIDIO; INCORPORATIONS RECITALS; PROVIDING A PENALTY OF NOT MORE THAN \$500.00 PER VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE CLAUSE; AND SETTING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Presidio, Texas is a type A general law municipality, duly incorporated under the laws of the State of Texas; and

**WHEREAS**, the City Council finds there is a growing need to provide its citizens with safe, affordable, and well-constructed housing and recognizes that manufactured housing has become a primary housing source for many of its citizens; and

**WHEREAS**, the City Council desires to enact a more comprehensive plan in the form of an ordinance for the control and regulation of mobile homes, manufactured housing, and travel and recreational vehicle within its municipal boundaries; and

**WHEREAS**, the Texas Occupations Code Chapter 1201 authorizes municipalities to regulate mobile homes, HUD-Code Manufactured Homes and Chapter 1202 reserves the authority to municipalities to regulate land use and zoning requirements, building setback requirements, site planning and development and property line requirements, subdivision control, landscape architectural requirements; and regulate the on-site construction or installation of modular homes; and

**WHEREAS**, the City Council finds that recreational vehicles do not fall within any recognized housing construction codes or rules and are not intended to be used as permanent dwelling spaces; and

**WHEREAS**, the City Council finds that recreational vehicles are intended for temporary use and that placement should be within a designated recreational vehicle facility that has been constructed and designed for such uses; and

**WHEREAS**, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS**, the City Council finds that it is in the best interests of the health, safety and welfare of the City to adopt the regulations provided for herein.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PRESIDIO, TEXAS:**

**SECTION 1. FINDINGS OF FACT.** The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**SECTION 2. ENACTMENT.** The rules and regulations pertaining to manufactured homes, mobile homes, travel trailers and recreational trailers are hereby adopted as forth in **Exhibit "A"** attached hereto and incorporated by reference for all purposes.

**SECTION 3. SEVERABILITY.** Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

**SECTION 4. REPEALER.** All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

**SECTION 5. PROPER NOTICE AND MEETING.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public and that the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551.

**SECTION 6. EFFECTIVE DATE.** This ordinance shall be effective from and after its passage and any publication required by state law.

**PASSED AND APPROVED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**City of Presidio**

\_\_\_\_\_  
**John Ferguson, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Brenda Ornelas, City Secretary**

## EXHIBIT "A"

**Sec. 1.01 Authority.** This ordinance is prepared under the authority of the laws of Texas including Tex. Occ. Code Section 1201.008, or a successor statute, Texas Local Government Code Chapter 51, or a successor statute, to promote health safety, and morals, and for the protection and preservation of places and areas of historical and cultural importance and significance, and for the general welfare of the community.

**Sec 2.01 Definitions.** The following terms, phrases and words, as used in this article, shall have the following respective definitions unless the context in which they are used clearly indicates a different meaning:

*"Accessory structure"* means any structural addition to a manufactured home including, without limitation, awnings, cabanas, Florida rooms, porches, storage cabinets and similar appurtenant structures.

*"Approved"* means approval by the City Manager or the City Manager's duly authorized designee.

*"HUD-code manufactured home"* means a structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which in the traveling mode is eight (8) body feet or more in width or forty (40) feet or more in length, or, when erected on-site is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities and includes the plumbing, heating, air conditioning and electrical systems. The term does not include a recreational vehicle, as that term is defined by 24 C.F.R., § 3282.8(g).

*"Installer"* means a person, including a retailer or manufacturer, who contracts to perform or performs an installation function on manufactured housing.

*"Interior street"* means any street located within the boundaries of a manufactured home or recreational vehicle park.

*"Lot"* means a lawfully subdivided city lot as set forth in the official survey of the City of Presidio.

*"Manager"* means the City Manager or the City Manager's duly authorized designee.

*"Mobile home"* means a structure lawfully constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode is eight (8) body feet or more in width or forty feet or more in length, or, when erected on-site is three hundred twenty (320) or more square feet, and which is built on a permanent foundation when connected to the requires utilities, and includes the plumbing, heating, air condition and electrical systems.

*"Manufactured home park"* means an area designed and constructed to accommodate three or more manufactured or mobile homes.

*"Person"* includes both singular and plural and means any individual, firm, partnership, association, company, corporation, society or other group, however organized; and any word

importing the masculine gender only, shall extend to and apply to females as well as males.

*"Recreational Vehicle"* means a vehicle-built on a single chassis; is self-propelled or towable by a light duty truck; and designated not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use. The term Recreational Vehicle ("RV") includes the term travel trailer.

*"Recreation Vehicle Park"* means a tract of land that is separated into two or more spaces that are rented, leased, or offered for rent or lease, for use and occupancy as temporary dwelling units for travel, recreation and vacation use.

*"Replaced"* as used herein means any relocation of a manufactured home whether upon the same lot or tract of land or from one lot or tract of land to another.

*"Retailer"* means a person who is engaged in the business of buying for resale, selling, or exchange, or lease-purchase to consumers, including a person who maintains a location for the display of manufactured homes, and sells, exchanges, or lease-purchases at least two (2) manufactured homes to consumers in a twelve-month period.

*"Street"* includes the terms "interior street" or "interior streets" and means any street, alley, avenue, lane, boulevard or drive within the municipal boundaries of the City of Presidio.

*"Temporary"* as used within this ordinance means a period of seven (7) days or less.

*"Travel trailer"* has the same meaning as provided in Section 501.002(30) of the Texas Transportation Code or a successor statute. In this Ordinance also known as an RV.

**Sec. 3.01 State law to control.** It is the intent of the City that this ordinance comply with Tex. Occ. Code Section 1201.008, or a successor statute, and any part of this ordinance found to be in direct conflict with Tex. Occ. Code Section 1201.008, shall be unenforceable; but only to the extent of such conflict. Moreover, should any definition contained in this ordinance deviate or conflict with a definition prescribed by Tex. Occ. Code Section 1201.003, or a successor statute, the definition prescribed under state law shall control.

#### **Sec. 4.01 Habitability.**

A. It shall be unlawful for any person to own, maintain, or locate an uninhabitable manufactured home, mobile home, travel trailer or recreational vehicle within the City.

B. Manufactured housing, mobile homes or travel trailers are habitable only if:

- 1) There is no defect or deterioration in or damage to the home that creates a dangerous situation;
- 2) The plumbing, heat, and electrical systems are in safe working order; and

- 3) The walls, floor, and roof are free from a substantial opening that was not designed and structurally sound, and all exterior doors and windows are in place.

#### **Sec. 5.01 Authority of the City.**

A. Except as otherwise specified in this ordinance, the City shall have authority to issue all permits and licenses required pursuant to this ordinance. City Council delegates to the Administrator the duty of enforcement of this ordinance including but not limited to the duty to perform the following:

1. prescribe forms therefore including all information reasonably and necessarily required for enforcement of the provisions of this Ordinance;
2. perform all inspections necessary for the enforcement of this Ordinance; and
3. establish reasonable and necessary administrative rules and regulations under this ordinance, including the place where license and permit applications will be received and the times when inspections will be made.

B. The City is vested with all authority provided by state law to abate, remove, and tax such costs upon the real property of any person owning, maintaining, or controlling a manufactured home, mobile home or travel trailer within the City.

#### **Sec. 5.02 Recreational vehicles.**

- A. No recreational vehicle or travel trailer shall ever connect into the water and sewer system of the City of Presidio unless such connection is in an official Recreation Vehicle Park.
- B. It shall be unlawful for any person to park or permit the parking of a recreational vehicle on any street, lot or tract of land within the City of Presidio, Texas for use or occupancy as a permanent residence.
- C. It is a defense to prosecution under this Section that a recreational vehicle or travel trailer is placed and used for emergency operations with authorization from the City.

#### **Sec 5.03 Health and Safety Requirements**

- A. Persons residing in a newly permitted manufactured home, or a mobile home travel trailer or recreational vehicle that was lawfully in place prior to the adopting of this Ordinance are subject to the fire, health and safety codes of the City of Presidio.

#### **Sec. 6.01. Abatement and removal.**

##### **Sec. 6.01.01 Notice**

- A. Notice to owner. Whenever the Manager discovers a state of disrepair or a dangerous manufactured home, mobile home or travel trailer as defined in this article, the Manager shall give notice to the owner of the condition requiring remediation by:
1. Personally serving the owner with written notice;
  2. Depositing the notice in the United States mail addressed to the owner at the owner's post office address;
  3. Publishing the notice at least twice within a ten-day period in a newspaper of general circulation in a county in which the manufactured home, mobile home or travel trailer or structure is located if personal service cannot be obtained and the owner's post office address is unknown; or
  4. Posting the notice on or near the front door of the manufactured home, mobile home or recreational vehicle if personal service cannot be obtained and the owner's post office address is unknown, which notice the council finds to be reasonably calculated to give the owner notice of such violations.
- B. Notice to lien holder. Notice shall also be given to any lien holder listed in the public records of the County Clerk of Gonzales County, Texas, as holding a secured interest in the manufactured home, mobile home, or recreational vehicle. Notice shall also be given to the holder of a lien on real property on which same is located if the owner of the manufactured home, mobile home, or recreational vehicle and the owner of the real property is the same person. Notice to a lien holder shall be given by depositing the notice in the United States mail addressed to the lien holder(s) at the lien holder's post office address as shown in the records of the County Clerk of Gonzales County, Texas.
- C. The notice must contain:
1. An identification, which is not required to be a legal description, of the manufactured home, mobile home or travel trailer and the property on which it is located;
  2. A description of the violation of the municipal standards that are present at the manufactured home, mobile home or travel trailer;
  3. A statement that the municipality will secure the manufactured home, mobile home or travel trailer as the case may be; and
  4. A notice providing the owner with the date, time and location of a public hearing before the Board of Appeals to determine whether a manufactured home, mobile home or travel trailer complies with the standards set out in this article.

#### **Sec. 6.01.02 Board of Appeals**

- A. The City Council shall hereby act as the Board of Appeals and shall conduct hearings to

determine whether a structure complies with the requirements of this article when the enforcement authority deems a structure a dangerous manufactured home, mobile home or travel trailer or distressed property.

**B. The Board of Appeals shall:**

1. Schedule and hold a public hearing and hear testimony from the manufactured home, mobile home or travel trailer official, the owner and other persons having an interest in the dangerous manufactured home, mobile home or travel trailer or distressed property, and any person desiring to present factual evidence relevant to the unsafe manufactured home, mobile home or travel trailer. Such testimony shall relate to the determination of the question of whether the manufactured home, mobile home or travel trailer in question is a dangerous manufactured home, mobile home or travel trailer and the scope of any work that may be required to comply with this article and the amount of time it will take to reasonably perform the work. The owner or a person having an interest in the dangerous manufactured home, mobile home or travel trailer shall have the burden of proof to demonstrate the scope of any work that may be required to comply with this article and the time it will take to reasonably perform the work.
2. Upon conclusion of the hearing, the Board of Appeals shall determine by majority vote whether the manufactured home, mobile home or travel trailer in question is a dangerous manufactured home, mobile home or travel trailer or distressed property. Upon a determination that the manufactured home, mobile home or travel trailer or structure in question constitutes a dangerous manufactured home, mobile home or travel trailer or distressed property, the Board of Appeals shall issue an order:
  - a. Containing an identification of the manufactured home, mobile home or travel trailer and the property on which it is located;
  - b. Making written findings of the violations of the minimum standards that are present at the manufactured home, mobile home or travel trailer;
  - c. Requiring the owner and persons having an interest in the manufactured home, mobile home or travel trailer to repair, vacate, or remove/demolish the manufactured home, mobile home or travel trailer within thirty (30) days from the issuance of such order, unless the owner or a person with an interest in the manufactured home, mobile home or travel trailer establishes at the hearing that the work cannot reasonably be performed within thirty (30) days, in which instance the Board of Appeals shall specify a reasonable time for the completion of the work;
  - d. Containing a statement that the City will vacate, secure, remove or demolish the dangerous manufactured home, mobile home or travel trailer, and relocate the occupants, if the ordered action is not taken within the time specified by the Board of Appeals; and
  - e. The Manager shall deliver a copy of the order by hand delivery or certified mail to the owner and all persons having an interest in the property, as such persons appear

in official public records, including all identifiable mortgagees and lienholders, within ten (10) days after the date the Board of Appeals issues its order which shall include an identification and address of the manufactured home, mobile home or travel trailer and the property on which it is located; a description of the violation of this article that is found to be present on the property; a statement that the municipality will vacate, secure, remove, repair, or demolish the manufactured home, mobile home or travel trailer or relocate the occupants of the manufactured home, mobile home or travel trailer if the ordered action is not taken within a reasonable time; or that the City will take no action; and instructions stating where a complete copy of the order may be obtained.

3. If the Board of Appeals allows the owner or a person with an interest in the dangerous manufactured home, mobile home or travel trailer more than thirty (30) days to repair, remove, or demolish the manufactured home, mobile home or travel trailer, the Board of Appeals in its written order shall establish specific time schedules for the commencement and performance of the work and shall require the owner or person to secure the property in a reasonable manner from unauthorized entry while the work is being performed. The securing of the property shall be in a manner found to be acceptable by the manufactured home, mobile home or travel trailer official.
4. The Board of Appeals may not allow the owner or person with an interest in the dangerous manufactured home, mobile home or travel trailer more than ninety (90) days to repair, remove, or demolish the manufactured home, mobile home or travel trailer or fully perform all work required to comply with the written order unless the owner or person:
  - a. Submits a detailed plan and time schedule for the work at the hearing; and
  - b. Establishes at the hearing that the work cannot reasonably be completed within ninety (90) days because of the scope and complexity of the work.
5. If the Board of Appeals allows the owner or person with an interest in the dangerous manufactured home, mobile home or travel trailer more than ninety (90) days to complete any part of the work required to repair, remove, or demolish the manufactured home, mobile home or travel trailer, the Board of Appeals shall require the owner or person to regularly submit progress reports to the Board of Appeals to demonstrate that the owner or person has complied with the time schedules established for commencement and performance of the work. The written order may require that the owner or person with an interest in the manufactured home, mobile home or travel trailer appear before the Manager to demonstrate compliance with the time schedules.
6. Any owner, lienholder, or mortgagee of record of property jointly or severally aggrieved by an order of the Board of Appeals may file in district court a verified petition setting out why the aggrieved party believes the decision is illegal, in whole or in part and specifying the grounds of the illegality. The petition must be filed by an owner, lienholder, or mortgagee within thirty (30) calendar days after the respective dates a copy of the final decision of the Board of Appeals is personally delivered to them, mailed to

them by fast-class mail with certified return receipt requested, or delivered to them by the United States Postal Service using signature confirmation service, or such decision of the Board of Appeals shall become final to each of them upon the expiration of such thirty (30) calendar day period.

7. In the event the owner or a person with an interest in a dangerous manufactured home, mobile home or travel trailer fails to appeal from the order issued pursuant to this section within thirty (30) days, or fails to comply with such order within thirty (30) days or such longer period of time as may be specified in the order, the city may, at any time after the expiration of thirty (30) days from the date a copy of the final decision of the Board of Appeals is mailed to each known owner, lienholder or mortgagee, cause any occupants of the dangerous manufactured home, mobile home or travel trailer to be relocated, and may cause the dangerous manufactured home, mobile home or travel trailer to be secured, removed, or demolished at the city's expense. The City may assess the expenses on, and the city has a lien against, unless it is a homestead as protected by the state constitution, the property on which the dangerous manufactured home, mobile home or travel trailer was located. The lien is extinguished if the property owner or a person having an interest in the manufactured home, mobile home or travel trailer reimburses the city for the expenses. The lien arises and attaches to the property at the time the notice of the lien is recorded and indexed in the office of the county clerk in the county in which the property is located. The notice of lien must contain the name and address of the owner of the dangerous manufactured home, mobile home or travel trailer if that information can be determined by a diligent effort, a legal description of the real property on which the manufactured home, mobile home or travel trailer was located, the amount of expenses incurred by the city, and the balance due. Such lien is a privileged lien subordinate only to tax liens and all previously recorded bona fide mortgage liens attached to real property.
8. In addition to the authority set forth in subsection (vii), immediately above, after the expiration of the time allotted in the order for the repair, removal, or demolition of a dangerous manufactured home, mobile home or travel trailer, the City may repair the manufactured home, mobile home or travel trailer at its expense and assess the expenses on the land on which the manufactured home, mobile home or travel trailer stands or to which it is attached. The repairs contemplated by this section may only be accomplished to the extent necessary to bring the manufactured home, mobile home or travel trailer into compliance with the minimum standards established by this article, and to the extent such repairs do not exceed minimum housing standards. The City shall follow the procedures set forth in chapter 214 of the Texas Local Government Code for filing a lien on the property on which the manufactured home, mobile home or travel trailer is located.
9. After the public hearing, if a manufactured home, mobile home or travel trailer is found in violation of standards set out in this article, the Board of Appeals may order that the occupants be relocated within a reasonable time.

## **Section 7. Locations Within City.**

### **Sec. 7.01 Manufactured homes.**

- A. Subject to lawful compliance with this Code, habitable HUD-code manufactured homes meeting the requirements of the International Building Code 2012 and its supplements and amendments may be placed, replaced, or permitted to remain within the City.
- B. No manufactured home may be situated or permitted to remain in violation of any valid and applicable deed restriction or covenant running with the land.
- C. It shall be unlawful for any person to park a manufactured home on any street, alley, highway, sidewalk or other public place within the city.
- D. Utility connections shall not be approved, and occupancy of the manufactured home shall not be allowed until all requirements of this ordinance are complied with.

### **Sec. 7.02 Mobile Homes.**

- A. From and after the effective date of this ordinance, no permit shall be issued for placement or installation of a mobile home within the City.
- B. A mobile home lawfully located within the City before the effective date of this ordinance may remain, as a non-conforming use, so long as the mobile home is in full compliance with this Ordinance.

### **Sec. 7.03 Recreational Vehicles.**

- A. It is prohibited to occupy a Recreational Vehicle except:
  - 1. In a licensed recreational vehicle or travel trailer park.

## **Sec. 8.01 Permits.**

### **Sec. 8.01.01 Fees.**

- A. All applicable inspection and permit fees as set forth in this Ordinance shall be tendered to the city at the time the application is granted by the City.
- B. The following fees are hereby established for the following services and may be amended by the City Council:
  - Permit and inspection of placement of manufactured home or portable buildings set up as a house - \$100.00; and
  - Any consultant fees associated with review of application.

## **Sec. 8.01.02 Permits Applications.**

- A. Any person desiring a placement permit for a manufactured home, travel trailer within the City of Presidio shall make application therefore upon one or more forms provided by the Administrator setting forth:
1. A description of the manufactured home vehicle shall include dimensions, manufacturer and serial or identification number;
  2. The name and address of the person having title to the manufactured home and a copy of the title or Texas Department of Housing and Communication Affairs (TDHCA) State of Ownership and Location Form (S.O.L.);
  3. The date of manufacture of the manufactured home;
  4. The proposed location of the manufactured home by legal description, plot plan, diagram or other means which is adequate to advise the city of the exact placement location contemplated and its relationship to the property lines and other structures;
  5. The utilities to be provided to the manufactured home and the source and availability thereof;
  6. Any additional information the Administrator may require to aid the enforcement of this ordinance or other laws applicable to the manufactured home; and
  7. The application shall be signed by the owner of the manufactured home or his agent and the owner of the land on which the manufactured home is to be located.
- B. In any instance in which the application is for a permit relating to the placement of a new "HUD-code manufactured home," as that item is defined by Texas Occupations Code Section 1201.003 (15), then the City shall ensure that the application is acted on and the applicant is given written notice of the approval or denial within forty-five (45) days of the filing of the application, including notice of the grounds if the application is denied. If the foregoing action is not taken by the forty-fifth (45th) day following the filing of the application, then the permit is deemed granted. Notice is considered to be given when placed in the mail addressed to the address stated on the application. No manufactured home may be placed or replaced upon a site unless and until application for a placement permit has first been made.
- C. No application for a placement permit may be made for any manufactured home, which is to be connected to public water or sewer services, until an application has been made for such services and the availability thereof has been established.
- D. All applications received by the Manager will be reviewed on the 5th, 15th or 25th of each month by the City Code Official, Water, Sewer and Electric Departments, and/or an Independent Inspector licensed by the State of Texas. The Departments, and/or an Independent inspector

licensed by the State of Texas will then be submitted to the Manager who will have the final decision on all applications.

#### **Sec. 9.01 Placement.**

- A. The purpose of a placement permit under this ordinance is to ensure that the manufactured home has been situated in a location that complies with this ordinance and has been located so that it is in compliance with applicable municipal regulations that are enforceable by the city with respect to use and occupancy of manufactured homes.

#### **Sec. 9.01.01 Placement Inspections.**

- A. A manufacture home or recreation vehicle may only be placed on a city lot.
- B. Only one, manufactured home may be placed or installed on one city lot.
- C. Each HUD code manufactured home placed or replaced on a single lot within the city shall be inspected by the City to determine that its placement is in accordance with the provisions of this ordinance.
- D. A fee for such placement inspection is hereby established and shall be collected in the amount specified in this ordinance. In consideration of such fee, the applicant shall be entitled to the original inspection of the placement of the manufactured home and one re-inspection for deficiencies, if required.
- E. An additional fee, as specified herein, is hereby imposed and shall be collected for the third and each subsequent re-inspection due to deficiencies concerning the manufactured home or its placement.

#### **Sec. 9.01.02 Replatting.**

- A. Any replatting of lots to accommodate a manufactured home or RV Park in the city limits of the City of Presidio requires a survey completed by a licensed surveyor and the plat must be prepared by a professional engineer and comply with the platting requirements set forth in Texas Local Government Code Chapter 212 and City Ordinances, as amended.
- B. This replat will be submitted to City Council for approval.
- C. If approved the replat shall be recorded in the Real Property Records of the County Clerk of Presidio County before being effective.

#### **Sec. 9.01.03 Setbacks.**

- A. Minimum setbacks from the lot line for manufactured homes are as follows:

1. Portable buildings set up for use as a permanent dwelling shall have a minimum front yard building setback of twenty (20) feet, ten (10) feet for backyard or at a minimum of the average setback of the residential homes within the same block from the property line.
2. Side Yard setbacks have a minimum of five (5) feet.
3. Manufactured homes shall have a minimum front door setback of twenty (20) feet & back door setback of ten (10) feet from the property line.

#### **Sec. 9.01.04 Gravel Pads and Driveway.**

- A. Part of the inspection process is gravel pads, before any type of manufactured home is set, it must have an inspected gravel pad to set on.
- B. Any HUD CODE MANUFACTURED HOME is required to have a concrete, gravel, or asphalt driveway and parking area for off-street parking for one (1) vehicle. Where the driveway and parking area adjoin a curb along any paved street, a concrete apron extending five feet (5') from the curb shall be required. Driveways shall not be located within twenty feet (20') of any street intersection. All approaches and driveways shall connect to the city's street and be maintained by the property owner, including the installation of culverts to allow the adequate flow and drainage of storm water.

#### **Sec. 10.01 Prerequisite to Occupancy and Utility Service Connection.**

- A. It shall be unlawful for any person to use or occupy in whole or in part any mobile home or manufactured home which has been placed or replaced within the City until and unless the placement permit has been issued and finalized.
- B. Except as otherwise provided in this ordinance, it shall be unlawful for any person to make use of any utility service, or to furnish any utility service to any mobile home, manufactured home which has been placed or replaced within the City, unless and until the placement permit therefore has been issued and finalized.

#### **Sec. 11.01 Skirting.**

- A. Manufactured and mobile home installers and owners shall construct, provide, or cause to be constructed or provided, screening or skirting around the lower outer perimeters of each manufactured home and attached structure or addition to each manufactured home.
- B. Owners of property who voluntarily comply with the provisions of this subsection may apply to the City Council for a refund of the permit and inspection fees within one (1) year of the date of the last permit issued by the City as listed below:

1. Upon inspection and approval by the City, the owner shall be refunded all documented fees paid to the City pursuant to the fee section hereof.
2. The Manager shall implement appropriate policies to comply with this section and shall include such refund amounts in the annual budget.

C. Skirting materials:

1. Skirting shall be constructed of materials deemed acceptable by the City. Brick, metal, vinyl, wood, or wood products are acceptable. Plastic or cloth of any type are not acceptable.
2. Skirting shall completely surround the outer perimeters of the home and attached structures or additions.
3. Skirting shall be constructed so as to be permanently affixed in place around the home.
4. Skirting shall extend downward to a height of not greater than three (3) inches above ground level.
5. Skirting may contain openings in the material used, but such openings shall not permit the passage of a sphere six-inch in diameter.

**Sec. 12.01 Recreational Vehicle Parks**

- A. Any proposed development of a Recreational Vehicle Park ("RV") requires review and approval by the City Council prior to any construction or permit approvals.
- B. Pursuant to Texas Local Government Code Section 214.211 - 214.214, as amended, the construction of any RV Park shall comply with the international building codes adopted by the State of Texas shall apply to any proposed RV Park construction and the City's adopted ordinances. In the event of a conflict the more stringent regulation will apply.
- C. Any proposed development of an RV park must include a proposed site plan detailing compliance with the following utility requirements:
  1. water service lines of a size to provide adequate water pressure to meet health and safety requirements;
  2. wastewater connection allowing for any treatment of wastewater sufficient to ensure that there is no introduction of pollutants in the City's wastewater system that would create a violation with TCEQ;
  3. construction of roadways that are of sufficient size to accommodate emergency services vehicles;
  4. include drainage plans that ensure no flooding or ponding of water on neighboring properties;
  5. individual pad sites of a non-permeable surface (i.e. concrete, asphalt) of a size to

- accommodate the RV and vehicle parking.
6. include plans for a service building that provides laundry facilities.
- D. Any proposed development of an RV park must also include documentation showing compliance with TCEQ regulations related to public water supply requirements, solid waste disposal and storm water pollution prevention plan.
- E. Any person developing property must confirm and recognize that the provision of any utility to an RV Park will be considered a commercial account and will be subject to the City's commercial utility rates.
- F. Any person developing property must also receive confirmation of any land use regulations that may exist by separate ordinance.

### **Sec. 13.01 Notices and Orders**

The Manager shall have authority to issue all necessary notices, citations and orders to remove or abate illegal or unsafe conditions and to ensure compliance with all the requirements of this ordinance for the safety, health and general welfare of the public.

### **Sec. 14.01 Penalty**

Any person who violates any of the provisions of this ordinance shall be guilty of a Class C misdemeanor and fined not more than five hundred dollars (\$500.00). Each day's violation shall constitute a separate offense. The violation of this ordinance is declared a strict liability offense, which does not require proof of a culpable mental state as necessary element thereof. Cumulative with a criminal prosecution the city may enforce this ordinance through temporary restraining order, injunction or other equitable relief or civil penalty authorized by law.

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- j. Discussion / action to authorize the submission of an application to the Texas Water Development Board for the SB 500 Water Supply and Infrastructure Grant Program, approval of Resolution 2026-07R, and all related action items necessary to pursue funding. – Mr. Rodriguez, City Administrator

**Resolution No. 2026-07R**

**WHEREAS**, the City of Presidio, Texas, is experiencing water reliability issues and has identified water system pressure, storage, and infrastructure needs affecting existing customers and future development;

**WHEREAS**, the City of Presidio has previously pursued external funding for \_\_\_\_\_ Project to improve water pressure, system reliability, and capacity for public and private sector development;

**WHEREAS**, the Texas Water Development Board has opened the Water Supply Infrastructure Grants Program, established under House Bill 500, to provide grant funding for eligible water supply and water infrastructure projects;

**WHEREAS**, the \_\_\_\_\_ Project may include planning, design, procurement, construction, inspection, testing, and related improvements necessary to construct water storage, water transmission, water distribution, pressure-zone, controls, communications, and appurtenant water system improvements;

**WHEREAS**, the City of Presidio is requesting up to \$ \_\_\_\_\_ in grant funds, with no match required from the City;

**WHEREAS**, if awarded grant funds, the City anticipates completing the \_\_\_\_\_ Project by August 31, 2031, or by any alternative deadline established or approved by the Texas Water Development Board;

**WHEREAS**, the City Council finds that submission of a Water Supply Infrastructure Grants Program application is in the best interest of the City of Presidio and its water customers.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRESIDIO, TEXAS, THAT:**

1. The City Council authorizes the submission of an application to the Texas Water Development Board Water Supply Infrastructure Grants Program for the \_\_\_\_\_ Project.
2. The application is authorized to request up to \$ \_\_\_\_\_ in grant funds, or such other amount as may be supported by the final application, project budget, and Texas Water Development Board review.
3. The Mayor and/or City Administrator are designated as the City's Authorized Representative for purposes of preparing, executing, certifying, submitting, amending, and delivering the application, together with all required forms, certifications, affidavits, supporting documentation, and supplemental information requested by the Texas Water Development Board.
4. The Mayor and/or City Administrator are authorized to take administrative actions necessary to pursue the grant application, respond to Texas Water Development Board requests, coordinate with technical and professional service providers, and negotiate preliminary terms of any grant award, subject to any final approval required by the City Council.
5. That the following firms and individuals are hereby authorized and directed to ad and assist in the preparation and submission of such application and appear on behalf of and represent the City of Presidio before any hearing held by the Texas Water Development Board on such application, to wit: ENGINEER: \_\_\_\_\_.

Passed and approved the 27 day of July, 2026.

**ATTEST:**

\_\_\_\_\_  
John Ferguson, Mayor

\_\_\_\_\_  
Brenda Ornelas-Acuña, City Secretary



TWDB-0201D

**Water Supply & Infrastructure Grant  
SIGNATORY AUTHORITY DELEGATION**

**This form must be submitted to TWDB attached to the official action taken by the governing body of the Applicant when requesting TWDB Water Supply and Infrastructure Grant funds.**

The following positions have been delegated the authority by the governing body of

**City of Presidio**

to approve, sign, execute, or certify the following documents through the life of the

**Third Water Pressure Zone project**

| <b>Document Type</b>                                 | <b>Responsible Position(s) (Titles Only-not individuals' names) Authorized to Approve/ Sign/ Execute/ Certify Each Document</b> |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Paying Agent Agreement                               | Mayor, City Administrator                                                                                                       |
| Escrow Agreement                                     | Mayor, City Administrator                                                                                                       |
| Funding Release Requests                             | Mayor, City Administrator                                                                                                       |
| Engineering Contract(s)                              | Mayor, City Administrator                                                                                                       |
| Other Professional Services Contracts                | Mayor, City Administrator                                                                                                       |
| Project Budget Changes                               | Mayor, City Administrator                                                                                                       |
| Construction Contract(s)                             | Mayor, City Administrator                                                                                                       |
| Construction Contracts Change Orders                 | Mayor, City Administrator                                                                                                       |
| Environmental Affidavit (TWDB-0802)                  | Mayor, City Administrator                                                                                                       |
| Monthly US Iron & Steel Certifications (TWDB-1105-A) | Mayor, City Administrator                                                                                                       |
| Final US Iron & Steel Certifications (TWDB-1105-B)   | Mayor, City Administrator                                                                                                       |
| Final Construction Work Acceptance                   | Mayor, City Administrator                                                                                                       |

If any of these delegations change during the course of the project, the governing body agrees to inform TWDB in writing of the change(s) within five business days of their occurrence.

Signed by (type name and title): John Ferguson, City of Presidio Mayor

Signature \_\_\_\_\_ Date: 7/27/2026

## **WATER RIGHTS CERTIFICATION AFFIDAVIT**

### **A. LEGAL BASIS FOR THIS AFFIDAVIT**

This affidavit supports the TWDB written finding required for projects proposing surface water or groundwater development:

- Prior to release of construction funds, that an applicant has (Certification) the necessary rights to appropriate and use the surface water the Project will provide, or has the rights to use groundwater that the Project will provide; or,
- for entities requesting pre-construction funding (planning, acquisition, and/or design funding) that there is a reasonable expectation that the finding will be made before construction funds are released. (Texas Water Code §§ 15.104, 17.123, 17.928).

For surface water, all surface waters are waters of the state and may be used only pursuant to a Certificate of Adjudication, or Water Rights Permit or Amendment issued by the Texas Commission on Environmental Quality (TCEQ) or a predecessor (Texas Water Code § 11.021)

For groundwater, rights are governed under Chapter 36 (Groundwater Conservation Districts), including permits and limits informed by Modeled Available Groundwater to achieve Desired Future Conditions (e.g., §§ 36.113, 36.1132). Public water systems must also meet TCEQ source and capacity rules (30 TAC §§ 290.41, 290.45).

This affidavit is for the City of Presidio, per its authorized representative, to certify that it

- currently has the necessary right(s) authorizing appropriation and use of surface water and/or the right to use groundwater that the proposed project will provide through executed legal instruments and/or GCD permits, and that such rights will remain effective during the period required by TWDB funding documents; and that the supplies and facility capacities shown herein are sufficient to meet projected average and peak demands for the design year, including the TCEQ minimum flow requirement. (Texas Water Code §§ 15.104(a), 17.123(a), 17.928(a));

**OR**

- is seeking planning/design funding and that, based on the draft/negotiated instruments, regulatory filings in process, and schedules attached, there is a reasonable expectation that the Entity will obtain the necessary right(s) to appropriate and use surface water and/or the right to use groundwater that the Project will provide before TWDB releases funds for construction. (Texas Water Code §§ 15.104(b), 17.123(b), 17.928(b));

**AND**

- that the information provided herein and with this affidavit is correct to the best of their knowledge.

## B. DEFINITIONS

ADD – Average Daily Demand  
 AF – Acre-Feet  
 GCD - Groundwater Conservation District  
 DFC – Desired Future Conditions  
 GPCD or gpcd – Gallons Per Capita Per Day  
 GPM or gpm – Gallons Per Minute  
 LOI – Letter of Interest  
 MAG – Modeled Available Groundwater  
 MDD – Maximum Daily Demand  
 MGD – Million Gallons per Day  
 MOU – Memorandum of Understanding  
 RE – Reasonable Expectation  
 ROW - Rights of Way  
 RWPG – Regional Water Planning Group  
 TCEQ – Texas Commission on Environmental Quality

Design Year – Future year in which the project is expected to accommodate or reach the anticipated capacity.

## C. ENTITY WATER DATA

### 1. Current and Proposed Water Sources

Select the applicable water sources the City of Presidio is currently using or plans to use after implementing the proposed project:

☐ Surface Water

☒ Groundwater

### 2. Project Details and Design Year

|                                                                               |                                  |
|-------------------------------------------------------------------------------|----------------------------------|
| TWDB project number                                                           | Click or tap here to enter text. |
| TWDB funding program:                                                         | Click or tap here to enter text. |
| Entity legal name                                                             | Click or tap here to enter text. |
| Public Water System ID (if applicable):                                       |                                  |
| County(ies):                                                                  | Click or tap here to enter text. |
| Project scope (intake(s)/well(s), pump stations, treatment, pipelines, etc.): | Click or tap here to enter text. |
| Status of TCEQ review/approval (30 TAC §§ 290.41, 290.45):                    | Click or tap here to enter text. |
| For groundwater: GCD name(s) and aquifer(s) (if applicable):                  | Click or tap here to enter text. |
| Design year (project planning horizon):                                       | Click or tap here to enter text. |
| Projected project in-service date(s):                                         | Click or tap here to enter text. |

### 3. Groundwater Sources

**Note:** Information in the three left columns of the two tables in this section should match.

| Well No. and Aquifer Name | Well Existing or Proposed | Is Well Land Owned by Applicant or Lased | Are Water Rights Attached or Severed from Land | Rated Production Capacity (gpm or MGD) | Average Daily Draw (MGD) | Max Daily Draw (MGD) | Average Annual Volume Drawn (MG or AF) |
|---------------------------|---------------------------|------------------------------------------|------------------------------------------------|----------------------------------------|--------------------------|----------------------|----------------------------------------|
|                           |                           |                                          |                                                |                                        |                          |                      |                                        |
|                           |                           |                                          |                                                |                                        |                          |                      |                                        |
|                           |                           |                                          |                                                |                                        |                          |                      |                                        |
|                           |                           |                                          |                                                |                                        |                          |                      |                                        |
|                           |                           |                                          |                                                |                                        |                          |                      |                                        |
|                           |                           |                                          |                                                |                                        |                          |                      |                                        |
|                           |                           |                                          |                                                |                                        |                          |                      |                                        |

| Aquifer Name and Well No. | Is Well/ Permit Existing Or Proposed | GCD Name | ID No. (GCD Permit or Contract Number) | GCD Permit or Contract Start and Expiration Dates | Permitted Max Daily Production (gpm or MGD) | Permitted Max Annual Production (MG or AF) |
|---------------------------|--------------------------------------|----------|----------------------------------------|---------------------------------------------------|---------------------------------------------|--------------------------------------------|
|                           |                                      |          |                                        |                                                   |                                             |                                            |
|                           |                                      |          |                                        |                                                   |                                             |                                            |
|                           |                                      |          |                                        |                                                   |                                             |                                            |
|                           |                                      |          |                                        |                                                   |                                             |                                            |
|                           |                                      |          |                                        |                                                   |                                             |                                            |
|                           |                                      |          |                                        |                                                   |                                             |                                            |
|                           |                                      |          |                                        |                                                   |                                             |                                            |

**Special Conditions.** Provide any additional information to further explain any existing intricacy or special conditions related to the existing or proposed groundwater sources, including any special conditions related to Desired Future Conditions, Modeled Available Groundwater, curtailments, spacing, etc. Specify to which well or wellfield it applies to: N/A

#### 4. Surface Water Sources

**Note:** Information in the three left columns of the two tables in this section should match.

| Name of Source Body of Water and Diversion Point | Cert. of Adjudication, Permit, or Contract Number | Issuing Entity | Source Is Existing or Proposed | Rated Intake Capacity (gpm or MGD) | Average Daily Demand (MGD) | Max Daily Demand (MGD) | Average Annual Volume Demand (MG or AF) |
|--------------------------------------------------|---------------------------------------------------|----------------|--------------------------------|------------------------------------|----------------------------|------------------------|-----------------------------------------|
|                                                  |                                                   |                |                                |                                    |                            |                        |                                         |
|                                                  |                                                   |                |                                |                                    |                            |                        |                                         |
|                                                  |                                                   |                |                                |                                    |                            |                        |                                         |
|                                                  |                                                   |                |                                |                                    |                            |                        |                                         |
|                                                  |                                                   |                |                                |                                    |                            |                        |                                         |

| Name of Source Body of Water and Diversion Point | Cert. of Adjudication, Permit, or Contract Number | Issuing Entity | Source Is Existing or Proposed | Rated Intake Capacity (gpm or MGD) | Average Daily Demand (MGD) | Max Daily Demand (MGD) | Average Annual Volume Demand (MG or AF) |
|--------------------------------------------------|---------------------------------------------------|----------------|--------------------------------|------------------------------------|----------------------------|------------------------|-----------------------------------------|
|                                                  |                                                   |                |                                |                                    |                            |                        |                                         |
|                                                  |                                                   |                |                                |                                    |                            |                        |                                         |

| Name of Source Body of Water | Cert. of Adjudication, Permit, or Contract Number | Issuing Entity | Permit/ Contract Effective and Expiration Dates | Permitted Max Draw Rate per Min or Day (gpm or MGD) | Permitted Max Annual Draw Volume (MG or AF) |
|------------------------------|---------------------------------------------------|----------------|-------------------------------------------------|-----------------------------------------------------|---------------------------------------------|
|                              |                                                   |                |                                                 |                                                     |                                             |
|                              |                                                   |                |                                                 |                                                     |                                             |
|                              |                                                   |                |                                                 |                                                     |                                             |
|                              |                                                   |                |                                                 |                                                     |                                             |
|                              |                                                   |                |                                                 |                                                     |                                             |
|                              |                                                   |                |                                                 |                                                     |                                             |

### 5. Existing Water Treatment Facilities

| Treatment Facility Name | Water Source (Per Sources Above) | Permitted Treatment Capacity (MGD) | Average Daily Demand (MGD) | Max Daily Demand (MGD) | Average Annual Demand (MG or AF) | No. of Connections Served* | Population Served* |
|-------------------------|----------------------------------|------------------------------------|----------------------------|------------------------|----------------------------------|----------------------------|--------------------|
|                         |                                  |                                    |                            |                        |                                  |                            |                    |
|                         |                                  |                                    |                            |                        |                                  |                            |                    |
|                         |                                  |                                    |                            |                        |                                  |                            |                    |
|                         |                                  |                                    |                            |                        |                                  |                            |                    |
|                         |                                  |                                    |                            |                        |                                  |                            |                    |
| <b>Totals</b>           |                                  |                                    |                            |                        |                                  |                            |                    |

\* Note: If all treatment facilities serve the whole system and the number of connections and population served by each treatment facility is not available, then only include the connections and population totals for the whole system.

## 6. Population Projections for the System

| Benchmark Year | Year | No. of Connections | Population | Projections Source (RWPG/Entity) |
|----------------|------|--------------------|------------|----------------------------------|
| Base Year      |      |                    |            |                                  |
| Interim Year 1 |      |                    |            |                                  |
| Interim Year 2 |      |                    |            |                                  |
| Design Year    |      |                    |            |                                  |

## 7. Water Demand Projections (mirror permit units; include conversions in parenthesis ( ))

| Per Benchmark Years Set Above | Peak Hour (gpm) | Average Daily Demand (MGD) | Maximum Daily Demand (MGD) | Annual Volume (MG/AF) | Per-Capita Daily Use (gpcd) |
|-------------------------------|-----------------|----------------------------|----------------------------|-----------------------|-----------------------------|
| Base Year (actual)            |                 |                            |                            |                       |                             |
| Interim Year 1                |                 |                            |                            |                       |                             |
| Interim Year 2                |                 |                            |                            |                       |                             |
| Design Year                   |                 |                            |                            |                       |                             |

## 8. TCEQ Minimum Flow Requirement Check (30 TAC §290.45)

Required Minimum Flow Rate = Number of Connections × 0.6 gpm/connection (or approved variance).  
Provide both gpm and MGD for comparison with permits.

|             | A                  | B                                              | C=A x B                                                     | D                                                                        | E= A x D                                                                     |
|-------------|--------------------|------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Scenario    | No. of Connections | Min. Flow Requirement (0.6 gpm per connection) | Required Flow [No. of connections x flow requirement] (gpm) | Min. Flow Requirement per Variance (gpm per connection), if applicable * | Required Flow [No. of connections x flow requirement] (gpm), if applicable * |
| Base Year   |                    |                                                |                                                             |                                                                          |                                                                              |
| Design Year |                    |                                                |                                                             |                                                                          |                                                                              |

**Note:** Minimum flow addresses peak-demand readiness and should not be used to project annual volume needs.

\* If TCEQ has issued a variance, attach the TCEQ ACR/ variance letter.

## 9. SURFACE WATER RIGHTS — IDENTIFICATION & LIMITS (if applicable)

| Document<br>(Type/Title) | ID No. /<br>Owner | Source &<br>Diversion<br>Point | Water<br>Granted -<br>Max Flow<br>Rate<br>(gpm/MGD)* | Water<br>Granted -<br>Max Annual<br>Volume<br>(MG/AF)* | Limits/Caps &<br>Special<br>Conditions | Effective<br>date and<br>expiration |
|--------------------------|-------------------|--------------------------------|------------------------------------------------------|--------------------------------------------------------|----------------------------------------|-------------------------------------|
|                          |                   |                                |                                                      |                                                        |                                        |                                     |
|                          |                   |                                |                                                      |                                                        |                                        |                                     |
|                          |                   |                                |                                                      |                                                        |                                        |                                     |
|                          |                   |                                |                                                      |                                                        |                                        |                                     |
|                          |                   |                                |                                                      |                                                        |                                        |                                     |
|                          |                   |                                |                                                      |                                                        |                                        |                                     |

\*Mirror units used in permits/contracts; include alternate units in parentheses where helpful.

## 10. SUPPLY SUFFICIENCY AT DESIGN YEAR

| Category                                         | Max Flow<br>Available<br>(gpm/MGD) | Annual<br>Volume<br>Available<br>(MG/AF) | Surface<br>Water<br>Portion | Groundwater<br>Portion | Reference/Notes |
|--------------------------------------------------|------------------------------------|------------------------------------------|-----------------------------|------------------------|-----------------|
| A. Currently secured<br>rights/permits/contracts |                                    |                                          |                             |                        |                 |
| B. Pending/draft<br>rights/permits/contracts     |                                    |                                          |                             |                        |                 |
| C. Total available (A+B)                         |                                    |                                          |                             |                        |                 |
| D. Required (from<br>Sections 4 & 5)             |                                    |                                          |                             |                        |                 |
| E. Surplus/(Deficit)<br>(C minus D)              |                                    |                                          |                             |                        |                 |

## D. REASONABLE EXPECTATION SUPPORT (complete only if RE is selected)

Surface Water. Include:

- all draft agreements showing quantities, terms, and execution timelines;
- TCEQ filings, receipts, and status for permits/amendments;
- schedule to finalize rights before construction funds are released.

Groundwater. Include:

- draft agreements for land/leases/wholesale;
- GCD permit applications/filings/status (hearings & expected board action);
- correspondence on MAG/DFC compliance;
- schedule to finalize permits/rights prior to release of construction funds.

## E. SUMMARY AND SWORN STATEMENTS

### Select One:

☐ **Water Rights Certification:** I certify that the City of Presidio currently has the necessary right(s) authorizing appropriation and use of surface water and/or the right to use groundwater that the Project will provide through executed legal instruments and/or GCD permits, and that such rights will remain effective during the period required by TWDB funding documents. The supplies and facility capacities shown herein are sufficient to meet projected average and peak demands for the design year, including the TCEQ minimum flow requirement. (Texas Water Code §§ 15.104(a), 17.123(a), 17.928(a)).

☐ **Certification of Reasonable Expectation:** I certify that the City of Presidio is seeking planning/design funding and that, based on the draft/negotiated instruments, regulatory filings in process, and schedules attached, there is a reasonable expectation that the City of Presidio will obtain the necessary right(s) to appropriate and use surface water and/or the right to use groundwater that the Project will provide before TWDB releases funds for construction. (Texas Water Code §§ 15.104(b), 17.123(b), 17.928(b)).

### ATTACHMENTS (CHECK ALL THAT APPLY)

☐ Surface Water: COAs/Permits (with conditions/amendments); executed water supply contracts/leases/assignments; maps of diversion points.

☐ Groundwater: deeds/leases/easements; GCD permits (with conditions) or applications/hearing notices (for Reasonable Expectation); well design/test data; maps of well sites.

☐ TCEQ correspondence/approvals (30 TAC §§ 290.41, 290.45), as applicable.

☐ TWDB Form WRD-253d (applicant) and, if available.

☐ Any ACR/variance letters relevant to §290.45 calculations.

STATE OF TEXAS

§

COUNTY OF PRESIDIO

§

Before me, the undersigned authority, on this day personally appeared John Ferguson, whose identity is known to me, who after being duly sworn, stated as follows:

I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated herein are within my personal knowledge and are true and correct.

I am the duly authorized representative of City of Presidio (the "Entity"), which has applied to the Texas Water Development Board (TWDB) for financial assistance for the water supply project described below (the "Project").

Affiant Signature \_\_\_\_\_

Signed this 27th day of July, 2026.

Sworn to and subscribed before me by Brenda Lee Acuña, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas  
[SEAL]

**WATER SUPPLY AND INFRASTRUCTURE GRANT  
AFFIDAVIT OF ENVIRONMENTAL COMPLIANCE**

**STATE OF TEXAS** §  
**COUNTY OF** PRESIDIO §

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared a person, John Ferguson, as the Official Representative of the City of Presidio, whose identity is known to me, who being by me duly sworn, upon oath says that:

1. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am an Official Representative of the City of Presidio, an entity that has filed or is in the process of filing an application for financial assistance with the Texas Water Development Board for a project that proposes the development of a water supply and infrastructure project.
3. The Town of Van Horn has, in the last five years, completed any coordination, consultations, and/or permitting required by the Endangered Species Act of 1973, as amended; Section 404 of the Clean Water Act; Section 10 of the Rivers and Harbors Act of 1899; the Migratory Bird Treaty Act; Texas Antiquities Code; Texas Parks and Wildlife Code; Edwards Aquifer Rules; and any other applicable state, federal, and local regulations.

Signed the day of July 27, 2026.

Official Representative: John Ferguson  
Title: Town Administrator

Sworn to and subscribed before me, by Brenda Lee Acuña,  
on 27th of July, 2026

Brenda Lee Acuña

\_\_\_\_\_  
Notary Public, State of Texas

(Notary's Seal)

My commission expires: February 11, 2029



## LINE ITEM 7

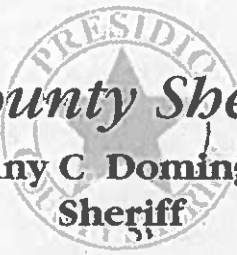
### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- k. Discussion / Update on the NAD Bank Technical Assistance Grant Application for Solid Waste Management. – Mr. Ramon Rodriguez

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- I. Discussion / action to approve the Interlocal Agreement Dispatch Services between the City of Presidio and Presidio County Sheriff's Office. –Sheriff Dominguez  
Note: Sheriff Dominguez provided a letter explaining the Dispatch Services increase.



# *Presidio County Sheriff's Office*

**Danny C. Dominguez**  
**Sheriff**

July 13, 2026

Honorable Mayor and Members of the City Council  
City of Presidio

Cc: Chief Adan Covos, Presidio Police Department

RE: Proposed Amendment to Interlocal Agreement for Dispatch Services

Dear Mayor and Members of the City Council:

The Presidio County Sheriff's Office respectfully requests your consideration of an amendment to the existing Interlocal Agreement for Dispatch Services, increasing the monthly service rate from \$1,500.00 to \$1,700.00, effective with the upcoming fiscal year.

This represents the first adjustment to the monthly dispatch service rate since Fiscal Year 2018.

Since the current rate was established, the cost of operating and maintaining the Presidio County Communications Center has increased substantially. Personnel expenses, employee benefits, equipment replacement, technology, training, software, utilities, and other operational costs associated with maintaining twenty-four-hour emergency communications services have all increased over the past eight years.

The Presidio County Communications Center continues to provide dispatch services for the City of Presidio Police Department, including emergency call processing, officer radio communications, criminal justice database inquiries, and other communications support essential to daily public safety operations. These services are provided twenty-four hours a day by trained communications personnel.

The proposed increase is intended only to help offset a portion of the Sheriff's Office's overall cost of providing dispatch services. The monthly contract amount does not fully fund the personnel or operational expenses associated with maintaining the Communications Center but assists in defraying those costs while allowing Presidio County to continue providing reliable public safety communications services.

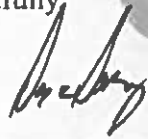
# *Presidio County Sheriff's Office*

**Danny C. Dominguez**  
**Sheriff**

Presidio County values its longstanding partnership with the City of Presidio and appreciates the continued cooperation between our agencies in serving the citizens of Presidio County.

Should you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your consideration of this request.

Respectfully,



Sheriff Danny C. Dominguez

## INTERLOCAL AGREEMENT FOR DISPATCH SERVICES

This Interlocal Agreement for Dispatch Services ("Agreement") is entered into pursuant to Chapter 791 of the Texas Local Government Code (the Interlocal Cooperation Act) by and between Presidio County, Texas, acting through the Presidio County Commissioner's Court and the Presidio County Sheriff's Office ("County"), and the City of Presidio, Texas, acting through the Presidio City Council ("City"). This Agreement shall become effective October 1, 2026.

The City of Presidio will pay the Presidio County Sheriff's Office the sum of \$1,700.00 per month to help defray the costs of the Presidio County Sheriff's Office Dispatch Center. In return for this payment, the Presidio County Sheriff's Office Dispatch Center will provide dispatch and E-911 services for the City of Presidio Police Department, EMS, and fire departments. The City represents that payments under this agreement shall be made from current revenues available to the City.

The parties will continue to work together to develop reasonable procedures and processes to aid in the dispatching process. In order to promote cooperation between the two entities, it is necessary to have clear lines of communication. The City agrees that any suggestions, complaints, or other issues regarding the dispatch system will be routed directly to the Presidio County Sheriff or his designee.

The Presidio County Sheriff's Office will communicate any suggestions, complaints, or other issues relating to the dispatch system directly to the Presidio Chief of Police or his designee. Any personnel of either entity who wish to raise issues regarding dispatch services will be directed to communicate those issues through the above channels.

This relationship will continue on a month-to-month basis for a term of October 1, 2026, through September 30, 2027. Either party may terminate this agreement by providing the other party with 30 days' written notice of its intention to terminate. Any such notice will be given in accordance with the preceding paragraph. Please note that the current contract in place will cover services from the present day until September 30, 2026.

### **Governmental Immunity**

Nothing in this Agreement shall be construed as a waiver of any governmental immunity or liability protections available to either party under the Constitution or laws of the State of Texas, including the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code. Each party shall remain responsible for the acts and omissions of its own officers, employees, and agents. This Agreement is not intended to create a joint enterprise or joint liability between the parties.

**Severability**

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

If this Interlocal Agreement accurately reflects our agreement, please sign at the place indicated below, and return one copy to me. The other copy is for your records.

We look forward to continuing our longstanding relationship and to working with you to continue providing effective public safety communications services. If you have any questions or concerns, or if we can be of any assistance to you, please don't hesitate to contact us.

APPROVED AND AGREED:

\_\_\_\_\_  
Judge Jose Portillo, Jr., for the  
Presidio County Commissioners' Court

\_\_\_\_\_  
Sheriff Danny C. Dominguez

\_\_\_\_\_  
Mayor, City of Presidio

\_\_\_\_\_  
Presidio Police Chief

\_\_\_\_\_  
Attest: Carolina Catano, Presidio County/District Clerk

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- m. Discussion / action to approve the Memorandum of Understanding between the Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction and the City of Presidio. – Mrs. Cinderella Guevara, Texas Division of Emergency Management

# Memorandum of Understanding Between Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding ("TEMAT MOU") becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management ("TDEM"), a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams ("TEMAT") participating jurisdiction/employer City of Presidio ("Jurisdiction").

## I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM's authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

| TEMAT Program                                    | State Agency Program Administrator             | Program Summary                                                                                                   |
|--------------------------------------------------|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Incident Support Task Force (ISTF)               | Texas Division of Emergency Management (TDEM)  | Provides support through multiple areas of expertise throughout response and recovery initiatives                 |
| Public Works Response Team (PWRT)                | Texas A&M Engineering Extension Service (TEEX) | Provides support for critical infrastructure systems                                                              |
| Texas A&M Task Force 1 (TX-TF1)                  | Texas A&M Engineering Extension Service (TEEX) | Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3 |
| State of Texas Incident Management Team (IMT)    | Texas Division of Emergency Management (TDEM)  | Provides position specific personnel to assist in emergency operations                                            |
| Texas Intrastate Fire Mutual Aid System (TIFMAS) | Texas A&M Forest Service (TFS)                 | Provides wildland and fire department support                                                                     |

## II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

## III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

## IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

## V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
  - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
  - 2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
  - 3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
  - 4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
  - 5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
  - 6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

- B. The TDEM shall ensure that the Program Administrator(s) will do the following:
1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
  2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
  3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
  4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
  5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
  6. Develop, implement, and exercise an internal notification and call-out system for Members.
  7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
  8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
  9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
  10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
  11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

## **VI. QUALIFICATIONS, TRAINING, AND EXERCISES**

### **A. TEMAT Training and Exercises – Jurisdiction Sponsored:**

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

### **TEMAT Training and Exercises – State or Program Administrator Sponsored:**

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

### **B. Minimum Qualification and Training Requirements**

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

## **VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT**

### **A. Reimbursement of Administrators/Jurisdiction**

1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

## **VIII. Liability and Workers' Compensation for State Activation/And Training**

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

## **IX. CONDITIONS, AMENDMENTS, AND TERMINATION**

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

#### **X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT**

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

| TEMAT Program                                    | Check for Participation             | Jurisdiction Point of Contact Initials |
|--------------------------------------------------|-------------------------------------|----------------------------------------|
| Incident Support Task Force (ISTF)               | <input checked="" type="checkbox"/> |                                        |
| Public Works Response Team (PWRT)                | <input checked="" type="checkbox"/> |                                        |
| Texas A&M Task Force I                           | <input checked="" type="checkbox"/> |                                        |
| State of Texas Incident Management Team (IMT)    | <input checked="" type="checkbox"/> |                                        |
| Texas Intrastate Fire Mutual Aid System (TIFMAS) | <input checked="" type="checkbox"/> |                                        |

## XI. POINTS OF CONTACT

|                          |                                                                      |                                                                                |
|--------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------|
| <b>Name:</b>             | <b>TDEM</b><br>Chief Nim Kidd                                        | <b>TEMAT Coordinator</b><br>Kharley Smith                                      |
| <b>Title:</b>            | Chair – Texas Emergency Management Council                           | ISTF Division Chief                                                            |
| <b>Address Line 1:</b>   | 313 E Anderson Ln                                                    | 313 E Anderson Ln                                                              |
| <b>Address Line 2:</b>   | Building 3                                                           | Building 3                                                                     |
| <b>City, State, Zip:</b> | Austin, TX 78752                                                     | Austin, TX 78752                                                               |
| <b>Phone Number:</b>     | 512-424-2436                                                         | 512-424-2436                                                                   |
| <b>Email:</b>            | <a href="mailto:Nim.kidd@tdem.texas.gov">Nim.kidd@tdem.texas.gov</a> | <a href="mailto:kharley.smith@tdem.texas.gov">kharley.smith@tdem.texas.gov</a> |

|                          |                                                                  |
|--------------------------|------------------------------------------------------------------|
| <b>Name:</b>             | <b>Jurisdiction</b><br>John Ferguson                             |
| <b>Title:</b>            | Mayor                                                            |
| <b>Address Line 1:</b>   | 507 W O'Reilly Street                                            |
| <b>Address Line 2:</b>   | PO Box 1899                                                      |
| <b>City, State, Zip:</b> | Presidio, TX, 79845                                              |
| <b>Phone Number:</b>     | (432) 229-3517                                                   |
| <b>Email:</b>            | <a href="mailto:jferguson@presidio.tx">jferguson@presidio.tx</a> |

## XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

### **XIII. ENTIRE AGREEMENT**

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

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TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

#### **TEXAS DIVISION OF EMERGENCY MANAGEMENT**

Signature: \_\_\_\_\_  
Name: W. Nim Kidd  
Title: Chief, Texas Division of Emergency Management  
Date: \_\_\_\_\_

#### **JURISDICTION**

Signature: \_\_\_\_\_  
Name: John Ferguson  
Title: Mayor  
Date: \_\_\_\_\_

## LINE ITEM 7

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- n. Discussion / action to appoint one candidate from the Letters of Interest or to request Letters of Interest to the vacated City Council Unexpired-Term seat and set date for last day to receive letters if no letters have not been submitted. – City Secretary