



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, APRIL 21, 2020**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting on Tuesday, April 21, 2020 at 5:30 pm pursuant to Section 551.045 of the Texas Open Meetings Act.

This meeting will be closed to in person attendance by the public. A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. The meeting will be recorded and uploaded to the City website following the conclusion of the meeting.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-877-853-5247; Meeting ID: 873 1123 5970.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on April 21, 2020. A staff member will contact you with instructions via phone call to address your public comment.

I. CALL TO ORDER

- A. Certification of Public Notice.
- B. Invocation.
- C. Pledge of Allegiance.
- D. Mayoral recognition.
- E. Roll Call.

II. PUBLIC COMMENTS

The Public Comments portion of the meeting promotes a fair and open process for the governance of the City. This portion of the meeting is not intended to be an extended discussion or a debate and is limited to three minutes for each presenter. Due to the Texas Open Meetings Act, the Mayor and City Commissioners do not reply; they listen. Matters under litigation are not to be addressed and comments regarding specific City employees and elected officials may be prohibited.

The Public may comment on anything on the agenda, however if you comment on something not included on the agenda, the Commission cannot take any formal action until it is placed on an agenda and notice of the meeting is properly posted.

III. CONSENT AGENDA

The following items are of a routine or administrative nature. The City Commission has been furnished with background and support material on each item, and/or it had been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote. Possible action.

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

- 1) Approval on Ordinance 2020-06 amending the City of Weslaco's budget for the Water and Sewer Capital Projects Fund in the amount of \$63,010 for capital outlay acquisition and authorize the Mayor to execute any related documents. (First reading held March 17, 2020; staffed by Finance Department.) Attachment
- 2) Approval on Ordinance 2020-07 after public hearing on behalf of Texas Regional Bank to rezone 1325 Dolores Huerta. Also being 4.50 Acres Gross being the W650.3'-S422.39' of Farm Tract 31 West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district and authorize the Mayor to execute any related documents. (First reading held March 17, 2020; staffed by Planning & Code Enforcement Department.) Attachment
- 3) Approval on Ordinance 2020-08 amending Ordinance 2007-54 being the Access Management Policy Ordinance to allow for 30' curb cuts for residences with u-shaped driveways and three (3) car garages and authorize the Mayor to execute any related documents. (First reading held March 17, 2020; staffed by Planning & Code Enforcement Department.) Attachment

B. Authorization for application to US Department of Justice CFDA#16.034 Coronavirus Emergency Supplemental Funding Program FY2020 Formula Grant Solicitation for an amount not to exceed \$38,412.00 with NO MATCH REQUIRED and NO REOCCURRING COSTS and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

C. Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Economic Development Corporation of Weslaco for Hanger E24 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant CIL Hangars, LLC. for Hangar E24 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

IV. OLD BUSINESS

- A. Discussion and consideration on the variance request to section 26-27(k)(2) pertaining to the dedication of half streets for Weslaco Plaza Subdivision – being a re-subdivision of 6.595 acres being all of Lots 1 and 2, Limon Subdivision, Weslaco, Hidalgo County, Texas, located approximately 1,150 feet East of Westgate Dr. and

authorize the Mayor to execute any related documents. Possible action. (This item was tabled on March 17; staffed by Planning and Code Enforcement Department.) Attachment

V. NEW BUSINESS

- A. Discussion and consideration on the purchase of a Cyber Security Appliance to protect city's network and city's data for an amount of \$34,665.34 approved for FY 2019-2020 Capital Outlay expenditures through IK Network Technologies with Texas TIPS Contract #18050101 and authorize the Mayor to execute any related documents. Possible action. (Staffed by IT Department.) Attachment
- B. Discussion and consideration on Ordinance 2020-09 amending Ordinance 2020-02 to postpone Special Election of May 2, 2020 and hold on August 25, 2020 and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)
- C. Discussion and consideration relating to policy for no disconnect of water during this COVID-19 Pandemic and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- D. Discussion and consideration to authorize solicitation for seal bids for repairs to the generator for North Wastewater Treatment Plant (NWWTP) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- E. Discussion and consideration to approve the Quarterly Investment Report for the period ending March 31, 2020 and December 31, 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- F. Discussion and consideration to approve the Urban County Re-qualification Cooperation Agreement for Fiscal Years 2021-2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- G. Discussion and consideration on presentation of the financials for the General, Water/Wastewater and Solid Waste funds as of March 31, 2020 and authorize Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- H. Discussion and consideration on amendments and extension of Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

(2) is liable to a person injured or damaged by the disclosure for:

(A) actual damages, including damages for personal injury or damage, lost wages, defamation, or mental or other emotional distress;

(B) reasonable attorney fees and court costs; and

(C) at the discretion of the trier of fact, exemplary damages.

(b) An offense under Subsection (a)(1) is a Class B misdemeanor.

(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection

(a)(2) that:

(1) the defendant had good reason to believe the disclosure was lawful; or

(2) the disclosure was the result of a mistake of fact concerning the nature or content of the certified agenda or tape recording. (Added by Acts 1993, 73rd Leg., ch 268, § 1, eff. Sept. 1, 1993.)

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Legal Consultation – Seek City Attorney opinion on arbitration proceedings by the Weslaco Firefighters Association (IAFF-WFFA Local 3207) as authorized by section §551.071 of the Texas Government Code.
- C. Real Property - Discussion with City Attorney on the purchase of real property located at the corner of Witmer Street and South Bridge Avenue as authorized by §551.072 of the Texas Local Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 17th day of April 2020 at 5:00 p.m. and will remain so posted continuously for at least 72-hours preceding the scheduled time of this meeting in accordance with Chapter 551 of the Texas Government Code.

/s/ Norma A. Cantu, Interim City Secretary

NOTE: If any accommodation for a disability is required, please notify the City Secretary Department at (956) 968-3181, Ext. 1100 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3181	
From:			
Subject: Certification of Public Notice.			
Background: Call to Order, includes the following: A. Certification of Public Notice. B. Invocation. C. Pledge of Allegiance. D. Mayoral Recognition. E. Roll Call.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Aida Vega Mike Perez		Created	
City Manager Comments:			
Staff Recommendation: A. Mayor will Call to Order and certify Public Notice. B. Commissioner will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: Pledge & Mission 2019 updated			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

The Pledge of Allegiance to the Flag

"I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL."

The Pledge of Allegiance to the State Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

**The pledge was amended by House Bill 1034 during the 80th Legislature with the addition of "one state under God." The revised wording became effective on June 15, 2007.*

Preamble to the Constitution of the United States of America

We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America.

STATEMENT OF VISION: AN INTERNATIONAL CENTER OF GROWTH

Friendly people with vision, courage and integrity

STATEMENT OF MISSION: COMMITMENT TO EXCELLENCE IN PUBLIC SERVICE

- *Positive Attitude of Courtesy & Concern
- *Doing it Right the First Time
- *Sensitive to the citizens' needs
- *Friendly Respect for All
- *Service without Hassle



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3197	
From:			
Subject: Approval on Ordinance 2020-06 amending the City of Weslaco's budget for the Water and Sewer Capital Projects Fund in the amount of \$63,010 for capital outlay acquisition and authorize the Mayor to execute any related documents. (First reading held March 17, 2020; staffed by Finance Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Vidal Roman Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: O2020-06 Water Wastewater budget amendment			
Responsibilities upon Approval:			

ORDINANCE 2020-06

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-39, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FINDING NEED TO AMEND THE 2019-2020 WATER/WASTEWATER BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City Commission of the City of Weslaco utilized diligent thought and attention to the preparation of the 2019-2020 budget; and

WHEREAS, unusual and unforeseen conditions have arisen during the fiscal year which have, or will require, the expenditure of additional funds constituting an emergency expenditure; and

WHEREAS, Section 102.009 of the Texas Local Government Code authorizes the City to amend its budget in such a manner as to provide for emergency expenditures as an amendment to the original budget in a case of grave public necessity to meet an unusual and unforeseen condition; and

WHEREAS, the City Commission finds the amendments in the line items identified in the attached Exhibit A are reasonable, necessary, and for municipal purposes.

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

SECTION 1. FINDINGS. The City Commission finds the statements made in the preamble above are true.

SECTION 2. BUDGET LINE ITEMS. The City Commission approves the budget amendments in the attached Exhibit A as such change is necessary to meet an unusual and unforeseen condition as the result of an emergency.

SECTION 3. BUDGET TOTAL. The City Commission further finds the amended budget identified in such Exhibit A will not cause the total expenditures in the budget to exceed the total amount of estimated revenue.

SECTION 4. APPROVAL. The 2019-2020 Official Budget, adopted by Ordinance 2019-39, is hereby reallocated, revised, amended and approved as set forth in the attached Exhibit A.

SECTION 5. AUTHORIZATION. The City Manager is authorized to undertake action to execute such transfers in accordance with state law, and file, or cause to be filed, a true and correct copy of this Ordinance, with the attached budget amendment, with the City Secretary.

SECTION 6. SEVERABILITY CLAUSE. It is the intent of the City Commission that each sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be deemed severable and, should any such sentence, paragraph, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to affect the validity of those provisions of the Ordinance left standing.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect upon first reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of March 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of April 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3198	
From:			
Subject: Approval on Ordinance 2020-07 after public hearing on behalf of Texas Regional Bank to rezone 1325 Dolores Huerta. Also being 4.50 Acres Gross being the W650.3'-S422.39' of Farm Tract 31 West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district and authorize the Mayor to execute any related documents. (First reading held March 17, 2020; staffed by Planning & Code Enforcement Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: O2020-07 1325 Dolores Huerta- Ordinance (1)			
Responsibilities upon Approval:			

ORDINANCE NO. 2020-07

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 320 AND AMENDING THE ZONING MAP OF THE CITY OF WESLACO TO CHANGE THE ZONING OF 1325 DOLORES HUERTA ALSO BEING WEST TRACT W650.3'-S422.39' FT 31 EXC W282.26'-S118.93' EXC N80'-S198.93'-W603.44 & EXC-E347.24'-W629.50'-S119.93' 4.50 AC GR 3.31 AC NET, WESLACO, HIDALGO COUNTY, TEXAS, FROM R-1 ONE-FAMILY DWELLING DISTRICT TO B-2 SECONDARY AND HIGHWAY BUSINESS DISTRICT BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS:

SECTION I: R-1 One-family dwelling district to B-2 Secondary and Highway Business District being 1325 Dolores Huerta also being West Tract W650.3'-S422.39' FT 31 EXC W282.26'-S118.93' EXC N80'-S198.93'-W603.44 & EXC-E347.24'-W629.50'-S119.93' 4.50 AC GR 3.31 AC NET, Weslaco, Hidalgo County, Texas.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of March 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of April 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3199	
From:			
Subject: Approval on Ordinance 2020-08 amending Ordinance 2007-54 being the Access Management Policy Ordinance to allow for 30' curb cuts for residences with u-shaped driveways and three (3) car garages and authorize the Mayor to execute any related documents. (First reading held March 17, 2020; staffed by Planning & Code Enforcement Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		New	
City Manager Comments:			
Staff Recommendation:			
Attachments, if any: O2020-08 Access management- Amendments			
Responsibilities upon Approval:			

ORDINANCE 2020-08

AN ORDINANCE AMENDING ORDINANCE NUMBER 2007-54, THE CITY OF WESLACO ACCESS MANAGEMENT POLICY ORDINANCE; CODIFIED AS CHAPTER 26, ARTICLE X, OF THE WESLACO CODE OF ORDINANCES, ADOPTING NEW REGULATIONS; AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

SECTION I.

Ordinance Number 2007-54 passed and approved on November 6, 2007 as "Access Management Policy Ordinance" and Codified as Chapter 26, Article X, of the Weslaco Code of Ordinances is hereby amended.

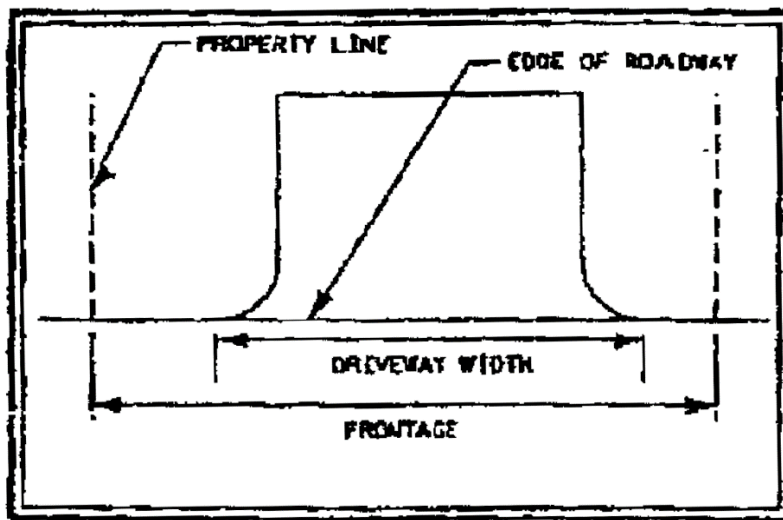
SECTION II.

After second and final reading of this Ordinance the new Access Management Policy ordinance will be adopted and codified as Chapter 26, Article X of the Weslaco Code of Ordinances and said Chapter shall read as follows:

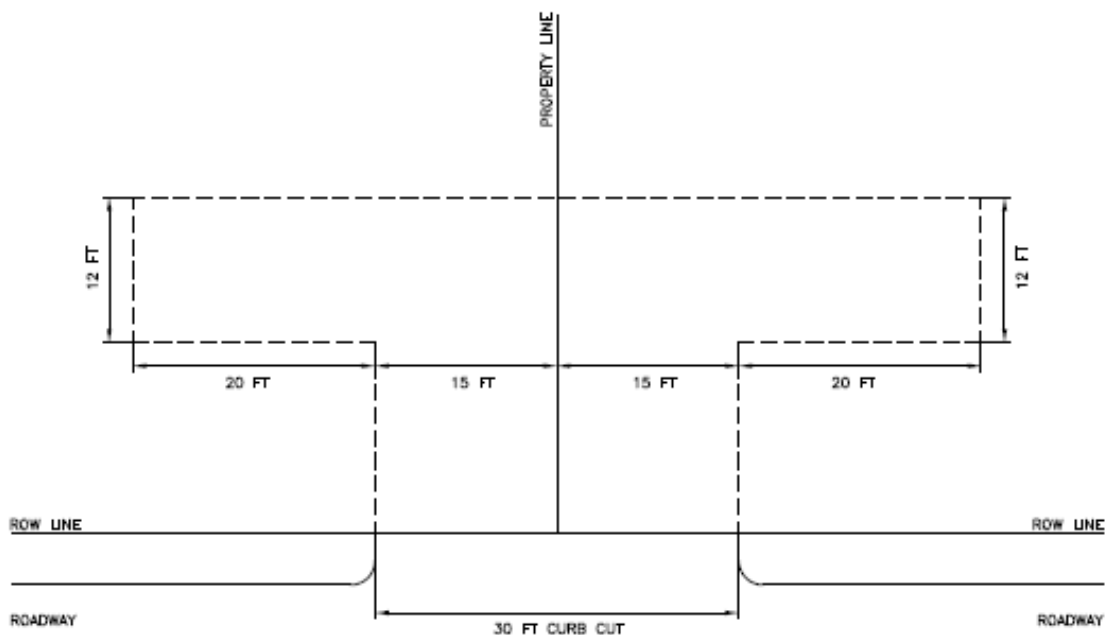
CHAPTER 26- ACCESS MANAGEMENT POLICY ORDINANCE ARTICLE X

SECTION 26-318. – SINGLE-FAMILY RESIDENTIAL

- (a) Single entry driveway approaches including full width of drive and radii, shall not occupy more than 50 percent of the frontage fronting the roadway, or a maximum of 24 feet, whichever is less measured at the edge of roadway.
- (b) Double/U-shaped entry driveway approaches, marginal access street or easement and residential homes with a three (3) car garages/carports or more, including full width of drive and radii, shall not occupy more than 70 percent of the frontage fronting the roadway, or a maximum of 30 feet, whichever is less measured at the edge of roadway.
- (c) Driveway entry approaches shall be calculated and measured in accordance with Figure 1 below:



- (d) Where a subdivision abuts a major thoroughfare (collector or arterial street), lots for single-family residential use shall not front on the thoroughfare. Where conditions are such that vehicular access cannot be provided other than from a thoroughfare, a marginal access street or easement to serve two or more lots may be created with the approval of the director of planning and code enforcement. The marginal access street or easement shall permit entry to the thoroughfare and prevent backing onto the thoroughfare. Marginal access streets or easements shall be included on the subdivision plat.
- (e) Minimum marginal access street or easement for shared access shall conform with Figure 2 below:



(f) All driveway entry approaches/ curb cuts shall be saw cut

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 17th day of March 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this 21st day of April 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez, **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3192	
From: Robert Lopez			
Subject: Authorization for application to US Department of Justice CFDA#16.034 Coronavirus Emergency Supplemental Funding Program FY2020 Formula Grant Solicitation for an amount not to exceed \$38,412.00 with NO MATCH REQUIRED and NO REOCCURRING COSTS and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses, and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.			
Funding Source (budget code, if applicable): US Department of Justice			
Amount: \$38,412.00		Term of Impact: 24 months	Identified in Current Budget: No
Additional Action Prompted: Mayor's Signature Budget Amendment			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez		Created/Initiated	
Robert Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Recommend Approval			
Attachments, if any: fy20-cesf-allocations-tx-1, bja-2020-18553			
Responsibilities upon Approval: Police will be responsible for grant application. Finance will monitor FSRs.			

BJA FY 2020 Coronavirus Emergency Supplemental Funding

State	Jurisdiction Name	Government Type	Eligible Allocation
TX	ABILENE CITY	Municipal	\$139,475
TX	ALAMO CITY	Municipal	\$38,953
TX	AMARILLO CITY	Municipal	\$328,669
TX	ANDERSON	County	\$58,008
TX	ANGELINA COUNTY	County	\$58,008
TX	ARLINGTON CITY	Municipal	\$479,605
TX	AUSTIN CITY	Municipal	\$885,407
TX	BALCH SPRINGS CITY	Municipal	\$45,613
TX	BASTROP COUNTY	County	\$47,859
TX	BAYTOWN CITY	Municipal	\$63,737
TX	BEAUMONT CITY	Municipal	\$283,674
TX	BELL COUNTY	County	\$58,008
TX	BELLMEAD CITY	Municipal	\$37,871
TX	BEXAR COUNTY	County	\$137,462
TX	BIG SPRING CITY	Municipal	\$44,221
TX	BOWIE COUNTY	County	\$58,008
TX	BRAZORIA COUNTY	County	\$37,558
TX	BRAZOS COUNTY	County	\$58,008
TX	BROWNSVILLE CITY	Municipal	\$110,433
TX	BRYAN CITY	Municipal	\$88,749
TX	CAMERON COUNTY	County	\$45,923
TX	CARROLLTON CITY	Municipal	\$45,072
TX	COLLEGE STATION CITY	Municipal	\$55,063
TX	COLLIN COUNTY	County	\$58,008
TX	COMAL COUNTY	County	\$38,103
TX	CONROE CITY	Municipal	\$57,696
TX	COPPERAS COVE CITY	Municipal	\$40,426
TX	CORPUS CHRISTI CITY	Municipal	\$521,426
TX	CORSICANA CITY	Municipal	\$35,081
TX	CORYELL COUNTY	County	\$58,008
TX	DALLAS CITY	Municipal	\$2,282,871
TX	DALLAS COUNTY	County	\$58,008
TX	DENTON CITY	Municipal	\$82,398
TX	DENTON COUNTY	County	\$58,008
TX	DESOTO CITY	Municipal	\$43,213
TX	DONNA CITY	Municipal	\$44,917
TX	DUNCANVILLE CITY	Municipal	\$42,826
TX	ECTOR COUNTY	County	\$52,818
TX	EDINBURG CITY	Municipal	\$79,379
TX	EL PASO CITY	Municipal	\$604,520
TX	EL PASO COUNTY	County	\$67,919
TX	FORT BEND COUNTY	County	\$186,406
TX	FORT WORTH CITY	Municipal	\$1,070,032
TX	FRISCO CITY	Municipal	\$34,385

BJA FY 2020 Coronavirus Emergency Supplemental Funding

State	Jurisdiction Name	Government Type	Eligible Allocation
TX	GALVESTON CITY	Municipal	\$56,146
TX	GALVESTON COUNTY	County	\$58,008
TX	GARLAND CITY	Municipal	\$172,233
TX	GRAND PRAIRIE CITY	Municipal	\$125,534
TX	GRAYSON COUNTY	County	\$58,008
TX	GREGG COUNTY	County	\$58,008
TX	HARLINGEN CITY	Municipal	\$55,218
TX	HARRIS COUNTY	County	\$2,095,382
TX	HARRISON COUNTY	County	\$58,008
TX	HAYS COUNTY	County	\$37,094
TX	HENDERSON COUNTY	County	\$42,672
TX	HIDALGO COUNTY	County	\$146,058
TX	HOUSTON CITY	Municipal	\$5,542,068
TX	HOWARD COUNTY	County	\$58,008
TX	HUMBLE CITY	Municipal	\$32,371
TX	HUNTSVILLE CITY	Municipal	\$40,117
TX	IRVING CITY	Municipal	\$119,184
TX	JEFFERSON COUNTY	County	\$58,008
TX	JOHNSON COUNTY	County	\$36,167
TX	KILLEEN CITY	Municipal	\$230,937
TX	LAMAR COUNTY	County	\$58,008
TX	LANCASTER CITY	Municipal	\$50,414
TX	LAREDO CITY	Municipal	\$213,046
TX	LEWISVILLE CITY	Municipal	\$57,696
TX	LIBERTY COUNTY	County	\$41,122
TX	LONGVIEW CITY	Municipal	\$98,199
TX	LUBBOCK CITY	Municipal	\$605,451
TX	LUBBOCK COUNTY	County	\$58,008
TX	LUFKIN CITY	Municipal	\$32,758
TX	MARSHALL CITY	Municipal	\$33,144
TX	MCALLEN CITY	Municipal	\$44,531
TX	MCKINNEY CITY	Municipal	\$60,637
TX	MCLENNAN COUNTY	County	\$58,008
TX	MESQUITE CITY	Municipal	\$131,807
TX	MIDLAND CITY	Municipal	\$93,553
TX	MIDLAND COUNTY	County	\$58,008
TX	MISSOURI CITY	Municipal	\$34,153
TX	MONTGOMERY COUNTY	County	\$144,817
TX	NAVARRO COUNTY	County	\$58,008
TX	NEW BRAUNFELS CITY	Municipal	\$44,531
TX	NUECES COUNTY	County	\$58,008
TX	ODESSA CITY	Municipal	\$242,862
TX	PALESTINE CITY	Municipal	\$43,832
TX	PARIS CITY	Municipal	\$39,340
TX	PASADENA CITY	Municipal	\$157,518

BJA FY 2020 Coronavirus Emergency Supplemental Funding

State	Jurisdiction Name	Government Type	Eligible Allocation
TX	PEARLAND CITY	Municipal	\$40,503
TX	PHARR CITY	Municipal	\$45,149
TX	PLANO CITY	Municipal	\$99,049
TX	PORT ARTHUR CITY	Municipal	\$82,711
TX	POTTER COUNTY	County	\$58,008
TX	RICHARDSON CITY	Municipal	\$39,962
TX	ROBSTOWN CITY	Municipal	\$42,981
TX	ROUND ROCK CITY	Municipal	\$38,335
TX	SAN ANGELO CITY	Municipal	\$78,915
TX	SAN ANTONIO CITY	Municipal	\$2,331,581
TX	SAN JUAN CITY	Municipal	\$39,108
TX	SAN MARCOS CITY	Municipal	\$51,345
TX	SHERMAN CITY	Municipal	\$35,235
TX	SMITH COUNTY	County	\$53,282
TX	TARRANT COUNTY	County	\$58,008
TX	TAYLOR COUNTY	County	\$58,008
TX	TEMPLE CITY	Municipal	\$47,550
TX	TEXARKANA CITY	Municipal	\$83,330
TX	TEXAS CITY	Municipal	\$52,041
TX	TOM GREEN COUNTY	County	\$58,008
TX	TRAVIS COUNTY	County	\$154,035
TX	TYLER CITY	Municipal	\$99,436
TX	VICTORIA CITY	Municipal	\$61,568
TX	VICTORIA COUNTY	County	\$58,008
TX	WACO CITY	Municipal	\$161,082
TX	WALKER COUNTY	County	\$58,008
TX	WEBB COUNTY	County	\$58,008
TX	WESLACO CITY	Municipal	\$38,412
TX	WICHITA COUNTY	County	\$58,008
TX	WICHITA FALLS CITY	Municipal	\$94,867
TX	WILLIAMSON COUNTY	County	\$39,885
	Local total		\$24,592,948

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



Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

CFDA #16.034

Solicitation Release Date: March 30, 2020

Application Deadline: 11:59 p.m. eastern time on May 29, 2020

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Eligibility

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term “states” includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a “state” or “states” includes all 56 jurisdictions.)

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

Contact information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888–549–9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays.

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1–800–851–3420; via TTY at 301–240–6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301–240–5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “How to Apply (GMS)” section in the [OJP Grant Application Resource Guide](#).

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Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

A. Program Description

Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

Statutory Authority: The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds from other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a “trust fund.” For additional information, see [2 C.F.R. § 200.305](#).

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

B. Federal Award Information

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bja.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award¹

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

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

¹ For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

² The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

Cost Sharing or Match Requirement

The CESF Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

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

[Costs Associated with Language Assistance](#) (if applicable)

C. Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

See the “Application Elements and Formatting Instructions” section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the “Application Elements and Formatting Instructions” section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not “[proceeding] to peer review”). The solicitation further expressly modifies the “Application Attachments” section of the OJP Grant Application Resource Guide by **not** incorporating the “Applicant Disclosure of Pending Applications,” “Applicant Disclosure and Justification – DOJ High Risk Grantees,” and “Research and Evaluation Independence and Integrity” provisions.)

1. Application for Federal Assistance (Standard Form (SF)-424)

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

Intergovernmental Review: This solicitation (“funding opportunity”) is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website:

https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf

If the applicant’s state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state’s process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: “Program is subject to E.O. 12372, but has not been selected by the State for review.”)

2. Program Narrative

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

3. [Budget Information and Associated Documentation](#)

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide. Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Please see the OJP Grant Application Resource Guide for information on the following:

4. [Indirect Cost Rate Agreement](#) (if applicable)

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

5. [Financial Management and System of Internal Controls Questionnaire \(including applicant disclosure of high risk status\)](#)

6. [Disclosure of Lobbying Activities](#)

How to Apply

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in [GMS](#) in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

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

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

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

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Federal Award Notices](#)

[Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

[Information Technology \(IT\) Security Clauses](#)

General Information about [Post-Federal Award Reporting Requirements](#)

Any recipient of an award under this solicitation will be required to submit the following reports and data:

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

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Appendix A: Application Checklist

Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- ☐ Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- ☐ Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- ☐ For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- ☐ For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- ☐ Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- ☐ Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- ☐ Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- ☐ Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

Scope Requirement:

- ☐ The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

Eligibility Requirement:

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

What an Application Should Include:

- ☐ Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- ☐ Intergovernmental Review (see page 6)
- ☐ Program Narrative (see page 7)
- ☐ Budget Detail Worksheet (see page 7)
- ☐ Budget Narrative (see page 7)
- ☐ Indirect Cost Rate Agreement (if applicable) (see page 7)
- ☐ Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- ☐ Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2018-1874
From:		
Subject: Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Economic Development Corporation of Weslaco for Hanger E24 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant CIL Hangars, LLC. for Hangar E24 and authorize the Mayor to execute any related documents. (Staffed by Airport.)		
Background: The Economic Development Corporation has sold their hangar to CIL Hangars, LLC through public bid solicitation. It has been custom, as per city commission request, to bring forth agreement terminations. The proposed ground lease agreement is for ten (10) years with a one ten year (10) option, with a capped three (3%) percent CPI review every three years. The hangar is located on the east side of the airport.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board does not approve revenue agreements/contracts. The Board did approve the ground lease agreement template.		
Andrew Muñoz	Created/Initiated	
Andrew Muñoz	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: E24_CIL Hangars, LLC		
Responsibilities upon Approval:		

Lease Agreement

STATE OF TEXAS)
CITY OF WESLACO) **KNOW ALL PERSONS BY THESE PRESENTS:**
HIDALGO COUNTY)

This lease is entered into this ____ day of _____, 2020, between the City of Weslaco, a home ruled municipal corporation with its principal place of business at 255 S. Kansas Avenue, Weslaco, Hidalgo County, Texas, hereinafter referred to as the "Lessor" and the owner of the Weslaco Mid Valley Airport, hereinafter referred to as "Airport" and CIL Hangars, LLC, hereinafter referred to as "Lessee" who covenant and agree as follows:

WHEREAS, Lessor owns and operates the Airport and all grounds within the area designated as the Weslaco Mid Valley Airport for aeronautical and non-aeronautical purposes to include landings, takeoffs, storage of aircraft and sales of fuel; and

WHEREAS, Lessor and Lessee are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, Lessor deems it advantageous to itself and to the operation of the Airport to lease to Lessee certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section I. Lease Premises

- A) Premises shall be designated as **E24**, measuring 100 feet x 80 feet as described in Exhibit A.
- B) Lessor shall have use, access, ingress/egress within the airport, airport facilities and airport infrastructure as permitted by federal, state and local polices, laws, rules and regulations as it pertains to this lease agreement.

Section II. Term

- A) This lease shall be for the term of **10 years**. (the "Initial Term") Thereafter, this lease may be renewed for subsequent three (3) **10-year** extensions upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. (the "Extended Term") Lessee, upon giving written notice to Lessor,



Lessee Initials

may request additional renewal options prior to the expiration of this lease.

B) Surrender and Holding Over. Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises and the Lessor shall have the option to require Lessee to remove any Improvement (or a portion thereof) and restore the Premises and surrounding areas to the condition existing immediately prior to the construction of such Improvement. Thereafter, the Lessor shall have the right to enter and take possession of the Premises, with or without process of law and without liability for trespass. Holding over or failure to vacate the Premises at the end of the Initial Term or the Extended Term shall not be construed to be the granting or exercise of any additional term.

Section III. Consideration

A) In consideration for the lease of the Land/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of \$ 2,160.00. The first year's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month/year due for the term of this contract plus any extensions thereto.

Lessee agrees that the lease payment listed herein shall be subject to review and adjustment by Lessor at three (3) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the U.S. Department of Commerce's Consumer Price Index (CPI). The adjusted lease fee shall be calculated on the third (3rd) year anniversary of this lease and recalculated at subsequent three (3) year intervals. Such increase in the lease payment shall begin immediately upon request from Lessor and continue at that rate until the next three-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Land/Hangar/Building/Office shall not be decreased but shall remain at the same level as was charged during the preceding three (3) year period.

B) All payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.

C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor. Lessor shall provide written notice thirty (30) days' notice prior to the lease being terminated.


Lessee Initials

- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.



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- C) Lessee may park his and/or his passenger's privately-owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regard to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that it will not conduct any commercial activity such as air taxi services or aerial spraying. Notwithstanding, anything to the contrary contained herein, Lessor agrees that Lessee shall be allowed to use the Hangar for the following commercial activities, provided Lessee pays any applicable fees to Lessor at the time of commencing such activities in the Hangar: pilot instruction, charter flights, sight-seeing, aerial photography, aircraft engine or airframe repair, and avionics repair.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.


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- J) Lessee agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance.

Section 5. Sublease, Assignment, or Sale

- A) The Lessee is permitted to sublease, assign, sell, or transfer this lease agreement or any right hereunder to any person, corporation, or association. However, this Lease Agreement shall terminate, and any subsequent assignee, purchaser or transferee shall be obligated at the option of the Lessor, to negotiate a new Lease Agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Lease Agreement in favor of such assignee.

Section 6. Termination

- A) This Lease Agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this Lease Agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this Lease Agreement and retake possession of any Airport property leased to or under the control of Lessee.
- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this Lease Agreement, in such instance that the continued leasing of the Leased Premises would have a negative impact on any proposed development or improvements at the Airport. This Lease Agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.

In such event, Lessee shall be permitted to remove all Improvements. Provided,

however, the Lessor shall work with the Lessee to locate another space within the Airport of approximately the same dimensions to reconstruct such Improvements upon the same terms and conditions as this Lease Agreement for so long as reasonable for the Lessor to do so.

- C) This Lease Agreement may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this agreement.
- D) At the termination of this agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition: (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from any act or omission of Lessee's agents, servants, or employees.

Section 8. Maintenance of Landing Area


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- A) Lessee understands and agrees that Lessor reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport.

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- B) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended, and other applicable Laws and Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.


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- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

- A) No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

Section 12. Rights and Remedies

- A) Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

Section 13. Notice Requirements

- A) This Agreement has specific and strict notice requirements. All payments by Lessee are to be made to Lessor through the Aviation**


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Director at Weslaco Mid-Valley Airport, 1909 Joe Stephens, Weslaco, TX 78596.

All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

Notice to Lessor is to be sent to:

Aviation Director
Weslaco Mid-Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596


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B) Notice to Lessee to be sent to:

Lessee Name: CiL Hangars, LLC
Address: 6800 International Parkway, Suite 10
McAllen, TX 78503


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C) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, upon compliance with this Section and delivery to the notice address then in effect for the party to which the notice is directed; provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated.

Section 14. Miscellaneous


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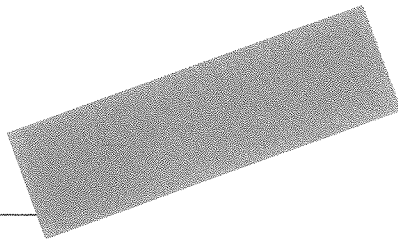
- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District Court for the State of Texas sitting in Hidalgo County, Texas so long as one of such courts shall have subject matter jurisdiction over such action or proceeding, and each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense except to the extent required by the Texas Public Information Act and Lessor will endeavor to maintain confidentiality.


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- F) This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.
- G) Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.
- H) The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Lessee shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Lessee consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.
- I) Any approved signage shall be at Lessee's expense and shall comply with local, state or federal laws and regulation. Lessee shall not advertise or permit other to advertise at the Airport by any means, whether or not such advertising is for profit.
- J) Lessor and its associates, agents or employees reserve the right to enter the lease premises upon reasonable notice to Lessee and the same does not constitute a trespass on the lease premises or a violation of any of Lessee's rights.
- K) Lessee warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this agreement as a legal, valid, and binding obligation of Lessee.
- L) Time is of the essence of this Agreement.


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EXECUTED this _____ day of _____



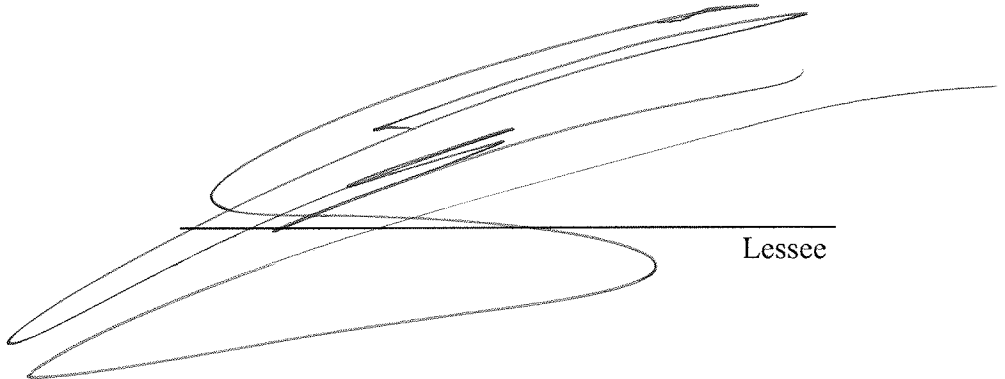
City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary

A large, stylized handwritten signature in black ink is written over a horizontal line.

Lessee

Handwritten initials "JS" in black ink, with a horizontal line drawn through the middle of the letters.

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Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3150	
From: Rebekah De La Fuente			
Subject: Discussion and consideration on the variance request to section 26-27(k)(2) pertaining to the dedication of half streets for Weslaco Plaza Subdivision – being a re-subdivision of 6.595 acres being all of Lots 1 and 2, Limon Subdivision, Weslaco, Hidalgo County, Texas, located approximately 1,150 feet East of Westgate Dr. and authorize the Mayor to execute any related documents. Possible action. (This item was tabled on March 17; staffed by Planning and Code Enforcement Department.)			
Background: Weslaco Plaza was approved by City Commission and recorded as County with escrow check. As part of the plat half of the required right-of-way was dedicated as Dragonfly Avenue as a connector street from Frontage Road to Pike Blvd. The City ordinance does not allow for the construction of half-streets; therefore the developer is requesting a variance to Section 26-27(K) (2). The design and construction of Dragonfly Avenue was approved by engineering during the Pre-Construction phase of this development. A letter of opposition was submitted by the neighboring property owner and has been included in the agenda packet			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission: City Commission approved the final plat on September 18, 2018. City Commission established Dragonfly Avenue as part of the major thoroughfare map on August 20, 2019. On March 18, 2020 a letter was sent to Mr. Anthony Covacevich offering an exchange of land for 30 feet of right-of-way located on the east side of his property. On March 25, 2020 the City received a response letter from Mr. Covacevich with a list of items that would need to be addressed in exchange for the land.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning Commission recommended approval of the variance request on March 4, 2020.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments:			

Approved. However Anthony Covacevich might show up to protest this item.

Staff Recommendation:

Staff recommends compliance with the ordinance for the variance request.

Attachments, if any:

Dragon Fly- Aerial, Weslaco Plaza Variance Request, Letter from Neighboring Property Owner, Ordinance Section- Variance Process, Offer Letter- City of Weslaco, Response Letter- Anthony Covacevich

Responsibilities upon Approval:

Staff will advise applicant

Weslaco Plaza

Dragonfly Avenue

Mile 5 1/2 Rd W

N Border Ave



1000 ft

WESLACO

N Westgate Dr

Chis Dr

Google Earth

© 2020 Google



TBPE Firm # F-1435
TBPLS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

FRED L. KURTH • ALLAN F. BOOE • KELLEY A. HELLER-VELA • ROBERTO N. TAMEZ • MARIO A. REYNA

February 21, 2020

Mr. Mike Perez, City Manager
Via: Rebekah De La Fuente, Planning Director
City of Weslaco
255 S. Kansas Ave.
Weslaco, TX 78596-6158

RE: Weslaco Plaza Subdivision – Variance to allow Dragon Fly Avenue

Dear Mr. Perez,

As you are aware, Weslaco Plaza Subdivision went through the typical subdivision process following the guidelines of the City of Weslaco. It was reviewed and approved by City Staff, Planning and Zoning, and City Council before it was recorded at the Hidalgo County Clerk's Office. The subdivision is now recorded under Document Number 2995575 Hidalgo County Map Records.

What is more, all public improvements were constructed as approved by the City. Although here as of late, it has been brought to our client's attention that Dragon Fly Avenue is being identified as a half street. The Weslaco Code of Ordinance Section 26-27 "Streets", Sub-Section "K", Item "2" states that half-streets or half-alleys will not be permitted in subdivisions. If Dragon Fly Avenue is being labeled a half of a street, then the width of the pavement would have measured 16.0 feet back to back. The back to back paving characteristics of Dragon Fly Avenue measure as follows:

- The north 130.0 feet measure 25.0 feet back to back.
- The center 380.0 feet measure 32.0 feet back to back.
- The south 313.0 feet measure 25.0 feet back to back.

It is important to point out that the adjacent landowner located on the south side of the development was approached and asked if additional property could be acquired for road right of way improvements. The developer offered to pay for this right of way. The landowner declined and therefore the south 313 feet of Dragon Fly Avenue tapers to 25.0 feet back to back. Every attempt was made by the developer to acquire additional land to keep a uniformed alignment of Dragon Fly Avenue. Although, the improvements are in place and the subdivision is recorded we are respectfully requesting a variance to The City of Weslaco's Code of Ordinance Section 26-27 "Streets", Sub-Section "K", Item "2". So that this variance can be placed in the file for this recorded subdivision. This should in turn alleviate any pending and ongoing issues with the adjacent landowner.

I would like to note that a 6 ft opaque fence was offered to the adjacent landowner at the developer's expense. The installation of the fence was not a subdivision requirement due to the right-of-way being public. The adjacent landowner has declined this fence on his property at this time.

Should you have any questions or concerns please contact me at your earliest convenience at (956) 381-0981.

Respectfully Submitted,



Mario A. Reyna, P.E.
Vice President

Cc: Auriel Investments, LLC

Sec. 26-27. - Streets.

- (a) *Street layout.* Adequate and paved streets shall be provided by the subdivider and the arrangement, character, extent, width, grade and location of each shall conform to the comprehensive plan of the city and shall be considered in their relation to existing and planned streets, to topographic conditions, to public safety and convenience, and in their appropriate relationship to the proposed uses of land to be served by such streets. The street layout shall be devised for the most advantageous development of the entire neighborhood.
- (b) *Relation to adjoining street systems.* Where necessary to the neighborhood pattern, existing streets in adjoining areas shall be continued and shall be at least as wide as such existing streets and in alignment therewith.
- (c) *Projection of streets.* Where adjoining areas are not subdivided, the arrangement of streets in the subdivision shall make provisions for the proper projection of streets into such unsubdivided areas.
- (d) *Street jogs.* Street jogs with centerline offsets of less than 125 feet shall be avoided.
- (e) *Street intersections.* Street intersections shall be as nearly at right angles as practicable, giving due regard to terrain, topography, sight distances and safety.
- (f) *Dead-end streets.* Dead-end streets shall be prohibited except as short stubs to permit future expansion.
- (g) *Culs-de-sac.* In general, a cul-de-sac shall not exceed 600 feet in length, and shall have a turnaround of not less than 100 feet in diameter (right-of-way) with a pavement diameter of 80 feet and shall provide access directly or indirectly to no more than 25 dwelling units in residential areas, and shall have a turnaround not less than 160 feet in diameter (right-of-way) with a pavement of 140 feet in commercial and industrial area.
- (h) *Streets on comprehensive plan.* Where a subdivision includes a street as shown on the major streets plan of the city, the Hidalgo County Thoroughfare Plan or the city's comprehensive plan, that street shall be platted in the approximate location shown on the plan. The right-of-way shall be equal to or greater than that indicated on the comprehensive plan for streets.
- (i) *Minor streets.* Minor streets shall be laid out so as to discourage their use by fast and through traffic.
- (j) *Pavement widths and rights-of-way.*
 - (1) Major thoroughfares of 120 feet of right-of-way shall be paved a minimum of 82 feet.
 - (2) Collector streets shall have a minimum right-of-way of 60 feet and a minimum

pavement width of not less than 43 feet as specified by the city.

- (3) Minor streets with single-family lots having a frontage of 50 feet or more shall have a right-of-way of at least 50 feet with abutting five-foot utility easement. Minor streets with single-family lots having a frontage of less than 50 feet shall have a right-of-way of at least 60 feet; or shall have a right-of-way of at least 50 feet with abutting five-foot utility easement, and shall provide a minimum of one overflow parking space for every two lots or dwelling units, within a reasonable distance from the lots or units to be served. The minimum pavement width of minor residential streets shall be 32 feet back-to-back, and minor residential subcollector streets which typically collect traffic from the subject development as well as interjoining traffic from other areas shall have a minimum pavement width of 37 feet back-to-back. Minor arterials of 80 feet of right-of-way shall be paved a minimum of 57 feet. Minor streets with multifamily lots shall have a right-of-way of at least 60 feet, and a minimum pavement width of 37 feet back-to-back and be in compliance with the requirements of all applicable ordinances dealing with off-street parking.

(k) *Pavement widths and rights-of-way of streets forming part of the boundary of the subdivision (adjacent).* Pavement widths and rights-of-way of streets forming part of the boundary of the subdivision adjacent shall be as follows:

- (1) Where the proposed subdivision abuts upon an existing street or half-street that does not conform to subsection (j) of this section, the subdivider shall dedicate right-of-way width to conform to such subsection. Before any pavement is laid to widen existing pavement, the existing pavement shall be cut back two feet to ensure an adequate subbase and pavement joint.
- (2) No half-streets or half-alleys will be permitted in subdivisions.

(l) *Curbs.* Curbs shall be installed by the subdivider on both sides of all interior streets, and on the subdivision side of all streets forming part of the boundary of the subdivision.

(m) *Street construction.* Materials and workmanship shall conform to the following standards:

- i. Collector and above designated streets*
 - 2" hot mix asphaltic concrete
 - 10" caliche base compacted to 95% of modified proctor
 - 6" subgrade with a Plasticity Index below 20
- ii. Residential streets*
 - 2" hot mix asphaltic concrete

8" caliche base compacted to 95% of modified proctor

6" subgrade with a Plasticity Index below 20

*If a report by a geotechnical engineer indicates that thicker paving sections are required then the geotechnical requirements supersede the standards listed above.

- (n) *Street grading.* Street grading shall meet the following minimum slopes based upon the land use and shall be shown on construction plans:
 - Residential streets: 0.3 percent
 - Multi-family and commercial streets: 0.5 percent
 - Industrial streets: 0.5 percent
- (o) *Street names.* Names of new streets shall not duplicate or cause confusion with the names of existing streets, unless the new streets are a continuation of or in alignment with existing streets, in which case names of existing streets shall be used, and shall conform to the existing street naming system. Street signs shall conform to city standards and shall be installed at the expense of the subdivider.
- (p) *Marginal access streets.* Where a subdivision has frontage on or borders an arterial street, the planning and zoning commission may require marginal access streets to be provided on both sides or on the subdivision side of the arterial street; unless the adjacent lots back up to, side up to, or front with extra depth and access off an alley, and provide some other means of restricting individual access directly to the arterial, or unless the planning and zoning commission determines such marginal access streets are not desirable under the facts of a particular case for adequate protection of the lots and separation of through the local traffic.
- (q) *Median islands.* Where a subdivision proposes median islands, the following shall be required prior to recording the plat or providing a final approval to the construction of the subdivision:
 - (1) The following plat note shall be required: The maintenance of all median islands shown on this plat shall be the exclusive responsibility of the owner of the property the subject of this plat, his heirs and assigns.
 - (2) The plans (cross-section to be included) and specifications, including a cross-section view, for such median islands shall be reviewed and approved in writing by the city engineer prior to construction where such issues as irrigation lines being encased, overspill appurtenances and illumination shall be considered. In this connection, such median islands shall conform to the amount of pavement required in

subsection (m) for the proposed street and made part of this section by reference for all purposes.

- (3) The city commission, with the recommendation of the planning and zoning commission, may set additional requirements to secure the public's health, safety and general welfare.
 - (4) The city engineer shall calculate present removal costs for such median islands, including any paving and utility relocation costs as well as any and all engineering costs that may be incidentally required, and 115 percent of such amount shall be escrowed with the city. Any funds so escrowed and not expended by the city as provided in this section within 15 years from the date of receipt, shall be returned to the then owners of the property, the subject of this plat, on the last day of such period, with the owners of each lot being entitled to an equal share of the refund. All of the owners of the property must request such refund within one year of entitlement, in writing, or such right shall be barred. In this connection, the city reserves the right to require evidence satisfactory to it that the persons seeking reimbursement are the owners of the property.
- (r) *Traffic calming.* If in the opinion of the city engineer and/or planning director streets in a proposed development are designed as such to encourage vehicular travel at unsafe speeds, the developer will bear the expense to install traffic calming measures. If the streets are existing and a safety problem is perceived the following process will be followed:

All of the following criteria must be satisfied for a street to be considered eligible for speed hump or other traffic calming device installation.

- (1) A petition that documents that a minimum of two-thirds of the households in low-density residential dwellings on the street that support its installation. In instances where traffic calming measures will affect other roadways, i.e. (grid network), the requestor will be required to obtain a petition that documents that a minimum of two-thirds of the household along the total affected area are in favor of the traffic calming measures. Petitions will be made available to requestors. Requester will be responsible for distribution and collection of all petitions.
- (2) The lane uses of the properties abutting the street where the traffic calming measure is proposed must be composed primarily of low-density residential dwelling.
- (3) Operational characteristics of the street.
 - a. The street must be used to provide access to abutting low-density residential properties (local residential street).

- b. There must be no more than one moving lane of traffic in each direction.
 - c. Traffic volumes must be more than 200 vehicles per day.
 - d. Vehicle speeds must meet the speed criteria.
 - e. The street must have a speed limit of 30 mph as determined in accordance with state law.
 - f. City manager, city engineer, city fire chief, city planning director and city police chief must approve all speed humps or traffic calming measures and their locations.
 - g. The street must not be any of the major roadways shown on the Thoroughfare Plan. The major roadways listed in the Thoroughfare Plan as a collector and greater and/or any other roadway classified by the City of Weslaco and/or TXDOT as a collector and/or greater.
 - h. Paved traveled ways that do not function as a street such as alleys, utility/access easements, parking lot circulation routes, and commercial service drives are not eligible for the installation of traffic calming measures, regardless of any identification signs, due to their operational characteristics.
- (4) Geometric characteristics of the street.
- a. The street must have adequate sight distances to safely accommodate the traffic calming measure as determined by the city engineer.
 - b. The street must not have curves or grades that prevent safe placement of the traffic calming measures. Measures may be located on streets that contain curves and/or grades, but the measure itself should not be located within a significant horizontal curve, or on a vertical grade greater than eight percent.
 - c. The street shall be paved. If there are no curbs, a special design must be used to prevent vehicle run-around.
 - d. The street shall have a minimum width of 30 feet and a maximum width of 44 feet.
 - e. The street must have a history that shows the need for traffic calming.
 - f. Private property in the city limits is not governed or controlled by these requirements.
 - g. In the case of areas with grid networks a comprehensive study of all affected roadways will need to be assessed.
 - h. Traffic calming measures are designed to attract the attention of the driver. Therefore, the installation of a traffic calming measure within the limits of a

school zone or in areas where pedestrians frequently cross a traveled way increases the chance of pedestrian vehicle conflict. Traffic calming measures shall not be installed in such areas.

(5) Cost Responsibility.

- a. Requestor will be responsible for a \$40.00 processing fee and is quantified by individual street segments. If it is so desired by the requestor to study the subject street on a non-typical day the requestor will be responsible for additional \$10.00 processing fee. City also reserves the right to conduct an independent study to verify results. The city engineer or designee will make the final determination of study results.
- b. The cost for the traffic calming measure installation (including signs, pavement markings and, if necessary, special design features such as bollards, curbing or guardrail) may be shared between the city and residents according to how much the measured speed on the street exceeds the speed criteria as defined in this section. This cost sharing is defined as follows:

COST SHARING

85th PERCENTILE SPEED RESIDENTS' COST SHARE FOR CONSTRUCTION

35—36 mph	100%
37—38 mph	67%
39—40 mph	33%
> 40 mph	0%

- c. Allocation of the city's contribution will be made upon a first come first serve basis and constrained by annual funding.
- d. The term "resident," when used in cost sharing does not necessarily refer to the petitioners. It is used to define the share of the cost that is not the responsibility of the city and could be paid by one or more of the residents or from other private sources. Notwithstanding the provisions of the foregoing cost-sharing table, residents may be able to expedite calming measure

March 3 , 2020

Planinng and Zoning Commission
City of Weslaco

Re: Variance request to section 26-27(k)(2) for Weslaco Plaza Subdivision.

Dear Commission:

I am asking that this request be denied due to several factors:

1. 26-07(1) requires that the request be made prior to the project.
2. 26-07 (2) There must be conditions that deprive the owner of the reasonable use of his land.
The owner has sufficient land to comply with the ordinance.
3. 26-07 (4) The granting of the variance would be detriment of the property of the safety of the occupant of the adjacent property who is mentally disabled.

I thank you for your consideration.

Sincerely ,



Anthony Covacevich
1224 W. Pike Blvd.
Weslaco, Tx. 78596

Sec. 26-07. - Variance.

The planning and zoning commission shall recommend variance from this appendix to the city commission when, in its opinion, undue hardships will result from requiring strict compliance. In recommending a variance, the planning and zoning commission shall prescribe only conditions that it deems necessary or desirable in the public interest. In making the findings required in this section, the planning and zoning commission shall take into account the nature of the proposed use of the land involved, existing uses of land in the vicinity, the number of persons who will reside or work in the proposed subdivision, and the probable effect of such variance upon traffic conditions and upon the health, safety, convenience and welfare in the vicinity. No variance can be recommended unless the planning and zoning commission finds that:

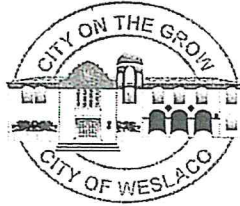
- (1) A written request of the developer is submitted in advance of making such request.
- (2) There are special circumstances or conditions affecting the land involved such that the strict application of the provisions of this appendix would deprive the applicant of the reasonable use of his land.
- (3) The granting of a variance is necessary for the preservation and enjoyment of the legal property rights of its owner.
- (4) The granting of the variance will not be detrimental to the public health, safety, welfare, or injurious to the legal rights other property owners enjoy in the area.
- (5) The granting of the variance will not have the effect of preventing the orderly subdivision of other land in the area in accordance with the provisions of this appendix. Such findings of the planning and zoning commission, together with the specific facts upon which such findings are based, shall be incorporated into the official minutes of the planning and zoning commission's meeting at which such variance is considered. Variance may be granted only when in harmony with the general purpose and intent of this appendix so that the public health, safety and welfare may be secured and substantial justice accomplished. Financial hardship to the subdivider, standing alone, shall not constitute undue hardship.

The city commission shall have the ultimate power to grant or reject variance upon receipt of a recommendation from the planning and zoning commission.

(Ord. No. 2013-22, § II, 10-15-2013)

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

March 18, 2020

Mr. Anthony Covacevich
401 Southgate Circle
Weslaco, Texas 78596

Re: 1224 W. Pike Ave.

Dear Mr. Covacevich:

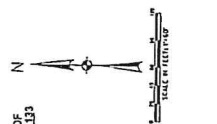
Attach you will find a plat showing your family's home site with a 30' right-of-way in the west side. The City of Weslaco would like to know if you would consider exchanging the right-of-way for 30'ft on the east side.

Please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike R. Perez", is written over the printed name.

Mike R. Perez
City Manager



LEGEND

- FOUND BY ROOM (UNLESS NOTED)
- SET IRON ROD WITH HALF CAP
- FOUND IRON ROD
- △ SET IRON ROD WITH CAP
- △ T. - HEDALGO COUNTY CLERK'S FILE
- △ T. - DEED RECORDS HEDALGO COUNTY TEXAS
- △ T. - MAP RECORDS HEDALGO COUNTY TEXAS
- △ T. - RECORDS HEDALGO COUNTY TEXAS

LINE TABLE		
LINE	DEARING	DISTANCE
L1	S 88°45'36" W	102.57
L2	N 01°11'24" W	100.00
L3	S 88°45'36" W	63.00
L4	S 01°11'24" E	100.00
L5	S 88°45'36" W	187.17

VBMH
SUBDIVISION

6.61 ACRES TRACT OF LAND

PART OF FARM TRACT 133 OF
BEING A
WEST AND ADAMS TRACTS SUBDIVISION,
PART OF LOT 16, ALL OF LOTS 12, AND 13, 17-19 AND 21-24, BLOCK 13,
ALL OF LOTS 25-26, AND 39-50, BLOCK 14,
ALL OF LOTS 37 AND 38, BLOCK 15,

ALL OF LOTS 85-90, BLOCK 17,
ALL OF SAN CARLOS STREET, SAN BENITO STREET,
CATHERINE AVENUE, AND SANTA ANA STREET
OF THE JAMES M. BLACK SUBDIVISION AND
ALL OF LOTS 83-87, BLOCK 17 OF NARCISSEUS BLACK SUBDIVISION

J. BALLI SURVEY, ABSTRACT NO. 54
CITY OF WESLACO, HIDALGO COUNTY, TEXAS

HALF

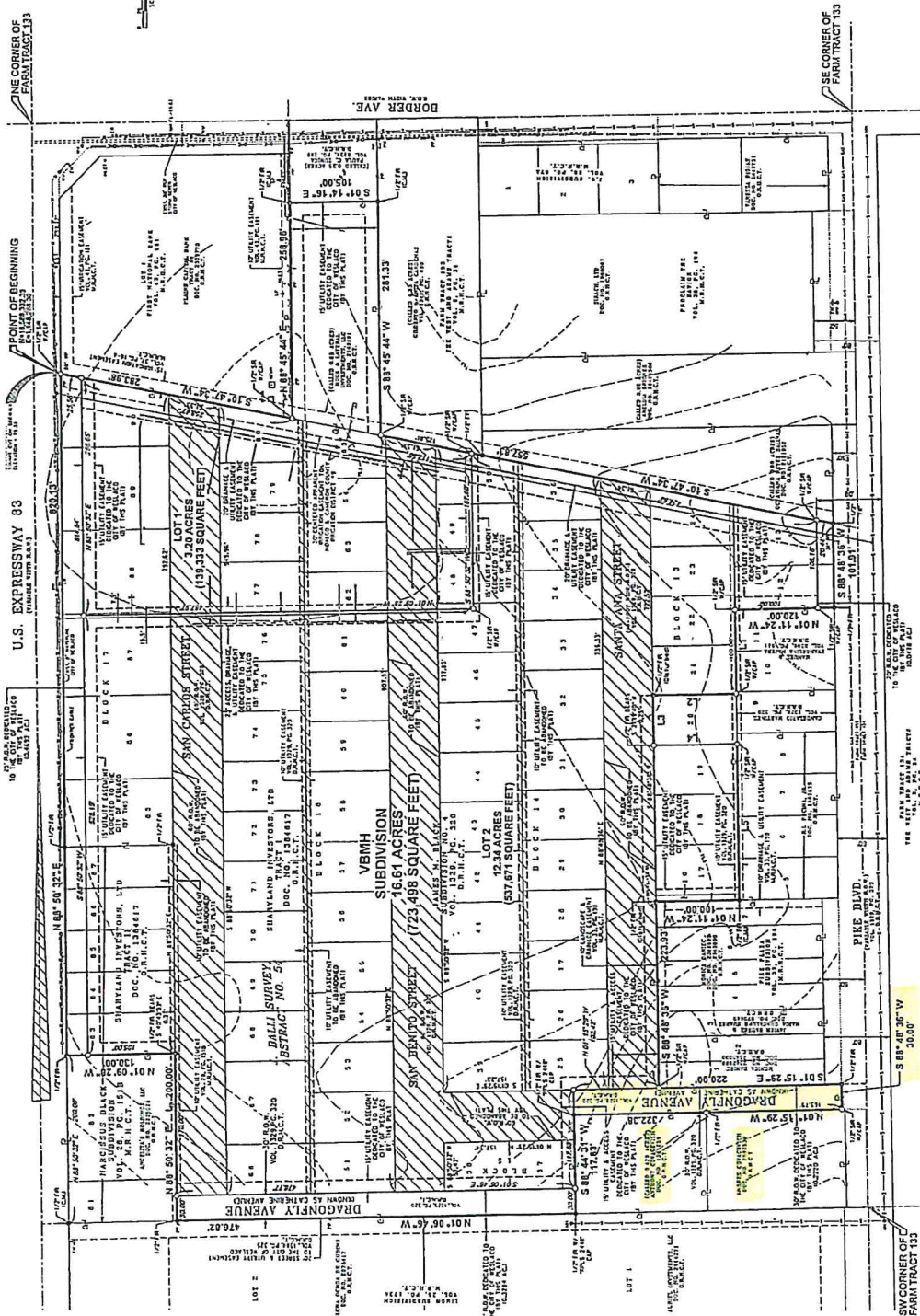
1771 MONTELLA DRIVE WILSONVILLE, OR 97154 (503) 261-2700

OWNER
HARRY AND INVESTORS, LTD.
30544 NORTH SHART ROAD
MISSION, TEXAS 78171
CONTACT: DOLLY EUTONCO

OWNER
HOOK & LATERAL FLETCHERS, LLC
30544 NORTH SHART ROAD
MISSION, TEXAS 78171
CONTACT: DOLLY EUTONCO

ENGINEER
AUT ASSOCIATES, INC.
300 WEST MOUNTAIN, SUITE 100
SANTA ANA, CA 92705-7118
CONTACT: HARVEY TORRES, P.E.
TEL: 949/441-8251
FAX: 949/441-8252
E-MAIL: HTORRES@AUT-INC.COM

SURVEYOR
MAURY ASSOCIATES, INC.
1251 NORTH BOWEN ROAD
ROCKWELL, TX 75087-2778
CONTACT: CERRY A. BURNHAM, R.S.L.S.
TEL: 972/348-6700
FAX: 972/348-0091
E-MAIL: CERRY@MAURYINC.COM



PARK TRACT 126
THE KEY AND ADJACENT TRACTS
VOL. 2, P.C. 24
M.A.B.C.T.
TRACT 125
VOL. 125, P.C. 219

-S 88° 48' 36" W
30.00'

SW CORNER OF
FARM TRACT 133

March 25, 2020

Mr. Mike Perez,
City Manager
City of Weslaco
255 S. Kansas Ave
Weslaco, Tx. 78596

Re: 1224 W. Pike Ave. A & B

Dear Mr. Perez:

I am responding to your inquiry as to whether we would consider exchanging property located on the west side of the property listed above to similar property located on the east side of this property.

As previously mentioned, we would not consider a straight-out exchange of property. The west thirty feet of 1224 W. Pike has improvements that must be considered in any exchange. No mention of any compensation has been mentioned in your correspondence.

Attached please find a list of the items that need to be considered in this exchange to make it an equitable exchange.

Please note that if the City is in agreement in concept with this exchange, certain conditions would have to be agreed to in order to protect my brother's health, safety and welfare. This will be considered once we have a consensus to the list provided. This list may not be the total list should something come up at a later time.

Please advise.

Thanks!

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

Anthony Covacevich

1. Replace the existing driveway with a new driveway to be located on the east side of property (Catherine Ave.) with a gravel or caliche cover the length of the existing property driveway as shown on survey.
2. Provide sufficient fill dirt to fill Catherine Ave. to the same height as the property on both sides of Catherine Ave. ($162.61 + 158.59 = 321.2 \times 30' = 19,272$ square feet x height differential).
3. Relocation/replacement of the four oak trees, one avocado tree and the pecan tree to the other side of the property.
4. Relocation/replacement of the concrete foundation (31' x 33') from the existing site to the east side of the property.
5. Relocation of existing electrical power pole and electrical service pole to new location on the east side.
6. Relocation of existing water service from existing site to new location on the east side.
7. Relocation of new house entrance and porch to the middle of the house.
8. Provide new parking drive, parking spaces (3) and sidewalk to provide parking for house accessible to the east side.
9. Relocate wood pile foundation to east side (12' x 40').
10. Fencing of 1224 W. Pike on north, west and east sides.
11. Provision of a blanket utility easement on the west side for the sewer line.
12. Removal of all debris that may result from the relocation or replacement of any item on the property.
13. Relocation of Tuff Shed to new foundation on the east side (4). Relocation to be performed by Tuff Shed company to maintain warranty coverage.

SET 1/2"
IRON PIN

EAST - 117.83'

SET 1/2"
IRON PIN

NORTH - 158.59'

0.429 OF AN ACRE
18,686.66 SQ.FT.

SOUTH - 158.59'

SET 1/2"
IRON PIN

P.O.B.

WEST - 117.83'

SET 1/2"
IRON PIN

SCALE: 1"=40'

P.O.C.

SET 1/2"
IRON PIN

S.W. COR.
F.T. 133

SET 1/2"
IRON PIN

CURB LINE

MILE 8 LT.

NOTES:

1. THIS TRACT OF LAND IS IN ZONE "C" ON A FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NO. 480349 0005B; REVISED MARCH 4, 1980.
2. THIS SURVEY WAS PREPARED WITH OUT THE BENEFIT OF A TITLE REPORT.

PLAT SHOWING

RODRIGUEZ ENGINEERING
CONSULTING ENGINEER / SURVEYOR
McAllen, Texas



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3179	
From:			
Subject: Discussion and consideration on the purchase of a Cyber Security Appliance to protect city's network and city's data for an amount of \$34,665.34 approved for FY 2019-2020 Capital Outlay expenditures through IK Network Technologies with Texas TIPS Contract #18050101 and authorize the Mayor to execute any related documents. Possible action. (Staffed by IT Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Jose M. Vela Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: FortiSandbox quote v2 3-16-20			
Responsibilities upon Approval:			

**Delivery:** As Needed[illegible]

- By: Mike Seitz**
Vice President



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3180	
From:			
Subject: Discussion and consideration on Ordinance 2020-09 amending Ordinance 2020-02 to postpone Special Election of May 2, 2020 and hold on August 25, 2020 and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-09. Possible action. (Staffed by City Secretary Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Aida Vega Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Order of Special Election Charter Amendments - August 25, 2020-change, Notice of Special Election - August 25, 2020, O2020-09 Charter Amendment Election Ord. ENG SPAN for August 25 2020			
Responsibilities upon Approval:			

ORDER OF SPECIAL ELECTION FOR MUNICIPALITIES
(ORDEN DE ELECCION ESPECIAL PARA MUNICIPIOS)

A Special Election is hereby ordered to be held on August 25, 2020 for the purpose of:

CITY OF WESLACO, PROPOSITION A: That Article V, Section 5 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The elective officers of the city shall consist of six (6) City Commissioners and a Mayor. The elections after August 2020 shall be from four (4) Single-Member Districts and two (2) At-Large Members. The City of Weslaco shall be divided into four (4) Single-Member Districts for the purpose of electing one (1) City Commissioner from each Single-Member District. Candidates for City Commission shall have resided in the district from which he or she seeks election for at least six (6) months prior to the date of the election. The position of Mayor and two (2) City Commissioners shall be elected At-Large by the voters of the City of Weslaco and shall have resided in the City of Weslaco six (6) months prior to date of election. Should no candidate receive a majority of the votes at the election from which he or she is a candidate, the City Commission shall immediately order a run-off election to be held not less than ten (10) days nor more than twenty (20) days after the results of the election has been declared, at which said run-off election the names of the two (2) candidates receiving the highest number of votes for said office at the election shall be printed on the ballot and submitted to the qualified voters of the district in which they were candidates or in the case of the position of Mayor and two (2) City Commissioners, to the voters of the City, at large. The candidate receiving the majority of votes at such election shall be declared duly elected. The four (4) Single-Member Districts shall be drawn according to the state and federal laws. The first election held pursuant to this provision shall be held in November 2021, in which District 2 and 3 shall stand for election; in the election held November 2022, District 1 and 4 shall stand for election; and in the election held November 2023, the Mayor and District 5 and 6 shall stand for election. After an election and canvass of the returns and declaration of results, the Mayor and each City Commissioner shall serve one (1) term.

CITY OF WESLACO, PROPOSITION B: That Article V, Section 2 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The Mayor and City Commissioners shall hold office for a period of four (4) years until their successors are elected and qualified.

CITY OF WESLACO, PROPOSITION C: That Article V, Section 2 of the City Charter of the City of Weslaco Texas, be submitted for charter amendment and if approved by a majority vote, be changed to read as follows:

The Mayor and all City Commissioners shall be limited to three (3) four (4) year consecutive terms.

(Por la presente se ordena que se llevará a cabo una elección el día 25 de Agosto, 2020 con el propósito de:)

CIUDAD DE WESLACO, PROPUESTA A: *Que el Artículo V, Sección 5 del Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto, y si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

*Los oficiales electivos de la ciudad consistirán en seis (6) Comisionados de la Ciudad y un Alcalde. Las elecciones posteriores Agosto de 2020 serán cuatro (4) Distritos uninominales y dos (2) Miembros En-General. La ciudad de Weslaco se dividirá en cuatro (4) distritos uninominales con el fin de elegir un (1) Comisionado municipal de cada distrito uninominal. Los candidatos a la Comisión de la Ciudad habrán residido en el distrito en el que él o ella busque la elección durante al menos seis (6) meses antes de la fecha de la elección. El puesto de Alcalde y dos (2) Comisionados de la Ciudad serán elegidos En-General por los votantes de la Ciudad de Weslaco y habrán residido en la Ciudad de Weslaco seis (6) meses antes de la fecha de la elección. En caso de que ningún candidato reciba la mayoría de las votos en la elección de la que es candidato, la Comisión de la Ciudad ordenará inmediatamente una elección **de desempate** que se celebre no menos de diez (10) días ni más de veinte (20) días después de que se hayan declarado los resultados de la elección, en la cual se realizará la segunda vuelta, los nombres de los dos (2) candidatos que reciban el mayor número de votos para dicho cargo en la elección se imprimirán en la boleta y se enviarán a los calificados votantes del distrito en el que fueron candidatos o en el caso del cargo de Alcalde y dos (2) Comisionados de la Ciudad En-General, a los votantes calificados de la Ciudad en la que fueron candidatos. El candidato que reciba la mayoría de los votos en dicha elección será declarado debidamente elegido. La primera elección realizada de conformidad con esta disposición se llevará a cabo en Noviembre de 2021, en la cual los distritos 2 y 3 se presentarán a elección; en las elecciones celebradas en Noviembre de 2022, los distritos 1 y 4 se presentarán a las elecciones; y en las elecciones celebradas en Noviembre de 2023, el alcalde y los distritos 5 y 6 se presentarán a las elecciones. Los cuatro (4) Distritos Uninominales se sortearán de acuerdo con las leyes estatales y federales, y la Comisión de la Ciudad determinará qué dos Distritos se convertirán En-General. Después de una elección y escrutinio de las declaraciones y la declaración de resultados, el Alcalde y cada Comisionado de la Ciudad deberán cumplir un (1) termino.*

CIUDAD DE WESLACO, PROPUESTA B: *Que el Artículo V, Sección 2 de la Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto, y si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

El alcalde y los comisionados de la ciudad ocuparán sus cargos por un período de cuatro (4) años hasta que sus sucesores sean elegidos y calificados.

CIUDAD DE WESLACO, PROPUESTA C: *Que el Artículo V, Sección 2 del Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto y, si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

Ninguna persona servirá como alcalde o comisionado de la ciudad por más de doce años consecutivos a menos que el duodécimo año ocurra en la mitad de un período, en cuyo caso se le permitirá a esa persona completar ese período. Una persona que no es elegible para postularse para alcalde o comisionado de la ciudad por haber servido doce años consecutivos es elegible para postularse para alcalde o comisionado de la ciudad después de la expiración de un período completo después de la expiración del último termino electo.

Early voting by personal appearance will be conducted each weekday at **Business Visitor and Event Center
Conference Room A, 275 South Kansas Ave, Weslaco, Texas**

(La votación adelantada en persona se llevará a cabo de lunes a viernes e:) **Centro de Negocios Visitantes Y Eventos
Sala de conferencias A, 275 South Kansas Avenue, Ciudad de Weslaco, Texas**

Recommended but not required

Days (Días) Dates (Fechas) Hours (Horario)

Monday (Lunes)	August 10, 2020 (10 de Agosto)	7:00 a.m. - 7:00 p.m.
Tuesday (Martes)	August 11, 2020 (11 de Agosto)	8:00 a.m. - 6:00 p.m.
Wednesday (Miercoles)	August 12, 2020 (12 de Agosto)	8:00 a.m. - 6:00 p.m.
Thursday (Jueves)	August 13, 2020 (13 de Agosto)	8:00 a.m. - 6:00 p.m.
Friday (Viernes)	August 14, 2020 (14 de Agosto)	8:00 a.m. - 6:00 p.m.
Saturday (Sabado)	August 15, 2020 (15 de Agosto)	8:00 a.m. - 5:00 p.m.
Monday (Lunes)	August 17, 2020 (17 de Agosto)	8:00 a.m. - 6:00 p.m.
Tuesday (Martes)	August 18, 2020 (18 de Agosto)	8:00 a.m. - 6:00 p.m.
Wednesday (Miercoles)	August 19, 2020 (19 de Agosto)	8:00 a.m. - 6:00 p.m.
Thursday (Jueves)	August 20, 2020 (20 de Agosto)	8:00 a.m. - 6:00 p.m.
Friday (Viernes)	August 21, 2020 (21 de Agosto)	8:00 a.m. - 6:00 p.m.

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

YVONNE RAMON, ELECTIONS ADMINISTRATOR

(Name of Early Voting Clerk)

(Nombre del Secretario(a) de la Votación Adelantada)

101 SOUTH TENTH AVENUE

(Address) *(Dirección)*

EDINBURG

(City) *(Ciudad)*

78539

(Zip Code) *(Zona Postal)*

Applications for ballots by mail must be received no later than the close of business on

(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

, 2020

(date) *(fecha)*

Issued this the ____ day of ____ 2020.

(Emitida este día _____ de _____, 20 20__.)

Commissioner
(Comisionado)

Signature of Mayor
(Firma del Alcalde)

Commissioner
(Comisionado)

Commissioner
(Comisionado)

Commissioner
(Comisionado)

Commissioner
(Comisionado)

Commissioner
(Comisionada)

Instruction Note: A copy of this election order must be delivered to the county Clerk/elections Administrator and Voter Registrar immediately after ordering the election.

(Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes inmediatamente después de ordenar la elección

**NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCION ESPECIAL)**

To the registered voters of the **City of Weslaco, Texas:**
(a los votantes registrados del Ciudad de Weslaco, Texas):

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m., on Tuesday, August 25, 2020, for voting in a Special Election to consider the propositions below to amend the City Charter.

(Notifíquese, por las presente, que las casillas electorales sitados abajo se abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el Martes, 25 de Agosto de 2020 para una Elección Especial proponiendo Enmiendas de la Estatuto.

CITY OF WESLACO, PROPOSITION A: That Article V, Section 5 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The elective officers of the city shall consist of six (6) City Commissioners and a Mayor. The elections after August 2020 shall be from four (4) Single-Member Districts and two (2) At-Large Members. The City of Weslaco shall be divided into four (4) Single-Member Districts for the purpose of electing one (1) City Commissioner from each Single-Member District. Candidates for City Commission shall have resided in the district from which he or she seeks election for at least six (6) months prior to the date of the election. The position of Mayor and two (2) City Commissioners shall be elected At-Large by the voters of the City of Weslaco and shall have resided in the City of Weslaco six (6) months prior to date of election. Should no candidate receive a majority of the votes at the election from which he or she is a candidate, the City Commission shall immediately order a run-off election to be held not less than ten (10) days nor more than twenty (20) days after the results of the election has been declared, at which said run-off election the names of the two (2) candidates receiving the highest number of votes for said office at the election shall be printed on the ballot and submitted to the qualified voters of the district in which they were candidates or in the case of the position of Mayor and two (2) City Commissioners, to the voters of the City, at large. The candidate receiving the majority of votes at such election shall be declared duly elected. The four (4) Single-Member Districts shall be drawn according to the state and federal laws. The first election held pursuant to this provision shall be held in November 2021, in which District 2 and 3 shall stand for election; in the election held November 2022, District 1 and 4 shall stand for election; and in the election held November 2023, the Mayor and District 5 and 6 shall stand for election. After an election and canvass of the returns and declaration of results, the Mayor and each City Commissioner shall serve one (1) term.

CIUDAD DE WESLACO, PROPUESTA A: *Que el Artículo V, Sección 5 del Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto, y si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

Los oficiales electivos de la ciudad consistirán en seis (6) Comisionados de la Ciudad y un Alcalde. Las elecciones posteriores a Agosto de 2020 serán cuatro (4) Distritos uninominales y dos (2) Miembros En-General. La ciudad de Weslaco se dividirá en cuatro (4) distritos uninominales con el fin de elegir un (1) Comisionado municipal de cada distrito uninominal. Los candidatos a la Comisión de la Ciudad deberán residido en el distrito en el que él o ella busque la elección durante al menos seis (6) meses antes de la fecha de la elección. El puesto de Alcalde y dos (2) Comisionados de la Ciudad serán elegidos En-General por los votantes de la Ciudad de Weslaco y deberán residido en la Ciudad de Weslaco seis (6) meses antes de la fecha de la elección. En caso de que ningún candidato reciba la mayoría de las votos en la elección de la que es candidato, la Comisión de la Ciudad ordenará inmediatamente una elección de desempate que se lleve acabo de diez (10) días y no más de veinte (20) días después de que se hayan declarado los resultados de la elección, en la cual se realizará la segunda vuelta, los nombres de los dos (2) candidatos que reciban el mayor número de votos para dicho cargo en la elección se imprimirán en la boleta y se enviarán a los votantes calificados del distrito en el que fueron candidatos o en el caso del cargo de Alcalde y dos (2) Comisionados de la Ciudad En-General, a los votantes calificados de la Ciudad en la que fueron candidatos. El candidato que reciba la mayoría de los votos en dicha elección será declarado debidamente elegido. La primera elección realizada de conformidad con esta disposición se llevará acabo en Noviembre de 2021, en la cual los distritos 2 y 3 se presentarán a elección; en las elecciones llevará acabo en Noviembre de 2022, los distritos 1 y 4 se presentarán a las elecciones; y en las elecciones llevadas acabo en Noviembre de 2023, el alcalde y los distritos 5 y 6 se presentarán a las elecciones. Los cuatro (4) Distritos Uninominales se sortearán de acuerdo con las leyes estatales y federales, y la Comisión de la Ciudad determinará qué dos Distritos se convertirán En-General. Después de una elección y escrutinio de las declaraciones y la declaración de resultados, el Alcalde y cada Comisionado de la Ciudad deberán cumplir un (1) termino.

CITY OF WESLACO, PROPOSITION B: That Article V, Section 2 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The Mayor and City Commissioners shall hold office for a period of four (4) years until their successors are elected and qualified.

CIUDAD DE WESLACO, PROPUESTA B: *Que el Artículo V, Sección 2 de la Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda de la carta, y si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

El Alcalde y los Comisionados de la ciudad ocuparán sus cargos por un período de cuatro (4) años hasta que sus sucesores sean calificados y elegidos.

CITY OF WESLACO, PROPOSITION C: That Article V, Section 2 of the City Charter of the City of Weslaco Texas, be submitted for charter amendment and if approved by a majority vote, be changed to read as follows:

The Mayor and all City Commissioners shall be limited to three (3) four (4) year consecutive terms.

CIUDAD DE WESLACO, PROPUESTA C: *Que el Artículo V, Sección 2 del Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto y, si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

Ninguna persona servirá como alcalde o comisionado de la ciudad por más de doce años consecutivos a menos que el duodécimo año ocurra en la mitad de un período, en cuyo caso se le permitirá a esa persona completar ese período. Una persona que no es elegible para postularse para alcalde o comisionado de la ciudad por haber servido doce años consecutivos es elegible para postularse para alcalde o comisionado de la ciudad después de la expiración de un período completo después de la expiración del último término electo.

El Alcalde y todos los Comisionados de la ciudad estarán limitados a tres (3) cuatro (4) años consecutivos.

LOCATION(S) OF POLLING PLACES
(DIRECCION(ES) DE LAS CASILLAS ELECTORALES)

Business, Visitor and Event Center, 275 South Kansas Avenue, Weslaco, Texas

Early voting by personal appearance will be conducted each weekday at
(Las fechas de votación tempranas son como sigue)

Business, Visitor and Event Center, 275 South Kansas Avenue, Weslaco, Texas

Days (Días) Dates	(Fechas) Hours	(Horario)
Monday (Lunes)	August 10, 2020 (Agosto 10, 2020)	7:00 a.m. - 7:00 p.m.
Tuesday (Martes)	August 11, 2020 (Agosto 11, 2020)	8:00 a.m. - 6:00 p.m.
Wednesday (Miercoles)	August 12, 2020 (Agosto 12, 2020)	8:00 a.m. - 6:00 p.m.
Thursday (Jueves)	August 13, 2020 (Agosto 13, 2020)	8:00 a.m. - 6:00 p.m.
Friday (Viernes)	August 14, 2020 (Agosto 14, 2020)	8:00 a.m. - 6:00 p.m.
Saturday (Sabado)	August 15, 2020 (Agosto 15, 2020)	8:00 a.m. - 5:00 p.m.
Monday (lunes)	August 17, 2020 (Agosto 17, 2020)	8:00 a.m. - 6:00 p.m.
Tuesday (Martes)	August 18, 2020 (Agosto 18, 2020)	8:00 a.m. - 6:00 p.m.
Wednesday (Miercoles)	August 19, 2020 (Agosto 19, 2020)	8:00 a.m. - 6:00 p.m.
Thursday (Jueves)	August 20, 2020 (Agosto 20, 2020)	8:00 a.m. - 6:00 p.m.
Friday, (Viernes)	August 21, 2020 (Agosto 21, 2020)	7:00 a.m. - 7:00 p.m.

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:)

YVONNE RAMON, ELECTIONS ADMINISTRATOR

(Name of Early Voting Clerk)

(Nombre del Secretario(a) de la Votación)

101 SOUTH TENTH AVENUE

(Address) (Dirección)

EDINBURG

78539

(City) (Ciudad)

(Zip Code) (Zona Postal)

Applications for ballots by mail must be received no later than the close of business on
(Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de negocio el)

July 27, 2020
(date) (fecha)

Issued this the 21st day of April 2020.

(Emitida este día 21st de April 2020.

Signature of Mayor (Firma del Alcalde)

ORDINANCE NO. 2020-09
AN ORDINANCE OF THE CITY OF WESLACO, TEXAS,
AMENDING ORDINANCE NO. 2020-02 ITS ORDER OF
SPECIAL ELECTION CALLED ON MAY 2, 2020 BY
POSTPONING, ORDERING AND PROVIDING NOTICE OF
SPECIAL ELECTION TO BE HELD ON AUGUST 25, 2020,
PROPOSING CHARTER AMENDMENTS TO ARTICLE V,
SECTION 2 AND SECTION 5; AND CALLING A SPECIAL
ELECTION ON SAID ISSUES PROVIDING FOR PUBLIC
NOTICE AND AN EFFECTIVE DATE.

ORDENANZA NO. 2020-09
ESTA ORDENANZA DE LA CIUDAD DE WESLACO, TEXAS,
ENMIENDA LA ORDENANZA NO. 2020-02 SU ORDEN DE
ELECCIÓN ESPECIAL LLAMADA EL 2 DE MAYO DE 2020
POSPONIENDO, ORDENANDO Y PROPORCIONANDO AVISO
DE ELECCIÓN ESPECIAL QUE SE LLEVARÁ A CABO EL 25 DE
AGOSTO DE 2020, PROPONIENDO ENMIENDAS DE
ESTATUTO AL ARTÍCULO V, SECCIÓN 2 Y SECCIÓN 5; Y
LLAMANDO A UNA ELECCIÓN ESPECIAL SOBRE DICHAS
CUESTIONES QUE OFRECEN AVISO PÚBLICO Y UNA FECHA
EFFECTIVA.

WHEREAS, on February 4, 2020, the City Commission passed Ordinance No. 2020-02, which ordered a special election according to Section 41.001 of the Texas Election Code to provide that the next earliest time for the Charter Amendment election is on the first Saturday in May (May 02, 2020); and,

POR CUANTO, el 4 de Febrero del 2020, la Comisión de la Ciudad aprobó la Ordenanza No. 2020-02, que ordenó una elección especial de acuerdo con la Sección 41.001 del Código Electoral de Texas para establecer que la próxima y mas cercana elección de la Enmienda de la Estatuto sea el primer Sábado en Mayo (02 de Mayo del 2020); y,

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott certified that the novel coronavirus (COVID-19) poses an imminent threat of disaster and, under the authority vested in the Governor by Section 418.014 of the Texas Government Code, declared a state of disaster in every county in the State of Texas; and,

POR CUANTO, el 13 de Marzo del 2020, el Gobernador de Texas Greg Abbott certificó que el nuevo coronavirus (COVID-19) representa una amenaza inminente de desastre y, bajo la autoridad otorgada al Gobernador por la Sección 418.014 del Código de Gobierno de Texas, declaró un estado de desastre en todos los Condados del estado de Texas; y,

WHEREAS, on March 17, 2020, the Mayor issued a Disaster Declaration for the City of Weslaco, which declaration was extended until April 23, 2020, by the City Commission on March

17, 2020, and on April 9, 2020, City Commission amended the disaster declaration to May 9, 2020; and,

POR CUANTO, el 17 de Marzo del 2020, el Alcalde emitió una Declaración de Desastre para la Ciudad de Weslaco, cuya declaración fue extendida hasta el 23 de Abril del 2020, por la Comisión de la Ciudad el 17 de Marzo del 2020, y el 9 de Abril del 2020, la Comisión de la Ciudad modificó la declaración de desastre al 9 de Mayo del 2020; y,

WHEREAS, on March 18, 2020, Texas Governor Greg Abbott issued a proclamation, suspending Section 41.0052 (a) and (b) of the Texas Election Code, thereby allowing political subdivisions of the state to move their general and special election set on May 2, 2020, to a future date; and

POR CUANTO, el 18 de Marzo del 2020, el Gobernador de Texas Greg Abbott emitió una proclamación, suspendiendo la Sección 41.0052 (a) y (b) del Código Electoral de Texas, permitiendo así que las subdivisiones políticas del estado muevan su conjunto de elecciones generales y especiales programadas el 2 de Mayo del 2020, a una fecha futura; y

WHEREAS, the City Commission finds that it is in public health, safety, and interest to postpone the May 2, 2020, Charter Amendment Special Election; and,

POR CUANTO, la Comisión de la Ciudad considera que es de salud pública, seguridad e interés posponer la Elección Especial de Enmienda a la Estatuto del 2 de Mayo del 2020; y,

WHEREAS, the City Commission seeks and will consider a date of August 25, 2020, as the Special Election for Charter Amendments to Article V, Section 2 and Section 5;

POR CUANTO, la Comisión de la Ciudad busca y considerará la fecha del 25 de Agosto del 2020, como la Elección Especial para las Enmiendas de la Estatuto al Artículo V, Sección 2 y Sección 5;

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

SEA ORDENADO POR LA COMISIÓN DE LA CIUDAD DE WESLACO, TEXAS:

CITY OF WESLACO, PROPOSITION A: That Article V, Section 5 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The elective officers of the city shall consist of six (6) City Commissioners and a Mayor. The elections after August 2020 shall be four (4) Single-Member Districts and two (2) At-Large Members. The City of Weslaco shall be divided into four (4) Single-Member Districts for the purpose of electing one (1) City Commissioner from each Single-Member District. Candidates for City Commission shall have resided in the district from which he or she seeks election for at least six (6) months prior to the date of the election. The position of Mayor and two (2) City

Commissioners shall be elected At-Large by the voters of the City of Weslaco and shall have resided in the City of Weslaco six (6) months prior to date of election. Should no candidate receive a majority of the votes at the election from which he or she is a candidate, the City Commission shall immediately order a run-off election to be held not less than ten (10) days nor more than twenty (20) days after the results of the election has been declared, at which said run-off election the names of the two (2) candidates receiving the highest number of votes for said office at the election shall be printed on the ballot and submitted to the qualified voters of the district in which they were candidates or in the case of the position of Mayor and two (2) At-Large City Commissioners, to the qualified voters of the City in which they were candidates. The candidate receiving the majority of votes at such election shall be declared duly elected. The first election held pursuant to this provision shall be held in November 2021, in which District 2 and 3 shall stand for election; in the election held November 2022, District 1 and 4 shall stand for election; and in the election held November 2023, the Mayor and District 5 and 6 shall stand for election. The four (4) Single-Member Districts shall be drawn according to the state and federal laws, and the City Commission will determine which two Districts will be converted to At-Large. After an election and canvass of the returns and declaration of results, the Mayor and each City Commissioner shall serve one (1) term.

CIUDAD DE WESLACO, PROPUESTA A: Que el Artículo V, Sección 5 del Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto, y si se aprueba por mayoría de votos, se cambie para que lea como sigue:

Los oficiales electivos de la Ciudad consistirán en seis (6) Comisionados de la Ciudad y un Alcalde. Las elecciones posteriores a August de 2020 serán cuatro (4) Distritos Uninominales y dos (2) Miembros En-General. La ciudad de Weslaco se dividirá en cuatro (4) distritos uninominales con el fin de elegir un (1) Comisionado municipal de cada distrito uninominal. Los candidatos a la Comisión de la Ciudad deberán residir en el distrito en el que él o ella busque la elección durante al menos seis (6) meses antes de la fecha de la elección. El puesto de Alcalde y dos (2) Comisionados de la Ciudad serán elegidos En-General por los votantes de la Ciudad de Weslaco y deberán residir en la Ciudad de Weslaco seis (6) meses antes de la fecha de la elección. En caso de que ningún candidato reciba la mayoría de las votos en la elección de la que es candidato, la Comisión de la Ciudad ordenará inmediatamente una elección de desempate que se lleve a cabo en no menos de diez (10) días y no más de veinte (20) días después de que se hayan declarado los resultados de la elección, en la cual se realizará la segunda vuelta, los nombres de los dos (2) candidatos que reciban el mayor número de votos para dicho cargo en la elección se imprimirán en la boleta y se enviarán a los votantes calificados del distrito en el que fueron candidatos o en el caso del cargo de Alcalde y dos (2) Comisionados de la Ciudad En-General, a los votantes calificados de la Ciudad en la que fueron candidatos. El candidato que reciba la mayoría de los votos en dicha elección será declarado debidamente elegido. La primera elección realizada de conformidad con esta disposición se llevará a cabo en Noviembre del 2021, en la cual los distritos 2 y 3 se presentarán a elección; en las elecciones llevadas a cabo en Noviembre del 2022, los distritos 1 y 4 se presentarán a las elecciones; y en las elecciones llevadas a cabo en Noviembre del 2023, el Alcalde y los distritos 5 y 6 se presentarán a las elecciones. Los cuatro (4) Distritos Uninominales se sortearán de acuerdo con las leyes estatales y federales, y la Comisión de la Ciudad determinará qué dos Distritos se convertirán Distritos En-General. Después de una elección y escrutinio de las declaraciones y la declaración de resultados, el Alcalde y cada Comisionado de la Ciudad deberán cumplir un (1) termino.

CITY OF WESLACO, PROPOSITION B: That Article V, Section 2 of the City Charter of the City of Weslaco, Texas be submitted for charter amendment, and if approved by a majority vote, be changed to read as follows:

The Mayor and City Commissioners shall hold office for a period of four (4) years until their successors are elected and qualified.

CIUDAD DE WESLACO, PROPUESTA B: *Que el Artículo V, Sección 2 de la Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto, y si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

El Alcalde y los Comisionados de la ciudad ocuparán sus cargos por un período de cuatro (4) años hasta que sus sucesores sean calificados y elegidos.

CITY OF WESLACO, PROPOSITION C: That Article V, Section 2 of the City Charter of the City of Weslaco Texas, be submitted for charter amendment and if approved by a majority vote, be changed to read as follows:

No person shall serve as a Mayor or City Commissioner for more than twelve consecutive years unless the twelfth year occurs in the middle of a term, in which case that person will be allowed to complete that term. A person who is ineligible to run for Mayor or City Commissioner because of having served twelve consecutive years is eligible to run for Mayor or City Commissioner after the expiration of one full term following the expiration of the last elected term of office.

CIUDAD DE WESLACO, PROPUESTA C: *Que el Artículo V, Sección 2 del Estatuto de la Ciudad de Weslaco, Texas, se presente para enmienda del estatuto y, si se aprueba por mayoría de votos, se cambie para que lea como sigue:*

Ninguna persona servirá como Alcalde o Comisionado de la Ciudad por más de doce años consecutivos a menos que el duodécimo año ocurra en la mitad de un período, en cuyo caso se le permitirá a esa persona completar ese período. Una persona que no es elegible para postularse para Alcalde o Comisionado de la Ciudad por haber servido doce años consecutivos es elegible para postularse para Alcalde o Comisionado de la Ciudad después de la expiración de un período completo después de la expiración del último termino electo.

That an election be called for August 25, 2020 on said aforementioned Charter Amendments. If said City Charter Amendments shall receive a majority of “yes” votes, it shall be declared passed. Said Amendments passing by a majority vote shall be entered upon the records of the City of Weslaco and be declared by the City Commission of Weslaco to be adopted and shall be effective hereafter.

Que se convoque a elecciones para el 25 de Agosto del 2020 sobre dichas enmiendas a la Estatuto. Si dichas Enmiendas a los Estatutos de la Ciudad recibirán una mayoría de votos "sí", se declarará aprobada. Dichas enmiendas que se aprueben por mayoría de votos se ingresarán en los registros de la Ciudad de Weslaco y serán declaradas por la Comisión de la Ciudad de Weslaco para su adopción y serán efectivas en adelante.

That this Ordinance shall take effect immediately from and after its date of final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Commission on this _____ day of _____ 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission on this ____ day of _____ 2020.

Que esta Ordenanza deberá tomar efecto inmediatamente a partir de su fecha de aprobación final.

PASADO y APROBADO en primera lectura en una reunión especial de la Comisión de la Ciudad en este _____ día de _____, 2020.

PASADO y APROBADO en segunda lectura en una reunión regular de la Comisión de la Ciudad en este _____ día de _____, 2020.

CITY OF WESLACO
CIUDAD DE WESLACO
BY: /s/David Suarez, MAYOR

ATTEST:
DAR FE:
BY:/s/Norma A. Cantu, INTERIM CITY SECRETARY

APPROVED AS TO FORM:
APROBADO EN FORMA:
BY:/s/Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3245	
From:			
Subject: Discussion and consideration relating to policy for no disconnect of water during this COVID-19 Pandemic and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: CMO memo re policy on sixty (60) days no disconnect no late fees			
Responsibilities upon Approval:			

City of Weslaco

"The City on the Grow"



David Suarez, Mayor
Letty Lopez, Mayor Pro-Tem, District 5
Leo Muñoz, Commissioner, District 1
Greg Kerr, Commissioner, District 2
Jose "J.P." Rodriguez, Commissioner, District 3
Adrian Farias, Commissioner, District 4
Josh Pedraza, Commissioner, District 6

Mike R. Perez, City Manager

MEMO

TO: Mayor and City Commission

FROM: Mike R. Perez, City Manager *MRP*

SUBJECT: Policy on sixty (60) days No Disconnect/No Late Fees

DATE: April 15, 2020

Since March 17, 2020 the date of the First Declaration by Mayor David Suarez we implemented a "No Disconnect/No Late Fee Policy" for Water/Sewer/Sanitation bills. I would like to extend that Policy until the Mayor removes the Declaration.

In addition, we would like to send notices to all customers that are sixty (60) days or more in delinquency that once the Declaration is removed they must come in to City Hall and make arrangements to catch up on their bills within a twelve (12) month period.

Attach please see a report on "Billing and Collections for 1st Quarter of 2019/2020." Should you have any questions please feel free to contact me.

CUSTOMER UTILITY ACCOUNTS

Billing & Collections for 1st Quarter 2019 & 2020

Month	2019 Billed:	2020 Billed	2019 Collected:	2020 Collected
January	\$ 1,288,377.39	\$ 1,433,137.08	11% \$ 1,382,068.52	\$ 1,671,146.33 21%
February	\$ 1,586,864.82	\$ 1,428,416.95	-10% \$ 1,459,319.01	\$ 1,209,116.88 -17%
March	\$ 1,323,602.76	\$ 1,510,295.01	14% \$ 1,460,696.64	\$ 1,558,588.22 7%
Total Billed	\$ 4,198,844.97	\$ 4,371,849.04	\$ 4,302,084.17	\$ 4,438,851.43

Total Outstanding 04/13/2020	
120+ Days	\$21,390.82
90+ Days:	\$12,816.22
60+ Days:	\$32,027.69
30+Days:	\$131,773.41
Total Past Due	\$198,008.14



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3221	
From:			
Subject: Discussion and consideration to authorize solicitation for seal bids for repairs to the generator for North Waste Water Treatment Plant (NWWTP) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The generator at the NWWTP has been inoperative for the past 6 months and Hurricane season is upon us, it is recommended to have it repair and in place.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Vidal Roman		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval. Please note that a budget amendment will be required and will presented once bids have been received and tabulated.			
Attachments, if any: gen1, gen2			
Responsibilities upon Approval:			



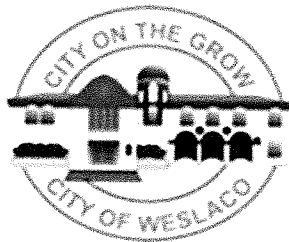




Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3244	
From:			
Subject: Discussion and consideration to approve the Quarterly Investment Report for the period ending March 31, 2020 and December 31, 2019 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Pursuant to Chapter 2256 of the Government Code, Section 2256.023 requires quarterly reports to be submitted to the government body as per the Public Funds Investment Act (PFIA).			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Vidal Roman		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Qrtly Investment Report for 3.31.20 and 12.31.19			
Responsibilities upon Approval:			

CITY OF WESLACO
FINANCE DEPARTMENT
QUARTERLY INVESTMENT REPORT
FOR QUARTER ENDING
MARCH 31, 2020
&
DECEMBER 30, 2019



City of Weslaco, Texas**Investment Report****March 31, 2020****Deposits:**

Cash on Deposit

BBVA Compass

Tex Pool

Tex Pool Prime

Certificates of Deposit

Navy Army CU 3/28/2019

LNB - 2.21/20

Total

2nd Quarter	1st Quarter
03/31/20	12/31/19
\$ 22,477,059	\$ 23,957,207
3,361,345	3,349,714
3,313,109	3,299,682
248,184	246,122
240,000	-
\$ 29,639,696	\$ 30,852,725

Rates:

Cash - Interest Earning

BBVA Compass

Tex Pool

Tex Pool Prime

Certificate of Deposits

Navy Army CU 3/28/19

BBVA Compass 3/26/18

2nd Quarter	1st Quarter
03/31/20	12/31/19
0.80%	0.80%
1.10%	1.63%
1.40%	1.83%
3.35%	3.35%
1.51%	0.00%

Total Interest Earned for Period

Total Interest

Average Return

Benchmark - 4 week T-Bill Rate

Weighted Average Maturity (Days)

\$ 42,577.53	\$ 40,865.32
0.92%	1.02%
0.04%	1.48%
6.35	2.60

Total Interest Earned Year to Date

\$ 83,442.85

This report is in full compliance with the investment policy and strategy as established for the City of Weslaco, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

Prepared by:



Vidal Roman
Finance Director

4-14-20
Date

Reviewed by:



Mike R. Perez
City Manager

4/14/2020
Date

City of Weslaco, Texas

Investment Report

December 31, 2019

Deposits:

Cash on Deposit

BBVA Compass

Tex Pool

Tex Pool Prime

Certificates of Deposit

Navy Army CU 3/28/2019

LNB - 2.21/20

Total

1st Quarter
12/31/19
\$ 23,957,207
3,349,714
3,299,682
246,122
-
\$ 30,852,725

Rates:

Cash - Interest Earning

BBVA Compass

Tex Pool

Tex Pool Prime

Certificate of Deposits

Navy Army CU 3/28/19

BBVA Compass 3/26/18

1st Quarter
12/31/19
0.80%
1.63%
1.83%
3.35%
0.00%

Total Interest Earned for Period

Total Interest

Average Return

Benchmark - 4 week T-Bill Rate

Weighted Average Maturity (Days)

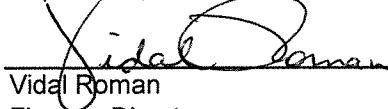
\$ 40,865.32
1.02%
1.48%
2.60

Total Interest Earned Year to Date

\$40,865.32

This report is in full compliance with the investment policy and strategy as established for the City of Weslaco, Texas and the Public Funds Investment Act (Chapter 2256, Government Code).

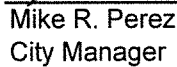
Prepared by:



Vidal Roman

Finance Director

Reviewed by:



Mike R. Perez

City Manager



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3246	
From:			
Subject: Discussion and consideration to approve the Urban County Re-qualification Cooperation Agreement for Fiscal Years 2021-2023 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Hidalgo County is proceeding to requalify to receive Urban County designation for fiscal years 2021-2023. As part of the process the City needs to renew our Cooperation Agreement, if we intend to continue to participate with the Hidalgo County Urban County Program.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends renewal of the cooperation agreement with Hidalgo county subject a response from Urban County staff as to the City meeting the population of becoming an "Entitlement" city according to the 2020 census results.			
Attachments, if any: City of Weslaco Cooperation Agreement 21-23			
Responsibilities upon Approval:			

STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

COOPERATION AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Hidalgo, a political subdivision of the State of Texas, hereafter referred to as "County" and the **City of Weslaco** a municipal corporation under the laws of the State of Texas, hereafter sometimes referred to as the "City".

WITNESSETH

WHEREAS, The City has elected to have its population included as a portion of that population of the County in the County's "Urban County" application to the U.S. Department of Housing and Urban Development for the thirty fourth, thirty fifth, and thirty sixth year's funding for the Community Development Block Grant Program, said application being hereinafter sometimes referred to as the "Grant Application"; and

WHEREAS, The County is willing to include all of the City's population in the Grant Application; and

WHEREAS, The 93rd Session of the Congress passed and the President of the United States signed into law, the Housing and Community Development Act of 1974 for the specific purpose of developing viable communities; and

WHEREAS, Hidalgo County desires to continue the designation as an "Urban County" by the Department of Housing and Urban Development in order to receive a formula share of program funds provided said County has an appropriate population under the enabling legislation in its unincorporated areas and its included units of general local governments with which it has entered cooperation agreements; and

WHEREAS, Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperation agreements with local governments for essential Community Development and Housing Assistance activities.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the County and the City do mutually agree as follows:

SECTION I

The City agrees to allow the County to include the City's population for a formula share of entitlement program funds through the Department of Housing and Urban Development's Community Development Block Grant Program, the HOME Investment Partnership Program and Emergency Solutions Grants (ESG) Programs and other funding as may be authorized by HUD and included in the County's Consolidated Plan Strategy. The City and County agree to include the same in the Grant Application.

By executing this agreement the City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriations for the same fiscal years during the period in which it is participating in the County's CDBG Program; and it may not participate in a HOME consortium except through the County, regardless of whether the County receives a HOME formula allocation.

SECTION II

The County and the City agree to cooperate and undertake, or assist in the undertaking of community renewal and lower income housing assistance activities, specifically urban renewal and public housing activities pursuant to this Agreement. Such activities include but are not limited to those activities included in the Annual One Year Action Plan contained in the Consolidated Plan Strategy as required under 24 CFR Part 570 and approved by the Department of Housing and Urban Development which is on file at the Urban County Program office and which may be amended in the future.

SECTION III

The City and County agree to take all actions deemed necessary by the county, in its sole discretion, to assure compliance with the Hidalgo County's certification as an urban county required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act and affirmatively furthering fair housing and comply with section 109 of Title I of the Housing Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination act of 1975 and/or meet any and all other requirements of the CDBG, HOME, ESG Programs and other applicable laws(e.g. National Environmental Policy Act, Uniform Relocation Act of 1969). Furthermore, the City and County agree to prohibit urban county funding for activities in the City or support any City that does not affirmatively further fair housing within the City's jurisdiction or which actions impedes the County's action to comply with its fair housing certification and civil rights obligations. It is further understood by both parties that noncompliance by the City may constitute noncompliance by the grantee (i.e., the entire urban county) which may provide cause for funding sanctions or other remedial actions by the Department of Housing and Urban Development.

SECTION IV

The City agrees to give the County authority to carry out activities which will be funded from the annual Consolidated Plan Strategy funding which includes Community Development Block Grant, HOME, and ESG Program funds from Federal **Fiscal Years 2021, 2022, and 2023** appropriations and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the participating unit of local government. The City agrees to inform the County of any income generated by the expenditure of Consolidated Plan Strategy Program funds received by the City. It is expressly understood by City that such program income must be paid to the County unless the City has been authorized by prior written agreement with County to retain such program income and that the City must use such funds only for eligible activities in accordance with all applicable Program guidelines and requirements. It is further understood by City that the County has full responsibility for monitoring and reporting to the Department of Housing and Urban Development on the use of any such program income and that in the event of close-out, City's change of status or the discontinued use of Program funds for approved activities, any program income that is on hand or received subsequent to the close-out or change of status shall be paid to County.

SECTION V

The County and City have adopted and are enforcing a policy which prohibits the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdiction.

SECTION VI

The City agrees to notify the County on a timely basis of any modification or change in the use of any real property acquired with any federal funds from the Urban County Program from any fiscal year from that planned at the time of acquisition or improvement including disposition. The City agrees to reimburse the County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-federal funds) of property acquired or improved with federal funds from the Urban County Program that is sold or transferred for a use which does not qualify under the Program regulations of any program included in the Consolidated Plan Strategy. Provisions will be established by the County for treatment of this cooperation and/or subrecipient agreement between the County and City.

SECTION VII

All activities to be carried out with annual CDBG, HOME, and ESG funds and other Consolidated Plan Strategy Programs funds, should the Grant Application be approved, will be authorized out during Federal **Fiscal Years 2021, 2022, and 2023.**

SECTION VIII

Neither party to this Agreement may veto or in any way obstruct the implementation of the approved Consolidated Plan Strategy (CPS) or such other Community Development program activities eligible for assistance during the three years for which the County is seeking to qualify as an "Urban County" or for such additional time as may be required for the expenditure of funds granted to the County for such period. In addition, nothing contained in this Agreement shall deprive any municipality or other unit of government of any powers of zoning, development control, or other lawful authority, which it presently possesses.

SECTION IX

County or City may not sell, trade or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.

SECTION X

This agreement shall remain in full force and effect until all CPS Program funds including the CDBG, HOME Investment Partnership Act, ESG and program income with respect to the three year qualification period are expended and the funded activities completed and close-out by HUD, and the County and City may not terminate or withdraw from this agreement while the agreement remains in effect.

SECTION XI

Further, the City and County agree to enter into a legally binding subrecipient agreement for each fiscal year hereafter as long as they are participating in the Urban County Program that will subject the City to the same requirements applicable to subrecipients pursuant to 24 CFR 570.501(b) and 24 CFR 570.503. The subrecipient agreement shall remain in full force and effect until the C.D.B.G. , HOME Investment Partnership Act and E.S.G. funds and program income with respect to that program year are expended, funded activities completed, and the program year is "close-out" by the U.S. Department of Housing and Urban Development.

SECTION XII

Should the U.S. Department of Housing and Urban Development reject or refuse to accept this Agreement for any reason, the County may terminate this Agreement by giving written notice of same to the City. The County shall not be liable for any cause, action or damage arising from HUD's rejection of the application. Should the U.S. Department of Housing and Urban Development, for any reason terminate funding to the County during any time of the three-year period of qualification, the County shall not be held liable for any obligations or expenses incurred by the City.

SECTION XIII

This agreement contains the entire agreement among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this agreement not specifically set forth herein. This agreement may be modified or amended only by an agreement in writing executed by County and City and not otherwise.

SECTION XIV

It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

SECTION XV

The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

SECTION XVI

Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

SECTION XVI

The execution and performance of this Agreement by COUNTY and the CITY have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the COUNTY and the CITY in accordance with its terms.

IN WITNESS WHEREOF, this agreement has been executed in triplicate originals, each to have the force and effect of an original on the dates set forth herein below.

COUNTY OF HIDALGO

ATTESTED BY:

_____	_____	_____	_____
Arturo Guajardo, Jr., County Clerk	Date	Richard F. Cortez, County Judge	Date

CITY OF WESLACO

ATTESTED BY:

_____	_____	_____	_____
City Secretary	Date	Mayor David Suarez	Date

CERTIFICATE OF COUNTY LEGAL COUNSEL

I have examined the foregoing Agreement, and as legal counsel to the County named therein, I certify that the terms and provisions of the Agreement are fully authorized under the State and local laws and that the Agreement provides full legal authority for the County to undertake or assist in the undertaking of essential community development and housing assistance activities as authorized by Texas State statutes.

APPROVED AS TO FORM:
Hidalgo County District Attorney's Office

Date

BY: _____
Victor Garza, District Attorney
County of Hidalgo Commissioners' Court

APPROVED BY:
COMMISSIONERS' COURT
ON: _____



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3247	
From:			
Subject: Discussion and consideration on presentation of the financials for the General, Water/WasteWater and Solid Waste funds as of March 31, 2020 and authorize Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: The Finance department will commence presenting the financial for the General, Water/Wastewater and Solid Waste fund on a quarterly basis hereafter.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Vidal Roman		Created/Initiated	
Vidal Roman		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends acceptance of financials.			
Attachments, if any: C.O.W. FINANCIALS 3.31.20 -Mtg			
Responsibilities upon Approval:			

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
SOLID WASTE FUND
3/31/2020

REVENUES	Actual	Annual Budget
Intergovernmental Revenue	-	-
Charges for Services	2,511,796	5,427,800
Other Revenue	36,828	82,000
TOTAL REVENUES	2,548,624	5,509,800
 EXPENDITURES		
Emergency Management	-	-
Collection	1,512,253	3,260,140
Transfer Station/Recycling	38,999	94,508
Landfill	4,863	30,400
Brush Collection	305,186	650,000
Capital Outlay	-	-
Disaster	-	-
Debt Service	-	-
TOTAL EXPENDITURES	1,861,301	4,035,048
 EXCESS OF REVENUES OVER EXPENDITURES	687,323	1,474,752
OTHER FINANCING SOURCES (USES)		
Transfers In	-	-
Transfers (Out)	(281,250)	(1,125,000)
OTHER SOURCES (USES)	(281,250)	(1,125,000)
 NET CHANGE IN FUND EQUITY	406,073	349,752
 Fund Balance - October 1 (Beginning)	1,970,671	
 Fund Balance - March 31 (Ending)	2,376,744	
 Number of days in working capital	 38	



Standardized Agenda Request Form

Date of Meeting: April 21, 2020		Agenda Item No. (to be assigned by CSO): 2020-3193	
From:			
Subject: Discussion and consideration on amendments and extension of Disaster Declaration (COVID-19) and any reports related to such executive orders and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			