



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MAY 5, 2020**

NOTICE IS HEREBY GIVEN THAT the City Commission of the City of Weslaco, Texas will hold a Regular Meeting in the Legislative Chamber of City Hall, located at 255 South Kansas Avenue, on Tuesday, May 5, 2020 at 5:30 PM for the purpose of discussing the following items:

NOTE: If during the course of the meeting, any discussion of any item on the agenda should be held in executive or closed session, the Weslaco City Commission will convene in such executive or closed session whether or not such item is posted as an executive session item at any time during the meeting when authorized by the provisions of the Texas Open Meetings Act.

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. Registration for Public Comments must be submitted to the City Secretary before the City Commission meeting is called to order. As the Mayor calls upon those who submitted a registration form with the City Secretary, please step to the podium and state your name and address before beginning your presentation.

III. PUBLIC HEARING

IV. 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discussed separately unless requested by one commission member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 of the Minutes of the Regular Meeting on
 - 1.) Regular Meeting on March 03, 2020;
 - 2.) Regular Meeting of March 17, 2020; Record of Special Emergency Meeting of March 17, 2020;
 - 3.) Record of Special COVID-19 Meeting of April 09, 2020; and Regular Meeting of April 21, 2020. (Staffed by City Secretary Department.) Attachment.
- B. Approval to renew contract for Unleaded and Diesel Fuel with Meritum Energy Holdings LP, DBA Pico Propane & Fuels for an additional year and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment
- C. Approval to renew contract for Hot Mix, Cold Mix, Caliche, and Oil with Terra Firma Materials, CAPA Materials, Frontera Materials, and Asphalt Oil Express for one year and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment
- D. Approval to accept the Regional Solid Waste Grant Program Contract through Lower Rio Grande Valley Development Council in the amount of \$23,810.00 to purchase a truck for the City of Weslaco Recycling Program and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.) Attachment
- E. Approval on renewal of the Weslaco Mid Valley Airport Lease Agreement with Tenant Gloria Brady for Hangars E-8 and E-9 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2020-20 appointing a member to the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

VI. OLD BUSINESS

- A. 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. (This item was tabled on April 21; staffed by City Secretary Department.) Attachment

- B. 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. (This item was tabled on April 21; staffed by Finance Department.) Attachment
- C. 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; there was no action on this item on April 21, 2020.)

VII. NEW BUSINESS

- A. Discussion and consideration on Amendment No. 2 for Interlocal Cooperation Agreement Mile 10 Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment
- B. Discussion and consideration to review status report of FY 2019-2020 Street Improvement Project List and approval of any possible changes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment
- C. Discussion and approval to negotiate a contract with the lowest and most advantageous vendor to RFB #2019-20-01 Weslaco North Side Sports Complex and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment

VIII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

(c) It is a defense to prosecution under Subsection (a)(1) and an affirmative defense to a civil action under Subsection (a)(2) that:

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. 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.
- C. Pending Litigation - Annual Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Governor Code.
- D. Contract Negotiations - Discussion with the City Manager and City Attorney relating to the City's rights, duties, privileges, and obligations in connection to the Collective Bargaining Agreement with the Fire Union (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.
- E. 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.

IX. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

X. 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 1st day of May, 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 Office at (956) 968-3181, Ext. 1001 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3200	
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. Pastor Steven Parker from First Baptist Church will lead the invocation. C. Mayor will lead Pledge of Allegiance; Mayor Pro-Tem may lead Texas Flag. D. Mayoral Recognition. E. City Secretary will call roll. Four or more Commissioners present constitute a Quorum; otherwise, no action may be taken.			
Attachments, if any: 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: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3205	
From:			
Subject: Approval of the Minutes of the Regular Meeting on 1.) Regular Meeting on March 03, 2020; 2.) Regular Meeting of March 17, 2020; Record of Special Emergency Meeting of March 17, 2020; 3.) Record of Special COVID-19 Meeting of April 09, 2020; and Regular Meeting of April 21, 2020. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action for meetings held March 03, 2020, March 17, 2020, record of Special Emergency Meeting on March 17, 2020 and Special COVID-19 Meeting of April 09, 2020 and regular meeting of April 21, 2020.			
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:			
Attachments, if any: 20-03-03 minutes, 20-03-17 Minutes, 20-03-17 Record of Special Emergency Meeting, 20-04-09 Record of Special COVID-19 Meeting, 20-04-21 minutes			
Responsibilities upon Approval:			



**MINUTES
REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, MARCH 3, 2020**

On Tuesday, March 3, 2020, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following members present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
ABSENT:	None.	
STAFF:	City Manager	Mike Perez
	Interim City Secretary	Norma A. Cantu
	City Attorney	Juan E. Gonzalez

Also present: Andrew Muñoz, Asst. City Manager/Airport Director, Vidal Roman, Finance Director, Jose Martin Vela, Information Technology Director; Joel Rivera, Police Chief, Tony Lopez, Fire Chief, Pete Garcia, Public Works Director; Arnold Becho, Library Director; Rebekah de la Fuente, Director of Planning Department, Joe Pedraza, Asst. Director of Planning and Code Enforcement, Veronica Ramirez, HR Director, Rosa Huerta, Court Coordinator, George Quilantan, Inframark, Molly Vallejo and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, February 28, 2020.

B. Invocation.

Pastor Bacilio Castillo, Pave the Way Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

Mayor recognized Frost Bank who donated a painting that was made by Dan Dunn for the bank's 150th Celebration in 2018.

Mayor also recognized Arnold Becho for being selected this year's winner in the Public Librarian Category of the Literacy Excellence Award for Librarians.

E. ROLL CALL

Norma A. Cantu, Interim City Secretary, called the roll noting a quorum present.

II. PUBLIC COMMENTS

Sheila Shidler and Mark McCaleb presented items that will be placed in the Time Capsule which will be opened in 2044. The Time Capsule will be on display at the Weslaco Museum.

Edward Mejia voiced his concerns on item 4A Parks board appointment.

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.

Approval on second and final reading of the following:

A. Authorization to purchase a license plate reader, speed radar reader and message board trailer from Millennium Products Inc. through a GSA Contract Q2020-157 in the amount of \$49,120 using OPSG Grant (#3173404) with **NO MATCH REQUIRED** funding and approve a budget amendment and authorize the Mayor to execute any related documents. (Staffed by Police Department).

B. Authorization for application to COPS Preparing for Active Shooter Situations (PASS) Program Grant in the amount of \$120,000 with **NO MATCH REQUIREMENT** to fund scenario-based training that prepares first responders to safely and effectively handle active-shooter and other violent threat situations and purchase necessary equipment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

C. Authorization to accept Office of Justice Programs Grant Award 2020-RZ-BX-0018 in the amount of \$149,890 with **NO MATCH REQUIRED** to purchase one (1) ALPR Radar Trailer and seven (7) ALPR Mobile Systems and approve a budget amendment and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approval of Interlocal Agreement with the City of Weslaco and City of Progreso for Regional Communications Center and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

E. Approval of Interlocal Agreement with the City of Weslaco and City of Progreso for New World Tyler Technologies Software Agreement and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

Commissioner Muñoz, seconded by Commissioner Rodriguez, moved to approve consent agenda items A through E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

IV. APPOINTMENTS

A. Discussion and consideration to accept the resignation of Joe Vidales from the Parks and Recreation Board and approve Resolution 2020-18 appointing a member to an unexpired term through August 01, 2020 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.)

Commissioner Kerr asked a question on clarification of current board member Johnny Cavazos and an applicant with similar name of Juan Cavazos. The Mayor proposed to accept the resignation of Joe Vidales and table the appointment until the next meeting.

Commissioner Muñoz, seconded by Commissioner Rodriguez moved to accept the resignation of Joe Vidales and table appointment of board member.

V. NEW BUSINESS

A. Discussion and consideration to adopt Ordinance 2020-03 renaming Tanglewood South Drive recorded as part of Westgate Wood Subdivision Unit 2 to Meadow Wood South Drive and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-03. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah de la Fuente, Planning Director reported that 911 has been working in the city verifying home addresses are properly addressed. Therefore, when Westgate Wood subdivision was recorded in 1993, the street was named Tanglewood South. However, the residents that front that street are referred to as Meadow Wood South Drive. Staff recommendation is to change the name to Meadow Wood South Drive to comply with 911 address requirements.

Commissioner Rodriguez, seconded by Commissioner Muñoz moved to approve Ordinance 2020-03 renaming Tanglewood South Drive recorded as part of Westgate Wood Subdivision Unit 2 to Meadow Wood South Drive as presented. The motion carried unanimously; Mayor Suarez was present and voting

B. Discussion and consideration to adopt Ordinance 2020-04 renaming Paseo del Norte Avenue to Dolores Huerta Avenue and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-04. Possible action. (Staffed by Planning & Code Enforcement Department.)

Rebekah de la Fuente, Planning Director reported on another address discrepancy on Dolores Huerta which was not adopted properly. Staff recommendation is to officially name the street

Paseo del Norte with parenthesis the name of Dolores Huerta. This will meet 911 address requirements.

Commissioner Rodriguez, seconded by Mayor Pro Tem Lopez moved to approve Ordinance 2020-04 renaming Paseo del Norte Avenue to Dolores Huerta Avenue as presented. The motion carried unanimously; Mayor Suarez was present and voting

C. Discussion and consideration to approve Ordinance 2020-05 amending the Master Fee Schedule Ordinance 2019-41 Sect. Planning & Zoning Residential Construction Fees and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-05. Possible action. (Staffed by Planning and Code Enforcement Department.)

Joe Pedraza, Asst. Planning and Code Enforcement Director reported on amending the master fee schedule to reflect the new statutory requirement for construction building fees and to be in line with other cities. Comparison of fees was done with other cities such as Harlingen, Brownsville and Edinburg.

Commissioner Muñoz disagreed with fees; Mayor suggested that fees not be higher than other surrounding cities. Joe Pedraza reiterated that the proposed fees will be lower than the current fees.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to approve Ordinance 2020-05 amending the Master Fee Schedule Ordinance 2019-41, Sect. Planning & Zoning Residential Construction Fees as presented. The motion carried unanimously; Mayor Suarez was present and voting

D. Discussion and consideration to declare city soil inventory from Regional Detention Facilities as surplus and authorize disposal of such items and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Pete Garcia, Public Works Director reported on disposal of excess dirt/soil at the two RDF's on FM 88 and south of Cemetery as surplus.

Commissioner Muñoz, seconded by Commissioner Lopez moved to approve city soil inventory from Regional Detention Facilities as surplus as presented. The motion carried unanimously; Mayor Suarez was present and voting

E. Discussion and consideration to select consultants for Construction Materials Testing Rotation List and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana, City Engineer stated he received seven (7) RFQ responses for Material Testing. He selected the top three (3) firms (MEG, B2Z & PSI) for materials testing. Albert will be working with the selected firms to discuss their scope and expectation; standardize and be consistent on the pricing fees.

Commissioner Pedraza, seconded by Commissioner Muñoz moved to approve consultants for Construction Materials Testing Rotation List as presented. The motion carried unanimously; Mayor Suarez was present and voting

F. Accept resignation letter from City Secretary Myra L. Ayala. Possible Action. (Staffed by City Secretary Department.)

Commissioner Kerr, seconded by Commissioner Pedraza moved to accept resignation letter from City Secretary Myra L. Ayala as presented. The motion carried unanimously; Mayor Suarez was present and voting

G. Discussion and consideration and approval of Allowance Expenditure No. 4 regarding the North Side Fire Station Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Mr. Perez requested this item be tabled until the next meeting.

Commissioner Kerr, seconded by Commissioner Pedraza motioned to table the Allowance Expenditure No. 4 regarding the North Side Fire Station Project as presented. The motion carried unanimously; Mayor Suarez was present and voting

H. Discussion and consideration to purchase three (3) pick-up trucks for water & wastewater operations in care of Inframark, utilizing Buyboard vendor Caldwell Country Chevrolet Contract No.: 601-19 in the amount of \$63,010.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman stated that three (3) pick-up trucks will be purchased for Inframark as specified in the contract to replace old worn out vehicles.

Commissioner Muñoz, seconded by Commissioner Pedraza moved to approve the purchase of three (3) pick-up trucks for water and wastewater operations in care of Inframark, utilizing Buyboard vendor Caldwell Country Chevrolet Contract No.: 601-19 in the amount of \$63,010.00 as presented. The motion carried unanimously; Mayor Suarez was present and voting

VI. REPORTS

No reports until next the meeting.

A. Report by Parks & Recreation

VII. EXECUTIVE SESSION

At 6:16 p.m. Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:12 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No Action.

B. Real Property– Consultation with City Attorney on the acquisition of real property legally described as Lot 16, Block 2, La Paloma De La Sombras Subdivision for the Pleasantview drainage improvements project as authorized by section §551.072 of the Texas Government Code.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to authorize City Manager to purchase easement as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.

No action.

D. 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.

No action.

E. Real Property - Consultation with City Attorney on the sale, exchange, lease or value of real property located at Bridge Avenue and Highway Business 83 as authorized by section §551.072 of the Texas Government Code.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to authorize land swap as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

F. Personnel - Discussion regarding duties & responsibilities, and possible action on appointment of interim City Secretary as authorized by section §551.074 of the Texas Government Code.

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to appoint Norma A. Cantu as Interim City Secretary as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

G. Legal Consultation - Consultation with City Attorney regarding contract negotiations for the Police and Fire Department Project as authorized by section §551.071 of the Texas Government Code.

Mayor Pro Tem Lopez, seconded by Commissioner Pedraza, moved to begin designing the Police and Fire Department Project simultaneously as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

H. Personnel - Discussion regarding evaluation of Fire Chief as authorized by section §551.071 of the Texas Government Code.

Commissioner Muñoz, seconded by Commissioner Rodriguez, moved to authorize City Manager and City Attorney to respond to complaints as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Kerr, seconded by Mayor Pro Tem, Lopez moved to adjourn the March 3, 2020 meeting at 7:14 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, INTERIM CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza



**MINUTES OF A REGULAR MEETING OF
THE WESLACO CITY COMMISSION
TUESDAY, MARCH 17, 2020**

On Tuesday, March 17, 2020, at 5:37 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue with the following member's present:

PRESENT:	Mayor	David Suarez
	Mayor Pro-Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias

ABSENT: None.

City Manager	Mike R. Perez
Interim City Secretary	Norma A. Cantu
City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Assistant City Manager/Aviation Director, Vidal Roman, Finance Director, Martin Vela, Information Technology Director; Albert Aldana, City Engineer, Joe Pedraza, Asst. Planning and Code Enforcement Director; Joel Rivera, Police Chief, Antonio Lopez, Fire Chief, Veronica Ramirez, HR Director; Pete Garcia, Public Works Director; Olga Garza, Asst. Public Works Director, Martin Mata, Asst. Library Director; Molly Vallejo and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor David Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, March 13, 2020.

B. Invocation.

Pastor David McCain, First Presbyterian Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

There were no Recognitions.

E. Roll Call.

Norma A Cantu, Interim City Secretary, called the roll, noting at the time of roll call the absence of Commission Greg Kerr and a quorum present.

Let the record show Commissioner Kerr arrived at 5:43pm.

II. PUBLIC COMMENTS

Sandra Reyna voiced her concerns on the lack of maintenance at Cavazos Park. She shared some photos of the vandalism of the playgrounds, leaky water fountain and weedy areas.

III. PUBLIC HEARING

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to open the public hearing at 5:45 pm. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input 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, and Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district.

No comments received.

IV. 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 2020-03 renaming Tanglewood South Drive recorded as part of Westgate Wood Subdivision Unit 2 to Meadow Wood South Drive and authorize the Mayor to execute any related documents. (First reading held March 3, 2020; staffed by Planning and Code Enforcement Department.)

2) Approval on Ordinance 2020-04 renaming Paseo del Norte Avenue to Dolores Huerta Avenue and authorize the Mayor to execute any related documents. (First reading held

March 3, 2020; staffed by Planning & Code Enforcement Department.)

3) Approval on Ordinance 2020-05 amending the Master Fee Schedule Ordinance 2019-41 Sect. Planning & Zoning Residential Construction Fees and authorize the Mayor to execute any related documents. (First reading held March 3, 2020; staffed by Planning and Code Enforcement Department.)

B. Acceptance to continue with the Memorandum of Understanding between the United States Marshal Service Task Force and Weslaco Police Department and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

C. Acceptance of the 2019 Racial Profiling Report compiled by the Weslaco Police Department (WPD) as required by the Texas Code of Criminal Procedures Article 2.132 and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Approval on renewal of the Affiliation Agreement for Clinical Experience with the City of Weslaco Fire/EMS and Texas State Technical College-Harlingen and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)

E. Approval to solicit competitive sealed bids for the construction of the North Side Sports Complex located at 320 East Mile 11 Road (RFB No.: 2019-20-01) and authorize the Mayor to execute any related documents. (Staffed by Airport.)

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve consent agenda items A through E as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. APPOINTMENTS

A. Discussion and consideration to approve Resolution 2020-18 appointing one (1) member to the Parks and Recreation Board to an unexpired term through August 01, 2020 and authorize the Mayor to execute any related documents. Possible action. (This item was tabled March 3, 2020; staffed by Parks and Recreation Department.)

Commissioner Kerr, seconded by Commissioner Pedraza motioned to remove this item from the table.

Commissioner Pedraza, seconded by Commissioner Kerr, moved to approve Resolution 2020-18 appointing Alejandro Livas to an unexpired term through August 1, 2020 to the Parks & Recreation Board. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve Resolution 2020-19 appointing members to the Weslaco Recycling Task Force and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Pete Garcia, Public Works Director reported the Weslaco Recycling Task Force board member terms have expired at the same time. All members are interested in being reappointed with the exception of Manuel Ramos creating one vacant position. The board recommends appointing Lainey Garcia for the vacancy.

Commissioner Pedraza, seconded by Commissioner Muñoz, moved to approve Resolution 2020-19 re-appointing members (Gail Weigel Ortiz, Ignacio H. Cavazos, Maria L. Gonzalez and Jim Chapman) and fill the vacancy with Lainey Garcia to the Weslaco Recycling Task Force. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration on Resolution 2020-20 appointing one (1) board member to the Ambulance Advisory Board and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Mayor Pro Tem Lopez, seconded by Commissioner Kerr, moved to approve Resolution 2019-20 re-appointing Patrick Gonzalez to the Ambulance Advisory Board. The motion carried unanimously; Mayor Suarez was present and voting.

VI. OLD BUSINESS

A. Discussion and consideration and approval of Allowance Expenditure No. 4 regarding the North Side Fire Station Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Andrew Muñoz introduced Eli Alvarado who gave an update on the contingency items that included ground lighting for the flagpole, and landscaping/irrigation which resulted in credits and proposed expenditures. The Owner contingency allowance is \$50,000 and the total decrease allowance is \$45,802.00 which leaves the remaining balance of \$1,651.00. Project is 98% complete.

Commissioner Kerr, seconded by Commissioner Pedraza moved to approve Allowance Expenditure No. 4 regarding the North Side Fire Station Project. The motion carried unanimously; Mayor Suarez was present and voting

VII. NEW BUSINESS

A. Discussion to accept and file the City of Weslaco's Comprehensive Annual Financial Report (CAFR) for fiscal year ending September 30, 2019 as presented by Carr, Riggs & Ingram, LLC and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director stated the Comprehensive Annual Financial Report ending September 30, 2019 was completed by Carr, Riggs & Ingram.

Quentin Anderson reviewed the comprehensive report along with the transmittal letter profiling the financial position, noting the Certificate of Achievement for Excellence in Financial Reporting recognition received. He summarized assets and liabilities of the governmental funds, with a net

position of \$26,282,194 representing 23.5% of the annual operations which exceeds internal policies. Following an overview of debt, he summarized recommendations as follows: Emergency Medical Service Billing and reconciliation process, budgetary process and expenditures in excess of appropriations and Solid Waste Management expenditure controls. Overall the City is in good financial position.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to accept and file the City of Weslaco's Comprehensive Annual Financial Report (CAFR) for fiscal year ending September 30, 2019 as presented by Carr, Riggs, & Ingram, LLC. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to approve 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 of Ordinance of 2020-06. Possible action. (Staffed by Finance Department.)

Vidal Roman is requesting approval of a budget amendment of \$63,010.00 for the purchase of three (3) trucks for Inframark. The vehicles were previously approved by City Commission on March 3, 2020.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to approve Ordinance 2020-06 amending the City of Weslaco's budget for the Water and Sewer Capital Projects Fund in the amount of \$63,010.00 for capital outlay acquisition. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Texas Regional Bank to approve Ordinance 2020-07 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 of Ordinance 2020-07. Possible action. (Staffed by Planning and Code Enforcement Department.)

Joe Pedraza, Asst. Planning & Code Enforcement Director reported the applicant is requesting to rezone 1325 Dolores Huerta; nine (9) property owners were notified and no opposition was met. Planning & Zoning Board approved item on March 4, 2020 for an event center.

Mayor Pro Tem Munoz, seconded Commissioner Pedraza moved to approve Ordinance 2020-07 to rezone 1325 Dolores Huerta being 4.50 Acres Gross of W650.3'- S422.39' of Farm Tract 31 West Tract Subdivision. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to adopt 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 of Ordinance 2020-08. Possible Action. (Staffed by Planning & Code Enforcement Department.)

Joe Pedraza stated city has seen a growing trend for 30' curb cuts for residences with u-shaped driveways and three (3) car garages but the current ordinance does not properly accommodate for appropriately sized curb cuts/entry ways. The Planning & Zoning Commission recommended approval of the proposed ordinance amendment on March 4, 2020. The Planning & Zoning Commission also requested that the section of the ordinance regulating shared access driveways on major thoroughfares be amended. The proposed changes to that section of the ordinance will be presented at a later date

Commissioner Muñoz asked for clarification of proposed Access Management Policy. Staff recommends approval of 30" curb cuts.

Commissioner Pedraza, seconded by Commissioner Kerr moved to adopt Ordinance 2020-08 amending Ordinance 2007-54 being Access Management Policy Ordinance to allow for 30' curb cuts for residences with u-shaped driveways and three (3) car garages. The motion carried unanimously; Mayor Suarez was present and voting.

E. 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. (Staffed by Planning and Code Enforcement Department.)

Commissioner Kerr abstained from vote and discussion of this item.

Joe Pedraza reported that Weslaco Plaza was approved by City Commission on September 2018. 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. The design and construction of Dragonfly Avenue was approved by engineering during the pre-construction phase of this development.

Anthony Covacevich is opposing the development of the half street. His concerns are as follows: 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.

Mr. Covacevich stated the developer had talked to him about an offer for his property, but the proposal was not submitted in writing.

Mario Reyna, Designer Engineer with Melden & Hunt stated he had worked with the previous City Engineer Mardoqueo Hinojosa and went through the subdivision process and followed all City guidelines for this development. Mr. Reyna would like to clear any loose ends so the street can be open to traffic and work with the landowner to suffice any concerns.

After further discussion, the Mayor recommended to table the item until the next meeting requesting the City Manager send a letter to Mr. Covacevich.

Commissioner Muñoz, seconded by Commissioner Farias motioned to table the item.

F. Discussion and consideration for the Final Plat for Highland Manor Subdivision – being 8.25 acres out of Farm Tract 238, West & Adams Tract Subdivision, Weslaco, Hidalgo County, Texas, approximately on the Northwest corner of Mile 11 North and Mile 5 ½ West and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Joe Pedraza stated the proposed eleven (11) lot subdivision outside the City limits are being serviced with water by NAWSC 6” waterline and sewer by OSSF. The property is within a flood zone and developer is asking for a variance to permit OSSF an off-site drainage. Staff recommends approval of final plat and compliance with ordinance for variance request.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to approve the Final Plat for Highland Manor Subdivision being 8.25 acres out of Farm Tract 238, West & Adams Tract Subdivision, Weslaco approximately on the Northwest corner of Mile 11 North and Mile 5 ½ West. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and re-consideration of the Final Plat for San Jacinto Estates No10. Phase II Subdivision – being 13.49-acre tract of land out of Farm Tract 94, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately on the Northwest corner of Mile 10 North Road and Mile 4 West Road and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Joe Pedraza stated the developer is requesting a variance for setbacks for lots located within the cul-de-sac to permit a 15’ front setback and 10’ rear setback. The City ordinance requires a 20’ front setback with a cul-de-sac and 20% of the lot depth with a maximum of 24’ for a rear setback. Staff is recommending approval.

Commissioner Muñoz, seconded by Commissioner Farias moved to approve the Final Plat for San Jacinto Estates No. 10 Phase II Subdivision being 13.49-acre tract of land out of Farm Tract 94, West & Adams Tract Subdivision approximately on the Northwest corner of Mile 10 North Road and Mile 4 West Road. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration on COPS School Violence Prevention Program (SVPP) grant in the amount of \$500,000 with a **25% MATCH REQUIREMENT** to fund improvements to security at schools and on school grounds and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Commissioner Kerr abstained from vote and discussion of this item.

Police Chief Joel Rivera stated this grant (COPS School Violence Prevention Program) will fund improvements/purchase of communication for security at schools and on school grounds.

Commissioner Pedraza seconded by Mayor Pro Tem Lopez moved to approve the COPS School Violence Prevention Program (SVPP) grant in the amount of \$500,000 with a 25% Match requirement to fund improvements to security at schools and on school grounds. The motion carried; Commissioner Kerr abstained; Mayor Suarez was present and voting.

I. Authorization to enter into an Asset Disposition Services Agreement with PropertyRoom.com and the City of Weslaco and authorize the Mayor to execute any related documents. Possible action. (Staffed by Police Department.)

Police Chief Joel Rivera is requesting to enter into an agreement with PropertyRoom.com for Asset Disposition Services. PropertyRoom.com involves surplus asset management, selling, auction, disposition and related services. Staff recommends approval. Contract can be cancelled at any time.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez moved to approve authorization to enter into an Asset Disposition Services Agreement with PropertyRoom.com. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration on final payment to RGV Industrial Machine Shop and Pumps in the amount of \$67,038.00 for their work on IBWC Levee Project and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

City Manager, Mike R. Perez stated this is the final payment of \$67,038.00 for work performed at the IBWC levee damaged by erosion created by the pumps.

Commissioner Munoz seconded by Commissioner Kerr moved to approve final payment to RGV Industrial Machine Shop and Pumps in the amount of \$67,038.00 for their work on IBWC Levee Project. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to authorize city staff to solicit competitive sealed bids or use a cooperative purchasing organization (i.e. Buy Board etc.) for the purchase of brush service equipment and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from vote and discussion and filed a conflict disclosure statement.

City Manager Mike Perez stated this item is to begin soliciting competitive bids for brush service equipment.

Olga Garza, Asst. Public Works Director is looking at the possibility of soliciting bids through cooperative purchase vendor. The breakdown cost of purchasing would be three (3) gravel brush trucks, one (1) John Deer tractor for brush in the alleys and a crew cab half ton diesel truck for a supervisor and miscellaneous item in the amount of \$711,000.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to approve authorizing city staff to solicit competitive sealed bids or use a cooperative purchasing organization (i.e. Buy

Board, etc.) for the purchase of brush service equipment. The motion carried; Commissioner Farias abstained; Mayor Suarez was present and voting.

VIII.

EXECUTIVE SESSION

At 6:53 p.m. Commissioner Munoz, seconded by Commissioner Pedraza moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:39 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

IX.

POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No Action.

B. Legal Consultation - Seek City Attorney opinion relating to the lawsuit with CDM as authorized by section §551.071 of the Texas Government Code.

Approved as discussed in Executive Session.

C. 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.

No Action.

D. Real Property – Consultation with City Attorney on the purchase, sale, exchange, lease or value of real property located at the Southeast corner of East Pike Boulevard and Vo-Tech Drive as authorized by section §551.072 of the Texas Government Code.

Approved as discussed in Executive Session.

E. Legal Consultation - Seek City Attorney opinion relating to Interlocal Agreement for Sale of Water to City of Donna as authorized by section §551.072 of the Texas Government Code.

Approved with changes as discussed in Executive Session.

X.

ADJOURNMENT

Commissioner Pedraza, second by Commissioner Kerr, moved to adjourn the meeting at 8:41 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

INTERIM CITY SECRETARY, Norma A Cantu

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza

COMMISSIONER, Adrian Farias



**RECORD OF WESLACO CITY COMMISSION
SPECIAL EMERGENCY MEETING
TUESDAY, MARCH 17, 2020**

On this 17th day of March 2020 at 8:45 p.m., the City Commission of the City of Weslaco, Texas convened in a Special Emergency Session at City Hall in the Legislative Chamber, located at 255 South Kansas Avenue.

Mayor Suarez called the meeting to order. The following city officials were present, a quorum was established, and the following proceedings were held.

Mayor	David Suarez
Mayor Pro-Tem	Letty Lopez
Commissioner	Leo Munoz
Commissioner	Greg Kerr
Commissioner	J.P. Rodriguez
Commissioner	Adrian Farias
Commissioner	Josh Pedraza
Interim City Secretary	Norma A. Cantu
City Attorney	Juan E. Gonzalez

I. EXECUTIVE SESSION

A. Disaster Declaration Extension - To discuss the extension of the disaster declaration issued by Mayor David Suarez for the City of Weslaco COVID-19 pandemic. Possible action of what is discussed in executive session.

Mayor David Suarez made a motion to call the special emergency meeting to discuss the Disaster Declaration Extension in open session.

Chief Lopez reported this is in response to the COVID-19 and in response with federal, state, county and local government all responding in unison to make sure we are prepared for any cases coming to our city and surrounding areas.

Chief Lopez asked for an extension of the initial Disaster Declaration of 7 days signed by the Mayor on March 17, 2020. This would give the city a total of 37 days in unison with State and County response. Currently there are no cases in the Rio Grande Valley or in Weslaco, but the city is being proactive and prepared in response to any incidents that may arise from COVID-19.

City Attorney stated under the statute of the Texas Government Code Section 410.108 it allows you to declare an emergency, however the statute limits it to 7 days. After the declaration of 7 days, it must be approved by the Mayor and City Commission at their next regularly scheduled meeting. The City Commission would review and determine if additional extension would need to be approved.

City Attorney Juan Gonzalez made a recommendation to City Commission to extend the Mayor's first declaration of 7 days to an additional 30 days for the COVID-19 Disaster.

Motion was made by Commissioner Greg Kerr and seconded by Commissioner Josh Pedraza to extend the Disaster Declaration. Motion carried unanimously.

Motion was made by Commissioner Josh Pedraza and seconded by Commissioner Greg Kerr to adjourn the Special Meeting. Motion carried unanimously.

There being no further business to discuss, Mayor Suarez adjourned the Special Emergency Meeting at 8:49 pm.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

INTERIM CITY SECRETARY, Norma A. Cantu

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

COMMISSIONER, Greg Kerr

COMMISSIONER, Jose "J.P." Rodriguez

COMMISSIONER, Josh Pedraza

COMMISSIONER, Adrian Farias



**RECORD OF A
SPECIAL MEETING
OF THE WESLACO CITY COMMISSION
THURSDAY, APRIL 9, 2020**

On Thursday, April 9, 2020, at 2:02 p.m. the City Commission of the City of Weslaco, Texas convened in a Special Meeting via videoconference with the following members present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Josh Pedraza
	Commissioner	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias

ABSENT: None.

STAFF:	City Manager	Mike Perez
	Interim City Secretary	Norma A. Cantu
	City Attorney	Juan E. Gonzalez

Also present: Andrew Muñoz, Asst. City Manager/Airport Director, Joel Rivera, Police Chief, Antonio Lopez, Fire Chief, Joe Pedraza, Asst. Director of Planning and Code Enforcement.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Monday, April 6, 2020.

II. ROLL CALL.

Norma A. Cantu, Interim City Secretary, called the roll noting a quorum present.

III. PUBLIC COMMENTS

Edward Mejia expressed his appreciation to the Mayor and City Administration for the City's efforts in coping with COVID-19 pandemic.

IV. EXECUTIVE SESSION

At 2:09 p.m. Mayor Pro Tem Lopez, seconded by Commissioner Pedraza, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 3:36 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

A. Seek City Attorney opinion relating to possible amendments and extension of disaster declaration (COVID-19) and amended executive orders.

City Attorney stated that an extension to the disaster declaration (COVID-19) will be in place for another 30 days until May 9, 2020.

Commissioner Pedraza, seconded by Commissioner Muñoz, moved to extend the disaster declaration (COVID-19) for another 30 days being May 9, 2020. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to adjourn the April 9, 2020 meeting at 3:38 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, INTERIM CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose "J.P." Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza



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

On Tuesday, April 21, 2020, at 5:30 p.m. the City Commission of the City of Weslaco, Texas convened in a Regular Meeting via videoconference with the following member's present:

PRESENT:

Mayor	David Suarez
Mayor Pro-Tem	Letty Lopez
Commissioner	Greg Kerr
Commissioner	Josh Pedraza
Commissioner	J.P. Rodriguez
Commissioner	Leo Muñoz
Commissioner	Adrian Farias

ABSENT:

None

City Manager	Mike R. Perez
Interim City Secretary	Norma A. Cantu
City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Assistant City Manager/Aviation Director, Vidal Roman, Finance Director, Martin Vela, Information Technology Director; Rebekah De La Fuente, Planning Director; and Molly Vallejo, Secretary.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, April 17, 2019.

B. Invocation.

Mayor Pro Tem Lopez led the invocation.

C. Pledge of Allegiance.

Mayor led the Pledge of Allegiance and Texas Flag.

D. Mayoral recognition.

None.

E. Roll Call.

Norma A. Cantu, Interim City Secretary, called the roll, noting the absence of Commissioner Kerr and a quorum present.

Let the record show Commissioner Kerr arrived at 5:57pm.

II. PUBLIC COMMENTS

Edward Mejia expressed his gratitude with the City's handling of the COVID-19 pandemic especially the Mayor and Chief Lopez and other key staff for all their excellent work.

Samuel Cavazos expressed his concerns of the City's participation with ICE immigration policies.

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.)

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.)

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.)

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.)

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.)

Commissioner Muñoz, seconded by Commissioner Rodriguez, moved to approve consent agenda items as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Kerr abstained from vote and discussion.

Commissioner Munoz, second by Mayor Pro Tem Lopez moved to remove item of the table.

After lengthy discussion in open session; agenda item was moved to executive session. Upon returning from Executive Session, the City Attorney stated to approve variance as discussed in executive session and authorize the City Manager and City Attorney to negotiate with Anthony Covacevich.

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.)

Martin Vela, I.T. Director stated the project is to improve the cyber security network project. Based on results of this assessment will prevent any suspicious behavior in the network.

Mayor Pro Tem Lopez, seconded by Commissioner Rodriguez moved to approve 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 as presented.

The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Norma Cantu, Interim City Secretary reported due to COVID-19 pandemic Governor Abbott issued an order to postpone the May 2, 2020 election until the next uniform election date. Yvonne Ramon of Hidalgo County Elections Department has offered to administer the City's Charter Amendment Special Election on August 25, 2020.

Mayor and City Commission ensued into discussion on the proposed election date versus the general election in November.

Mayor Pro Tem Lopez, seconded by Commissioner Farias moved to table for legal opinion by City Attorney. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

City Manager, Mike R. Perez reported on the no disconnect of water accounts for 60 days during COVID-19 pandemic. City is proposing to extend this policy until the pandemic declaration is removed. Vidal Roman, Finance Director will be sending out notification to citizens who have delinquent accounts to sign an agreement to repay their accounts.

Commissioner Kerr, seconded by Commissioner Rodriguez, moved to approve policy for no disconnect of water during this COVID-19 pandemic as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

George Quilantan reported on the faulty generator that needs repairs especially with hurricane season approaching. Staff recommends approval to solicit seal bids for repairs to the generator at the North Wastewater Treatment Plant.

Vidal Roman is considering a preventive maintenance for all generators throughout the City.

Mayor Pro Tem Lopez, seconded by Commissioner Rodriguez, moved to approve solicitation of seal bids for repairs to the generator for North Wastewater Treatment Plant (NWWTP) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Vidal Roman reviewed the quarterly investment reports for March 31, 2020 and December 31, 2019. He reported the City is doing well financially.

Commissioner Muñoz, seconded by Commissioner Rodriguez, moved to approve the Quarterly Investment Report for the period ending of March 31, 2020 and December 31, 2019 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Vidal Roman reported 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 the Cooperation Agreement to continue participation with the Hidalgo County Urban County Program.

After much discussion, City Commission recommended City Attorney review Section 13 of the agreement and make modifications to the language, should the city exceed the population threshold and be designated an entitlement city and agreed by both parties. The city has until the end of the month to address this concern.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to approve the Urban County Re-qualification Cooperation Agreement for Fiscal years 2021-2023 with modifications from City Attorney. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

This item was tabled until the next meeting to give City Commission time to review the financial documents.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to table the item. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

No action.

Mayor Pro Tem Lopez, seconded by Commissioner Muñoz, moved to take no action on amendments and extension of Disaster Declaration (COVID-19). The motion carried unanimously; Mayor Suarez was present and voting.

VI. EXECUTIVE SESSION

At 6:29 p.m. Commissioner Muñoz, seconded by Commissioner Farias moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:05 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

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

No Action.

B. Legal Consultation – 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.

No Action.

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.

No Action.

VII. ADJOURNMENT

Commissioner Pedraza, second by Commissioner Munoz, moved to adjourn the meeting at 7:06 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, INTERIM CITY SECRETARY

MAYOR PRO-TEM, Letty Lopez

COMMISSIONER, Leo Muñoz

COMMISSIONER, Jose “J.P.” Rodriguez

COMMISSIONER, Adrian Farias

COMMISSIONER, Greg Kerr

COMMISSIONER, Josh Pedraza



Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3249	
From:			
Subject: Approval to renew contract for Unleaded and Diesel Fuel with Meritum Energy Holdings LP, DBA Pico Propane & Fuels for an additional year and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: The city awarded RFB No. 2018-19-14 to Meritum Energy Holdings LP, DBA Pico Propane & Fuels as the most advantageous bidder on June 20, 2019, effective for one year with an option for an additional year renewal.			
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):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: FUEL BID TAB PICO BID, Pico Propane-Letter of Intent			
Responsibilities upon Approval:			



**CITY OF WESLACO
UNLEADED AND DIESEL FUEL
TABULATION
BID OPENING DATE: May 31, 2019 @ 3:00 p.m.
BID NO: 2018-19-14**



Company	# Gallons Estimated		Over Rack Charge	Delivery Charge	True Margin	Estimate Cost	Estimate Average	Rank
Pico Propane & Fuels								
Mr. Jim H. Elliff	100000	U	0.005	0	<u>0.0050</u>	500		
811 S. International Blvd.							750	1
Weslaco, TX 78596	50000	D	0.005	0	<u>0.0050</u>	250		
Phone: (956) 802-3572								
Oil Patch Fuel & Supply								
Ms. Gloria Grez	100000	U	0.0075	0	<u>0.0075</u>	750		
4004 N. Cdge Blvd.							995	2
Pharr, Tx 78577	50000	D	0.0049	0	<u>0.0049</u>	245		
(956)781-9047								
Gold Star Petroleum Inc.								
Mr. J.J. Rodriguez	100000	U	0.0097	0	<u>0.0097</u>	970		
P.O. Box 11151							1455	3
Spring, Tx 77391	50000	D	0.0097	0	<u>0.0097</u>	485		
Phone: (281) 379-5928								
Petroleum Traders Corp.								
Ms. Gayle Newton	100000	U	0.0192	0	<u>0.0192</u>	1920		
7120 Pointe Inverness Way							1690	4
Fort Wayne, IN 46804	50000	D	-0.0046	0	<u>-0.0046</u>	-230		
Phone: (888) 637-7661								
Pinnacle Petroleum								
Liz McKinley	100000	U	0.0284	0.0588	<u>0.0872</u>	8720		
16651 Gemini Lane							13080	5
Huntington Beach, CA 92647	50000	D	0.0284	0.0588	<u>0.0872</u>	4360		
Phone: (714) 841-8877								

Estimated annual usage all departments

Unleaded Fuel	100,000
Diesel Fuel	50,000

**CITY OF WESLACO
UNLEADED AND DIESEL FUEL
BID FORM**

The Pico Propane's Fuels (bidder), having read the instructions and specifications proposes to furnish the Service and Material for the full and firm price indicated below, in full compliance with the specifications.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids. Terms of delivery to be negotiated with successful bidder.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Respectfully submitted this 31st day of May, 2019.

# Gallon Estimate	Over Rack Charge	Delivery Charge
4,000 U/L	<u>0.0050</u>	<u>—</u>
2,000 Dsl	<u>0.0050</u>	<u>—</u>

Delivery charge based on delivery of approximate gallons:

Estimated annual usage all departments	
Unleaded Fuel	100,000 Gallons
Diesel Fuel	50,000 Gallons

This Bid must be signed by an authorized representative to become valid.

Delivery Date: _____

Company: Pico Propane's Fuels Address: 811 S. International

City: Weslaco State: TX Zip Code: 76596

E-Mail: jelliff@pico propane.com

Phone Number: 956-802-3572 Fax Number: 956-583-6626

Authorized Signature: [Signature] Title: Sales

Jim H. Elliff

Please print above signature



April 30, 2020

City of Weslaco / Finance Department

1912 Joe Stephens Ave.

Weslaco, Texas 78596

Attn. Homer Rhodes

Re: Fuels contract

Per our communications yesterday we would like to extend our agreement to provide fuels to the City for another year beyond the current agreement expiration of 6/18/2020.

All terms and pricing structure would remain the same.

We thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Elliff".

Jim Elliff

Pico Propane & Fuels



Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3250
From:		
Subject: Approval to renew contract for Hot Mix, Cold Mix, Caliche, and Oil with Terra Firma Materials, CAPA Materials, Frontera Materials, and Asphalt Oil Express for one year and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)		
Background: The city awarded RFB No. 2018-19-15 to Terra Firma Materials, CAPA Materials, Green Dream International, Frontera Materials, and Asphalt Oil Express for Street Materials as the most advantageous bidder on June 20, 2019, effective for one year with an option for an additional year renewal.		
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):		
Olga Garza	Created/Initiated	
Pete Garcia	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: STREET MATERIAL BID TAB LGC252.043		
Responsibilities upon Approval:		



CITY OF WESLACO
STREET MATERIAL - RFB NO.: 2018-19-15 TABULATION
Bid Opening held on: 5/31/2019 @ 3:00 PM

FRONTERA MATERIALS, INC.
 Barry M Ehlinger
 P.O. Box 1449
 Elsa, Texas 78543
 Phone No.: 956.607.5965
 barry@fmitex.com

CAPA / Upper Valley Materials
 Steve Boyd
 3609 W. Palma Vista Drive
 Palmview, Texas 78572
 Phone No.: 956.369.5250
 sboyd@capatexas.com

Green Dream International
 Varand Vartanian
 32 W. 8th St.
 Erie, PA 16501
 Phone No.: 814-616-7800
 info@gdicompany.com

Terra Firma Materials, LLC
 Samantha Gonzalez
 9312 E. Curve Rd.
 Edinburg, Texas 78542
 Phone No.: 956.348.8212
 estimating@terrafirmamaterials.com

Asphalt Oil Express
 Edwardo Garza
 P.O. Box 3217
 Edinburg, Texas
 Phone No.: 956.270.8929
 eg2377@yhoo.com

Item	Description	Estimated Qty	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Hot Mix - Tons Delivered	15,000	\$67.50	\$1,012,500.00	\$69.50	\$1,042,500.00	NO BID	NO BID	\$63.78	\$956,700.000	NO BID	NO BID
2	Hot Mix - Tons at Location	3,000	\$59.25 *	\$177,750.00	\$64.50	\$193,500.00	NO BID	NO BID	\$57.28	\$171,840.000	NO BID	NO BID
3	Cold Mix - Tons Delivered	700	\$93.50	\$65,450.00	\$90.00	\$63,000.00	NO BID	NO BID	\$95.95	\$67,165.000	NO BID	NO BID
4	Cold Mix - Tons at Location	700	\$83.00	\$58,100.00	\$85.00	\$59,500.00	NO BID	NO BID	\$89.45	\$62,615.000	NO BID	NO BID
5	Caliche - Tons Delivered	21,000	\$13.00	\$273,000.00	NO BID	NO BID	\$11.88	\$249,480.00	\$13.95	\$292,950.000	NO BID	NO BID
6	Caliche - Tons at Location	5,000	\$4.00	\$20,000.00	NO BID	NO BID	\$4.620	\$23,100.00	\$5.25	\$26,250.000	NO BID	NO BID
7	MC30 Oil - Gallon Delivered	20,000	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$7.45	\$149,000.000	\$5.75	\$115,000.00
8	MC30 Oil - Gallon at Location	20,000	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$6.24	\$124,800.000	\$5.25	\$105,000.00

FRONTERA

CAPA

Green Dream

Terra Firma

Asphalt Oil Express

Tabulation created by: Homer Rhodes

DATE: 6/5/2019

*** Item 2 Best value for municipality based on Texas Local Govt. Code 252.043

Texas Local Government Code - LOC GOV'T § 252.043. Award of Contract

Search Texas Statutes

Search by Keyword or Citation

Enter Keyword or Citation

 Search

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(a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

(b) In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

(b-1) In addition to the considerations provided by Subsection (b), a joint board described by [Section 22.074\(d\), Transportation Code](#), that awards contracts in the manner provided by this chapter may consider, in determining the best value for the board, the impact on the ability of the board to comply with laws, rules, and programs relating to contracting with small businesses, as defined by [13 C.F.R. Section 121.201](#).

(c) Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.



Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3256	
From:			
Subject: Approval to accept the Regional Solid Waste Grant Program Contract through Lower Rio Grande Valley Development Council in the amount of \$23,810.00 to purchase a truck for the City of Weslaco Recycling Program and authorize the Mayor to execute any related documents. (Staffed by Public Works Department.)			
Background: The City of Weslaco was awarded a grant through LRGVDC for the Regional Solid Waste Program. This grant will be used to purchase a regular V-8 Truck that will be utilized to transport cardboard from several Weslaco ISD campuses as stated on the grant application.			
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):			
Olga Garza		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: City of Weslaco Contract 20-21-03, R2020-03 Grant Application with LRGVDC - Regional Solid Waste Grants Program			
Responsibilities upon Approval:			



**Lower Rio Grande Valley Development Council
Inter-Local Contract
CONTRACT SIGNATURE PAGE**

Contract Name:	REGIONAL SOLID WASTE GRANTS PROGRAM	
Contract Number:	20-21-03	
Performing Party:	City of Weslaco	
Maximum LRGVDC Obligation: \$ 23,810.00	Effective Date: May 1, 2020	Expiration Date: May 31, 2021

The Lower Rio Grande Valley Development Council (LRGVDC), and the named Performing Party, a governmental body, agency, or political subdivision of: The United States, the State of Texas, or another State, enter this Agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the LRGVDC and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by LRGVDC, Performing Party will conduct Contract Activities as part of its own authorized governmental functions and LRGVDC will reimburse Allowable Cost subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

Parties to the Contract:	Lower Rio Grande Valley Development Council (LRGVDC)	City of Weslaco
By (Authorized Signature):		
Printed Name:	Kenneth N. Jones	Honorable David Suarez
Title:	Interim Executive Director	Mayor
Date of Signature:		
Contract Manager Name:	Blanca Davila	Mike Perez
Contact Numbers:	(956) 682-3841	(956) 968-3181
Finance Representative:	Crystal Balboa	Vidal Roman

Intergovernmental Cooperative Agreement
CONTRACT DOCUMENTS

The entire Contract between LRGVDC and Performing Party is composed of the Contract Documents listed on this page and marked by an "X." A listed document includes all amendments. The terms "Contract" and "Grant Agreement" include all the Contract Documents. In the event of a conflict of terms, the Contract Documents as amended control in the descending order of the list, subject to provisions in the Special Terms and Conditions, if any. All contract provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

X	Contract Signature Page
X	Contract Activities
X	Contract Reporting
X	Special Terms & Conditions
X	General Terms and Conditions
X	Project Representatives and Records Location
X	Attachment A – Performing Party Budget
X	Attachment B – Work Program & Tasks
X	Attachment C – Schedule of Mayor Deliverables

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL
Inter-Governmental Cooperative Agreement

CONTRACT ACTIVITIES

1. INTRODUCTION

The purpose of this Agreement is to define the scope of services for implementation of the Regional Solid Waste Management Plan (RSWMP) goals and objectives. It is understood the obligations identified within this document apply to each pass-through recipient as well as the PERFORMING PARTY.

2. DESCRIPTION OF ACTIVITIES

The PERFORMING PARTY agrees to follow Regional Solid Waste Grants Program Administrative Procedures identified in this Agreement and in the Work Program & Tasks, Attachment B, in performance of the deliverables identified within this Agreement.

I. QUALIFYING CONDITIONS

- 3. Eligibility.** Only those local and regional political subdivisions located within the State of Texas as set forth in this Article are eligible to receive funding from the PERFORMING PARTY for an implementation project. Federal entities are not eligible to receive funds under this Agreement. Eligible entities include the following:

- 3-1.** Cities.
- 3-2.** Counties.
- 3-3.** Public schools and school districts (do not include Universities or post secondary educational institutions).
- 3-4.** Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.
- 3-5.** Regional Planning Commissions, Regional Councils of Governments, Regional Area Councils, Regional Development Councils, or Regional Associations of Governments.

II. SPECIFICATIONS AND STANDARDS FOR PERFORMANCE

- 4. Contract Amendments:** This document may be changed by amendment as provided for in the General Terms and Conditions. PERFORMING PARTY must submit a formal budget amendment for budget changes that result in greater than 10% (ten percent) of the PERFORMING PARTY's fiscal year (FY) budget. PERFORMING PARTY has prior authorization to conduct budget category changes for less than 10% (ten percent) of the PERFORMING PARTY's FY budget. All budget category changes and/or amendments must be reflected in Request for Reimbursement Reports. PERFORMING PARTY shall ensure Budget forms (Attachment A) reflect all changes and amendments.
- 5. Contract Documents:** The working documents, presented in order of preference, are:
- 5.1.** This LRGVDC Grant Agreement.
 - 5.2.** Performing Party's Budget Form (Attachment A).
 - 5.3.** Work Program & Tasks - (Attachment B).
 - 5.4.** Schedule of Major Deliverables (Attachment C).

III. CONTRACT FUNDING

- 6. Budget Category Expense Standards and Adjustments.** The budget for this Agreement shall be derived from the PERFORMING PARTY's Application documents (Attachment B). Following review and approval by the LRGVDC, the budget and the completed Application forms submitted by the PERFORMING PARTY, and all approved amendments, shall be incorporated into this Agreement as updates to Attachment A. Budget amendments are necessary when budget category adjustments exceed 10% (ten percent) of the FY total budget, adjustments less than 10% (ten percent) shall be reported on Requests for Reimbursement. All negative budget categories should be adjusted prior to submitting the Request.
- 6-1.** The PERFORMING PARTY shall not incur expenses in excess of the budget category amounts shown in each fiscal year's budget column.
 - 6-2.** Amendments to the budget contained in Attachment A shall consist of a signed letter of request submitted by a PERFORMING PARTY representative with signatory authority, addressed to the LRGVDC Project Representative, with copy of an amended Budget Form and supporting reason(s) for the request.

- 7. Budget Category Expense Records and Documentation.** The PERFORMING PARTY shall maintain expenditure documentation to show the work was performed and that the expense was, in fact, incurred. Expense documentation should support reasonable expenditure necessary to this Agreement. Expense record documentation shall be conducted per the UGMS. Budget category expenses not addressed in the following will be administered per the General Terms and Conditions of this Agreement.
- 7-1. Supplies.** Expenses included under the Supplies expense category of the budget set forth in Attachment A, shall be for non-construction related costs for goods and materials having a unit acquisition cost of less than \$1,000, excluding shipping, handling, freight, tax, etc. Such expenditures shall generally relate to the routine purchase of office supplies (paper, pencils, and staplers) or other goods which are consumed by the PERFORMING PARTY in a relatively short period of time, in the regular performance of the general activities funded under this Agreement.
- 7-1-1.** Supplies expenditure documentation to be maintained by the PERFORMING PARTY includes receipts or purchase orders (if issued) or invoices marked paid, and canceled checks.
- 7-2. Equipment.** Expenses included under the Equipment expense category of the budget set forth in Attachment A, shall be for non-construction related, tangible, personal property having a unit acquisition cost of \$5,000, or more with an estimated useful life of over one year.
- 7-2-1.** PERFORMING PARTY must seek LRGVDC prior approval for purchase of additional equipment, and such equipment must be placed on the Authorized Equipment Expense list in Attachment A.
- 7-2-2.** Equipment expenditure documentation to be maintained by the PERFORMING PARTY includes receipts, purchase orders (if issued) or invoices marked paid and canceled checks.
- 7-3. Contractual.** Expenses included under the Contractual expense category of the budget set forth in Attachment A, shall be for costs for professional services or tasks provided by a firm or individual who is not employed by the performing party as set forth in the Article.
- 7-3-1.** No expenses included under the contractual expense category of the budget set forth in Attachment B shall be allowed under this Agreement unless the contractor and the contract amount are approved ahead of time by the LRGVDC and included on the list of authorized contractual expenses in Attachment A.
- 7-3-2.** The PERFORMING PARTY shall maintain evidence that the contract price is reasonable and necessary. As applicable under state law and regulations for the activity or service being contracted for, this evidence may take the form of bid tab sheets or other form of evaluation of competitive price offers or competitive proposals, and/or a cost analysis or price analysis under the UGMS.
- 7-3-3.** No expenses included under the contractual expenses category of the budget set forth in Attachment A shall be allowed under this Agreement unless such contract's scope of work has been approved ahead of time, in writing, by the LRGVDC.
- 7-3-4.** Any amendment to a PERFORMING PARTY subcontract authorized for reimbursement under this Agreement, whether or not such subcontract required LRGVDC pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, as set forth in this Agreement, must be approved in writing by the LRGVDC.
- 7-3-5.** All applicable laws and regulations concerning competitive bidding, competitive proposals, and contracting for services shall be followed.
- 7-4. Other Expenses.** All expenses under the "Other" expense categories of the budget set forth in Attachment A shall be in connection with the tasks and activities to be performed under this Agreement. Expenses not falling under the main expense categories may be included under the "Other" expense category if appropriate for the proposed project as set forth in this Article.
- 7-4-1.** No expenses under the "Other" expense category including computer hardware or software purchases not included under the Equipment expense category, e.g., controlled assets costing less than \$5,000, shall be eligible for reimbursement under this Agreement unless approved ahead of time by the LRGVDC and included on the list of authorized "Other" expenses in Attachment A. Subcategories of "Other" expenses for which prior authorization is not required, are set forth in this Article.
- 7-4-1-1.** Books and reference materials.
- 7-4-1-2.** Dues and membership fees for the PERFORMING PARTY's affiliation with organizations and associations which directly relate to the performance of activities under this Agreement (dues for individual employee affiliation to particular organizations or professional associations, unless listed in Attachment A to this Agreement, must be pre-approved individually, in writing, by the LRGVDC).
- 7-4-1-3.** Subscriptions, only inasmuch as they relate directly to the performance of activities under this Agreement.

- 7-4-1-4. Postage, telephone, FAX, and utilities expenses.
 - 7-4-1-5. Printing and reproduction expenses.
 - 7-4-1-6. Advertising and public notices.
 - 7-4-1-7. Repair and maintenance costs.
 - 7-4-1-8. Office furniture, not falling under the definition of equipment under this Article.
 - 7-4-1-9. Space and equipment rentals.
 - 7-4-1-10. Signs.
 - 7-4-1-11. Additional Other expenses listed in Attachment A to this Agreement.
 - 7-4-1-12. Creation/graphic design of brochures and pamphlets for education and outreach to promote reducing waste/recycle and responsible municipal solid waste management practices and planning.
- 7-4-2. The PERFORMING PARTY shall ensure that expenditures charged under the “Other” expense category are not also included within the expenses reimbursed through the Indirect Costs allocation, Central Services Cost allocation, or the Internal Services fund.
- 7-5. **Additional Expense Records.** If requested by the LRGVDC, the PERFORMING PARTY agrees to provide to the LRGVDC the additional expense records and documentation materials, appropriate for the expense, for the time period requested by the LRGVDC. The LRGVDC will provide reasonable time for the PERFORMING PARTY to comply with a request for additional records. The LRGVDC will allow the PERFORMING PARTY reasonable time to respond to any findings of noncompliance or other problems identified by the records review.
8. **REIMBURSEMENT PAYMENT METHOD.** The PERFORMING PARTY shall submit a Request for Reimbursement, which shall include attached legible copies of invoices issued by the subcontractor or vendor providing the products or services that substantiates the incurred expenditure amount. In addition, all requests for reimbursement of expenditures must be itemized and described in such a way that the acquired item can be readily matched to pre-acquisition approvals.
- 8-1. The PERFORMING PARTY must submit the Request for Reimbursement if costs have been incurred. They should be submitted with the required progress reports and results reports. However, LRGVDC is not liable for any costs incurred by the PERFORMING PARTY in the performance of this agreement, which have not been billed to LRGVDC within fifteen days following termination of this agreement.
 - 8-2. The LRGVDC reserves the right to suspend payment of funds awarded under this contract due to incomplete, incorrect, or inconsistent reports or tasks required under this contract until the PERFORMING PARTY satisfactorily completes, revises, or corrects such services or reports. The LRGVDC also reserves the right to require reimbursement of any overpayments determined as a result of any audit or inspection of records kept by the PERFORMING PARTY concerning the contract supported tasks to be performed.
 - 8-3. All expenditures under the equipment, construction, or contractual, budget categories must be approved in advance by the LRGVDC. Further, for any other category expenses not specifically spelled out in the contract, the PERFORMING PARTY shall obtain prior written approval from LRGVDC for that expense.
 - 8-4. If the PERFORMING PARTY does not have a current indirect cost rate approved in accordance with Uniform Grant and Contract Management Standards (UGCMS), the LRGVDC may negotiate a lump sum indirect cost charges that do not exceed the charges established using the Indirect Cost Consumption Table provided in the UGCMS.

IV. CONTRACT ACTIVITIES

- 9. The work identified herein is subject to the guidelines as directed in Attachment B, the Work Program and these guidelines may be updated and or amended throughout the timeline of this document as deemed necessary by the LRGVDC.
- 10. A project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. The PERFORMING PARTY agrees to perform the following activities as prescribed in this document and as outlined in Attachment B.

V. REPORTING REQUIREMENTS

11. Detailed records that are not required to be submitted with the reports referred to in this section must be kept at the designated location for records access.
- 11-1. The PERFORMING PARTY shall maintain and submit to LRGVDC mileage records on the use of the vehicle originally purchased for the program along with monthly Progress Report.
 - 11-2. The PERFORMING PARTY shall comply with any reasonable request by the LRGVDC for additional information on activities conducted in order for the LRGVDC to adequately monitor the PERFORMING PARTY's progress in completing the requirements of and adhering to the provisions of this contract.
 - 11-3. Payments (reimbursements) required under this contract may be withheld by the LRGVDC until such time as any past due progress reports are received.
 - 11-4. The PERFORMING PARTY's failure to comply with the requirements of this Article shall constitute a breach of this contract.
 - 11-5. The PERFORMING PARTY shall prepare and submit to the LRGVDC the Pass-Through Grant Progress and Results Report monthly, concerning performance under this contract documenting accomplishments and units of work performed under Attachment B: Work program of this agreement. The PERFORMING PARTY's progress reports contain descriptions of activities for the LRGVDC to ensure that the provisions of this contract are being complied with. The PERFORMING PARTY results report will include quantifiable measurements or reasonable estimations of the project outcomes.
 - 11-6. All progress and results reports shall be submitted within 10 days after the end of the month for the term of this contract so that LRGVDC may submit a consolidated report to TCEQ.
 - 11-7. The PERFORMING PARTY shall prepare and submit to the LRGVDC, the Pass-Through Grant Request for Reimbursement as necessary with appropriate supporting documentation.

VI. CLOSE-OUT PROGRESS AND RESULTS REPORT

12. The PERFORMING PARTY will submit a closeout progress and results report with the final requests for payment under this contract. The closeout report will include the cumulated information from previous progress and closeout reports. The closeout report must be submitted within 15 days of the ending date of this contract. The PERFORMING PARTY shall certify in writing to the LRGVDC, through the final progress report, the satisfactory completion of all activities and deliverables required under this contract.

VII. FOLLOW-UP SUMMARY RESULTS REPORT

13. The PERFORMING PARTY shall submit periodic follow-up summary results reports according to Attachment C: Schedule of Mayor Deliverables. The PERFORMING PARTY shall document the results of the grant-funded project and provide those results to the LRGVDC for use of evaluating program effectiveness and for providing regional results information to TCEQ. The results reporting documentation and reporting requirements shall specifically cover reporting on results during the term of the contract and continue to document, the results of the project activities for the life of the program or activity.

VIII. OTHER REPORTS

- 14-1. The PERFORMING PARTY shall provide LRGVDC with a reasonable number of photographs of the project activities for documentation purposes such as inclusion in a report to the State Legislature.
- 14-2. The PERFORMING PARTY shall occasionally present an oral report to the LRGVDC Solid Waste Advisory Committee during the committee's meetings regarding the status of the project implementation. LRGVDC will notify the PERFORMING PARTY one week in advance of such requests for oral reports. Note that the committee typically meets quarterly see Attachment C.

IX. SPECIAL TERMS AND CONDITIONS

15-1. Statutory Authority. Fiscal Year (FY) 2020-2021 Appropriations Bill (86th Legislature Regular Session) and Texas Health and Safety Code § 361.014(b).

15-2. Availability of Funds. The source of the funds provided by the TCEQ is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code § 361.013 and the Municipal Solid Waste Disposal Account, as listed in Texas Health and Safety Code § 361.014(d). The parties agree that TCEQ's obligations under this Contract are contingent upon the continued availability of sufficient funds in the Municipal Solid Waste Disposal Account. TCEQ may terminate this contract if funds become unavailable due to lack of fees collected, legislative changes, or demands upon the funds described above that are necessary to protect the health and safety of the public. The *Performing Party* shall place this notice in all subgrants and contracts.

15-3. *Performing Party* agrees to perform activities described in this Contract, which may be a modification of the proposal submitted to TCEQ.

15-4. Local and regional political subdivisions that are subject to the payment of state solid waste disposal fees and whose fee payments are in arrears, as determined by the TCEQ, are not eligible to receive subgrant or contract funding from the *Performing Party*. The *Performing Party* shall allow a potential subgrant or contract applicant that is listed as being in arrears in its fee payments the opportunity to provide documentation of payment of the fees owed the state. If the potential applicant provides the *Performing Party* with documentation of payment of the fees, such as a canceled check or receipt from the state, the *Performing Party* may consider that applicant to be eligible to receive subgrant or contract funding under this Contract.

15-5. The *Performing Party* is responsible for ensuring that subrecipients and contractors have all necessary permits, meet all other legal requirements to perform the activities, are qualified to perform the activities, and are not in arrears on any penalties owed to TCEQ.

15-6. Local and regional political subdivisions that are barred from participating in state contracts by the Texas Comptroller of Public Accounts (CPA) under the provisions of § 2155.077, Texas Government Code, and Title 34 Texas Administrative Code (TAC) § 20.585, CPA Regulations, are not eligible to receive subgrants or contracts from the *Performing Party*.

15-7. The activities funded under this Contract, both projects conducted by the *Performing Party* or as a part of a subgrant, shall be in accordance with all provisions of this Contract, all applicable federal, state and local laws, rules, regulations, and guidelines. The main governing requirements include, but are not limited to, the following standards.

15-5-1. §361, §363, and §364 of the Texas Health and Safety Code.

15-5-2. Title 30 TAC §330, Subchapter O, TCEQ Rules.

15-5-3. Title 30 TAC §14, TCEQ Rules.

15-5-4. The Uniform Grant and Contract Management Act, Texas Government Code, §§783.001 et seq., and the Uniform Grant Management Standards, 34 TAC §§20.456-20.467 and the Uniform Grant Management Standards issued by CPA and formerly by the Texas Office of the Governor (UGMS)

15-5-5. General Appropriations Act, 86th Legislature Regular Session, including Article IX, Part 4.

15-5-6. Chapter 391 of the Local Government Code and related rules.

X. GENERAL TERMS AND CONDITIONS

16. CONTRACT PERIOD

16-1. Contract Period. The Contract begins on the Effective Date and ends on the Expiration Date as provided on the Signature Page of this Contract (Contract Period). If no Effective Date is provided, the Effective Date of the Contract is the date of last signature. If no Expiration Date is provided, the Expiration Date is July 31 of the same Fiscal Year in which the Contract is signed.

16-2. Renewal and Extension Period. The Contract may be extended by notice of LRGVDC beyond expiration of a Contract Period for up to 90 (ninety) days (Extension Period) during which the parties may agree on a written amendment to extend the Contract for a longer period. Renewals and extensions do not extend any other deadlines or due dates other than the expiration of the Contract Period.

17. DEFINITIONS

- 17-1. "Include."** The word "include" and all forms such as "including" shall be construed to introduce a non-exhaustive list. The parties agree include is a term of enlargement and does not limit the scope of the preceding noun.

18. FUNDS

- 18-1. Availability of Funds.** This Contract and all claims, suits or obligations arising under or related to this Contract are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Contract or the respective claim, suit or obligation, as applicable.
- 18-1-1.** Performing Party will ensure that this clause concerning the availability of funds received indirectly by subcontractors through Performing Party is included in any subcontract it awards.
- 18-2. Amount Limits on Funds.** The maximum reimbursement is shown on the Contract Signature Page.
- 18-3. Grants.** If this agreement was entered under the LRGVDC authority to award grants, LRGVDC is providing financial assistance to the recipient to undertake its own project.

19. ALLOWABLE COSTS

- 19-1. Conforming Activities.** LRGVDC will reimburse the Performing Party for Allowable Costs incurred and paid by the Performing Party in performance of conforming Contract Activities. Allowable Costs are those costs for conforming Contract Activities that are reasonable, necessary, actual, and authorized by this Contract and a Notice to Proceed. Contract Activities must be authorized in writing to be eligible for reimbursement.
- 19-2. UGMS.** Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs.

20. REIMBURSEMENT

- 20-1. Contract for Reimbursement.** The Contract Documents describe the activities to be conducted by the Performing Party for reimbursement by LRGVDC.
- 20-2. Reimbursement Request Deadline.** Grant recipients have one year to expense project funds. If no funds are expended within the first six months, the Solid Waste Advisory Committee (SWAC) will convene to decide further action of the project. Funds will be de-obligated if 90% of funds are not expended within ten (10) months. Performing Party shall submit final requests for payment to LRGVDC prior to **May 31, 2021**.
- 20-3. Reimbursement Requests.** Performing Party shall invoice LRGVDC to request reimbursement for its Allowable Costs for performing the Contract Activities. Performing Party's invoice shall conform to LRGVDC's reimbursement requirements.
- 20-4. Supporting Records.** Upon request, Performing Party shall submit records and documentation to LRGVDC as appropriate for the review and approval of reimbursing costs. At a minimum, Performing Party shall submit supporting records with its invoices; LRGVDC may reject invoices without appropriate supporting documentation. LRGVDC has the right to request additional documentation. Performing Party shall maintain records subject to the terms of this Contract.
- 20-5. Conditional Payments.** Reimbursements are conditioned on the Contract Activities being performed in compliance with the Contract. Performing Party shall return payment to LRGVDC for either overpayment or activities undertaken that are not compliant with the Contract Activities. This does not limit or waive any other LRGVDC remedy.
- 20-6. Historically Underutilized Businesses.** Performing Party shall include, with its invoicing, reports on the use of Historically Underutilized Businesses.

21. AMENDMENTS

Changes to the Contract may only be made by a written amendment, signed and agreed to by the Parties.

22. CONTRACT INTERPRETATION

- 22-1. Interpretation of Time.** All days are calendar days, unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday, or a state or federal holiday, it is omitted from the computation.
- 22-2. State, Federal Law.** This Contract is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.
- 22-3. Severability.** If any provision of this Contract is held to be invalid, illegal or unenforceable, the remainder of the Contract shall be construed to conform to the intent of the parties.

23. PERFORMING PARTY'S RESPONSIBILITIES

- 23-1. Performing Party's Responsibility for the Contract Activities.** Performing Party undertakes performance of the Contract Activities as its own project and does not act in any capacity on behalf of the LRGVDC nor as a LRGVDC agent, employee or vendor of goods or services. Performing Party agrees that the Contract Activities are furnished and performed at Performing Party's sole risk as to the means, methods, design, processes, procedures and performance of the Contract Activities.
- 23-2. Independent Contractor.** Nothing in this agreement shall create an employee-employer relationship between Performing Party and LRGVDC. The parties agree that the Performing Party is an independent contractor.
- 23-3. Performing Party's Responsibility for Subcontractors.** All acts and omissions of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Contract Activities under a direct or indirect contract with Performing Party shall be considered to be the acts and omissions of Performing Party.
- 23-4. No Third-Party Beneficiary.** The LRGVDC does not assume any duty to exercise any of its rights and powers under the Contract for the benefit of third parties. Nothing in this Contract shall create a contractual relationship between LRGVDC and any of Performing Party's subcontractors, suppliers or other persons or organizations with a contractual relationship with the Performing Party.

24. PERFORMING PARTY PERFORMANCE EVALUATION

Performance evaluations are a part of the LRGVDC review performing party and may be a factor in the selection of future contracts. The LRGVDC may provide this information to state agencies and upon request, to others. Performing Party consents to the disclosure of any information or opinion in the evaluations.

25. CONFLICT OF INTEREST

The Performing Party shall timely notify the LRGVDC in writing of any actual, apparent, or potential conflict of interest regarding the Performing Party or any related entity or individual. No entity or individual with any actual, apparent, or potential conflict of interest shall take part in the performance of any portion of the Contract Activities, nor have access to information regarding any portion of the Contract Activities. Performing Party agrees that LRGVDC has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination for cause.

26. INTELLECTUAL PROPERTY

- 26-1. Third Party Intellectual Property.** Unless specifically waived, Performing Party must obtain all Intellectual Property licenses expressly required in the Contract Activities, or incident to the use or possession of the intellectual property. Performing Party shall obtain and furnish to LRGVDC: documentation on the use of such Intellectual Property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such Intellectual Property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such Intellectual Property for LRGVDC non-commercial purposes, and other purposes of the State of Texas.

- 26-2. Grant of License.** Performing Party grants to LRGVDC a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial LRGVDC purpose any preexisting intellectual property belonging to the Performing Party that is incorporated into the Contract Activities, intellectual property created under this Contract, and associated user documentation.

27. TIME DELAYS

- 27-1. Time is of the Essence.** Performing Party's timely performance is a material term of this Contract.
- 27-2. Delays.** Where Performing Party's performance is delayed, except by *Force Majeure* or act of the LRGVDC, LRGVDC may withhold or suspend reimbursement, terminate the Contract, or enforce any of its other rights.

28. TERMINATION

- 28-1. Termination for Cause.** LRGVDC may, upon 10 (ten) days written notice and the opportunity to cure, terminate this Contract for cause if Performing Party materially fails to comply with the Contract Documents including any one or more of the following acts or omissions: nonconforming Contract Activities, existence of a conflict of interest, failure to provide evidence of required insurance coverage and failure to comply with HUB requirements in law or this Contract. Termination for cause does not prejudice LRGVDC's other remedies authorized by this Contract or by law.
- 28-2. Termination for Convenience.** LRGVDC may, upon 10 (ten) days written notice, terminate this Contract for convenience. Termination shall not prejudice any other right or remedy of LRGVDC or the Performing Party. Performing Party may request reimbursement for: conforming Contract Activities and timely, reasonable costs directly attributable to termination. Performing Party shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.
- 28-3.** If, after termination for cause, it is determined that the Performing Party had not materially failed to comply with the Contract Documents, the termination shall be deemed to have been for the convenience of the LRGVDC.

29. INSURANCE AND INDEMNIFICATION

- 29-1. Insurance.** Unless prohibited by law, the Performing Party shall require its contractors and suppliers to obtain and maintain during the Contract Term adequate insurance coverage sufficient to protect the Performing Party and the LRGVDC from all claims and liability for injury to persons and for damage to property arising from the Contract, whether caused by the Performing Party or by the contractor(s) or by anyone directly or indirectly employed by either. Unless specifically waived by the LRGVDC, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.
- 29-2. Indemnification.** TO THE EXTENT AUTHORIZED BY LAW, THE PERFORMING PARTY SHALL REQUIRE ALL CONTRACTORS PERFORMING CONTRACT ACTIVITIES ON BEHALF OF PERFORMING PARTY TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE LRGVDC AND PERFORMING PARTY AND THEIR OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF THE CONTRACT ACTIVITIES BY THE PERFORMING PARTY OR ITS CONTRACTORS, SUPPLIERS AND AGENTS, INCLUDING THOSE ARISING FROM A DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THE DEFENSE OF THE LRGVDC SHALL BE SUBJECT TO THE AUTHORITY OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS TO REPRESENT THE LRGVDC. THIS COVENANT SURVIVES THE TERMINATION OF THE CONTRACT.

30. DISPUTES, CLAIMS, REMEDIES

- 30-1. Payment not a Release.** Neither payment by LRGVDC nor any other act or omission other than an explicit written release constitutes a release of Performing Party from liability under this Contract.
- 30-2. Schedule of Remedies available to the LRGVDC.** In accordance with §2261, Texas Government Code, the following Schedule of Remedies applies to this contract. In the event of Performing Party's nonconformance, LRGVDC may:
- 30-2.1.** Issue notice of nonconforming performance;
 - 30-2.2.** Reject nonconforming performance and request corrections without charge to the LRGVDC;
 - 30-2.3.** Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
 - 30-2.4.** Suspend all or part of the Contract Activities or payments, or both, pending accepted revision of the nonconformity;
 - 30-2.5.** Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
 - 30-2.6.** Terminate the contract without further obligation for pending or further payment by the LRGVDC and receive restitution of previous payments.
- 30-3. Opportunity to Cure.** The Performing Party will have reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.
- 30-4. Cumulative Remedies.** Remedies are cumulative: the exercise of any remedy under this Contract or applicable law does not preclude or limit the exercise of any other remedy available under this Contract or applicable law.

31. FINANCIAL RECORDS, ACCESS, AND AUDITS

- 31-1. Audit of Funds.** The Performing Party understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Party further agrees to fully cooperate with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Party shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 31-2. Financial Records.** Performing Party shall establish and maintain financial records including records of costs of the Contract Activities in accordance with generally accepted accounting principles. Upon request Performing Party shall submit records in support of reimbursement requests. Performing Party shall allow access during business hours to its financial records by LRGVDC and other state agencies for the purpose of inspection and audit. Records shall be maintained for a minimum of 3 (three) years beyond the expiration or earlier termination of this Contract, and 3 (three) years after the end of any litigation or claims process, including appeals.

32. INDIRECT COST RATE

- 32-1. Authority for Indirect Cost Rates.** The Performing Party shall comply with the UGMS relating to Indirect Cost Rates. In the event an audit changes the indirect cost rate, Performing Party agrees to waive additional indirect costs, or in the alternative, contribute the difference between the contract indirect rate and audited indirect rate.
- 32-2. Indirect Cost Rate of Contract Activities.** The cost of services provided to LRGVDC by another agency may include allowable direct costs of the service plus a pro rata share of indirect costs, if authorized by the budget. A standard indirect cost allowance equal to 10% (ten percent) of the direct salary and wage cost of the activity may be used in lieu of determining the actual indirect costs of the activity, if any indirect cost rate is approved.

33. SOVEREIGN IMMUNITY

The parties agree that this Contract does not waive any sovereign immunity to which either party is entitled by law.

34. MISCELLANEOUS

- 34-1. **Assignment.** No delegation of the obligations, rights, or interests in the Contract, and no assignment of payments by Performing Party will be binding on LRGVDC without its written consent, except as restricted by law. No assignment will release or discharge the Performing Party from any duty or responsibility under the Contract.
- 34-2. **Venue.** Performing Party agrees that the Contract is being performed or administered in Cameron, Hidalgo, and Willacy County Region. This provision does not waive sovereign immunity.
- 34-3. **Publication.** Performing Party agrees to notify LRGVDC 5 (five) days prior to the publication or advertisement of information related this Contract. Performing Party agrees not to use the LRGVDC logo or a LRGVDC graphic as an advertisement or endorsement without an agreement signed by the appropriate LRGVDC authority.
- 34-4. **Waiver.** With the exception of an express, written document signed with authority by LRGVDC, no act or omission will constitute a waiver or release of Performing Party's obligation to perform conforming Contract Activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion. The making of a payment does not constitute acceptance of the invoiced Contract Activities nor does it constitute a waiver of the LRGVDC's claims against the Performing Party or its sureties.
- 34-5. LRGVDC relies on Performing Party to perform all Contract Activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.
- 34-6. **Survival of Obligations.** Except where a different period is specified in this agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive for 4 (four) years beyond the termination or completion of the Agreement; or after the end of a proceeding which was brought under the contract or if LRGVDC has notified Performing Party of an on-going proceeding. A proceeding includes any litigation, legal proceeding, permit application, State Office of Administrative Hearings proceeding, or similar activity listed in a LRGVDC notice to the Performing Party.
- 34-7. **Release of Claims.** As a condition to final payment or settlement, or both, the Performing Party shall execute and deliver to the LRGVDC a release of all claims against the LRGVDC for payment under this contract.
- 34-8. **Legal Fees Prohibited.** This money shall be spent on administrative fees and projects as approved by LRGVDC. The funds under this Agreement may not be used for legal representation, or any other fees associated with hiring an attorney.

PROJECT REPRESENTATIVES/RECORDS LOCATION**ARTICLE 35.1 LRGVDC PROJECT REPRESENTATIVE**

The individual named below is the LRGVDC Project Representative, who is authorized to give and receive communications and directions on behalf of the LRGVDC. All communications including all payment requests must be addressed to the LRGVDC Project Representative or his or her designee.

Blanca Davila

Name

Director of Community & Economic Development

Title

Lower Rio Grande Valley Development Council

301 West Railroad

Weslaco, Texas 78596

Phone: (956) 682-3481 ext. 164

bdavila@lrgvdc.org

ARTICLE 35.2 PERFORMING PARTY PROJECT REPRESENTATIVE

The individual named below is the PERFORMING PARTY Project Representative, who is authorized to give and receive communications and directions on behalf of the PERFORMING PARTY. All communications to the PERFORMING PARTY will be addressed to the PERFORMING PARTY Project Representative or his or her designee.

For Financial Matters:

Vidal Roman

Name

Finance Director

Title

255 S. Kansas Avenue

Weslaco, TX 78596

Phone: (956) 968-3181

Email: vroman@weslacotx.gov

For Contractual Matters:

Honorable David Suarez

Name

Mayor

Title

255 S. Kansas Avenue

Weslaco, TX 78596

Phone: (956) 968-3181

Email: david.suarez@weslacotx.gov

ARTICLE 35.3 DESIGNATED LOCATION FOR RECORDS ACCESS AND REVIEW

The PERFORMING PARTY designates the physical location indicated below for record access and review pursuant to any applicable provision of this contract:

Olga Garza

Name

Assistant Public Works Director

Title

255 S. Kansas Avenue

Weslaco, Texas 78596

Phone: (956) 973-3146

Email: olga.garza@weslacotx.gov

PERFORMING PARTY BUDGET**Attachment A**

BUDGET CATEGORY	FUNDING AMOUNT
Supplies	\$ 0.00
Equipment 2020 Chevrolet 1500 Silverado Regular Cab V- 8 - vehicle will be utilized to transport cardboard from several Weslaco ISD campuses	\$ 23,810.00
Construction	\$ 0.00
Contractual	\$ 0.00
Other	\$ 0.00
Indirect Charges	\$ 0.00

TOTAL FUNDING \$ 23,810.00

WORK PROGRAM & TASKS

Attachment B:

GOAL: The Performing party City of Weslaco is implementing a pilot program by collaborating with the Weslaco Independent School District to assist in their cardboard recycling efforts by purchasing a new truck to collect cardboard.

Objective 1: The City of Weslaco will follow the City of Weslaco's Procurement Policy Procedures to purchase truck.

- 1) Task/Deliverable: The City of Weslaco will purchase a 2020 Chevrolet 1500 Silverado Regular Cab V- 8 \$23,810.00 that will be utilized to transport cardboard from several Weslaco ISD campuses. By implementing this program, the city expects to reduce waste at least by 20%. The equipment will be utilized 100% for Solid Waste activities during and after the contract period. The vehicle will be located at 1912 Joe Stephens Avenue Weslaco, Texas.
- 2) Task/Deliverable: The City of Weslaco will have staff available to commit to a schedule and pickup cardboard collected by the Weslaco ISD twice a week. In the summer City of Weslaco will continue to work with the three campuses during their summer school programs. The cardboard will be taken to Master Fibers in Pharr, Texas
- 3) Task/Deliverable: All equipment purchased will be placed in the City of Weslaco's inventory. All equipment purchased will be placed in the City of Weslaco's inventory. Equipment is to be labeled with TCEQ & LRGVDC logos.
- 4) Task/Deliverable: The City of Weslaco should provide the LRGVDC a copy of mileage records on the vehicle originally purchased for the program along with the progress report monthly.

Objective 2: **REPORT ON PROGRESS AND RESULTS OF PROGRAM**

- 1) Task/Deliverable: The Project Coordinator will measure and document monthly the following: amount (in pounds) of brush/yard waste, metal, cardboard, newspaper, other paper, and aluminum. The documented information should be included in the Pass-Through Grant Progress & Results Reports provided to you by the LRGVDC with supporting documentation. Please attach copies of the scale tickets of the market that collected your recyclables.

Completion Time Frame: Submit the Pass- Through Grant Progress & Results Reports monthly basis, on the 10 day of the month for the term of the contract so that the LRGVDC may submit a consolidated report to TCEQ.

Request for Reimbursement will be submitted in the Pass-Through Grant Request for Reimbursement forms when necessary with supporting documentation.

- 2) Task/Deliverable: The Project Coordinator will submit Follow-up Reports using the Pass-Through Grant Progress & Results Reports forms a year after contract ends.
- 3) Task/Deliverable: City of Weslaco will present an oral report to the LRGVDC SWAC Committee to inform them on the status of project.

Attachment C:**FY 2020/2021 Schedule of Major Deliverables for
Solid Waste Grants**

Deliverables	Due Date
1. Contract Term	May 1, 2020 - May 31, 2021
2. Solid Waste Advisory Committee	Meets quarterly, therefore you will be notified one week in advance to be present to give an oral report on project status.
3. Pass -Through Grant Progress & Results Reports Due Monthly Must be emailed to: bsalinas@lrgvdc.org	Due Monthly May 2020 – Due June 10, 2020 June 2020 – Due July 10, 2020 July 2020 – Due August 10, 2020 August 2020 – September 10, 2020 September 2020 – October 10, 2020 October 2020 – November 10, 2020 November 2020 – December 10, 2020 December 2020 – January 10, 2020 January 2020 – February 10, 2020 February 2020 – March 10, 2020 March 2020 – April 10, 2020 April 2020 – May 10, 2020 May 2020 – June 10, 2020
4. Pass – Through Grant Request for Reimbursements Report Due as Necessary Must be emailed to: bsalinas@lrgvdc.org	As Necessary Grant recipients have one year to expense project funds. If no funds are expended within the first six months, the Solid Waste Advisory Committee (SWAC) will convene to decide further action of the project. Funds will be de-obligated if 90% of funds are not expensed within ten (10) months. Performing Party shall submit <u>final</u> requests for payment to LRGVDC prior to May 31, 2021.
5. TCEQ Results & Follow up Results Must be emailed to: bsalinas@lrgvdc.org	Due Once a Year Results due to TCEQ – December 31, 2021 Follow up Results – October 15, 2022 *Ensure Project Coordinator maintains Progress & Reports after contract ends because TCEQ will ask for follow-up reports.

Lower Rio Grande Valley Development Council Program Contacts:

Blanca Davila – Director of Community & Economic Development (956) 682-3481 ext. 164 bdavila@lrgvdc.org
Brenda Salinas – (956) 682-3481 ext. 123 bsalinas@lrgvdc.org

RESOLUTION 2020-03

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WESLACO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING THE MAYOR TO ACT ON BEHALF OF THE CITY OF WESLACO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF WESLACO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, City of Weslaco in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW THEREFORE, BE IT RESOLVED by the City Commission that the City of Weslaco approves submission of the grant; and

BE IT FURTHER RESOLVED THAT:

1. David Suarez, Mayor, is authorized to request grant funding under the Lower Rio Grande Valley Development Council. Request for Applications of the Regional Solid Waste Grants Program and act on behalf of City of Weslaco in all matters related to the grant application and any subsequent grant contract and grant project that may result;

2. That if the project is funded, City of Weslaco will comply with the grant requirements of the Lower Rio Grande Valley Development Council, Texas Commission on Environmental Quality and the State of Texas;

3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant;

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

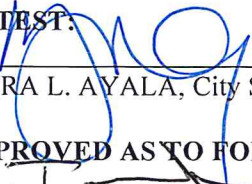
APPROVED AND ADOPTED by the City Commission of the City of Weslaco, Texas at a regular meeting held on the 4th day of February 2020.

CITY OF WESLACO



DAVID SUAREZ, Mayor

ATTEST:



MYRA L. AYALA, City Secretary

APPROVED AS TO FORM



JUAN E. GONZALEZ, City Attorney



Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3255	
From:			
Subject: Approval on renewal of the Weslaco Mid Valley Airport Lease Agreement with Tenant Gloria Brady for Hangars E-8 and E-9 and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: The lease agreements are renewals for Tenant Gloria Brady for city owned T-Hangars E8 and E9. The agreements are for two years at \$230 per month each. The agreement template meets FAA and TXDOT lease agreement requirements.			
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		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Gloria Brady - Hangar E-8, Gloria Brady - Hangar E-9, Certificate of Insurance			
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 Gloria Brady, 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 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-8 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension 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.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter



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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.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of **\$ 230.00**. The first month'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 due for the term of this contract plus any extensions thereto.
- B) All lease fees 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.
- 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 Hangar 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 Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- 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 Hangar, including the inside and the outside of the Hangar, 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 regards 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 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 he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- 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.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) 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 shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this 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 agreement in favor of such assignee.

Section 6. Termination

- A) This contract 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


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fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract 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 contract 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 Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract 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.
- C) This contract 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 resumé's or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract 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

- 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.
- 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.


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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 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.

- B) 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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- C) Notice to Lessee to be sent to:

Lessee Name: Gloria Brady
Address: 7501 S. 10th Street, McAllen TX 78503
PO Box 663, Hidalgo, TX 78557-0663

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- D) 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

- 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 therefrom. 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.


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- 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.
- 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) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. 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 at any time 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.

EXECUTED this _____ day of _____, 2020.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee



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“EXHIBIT A”

Hangar E-8



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 Gloria Brady, 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 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-9 more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.

Section 2. Term

- A) This lease shall be for the term of 2 years. Thereafter, this lease may be renewed for a subsequent two (2) year extension 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.
- B) **Surrender and Holding Over.** Upon the expiration or termination of this Lease, Lessee shall quit and surrender the Premises in good and serviceable condition, reasonable wear and tear excepted. Thereafter, the Lessor shall have the right to enter



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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.

Any Improvements erected or constructed on the Premises shall be permanently and inseparably attached to the Premises and shall not be removed without prior written approval of the Lessor.

Section 3. Consideration

- A) In consideration for the lease of the Hangars referenced herein Lessee hereby agrees to pay monthly the sum of \$ 230.00. The first month'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 due for the term of this contract plus any extensions thereto.
- B) All lease fees 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.
- 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 Hangar 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.


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- 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 Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- 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 Hangar, including the inside and the outside of the Hangar, 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 regards 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


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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 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 he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- 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.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) 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 shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this 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 agreement in favor of such assignee.

Section 6. Termination

- A) This contract 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


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fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract 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 contract 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 Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract 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.
- C) This contract 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 contract.
- D) At the termination of this contract 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


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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

- 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


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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.
- 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.


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

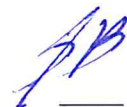
All notices between the Lessor and Lessee shall be sent to the following addresses for Lessor in paragraph B and for Lessee in paragraph C. All notices shall be sent regular mail and certified mail return receipt requested. No other form of payment or notice will be accepted. Notice by email is not accepted.

- B) 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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- C) Notice to Lessee to be sent to:

Lessee Name: Gloria Brady
Address: 7501 S. 10th Street, McAllen TX 78503
PO Box 663, Hidalgo, TX 78557-0663



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- D) 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

- 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 therefrom. 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.


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- 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.
- 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) Lessee is not authorized to install or operate any signage outside of enclosed structures on the lease premises or at the Airport, except with the prior written approval of Lessor, which may be given or withheld in Lessor's sole discretion. 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 at any time 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 _____, 2020.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee



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“EXHIBIT A”

Hangar E-9





CERTIFICATE OF INSURANCE

This is to certify to
(Certificate Holder):

Mid Valley Airport
1909 Joe Stephens
Weslaco, TX 78596

The following policy(ies)
Have been issued to:

Gloria Brady and Northware Ventures, Inc.
P.O. Box 663
Hidalgo, TX 78577

AIRPORT POLICY INFORMATION:

AIRPORT POLICY NO: AP 01128103 POLICY PERIOD: FROM: April 27, 2020 TO: April 27, 2021
THIS COVERAGE IS EFFECTIVE 12:01 A.M. April 27, 2020
INSURANCE COMPANY: OLD REPUBLIC INSURANCE COMPANY

LIABILITY COVERAGES:

LIMITS OF LIABILITY

☒ Comprehensive General Liability	\$ XXXX	Each Person	\$ 1,000,000	Each Occurrence*
☐ Completed Operations / Products Liability	\$	Each Person	\$	Each Occurrence*
☐ Hangarkeepers Liability	\$	Each Person	\$	Each Loss*
☒ Premises Medical Payments	\$ 6,000	Each Person	\$ 30,000	Each Accident*
☐ Not Applicable	\$	Each Person	\$	Each Loss*

DEDUCTIBLES:

☐ Hangarkeeper's Liability	\$	Each Loss*
☐ Premises Liability	\$	Each claim with respect to Property Damage

*Refer to the Policy; an annual aggregate limit may apply to some coverage(s).

THIS CERTIFICATE HOLDER IS:

- ☐ Included as a Loss Payee for Aircraft Physical Damage Coverage, and included as an additional insured.
- ☐ Provided Breach of Warranty Coverage on Aircraft Physical Damage as their interest may appear not to exceed 90% of the Insured Value.
- ☒ Included as an Additional Insured on Airport Liability Coverage but only with respect to operations of the Named Insured.
- ☐ Provided a Waiver of Subrogation on Aircraft Physical Damage Coverage, but only

OTHER COVERAGES / CONDITIONS / REMARKS:

Provision has been made to give the Certificate Holder prompt notice of cancellation of any policy above; however, the Company assumes no responsibility for the failure to provide such notice. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein nor does it constitute a contract between the issuing insurer(s), authorized representative, or producer.

Old Republic Aerospace, Inc. Representative:

Agency Name: RT Specialty, LLC
Agency Phone: 214-865-7200

Date: April 14, 2020



1990 VAUGHN ROAD, SUITE 350, KENNESAW, GA 30144 | PH: (770) 590-4950 | FX: (770) 590-0599



Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3258
From:		
Subject: Discussion and consideration to approve Resolution 2020-20 appointing a member to the Planning and Zoning Commission and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background:		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Resolution		
If item previously considered, provide date and action by Commission:		
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:		
Advisory Review, if any (name of board/committee, date of action, recommendation):		
Molly Vallejo	Created/Initiated	
Rebekah De La Fuente	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation:		
Attachments, if any: P&Z Commission, P&Z Applicants, David Hernandez, R2020-20 P&Z Commission expired term		
Responsibilities upon Approval:		

PLANNING & ZONING COMMISSION

TERM EXPIRES	FIRST NAME	LAST NAME
12/17/2020	Juan Jose	Trevino
4/2/2020	David	Hernandez
12/17/2020	Lonnie	Berry
12/17/2020	Jim	Forward
12/17/2020	Adrian	Torres
7/07/2020	Randy	Summers
12/17/2020	Miles	Bullion

Revised 113017 mv

PLANNING & ZONING COMMISSION APPLICANTS

FIRST NAME	LAST NAME	APPLICATION DATE
Gilbert	Zuniga	1/7/2020
Alejandro	Livas	3/10/2020

Molly Vallejo

From: Rebekah M. De La Fuente
Sent: Monday, April 27, 2020 3:15 PM
To: Molly Vallejo
Subject: FW: Expired P & Z Term

Please see email from David Hernandez below stating that he wishes to continue to serve on the P&Z Commission.

Thank you,

Rebekah de la Fuente, CFM

Planning Director

City of Weslaco

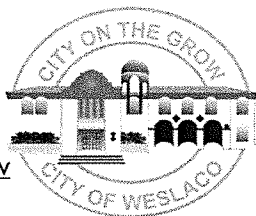
255 S. Kansas Avenue

Weslaco, TX 78596

Ph: (956) 447-3401

Fax: (956) 973-3128

rdelafuente@weslacotx.gov



From: David <davidpop@aol.com>
Sent: Monday, April 27, 2020 2:56 PM
To: Rebekah M. De La Fuente <rdelafuente@weslacotx.gov>
Subject: Expired P & Z Term

Hello Rebecca,

I was informed that my current term as a member on the Weslaco Planning & Zoning Commission has expired.

Please note that it has been a pleasure to serve the City of Weslaco in this capacity and most importantly that,

I would like to continue to serve on the P&Z Commission.

Celebrate Life! Make it a Holiday!!

Cheers,

David Hernandez

President

Holiday Wine & Liquor

Hernandez Farms - Texas Valley Lemons

956.631.4707

956.343.2868 Cell

956.972.1986 Fax

RESOLUTION NO. 2020-20

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE PLANNING AND ZONING
COMMISSION BOARD.**

WHEREAS, the City of Weslaco created and established the Planning and Zoning Commission Board pursuant to Subsection 2-36 of Ordinance No. 291, as codified in the City of Weslaco Code of Ordinances.

WHEREAS, the terms of the members of this board are for three years; and

WHEREAS, the Planning and Zoning Commission Board members shall serve without compensation and unlimited terms; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT the following individual is appointed to serve an expired term on the Planning and Zoning Commission Board.

NAME

TERM ENDING

04-02-2023

PASSED AND APPROVED on this 5th day of May 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: May 5, 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. (This item was tabled on April 21; 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 EFECTIVA.

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: May 5, 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. (This item was tabled on April 21; 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):		
Molly Vallejo Vidal Roman Mike Perez		Created
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 FINANCIAL POSITION - GENERAL FUND
3/31/2020

ASSETS

Cash and Equivalents	10,371,521
Investment in Lease	2,874,000
A/R Taxes-Current	1,332,260
A/R Sales Tax	976,792
A/R Ambulance Fees	1,491,354
A/R Other	471,143
Due from other Funds	-
Due from other Govt	112,876
Due from Others	3,500
Inventory	18,473
Prepaid Expense	2,976
Restricted Assets - Other	-
Restricted Assets (PEG)	380,284
TOTAL ASSETS	18,035,179

LIABILITIES

Accounts Payable	411,222
Due to other Funds	87,247
Other Liabilities	170,582
Deferred Revenues	-
Escrow	1,021,639
Trusts	380,284
Deposits	10,435
Deferred Revenues	1,488,721
TOTAL LIABILITIES	3,570,132

FUND BALANCE

Nonspendable fund balance	5,138
Restricted fund balance	-
Committed fund balance	2,874,000
Unassigned fund balance	7,712,273
Change in net position	3,873,637
TOTAL FUND BALANCE	14,465,048

TOTAL LIABILITIES AND FUND BALANCE	18,035,179
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CITY OF WESLACO, TEXAS

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GENERAL FUND

3/31/2020

REVENUES	Actual	Annual Budget
Ad Valorem Taxes	8,960,879	9,834,485
Sales Tax	4,313,140	10,100,000
Franchise Taxes	824,508	1,934,797
Permits & Licenses	383,004	574,029
Intergovernmental Revenue	572,298	1,066,753
Charges for Services	995,010	2,888,590
Fines and Forfeitures	234,090	595,116
Investment Income	92,103	203,000
Rentals and Royalties	27,845	106,550
Other Revenue	74,604	124,259
TOTAL REVENUES	16,477,482	27,427,579
 EXPENDITURES		
General Government	1,845,689	4,137,554
Judicial and Legal	274,841	570,734
Public Safety	7,177,016	14,942,386
Public Works	255,671	567,067
Streets and Highways	901,502	1,915,693
Planning, Inspections & Engineering	624,993	1,373,680
Culture and Recreation	579,574	1,515,665
Nondepartmental	342,587	682,392
Capital Outlay	326,606	1,051,384
Debt Service	183,353	292,910
TOTAL EXPENDITURES	12,511,831	27,049,465
 EXCESS OF REVENUES OVER EXPENDITURES	3,965,650	378,114
 OTHER FINANCING SOURCES (USES)		
Settlements	-	-
Transfers In	422,640	1,690,561
Transfers In (Out)	(514,654)	(2,363,256)
Economic Development and Assistance	-	-
OTHER SOURCES (USES)	(92,014)	(672,695)
 NET CHANGE IN FUND BALANCE	3,873,637	(294,581)
 Fund Balance - October 1 (Beginning)	10,591,411	
 Fund Balance - March 31 (Ending)	14,465,048	
 Number of days in working capital	347	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - WATER & SEWER FUND COMBINED
3/31/2020

	WATER	WASTEWATER	COMBINED
ASSETS			
Cash and Equivalents	(1,363,865)	547,377	(816,488)
Restricted Cash	-	-	-
Current Receivables	972,987	875,481	1,848,468
Inventory	94,873	66,027	160,900
Deferred Resource Outflow	163,829	40,320	204,149
Assets, net of Depr	10,772,083	31,525,180	42,297,262
TOTAL ASSETS	10,639,907	33,054,384	43,694,291
LIABILITIES			
Accounts Payable	27,551	1,815	29,366
Accrued Salaries & Wages	75,507	11,122	86,629
Customers Deposits	1,227,289	-	1,227,289
Due to Other Funds	(695)	226	(469)
Lease Payable	6,154,496	378,016	6,532,513
Other Liabilities	796,093	213,211	1,009,304
Deferred Resource Inflow	27,204	11,678	38,882
Long Term Liabilities - Bonds/Leases	-	-	-
TOTAL LIABILITIES	8,307,444	616,068	8,923,513
FUND EQUITY			
Net Investment in Capital Assets			-
Capital Fee Reserve	-	1,736,179	1,736,179
Unrestricted fund equity	1,864,662	31,546,154	33,410,816
Change in net position	467,801	(844,017)	(376,216)
TOTAL FUND EQUITY	2,332,463	32,438,316	34,770,779
TOTAL LIABILITIES AND FUND EQUITY	10,639,907	33,054,384	43,694,298

CITY OF WESLACO, TEXAS
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
WATER AND WASTEWATER FUNDS
3/31/2020

			Combined	
REVENUES	WATER	WASTEWATER	Actual	Annual Budget
Intergovernmental Revenue			-	-
Charges for Services	3,549,462	2,404,077	5,953,539	12,363,250
Other Financing Sources (CIP)	-	322,984	322,984	759,110
Other Revenue	126,592	46,932	173,524	276,701
TOTAL REVENUES	3,676,053	2,773,993	6,450,046	13,399,061
EXPENDITURES				
Treatment	853,888	699,278	1,553,165	3,000,413
Distribution & Collection	308,200	817,090	1,125,290	2,514,380
Utility Billing	160,079	-	160,079	142,350
Water Meter Division	68,600	-	68,600	318,851
Capital Outlay	175,589	-	175,589	193,070
Bad Debt	-	-	-	-
Debt Service/Leases	527,472	70,552	598,024	598,025
TOTAL EXPENDITURES	2,093,828	1,586,920	3,680,748	6,767,089
EXCESS OF REVENUES OVER EXPENDITURES	1,582,226	1,187,073	2,769,299	6,631,972
OTHER FINANCING SOURCES (USES)				
Transfers In		-	-	629,183
Transfers (Out)	(1,114,425)	(2,031,090)	(3,145,515)	(6,953,811)
OTHER SOURCES (USES)	(1,114,425)	(2,031,090)	(3,145,515)	(6,324,628)
NET CHANGE IN FUND EQUITY	467,801	(844,017)	(376,216)	307,344
Fund Balance - October 1 (Beginning)			18,590,120	
Fund Balance - March 31 (Ending)			18,213,904	
Number of days in working capital			-14	

CITY OF WESLACO, TEXAS
STATEMENT OF FINANCIAL POSITION - SOLID WASTE FUND
3/31/2020

ASSETS

Cash and Equivalents	(407,761)
Current Receivables	657,928
Noncurrent Receivable	2,000,000
Deferred Resource Outflow	8,161
Assets, net of Depr	<u>568,865</u>
TOTAL ASSETS	2,827,193

LIABILITIES

Accounts Payable	29,163
Accrued Salaries & Wages	6,975
Due to Other Funds	-
Other Liabilities	26,344
Noncurrent Liabilities	387,764
Deferred Resource Inflow	<u>203</u>
TOTAL LIABILITIES	450,449

FUND EQUITY

Contributed Capital	-
Reserved fund equity	-
Unreserved fund equity*	1,970,671
Change in net position	<u>406,073</u>
TOTAL FUND EQUITY	2,376,744

TOTAL LIABILITIES AND FUND EQUITY	2,827,193
--	------------------

*Fund equity includes \$2M loan advanced to Water/Sewer Fund from Solid Waste Fund to complete WTP Project

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: May 5, 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; there was no action on this item on April 21, 2020.)			
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:			

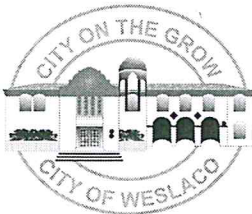


Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3253	
From:			
Subject: Discussion and consideration on Amendment No. 2 for Interlocal Cooperation Agreement Mile 10 Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Alberto Aldana Rebekah De La Fuente Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: CM Memo re Mile 10 Project Amendment No. 2, Mile 10 Project - Amendment No. 2 for Interlocal Cooperation Agreement (ICA) (Phase I) Limits from Mile 6 to FM 1015			
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: Mile 10 Project Amendment No. 2
DATE: May 01, 2020

The amendment moves some of the engineering work from Phase 2 to Phase 1. The amount is \$130,500.00 from the City of Weslaco. Hidalgo County will have to pay the same amount.

The overall project estimates have increased due to the number of parcels that need to be acquired and cost of construction. Our overall construction cost over the next three (3) years will increase about \$400,000.00.

Staff is recommending approval.



DAVID L. FUENTES
HIDALGO COUNTY COMMISSIONER PCT. 1
1902 JOE STEPHENS AVE. STE 101
WESLACO, TEXAS 78599
Office: (956) 968-8733 • Fax (956) 969-1417

April 22, 2020



Hon. David Suarez
City of Weslaco, Mayor
Attn: Mike Perez, City Manager
255 S. Kansas Avenue
Weslaco, Texas 78596-6285

RE: Mile 10 Project – Amendment No. 2 for Interlocal Cooperation Agreement (ICA) (Phase I)
Limits: from Mile 6 to FM 1015

Dear Mayor Suarez,

This letter is to provide the City of Weslaco with the status for the reconstruction of Mile 10. The Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) is ready to be executed and TxDOT is requesting \$261,000 to cover the costs of their Direct State expenses associated with the review of Preliminary Engineering, Environmental Documentation, Utilities and Right-Of-Way. I respectfully request you consider Amendment No. 2 to the current ICA (See Exhibit A) for this project. The proposed Amendment No. 2 will have the City of Weslaco assist Hidalgo County Precinct #1 (Pct#1) with one half (½) of the \$261,000 (\$130,500) to cover these costs. TxDOT has informed Hidalgo County that they will not execute the AFA until these funds are received; furthermore, TxDOT will not review the schematics and any public involvement activities for this project to continue to develop. It is imperative the AFA is executed as soon as possible and that is why we are requesting your assistance.

Status of Project is as follows:

Phase I Preliminary Engineering:

Total Project Cost:

- Total Estimated Project Cost is **\$29,505,305.07**
- Estimated Local Share is \$7,573,369 (25.7%)
 - Costs to be equally divided between City of Weslaco and Hidalgo County
- \$16,094,434 - Allocated at HCMPO (FY 2021 and FY 2029)
 - \$13.89M – Construction and CE (FY 2029)
 - \$2.2M – ROW (FY 2021)
- Hidalgo County will request from the RGVMPPO in May 2020 the following:
 - Increase Cat. 7 Funding for both Construction and CE from \$13.89M to \$20.69M and move the year of expenditure from FY 2029 to FY 2024.

A. Update of Project:

- Phase I – Public Involvement, Environmental Documentation, Surveying, Schematic(s) for both Roadway and Outfall –
 - L&G Engineering was authorized to develop the Phase I Engineering work
 - ICA between City of Weslaco and Hidalgo County approved at Hidalgo County Commissioners Court on **1-29-19**

- Schematics: The schematic is 75% complete. L&G continues to update the schematic for submittal to TxDOT.
- Environmental: Minimal work has been completed due to the AFA not being executed.
- The AFA was submitted to the County by TxDOT in February 2020. See Exhibit C for email and draft AFA transmittal from TxDOT requesting payment and execution.
- Public Involvement: Upon execution of the AFA, L&G will coordinate with TxDOT to schedule a scoping meeting and subsequently a mock and public meeting date.
- Because the AFA is not executed, TxDOT will not review the schematics and any public involvement activities are on hold.
- Phase II & III (PS&E and ROW Acquisition)
 - Hidalgo County will start working on the PS&E in year 2020 and the ROW acquisition in FY 2021.

B. TxDOT Coordination:

- To fund the shortfall for construction and construction engineering the HCMPO Policy Committee performed the following:
 - The project originally funded on Bridge Avenue (HC-93) (from 10th St to Pike Blvd) in FY 2029 for the amount of \$4.43M was assigned to the Mile 10 Project in FY 2029.
- The actions above allow the project to have \$9.46M + \$4.43M = \$13.89M total. A total of \$13,894,434 Cat 7 funds in FY 2029 as well as \$2,200,000 Cat 7 funds for ROW and Compensable Utilities are secured in FY 2021 for the project from RGVMPPO.
- Pct#1 requested AFA through TxDOT on 3-15-19 because of eligibility. L&G reviewed the PROJECT INFORMATION FORM (PIF) and forwarded to Pct#1. RPIC submitted PIF to TxDOT on 5-28-19. TxDOT responded by email on 7-11-19, they will not work on Economic Disadvantaged County (EDC) nor AFA until the 2020 UTP is adopted in late August of 2019. L&G Engineering completed SPA form of the AFA and has forwarded to Pct#1 for submittal to TxDOT. SPA form was revised by TxDOT on 10-23-19 due to new EDC percentages and sent to RPIC.
- SPA Application was completed by L&G on 9/25/2019 and sent to Pct#1. Pct#1 submitted the application to TxDOT on 9/26/2019. Due to a new EDC rate, approval reduced County's share to 2%. Another SPA was signed by the County. TxDOT has been reviewing since 1/21/2020.
- Letter was sent from Pct#1 to TxDOT and HCDD#1 on 7-15-19 suggesting recommended participation costs regarding roadway and outfalls. HCDD#1 submitted response letter on 10/7/19 agreeing with Pct#1 recommendations. A meeting was held on 10/12/19 at TxDOT offices to discuss cost participation of entities concerning drainage and roadway. TxDOT has agreed to fund construction of all outfalls as per letter dated 12-2-19 (See Exhibit D).

Attached to the Amendment #2 is the REVISED Exhibit B (Estimated Project Cost Estimate) for the Mile 10 project. As you can see, the total estimated project cost is \$29,505,305 with a local participation (City of Weslaco and Pct#1) share of \$7,573,369 which amounts to approximately 25.7% of the total project cost. This local estimated contribution will be needed over the next four (4) years. The projected timeline of expenditures for both the County and the City of Weslaco is as follows:

FISCAL YEAR 2019-2020 ----- LOCAL FUNDS ALLOCATED.

Phase I – *Environmental Assessment, Public Involvement, Schematic Design and Hydrologic Map*

- Estimated City of Weslaco Expenditure: 2019 - \$603,420.00
- Estimated County of Hidalgo Expenditure: 2019 - \$603,420.00

FISCAL YEAR 2020-2022 ----- LOCAL FUNDS NEEDED BY AUGUST 1, 2020.

Phase II – *PS&E, ROW Map, Surveying, Permitted Utility Coordination, Signal Design, etc.*

- Estimated City of Weslaco Expenditure: August 1, 2020 - \$1,276,669
- Estimated County of Hidalgo Expenditure: August 1, 2020 - \$1,276,669

FISCAL YEAR 2021-2022----- LOCAL FUNDS NEEDED BY JULY 1, 2021.

Phase III – *ROW Acquisition, Compensable Utility Adjustments, Construction Management, etc.*

- Estimated City of Weslaco Expenditure: February 1, 2021 - \$1,694,145
- Estimated County of Hidalgo Expenditure: February 1, 2021 - \$1,694,145

I look forward to continuing to work with the City of Weslaco on this much needed project. If you have any questions, please feel free to contact me at (956) 968-8733.

Sincerely,



David Fuentes
Commissioner, Precinct No. 1

cc: Pete Alvarez, P.E., TxDOT District Engineer
Andrew Cannon, RGV MPO
Jorge Pena, Pct#1 RPIC
Jacinto Garza, P.E., L&G Engineering

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT NO. 2 TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
COUNTY OF HIDALGO AND CITY OF WESLACO, TEXAS**

THIS Amendment to Interlocal Cooperation Agreement (the "Amendment") is made between the County of Hidalgo ("County") and the City of Weslaco, Texas ("City") effective the _____ day of _____, 2020, pursuant to the provisions of the Texas Interlocal Agreement Cooperation Act, as follows:

WHEREAS, by Interlocal Agreement dated August 14, 2018, County and City agreed to that certain improvements to Mile 10, North from Mile 6 to FM 1015; and

WHEREAS, following the execution of the Agreement, County and City desire to clarify the monetary contribution by City;

NOW THEREFORE, for and in consideration of the clarification of the Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, County and City hereby agree to the following amendments to the Agreement:

1. The eighth and ninth "Whereas Clause" of the Agreement are deleted in their entirety and the following is inserted in lieu thereof:

WHEREAS, the total Phase I project development cost is estimated to be One Million Six Hundred Thirty One Thousand Seven Hundred Forty One and Fifty-two Hundredths Dollars (\$1,631,741.52) of which the COUNTY will contribute an estimated amount of Eight Hundred Fifteen Thousand Eight Hundred Seventy and Seventy-six Hundredths Dollars (\$815,870.76).

WHEREAS, the CITY desires to cooperate by contributing a lump sum amount of Eight Hundred Fifteen Thousand Eight Hundred Seventy and Seventy-six Hundredths Dollars (\$815,870.76) to County towards the project development activities.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and CITY and COUNTY ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

COUNTY OF HIDALGO

By: _____
Richard Cortez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CITY OF WESLACO

By: _____
David Suarez, Mayor

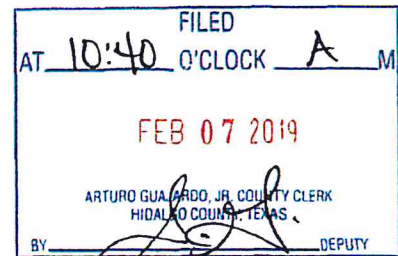
ATTEST:

City Secretary

APPROVED AS TO FORM:

Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III
Assistant District Attorney



STATE OF TEXAS §
COUNTY OF HIDALGO §

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN
COUNTY OF HIDALGO AND THE CITY OF WESLACO, TEXAS**

This Amendment to Interlocal Cooperation Agreement (the "Amendment") is made between the County of Hidalgo ("County") and the City of Weslaco, Texas ("City") effective the 21st day of January, 2019, pursuant to the provisions of the Texas Interlocal Agreement Cooperation Act, as follows:

WHEREAS, by **interlocal agreement dated August 14, 2018**, County and City agreed to that certain improvements to Mile 10, North from Mile 6 to FM 1015; and

WHEREAS, following the execution of the Agreement County and City desire to **clarify the monetary contribution by City;**

NOW THEREFORE, for and in consideration of the clarification of the Agreement and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, County and City hereby agree to the following amendments to the Agreement:

1. The ninth "Whereas Clause" of the Agreement is deleted in its entirety and the following is inserted in lieu thereof:

Whereas, the **City desires to cooperate by contributing a lump sum amount of Six Hundred Eighty-Five Thousand Three Hundred Seventy and Seventy-six hundredths Dollars (\$685,370.76) to County towards the project development activities.**

2. The following shall be inserted as the last sentence of numbered paragraph 1 of the Agreement:

The County agrees to use its best efforts to complete Phase 1 of project development as described in this numbered paragraph 1 within three (3) years following the date of February 1, 2019 and County may, with the consent of City, extend the time period to complete Phase I if needed.

3. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and City and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

ATTEST:


Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY

By: Richard F. Cortez
Richard F. Cortez, County Judge

CITY OF WESLACO, TEXAS

By: David Suarez
David Suarez, Mayor

ATTEST:

Adelaida Vega
Adelaida Vega, City Secretary

APPROVED BY
COMMISSIONERS' COURT
ON: 1/29/19

APPROVED AS TO FORM:

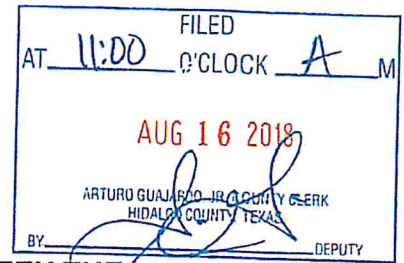
ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO AND THE CITY OF WESLACO, TEXAS - EXECUTION OF AGREEMENT COUNTY AND CITY DESIRE TO CLARIFY THE MONETARY CONTRIBUTION BY CITY, MILE 10, NORTH FROM MILE 6 TO FM 1015.

mm

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §



**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
COUNTY OF HIDALGO AND CITY OF WESLACO, TEXAS
CONCERNING CERTAIN IMPROVEMENTS TO
MILE 10 NORTH FROM MILE 6 TO FM 1015 (Phase I)**

THIS agreement is made on this the 14th day of August, 2018 by and between the City of Weslaco, Texas, hereinafter referred to as the "CITY" and the County of Hidalgo, Texas hereinafter referred to as "COUNTY", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, the CITY is a home rule municipality located in Hidalgo County, Texas;

WHEREAS, the COUNTY is a county in the State of Texas; and

WHEREAS, the CITY and COUNTY desire to cooperate in making needed road improvements to Mile 10 North from Mile 6 to FM 1015 as outlined in Exhibit A (the "Project"); and

WHEREAS, the CITY and COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of added capacity for increased safety; and

WHEREAS, the COUNTY will be the fiduciary agent for this Project and assume the role of project development lead;

WHEREAS, the CITY and COUNTY desire to proceed and complete the Preliminary Engineering, Environmental, Public Involvement and Schematic Design, of the Road (the "Phase I");

WHEREAS, the CITY and COUNTY have secured funds towards the Construction and Right of Way costs of this Project through the Hidalgo County Metropolitan Planning Organization (HCMPO) as indicated on Exhibit B;

WHEREAS, the total Phase I project development cost is estimated to be \$1,370,741.52 of which the COUNTY will contribute an estimated amount of \$685,370.76;

WHEREAS, the CITY desires to cooperate by contributing a total sum not to exceed the amount of \$685,370.76 to the COUNTY toward the project development activities; and

WHEREAS, the COUNTY and CITY are authorized to enter into this Agreement pursuant to the **Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq.** which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, COUNTY will be the fiduciary agent for this project and assume the role of project development lead;

NOW, THEREFORE, COUNTY and CITY, in consideration of the mutual covenants expressed hereinafter, agree to enter into this agreement as follows:

1. The County agrees to complete Phase I of the project development, which includes the Preliminary Engineering, Environmental Assessment, Public Involvement & Schematic services more particularly described in that portion of Exhibit B attached hereto and made a part hereof for all purposes that relates to said Phase I.
2. The road at various points passes through the jurisdiction of City and County and forms a connecting link or integral part of the County road system.
3. The City shall pay County as its contribution for Phase I of the Project the sum of \$685,370.76.00 at time of execution of this Agreement.
4. City, pursuant to Tex. Trans. Code 251.012, authorizes County to perform the work and services described herein within its corporate city limits.
5. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
6. Conflict of Applicable Law: Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
7. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
8. Entire Agreement: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the CITY and County, and not otherwise.

9. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. Notice: Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of Weslaco
Attention: Honorable David Suarez
255 S. Kansas Ave.
Weslaco, Texas 78596

If to County: Hidalgo County, Texas
Attention: Honorable Ramon Garcia, County Judge
302 W. University Drive
Edinburg, Texas 78539

With copy to: Honorable David Fuentes, Commissioner Pct. #1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

With copy to: Hidalgo County
Attention: Steve Crain, County Attorney
818 Pecan Boulevard
McAllen, Texas 78501

11. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.
12. Additional Documents: 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.
13. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
14. Assignment: This Agreement shall not be assignable.

15. **Headings.** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by the City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the City and County in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into the 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.
19. **Commitment or Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903

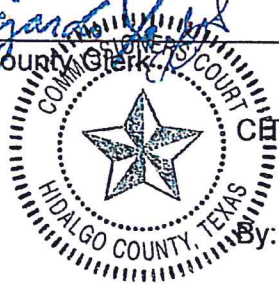
WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO

By: Ramon Garcia
Ramon Garcia, County Judge

ATTEST: Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

APPROVED BY
COMMISSIONER'S COURT
ON: 8/14/18 me



By: David Suarez
Honorable, David Suarez, Mayor

ATTEST: [Signature] WCL 08/07/18
City Secretary

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP.

By: [Signature]
Stephen L. Crain

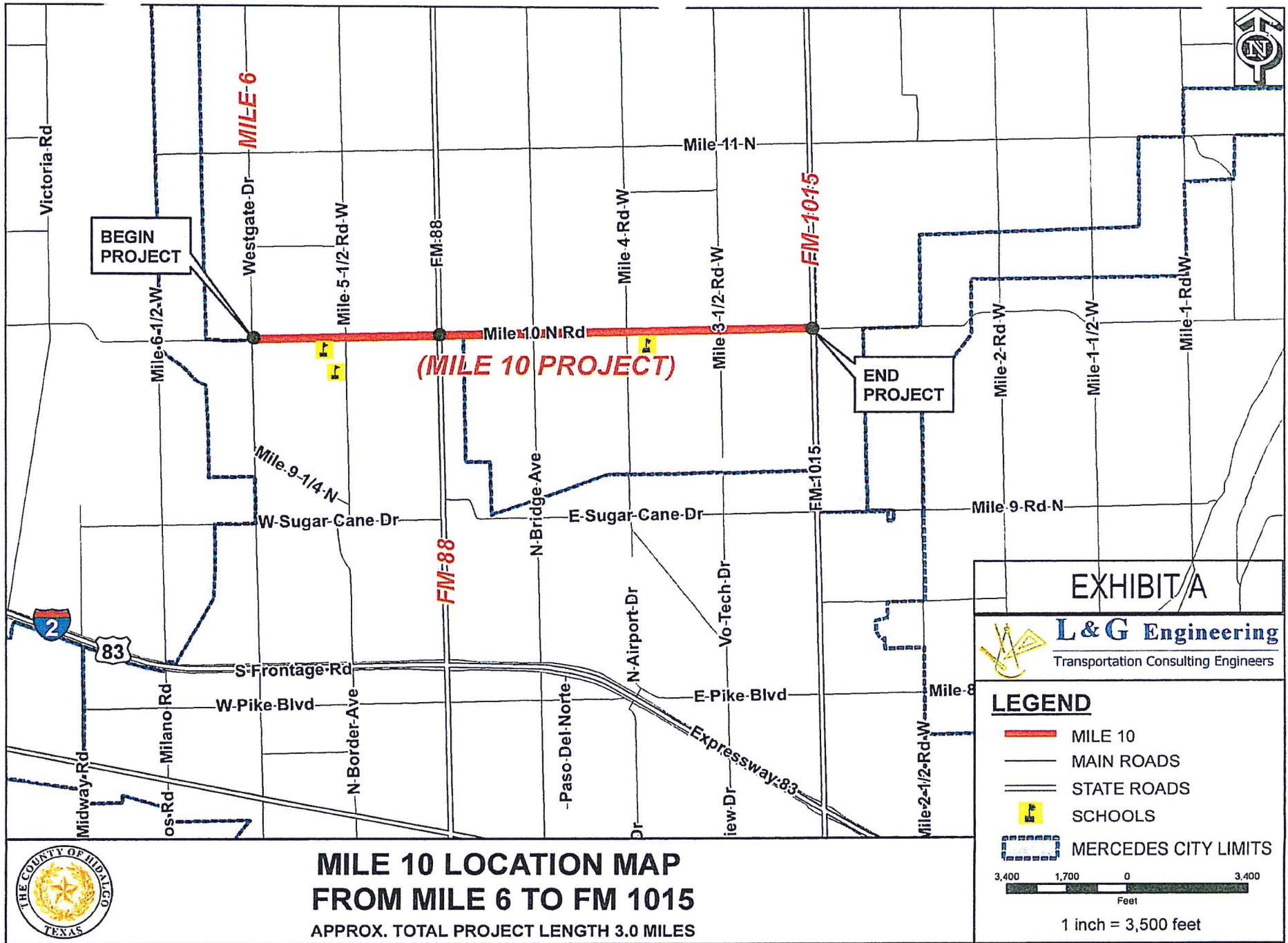


EXHIBIT "B"
MILE 10 NORTH PROJECT (MILE 6 TO FM 1015)
ESTIMATED PROJECT COSTS

ROADWAY PROJECT		MILE 10			
LIMITS		from Mile 6 to FM 1015			
EXISTING ROADWAY		40-ft Rural			
EXISTING ROW WIDTH		65' to 100' Varies			
PROPOSED ROADWAY		4-lane divided urban			
PROPOSED ROW WIDTH		USUAL 80-FT AND MAXIMUM 100-FT			
ESTIMATED CONSTRUCTION COST ... (ROADWAY ONLY)		\$13,500,000.00			
ESTIMATED CONSTRUCTION COST ... (CLEAN EXISTING OUTFALLS) (2000+1320+2640+2640)		\$1,304,250.00			
LENGTH FOR 4-LANE ROADWAY (MILES)		3.0 Miles			
LENGTH FOR OUTFALLS TO BE PURCHASED CLEANED AND IMPROVED		1.6 Miles			
ESTIMATED PROJECT COSTS		ESTIMATED % LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST	HCMPO FUNDING AVAILABLE MAY 2018
PHASE I - INTERLOCAL COOPERATION AGREEMENT				COUNTY 50% CITY 50%	FUNDING YEAR
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN					
Determination of Local Costs vs State Cost/Feas. Study and Agreements/ AFA with TxDOT/LPA coord. Etc	100%	\$ 45,000.00	\$ 22,500.00	\$ 22,500.00	
Environmental Document with TxDOT	100%	\$ 135,000.00	\$ 67,500.00	\$ 67,500.00	
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 67,200.00	\$ 33,600.00	\$ 33,600.00	
Archeological and Historical Research	100%	\$ 65,000.00	\$ 32,500.00	\$ 32,500.00	
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 31,500.00	\$ 15,750.00	\$ 15,750.00	
Schematic for Roadway & OUTFALLS	100%	\$ 236,640.00	\$ 118,320.00	\$ 118,320.00	
Traffic Data Request as per TxDOT Directive	100%	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	
Traffic Signal Warrants (6 Locations)	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00	
Hydrological Map for 4 Outfall Drain Ditches outfalls & capacities	100%	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00	
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) ROADWAY	100%	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00	
Office Surveys for Sch. (Prel. Ownership Identification and Property Rights) 1.5 MILES OF OUTFALLS	100%	\$ 45,000.00	\$ 22,500.00	\$ 22,500.00	
Preliminary Compensable Utilities Identification on Schematic (ROADWAY AND OUTFALLS)	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00	
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA, City of Weslaco and County recommendations	100%	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	
Engineering Technical Support to address Public Hearing with Layouts etc	100%	\$ 22,500.00	\$ 11,250.00	\$ 11,250.00	
Field Surveys for Design and Construction OF ROADWAY	100%	\$ 144,000.00	\$ 72,000.00	\$ 72,000.00	
Field Surveys for Design and Construction OF OUTFALLS	100%	\$ 78,181.82	\$ 39,090.91	\$ 39,090.91	
Either address the Public or hold 1 Public Hearing	100%	\$ 27,000.00	\$ 13,500.00	\$ 13,500.00	
Sub-Surface Utility Engineering (SUE) 25 pot holes/mile	100%	\$ 115,719.70	\$ 57,859.85	\$ 57,859.85	
SUB-TOTAL		\$ 1,370,741.52	\$ 685,370.76	\$ 685,370.76	
PHASE II - FOR INFORMATION PURPOSES ONLY					
PHASE II - ROW Map, Surveys, PS&E					
Complete ROW Map (Estimated 81 Parcels)	100%	\$ 324,000.00	\$ 324,000.00		
PS&E Development Roadway (8.5% Engineering Fee)	100%	\$ 1,184,340.00	\$ 1,184,340.00		
Geotechnical and Pavement Design for approval by TxDOT	100%	\$ 42,000.00	\$ 42,000.00		
Permanent Signal Designs (Mile 4 1/2, Mile 4, Mile 5-1/2, FM 88, FM 1015)	100%	\$ 144,000.00	\$ 144,000.00		
Temporary Signal Designs during Construction	100%	\$ 72,000.00	\$ 72,000.00		
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	\$ 132,000.00	\$ 132,000.00		
Permitted Utilities Coordination to adjust	100%	\$ 151,200.00	\$ 151,200.00		
Preliminary Engineering Direct State Costs for State Review and Oversight (Est. 1.2% of Construction)	100%	\$ 177,651.00	\$ 177,651.00		
SUB-TOTAL		\$ 2,227,191.00	\$ 2,227,191.00	\$ -	
PHASE III - FOR INFORMATION PURPOSES ONLY					
PHASE III - ROW Acquisition and Construction Oversight					
Right-of-Way Costs - Acq. Services @ (est. 81 Parcels)	100%	\$ 1,198,800.00	\$ 1,198,800.00		
Estimated County Attorney Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels)	100%	\$ 243,000.00	\$ 243,000.00		
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	\$ 113,400.00	\$ 113,400.00		
Eng Consultant Construction Management (24 Months)	100%	\$ 151,200.00	\$ 151,200.00		
Estimated Roadway Right-of-Way Costs (ESTIMATED 647,894 sq ft. @ \$3.5/ sq ft)	20%	\$ 2,267,629.00	\$ 453,525.80		
COMPENSABLE UTILITY COSTS (gasoline tanks & Irrigation Line - 1 Mile)	20%	\$ 800,000.00	\$ 160,000.00	\$ 2,200,000.00	FY 2021
Right-of-Way State Division Review and Oversight (1.5% of combined Const and ROW Cost s)	100%	\$ 268,078.19	\$ 268,078.19		
ROADWAY & OUTFALL CONSTRUCTION COST	3.4%	\$ 14,804,250.00	\$ 503,344.50	\$ 9,460,000.00	FY 2024
TxDOT/LPA Construction Inspection (11%)	3.4%	\$ 1,628,467.50	\$ 55,367.90		
SUB-TOTAL		\$ 21,474,824.69	\$ 3,146,716.38	\$ -	
ESTIMATED GRAND TOTAL		\$ 25,072,757.20	\$ 6,744,648.90	\$ 11,660,000.00	
Work Authorization No. 1 (Phase I)	FY 18	\$ 1,370,741.52	NOT ISSUED		
Work Authorization No. 2 (Phase II)	FY 19	\$ 2,049,540.00	NOT ISSUED		
LPA COSTS NOT INCLUDED IN WORK AUTH.(S):	FY 19	\$ 177,651.00			
Work Authorization No. 3 (Phase III)	FY 20	\$ 1,463,400.00	NOT ISSUED		
LPA COSTS NOT INCLUDED IN WORK AUTH.(S):	FY 20	\$ 1,683,316.38			
TOTAL ESTIMATED LPA COST:		\$ 6,744,648.90	26.9%		
COMBINED TOTAL ESTIMATED PROJECT COST FOR SECTIONS I & II:		\$ 25,072,757.20			
ESTIMATED LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S):		\$ 1,860,967.38			
MILE 10 PHASE I - LPA PARTICIPATION COSTS					
ESTIMATED CITY OF WESLACO PARTICIPATION COST FOR PHASE I OF THIS PROJECT:		\$ 685,370.76			
ESTIMATED COUNTY PARTICIPATION COST FOR PHASE I OF THIS PROEJECT:		\$ 685,370.76			

EXHIBIT B

EXHIBIT "B"
MILE 10 NORTH PROJECT (MILE 6 TO FM 1015)
ESTIMATED PROJECT COSTS

ROADWAY PROJECT	MILE 10				
LIMITS	from Mile 6 to FM 1015				
EXISTING ROADWAY	40-ft Rural				
EXISTING ROW WIDTH	65' to 100' Varies				
PROPOSED ROADWAY	4-lane divided urban				
PROPOSED ROW WIDTH	USUAL 80-FT AND MAXIMUM 100-FT				
ESTIMATED CONSTRUCTION COST (ROADWAY ONLY)	\$17,400,000.00				
ESTIMATED CONSTRUCTION COST (OUTFALLS C1 & C4) (8,652 LF + 3,960 LF)	\$1,075,865.00				
LENGTH FOR 4-LANE ROADWAY (MILES)	3.0 Miles				
LENGTH FOR OUTFALLS TO BE PURCHASED CLEANED AND IMPROVED	1.0 Mile				
ESTIMATED PROJECT COSTS	ESTIMATED % LOCAL COST	TOTAL ESTIMATED PROJECT COST	ESTIMATED LOCAL COST	HCMPO FUNDING AVAILABLE JAN 2019	FUNDING YEAR
PHASE I - INTERLOCAL COOPERATION AGREEMENT			COUNTY 50% CITY 50%		
PHASE I - EA, PUBLIC INVOLVEMENT & SCHEMATIC DESIGN					
Determ. of Local Costs vs State Cost/Feas. Study and Agreements/ AFA with TxDOT/LPA coord. Etc	100%	\$ 45,000.00	\$ 22,500.00	\$ 22,500.00	
Environmental Document with TxDOT	100%	\$ 135,000.00	\$ 67,500.00	\$ 67,500.00	
Public Involvement for the project with stakeholders and 1 Public Meeting	100%	\$ 67,200.00	\$ 33,600.00	\$ 33,600.00	
Archaeological and Historical Research	100%	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	
Engineering Technical Support at Public Mtgs with Layouts etc	100%	\$ 31,500.00	\$ 15,750.00	\$ 15,750.00	
Schematic for Roadway & OUTFALLS	100%	\$ 236,640.00	\$ 118,320.00	\$ 118,320.00	
Intersection Layouts (Mile 5 1/2, FM 88, Mile 4 1/2, Mile 3 1/2 and FM 1015)	100%	\$ 65,000.00	\$ 32,500.00	\$ 32,500.00	
Traffic Data Request as per TxDOT Directive	100%	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	
Traffic Signal Warrants (6 Locations)	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00	
Hydrological Map for 4 Outfall Drain Ditches outfalls & capacities	100%	\$ 90,000.00	\$ 45,000.00	\$ 45,000.00	
Office Surveys for Schematic (Prel. Ownership Identification and Property Rights) ROADWAY	100%	\$ 70,000.00	\$ 35,000.00	\$ 35,000.00	
Office Surveys for Sch. (Prel. Ownership Identification and Property Rights) 1.5 MILES OF OUTFALLS	100%	\$ 35,000.00	\$ 17,500.00	\$ 17,500.00	
Preliminary Compensable Utilities Identification on Schematic (ROADWAY AND OUTFALLS)	100%	\$ 54,000.00	\$ 27,000.00	\$ 27,000.00	
Update Schematic based on comments as provide by TxDOT/FHWA for schematic and EA update w/ FHWA, City of Weslaco and County recommendations	100%	\$ 30,000.00	\$ 15,000.00	\$ 15,000.00	
Engineering Technical Support to address Public Hearing with Layouts etc	100%	\$ 22,500.00	\$ 11,250.00	\$ 11,250.00	
Field Surveys for Design and Construction OF ROADWAY	100%	\$ 174,000.00	\$ 87,000.00	\$ 87,000.00	
Field Surveys for Design and Construction OF OUTFALLS	100%	\$ 78,181.82	\$ 39,090.91	\$ 39,090.91	
Either address the Public or hold 1 Public Hearing	100%	\$ 27,000.00	\$ 13,500.00	\$ 13,500.00	
Sub-Surface Utility Engineering (SUE) 25 pot holes/mile	100%	\$ 85,719.70	\$ 42,859.85	\$ 42,859.85	
Direct State Costs for PE, Environmental, Utility, and ROW	100%	\$ 261,000.00	\$ 130,500.00	\$ 130,500.00	
SUB-TOTAL		\$ 1,370,741.52	\$ 685,370.76	\$ 685,370.76	
PHASE II - FOR INFORMATION PURPOSES ONLY					
PHASE II - ROW Map, Surveys, PS&E					
Complete ROW Map (Estimated 104 Parcels) RDWY	100%	\$ 416,000.00	\$ 416,000.00		
Complete ROW Map (Estimated 8 Parcels) OUTFALLS	100%	\$ 32,000.00	\$ 32,000.00		
PS&E Development Roadway (8 % Engineering Fee)	100%	\$ 1,478,069.20	\$ 1,478,069.20		
PS&E Development Outfalls (8 % Engineering Fee)	100%	\$ 86,069.20	\$ 86,069.20		
Geotechnical and Pavement Design for approval by TxDOT	100%	\$ 42,000.00	\$ 42,000.00		
Permanent Signal Designs (Mile 4 1/2, Mile 4, Mile 6, Mile 5-1/2, FM 88, FM 1015)	100%	\$ 144,000.00	\$ 144,000.00		
Temporary Signal Designs during Construction	100%	\$ 72,000.00	\$ 72,000.00		
Engineering Fee to Create 1 set of Plans and Submit through TxDOT	100%	\$ 132,000.00	\$ 132,000.00		
Permitted Utilities Coordination to adjust	100%	\$ 151,200.00	\$ 151,200.00		
SUB-TOTAL		\$ 2,553,338.40	\$ 2,553,338.40	\$ -	
PHASE III - FOR INFORMATION PURPOSES ONLY					
PHASE III - ROW Acquisition and Construction Oversight					
Right-of-Way Costs - Acq. Services @ (est. 104 Parcels) RDWY	100%	\$ 1,539,200.00	\$ 1,539,200.00		
Right-of-Way Costs - Acq. Services @ (est. 8 Parcels) OUTFALLS	100%	\$ 118,400.00	\$ 118,400.00		
Est. County Atty Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels) RDWY	100%	\$ 312,000.00	\$ 312,000.00		
Est. County Atty Costs for Condemnation (\$15,000/Parcel based on 20% total of parcels) Outfalls	100%	\$ 24,000.00	\$ 24,000.00		
Estimated Compensable Utility Mgmt for Acq. of Property Rights and Compensate for Utility Adjust(s)	100%	\$ 113,400.00	\$ 113,400.00		
Eng Consultant Construction Management (24 Months)	100%	\$ 151,200.00	\$ 151,200.00		
Estimated Roadway Right-of-Way Costs (ESTIMATED 499,633 sq ft. @ \$3.5/ sq ft)	20%	\$ 1,748,715.00	\$ 349,743.00		
COMPENSABLE UTILITY COSTS (gasoline tanks & Irrigation Line - 1 Mile)	20%	\$ 800,000.00	\$ 160,000.00		
Construction Direct State Costs (State review and oversight of Construction Engineering)	100%	\$ 5,100.00	\$ 5,100.00		
ROADWAY & OUTFALL CONSTRUCTION COST	3.0%	\$ 18,475,865.00	\$ 554,275.95	\$ 12,194,434.00	FY 2021
TxDOT/LPA Construction Inspection (11%)	3.0%	\$ 2,032,345.15	\$ 60,970.35	\$ 1,700,000.00	FY 2029
SUB-TOTAL		\$ 25,320,225.15	\$ 3,388,289.30	\$ -	
ESTIMATED GRAND TOTAL		\$ 29,244,305.07	\$ 7,573,369.22	\$ 16,094,434.00	
PHASE III - ADDITIONAL COSTS TO BE BORNE BY HCDD#1 - Work Authorization No. 1 (HCDD#1)					
Estimated Outfall Right-of-Way Costs (Estimated 778,173 sq ft)	100%	\$ 632,502.00	\$ 632,502.00		
HCDD#1 ESTIMATED PROJECT COSTS		\$ 632,502.00	\$ 632,502.00		

Work Authorization No. 1 (Phase I)	FY 18	\$ 1,370,741.52	ISSUED
LPA COSTS NOT INCLUDED IN WORK AUTH.(S):	FY 20	\$ 261,000.00	SUPP NO. 2 TO ICA
Work Authorization No. 2 (Phase II)	FY 19	\$ 2,553,338.40	NOT ISSUED
LPA COSTS NOT INCLUDED IN WORK AUTH.(S):	FY 19	\$ -	
Work Authorization No. 3 (Phase III)	FY 20	\$ 1,922,200.00	NOT ISSUED
LPA COSTS NOT INCLUDED IN WORK AUTH.(S):	FY 20	\$ 1,460,989.30	
Work Authorization No. 1 (Phase III) - WITH HCDD#1		\$ 632,502.00	NOT ISSUED

TOTAL ESTIMATED LPA COST: **\$ 7,573,369.22** 25.9%

COMBINED TOTAL ESTIMATED PROJECT COST: **\$ 29,244,305.07**

ESTIMATED LPA COSTS NOT INCLUDED IN WORK AUTHORIZATION(S): **\$ 1,721,989.30**

MILE 10 PHASE I - LPA PARTICIPATION COSTS	
ESTIMATED CITY OF WESLACO PARTICIPATION COST FOR PHASE I OF THIS PROJECT:	\$ 815,870.76
ESTIMATED COUNTY PARTICIPATION COST FOR PHASE I OF THIS PROJECT:	\$ 815,870.76

Revised by Renee (As per Jacinto's revisions on the ICA) 4/14/20

EXHIBIT C

Jacinto Garza

Subject: FW: Mile 10 AFA approval

----- Forwarded message -----

From: **Lynnette Villarreal** <Lynnette.Villarreal@txdot.gov>

Date: Tue, Feb 4, 2020 at 7:45 AM

Subject: PM ACTION: FRO AFA 0921-02-360 - County of Hidalgo

To: jorge.penal@co.hidalgo.tx.us <jorge.penal@co.hidalgo.tx.us>

Cc: Melba Schaus <Melba.Schaus@txdot.gov>, Norma Garza <Norma.Garza@txdot.gov>, Beethoven Garcia <Beethoven.Garcia@txdot.gov>

Good Morning Mr. Pena,

Per TxDOT's statewide policy, all new AFAs will now be signed through DocuSign by both parties. Attached is the AFA Mile 10 N AFA which has been watermarked with "FOR REVIEW ONLY". The RPIC has the following responsibilities:

1. Print and route copies to the respective Local Government officials for their further processing and inclusion in their commission or council meeting:

- Submit to Auditors or respective Finance Department for approval of payment for Direct State Costs for preliminary engineering (PE).
 - This project's estimated direct state costs for preliminary engineering (PE), environmental document, the Direct State Costs for PE, environmental, utility, and ROW is \$261,000. A check for this amount is due and payable and should be remitted along with the partially executed AFA.
- Add AFA to County of Hidalgo's Board of Director's Agenda
- Request that Resolution be created
- Present AFA with Resolution before County of Hidalgo's Board of Director's meeting for approval

2. Once resolution is approved, RPIC should email pdf of approved resolution and include the full name, title, and email address of person with signature authority to TxDOT PM, and carbon copy Contract Specialists (Lynnette.Villarreal@txdot.gov).

When the resolution is received, TxDOT will do the following:

- Remove the watermark from the AFA
- Incorporate the resolution into the AFA
- Submit the AFA to the person identified with signature authority to DocuSign.
- Add RPIC and PM to receive a copy of the DocuSign document.

If you have any questions in regards to this new process, please feel free to contact me at your earliest convenience.

Thank you,

Lynnette Villarreal

Contract Specialist, Planning

Pharr District

600 W. Interstate 2

Pharr, Texas 78577-6535

O: 956.702.6240

lynnette.villarreal@txdot.gov

Kandyan

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Surface Transportation Block Grant Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Hidalgo**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115291** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widening of Mile 10 N to a 4-lane facility, from Mile 6 to FM 1015**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

Preliminary engineering (schematic, environmental document), ROW acquisition, utilities, final design, plans, specifications and estimates (PS&E), and construction for widening of Mile 10 N to a 4-lane facility, from Mile 6 to FM 1015 as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

Reimbursement of eligible compensable utility costs will be made to the Local Government in an amount not to exceed eighty percent (80%) and the Local Government will be responsible for twenty percent (20%), plus one hundred percent (100%) of cost overruns, as stated in Attachment C.

The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system,

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. **Right of Way and Real Property**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County of Hidalgo ATTN: Judge PO Box 1356 Edinburg, TX 78540	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

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

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

21. Sole Agreement

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

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10 N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local

TxDOT:	
CSJ #	0921-02-360
RCSJ#	0921-02-444
District #	21 – Pharr
Code Chart 64 #	50109
Project Name	Mile 10 N, from Mile 6 to FM 1015

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109	<i>AFA Not Used For Research & Development</i>	
Project Name	Mile 10 N, from Mile 6 to FM 1015		

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for

TxDOT:	
CSJ #	0921-02-360
RCSJ#	0921-02-444
District #	21 – Pharr
Code Chart 64 #	50109
Project Name	Mile 10 N, from Mile 6 to FM 1015

Federal Highway Administration:	
CFDA No.	20.205
CFDA Title	Highway Planning and Construction
AFA Not Used For Research & Development	

all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109	AFA Not Used For Research & Development	
Project Name	Mile 10 N, from Mile 6 to FM 1015		

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

Signature

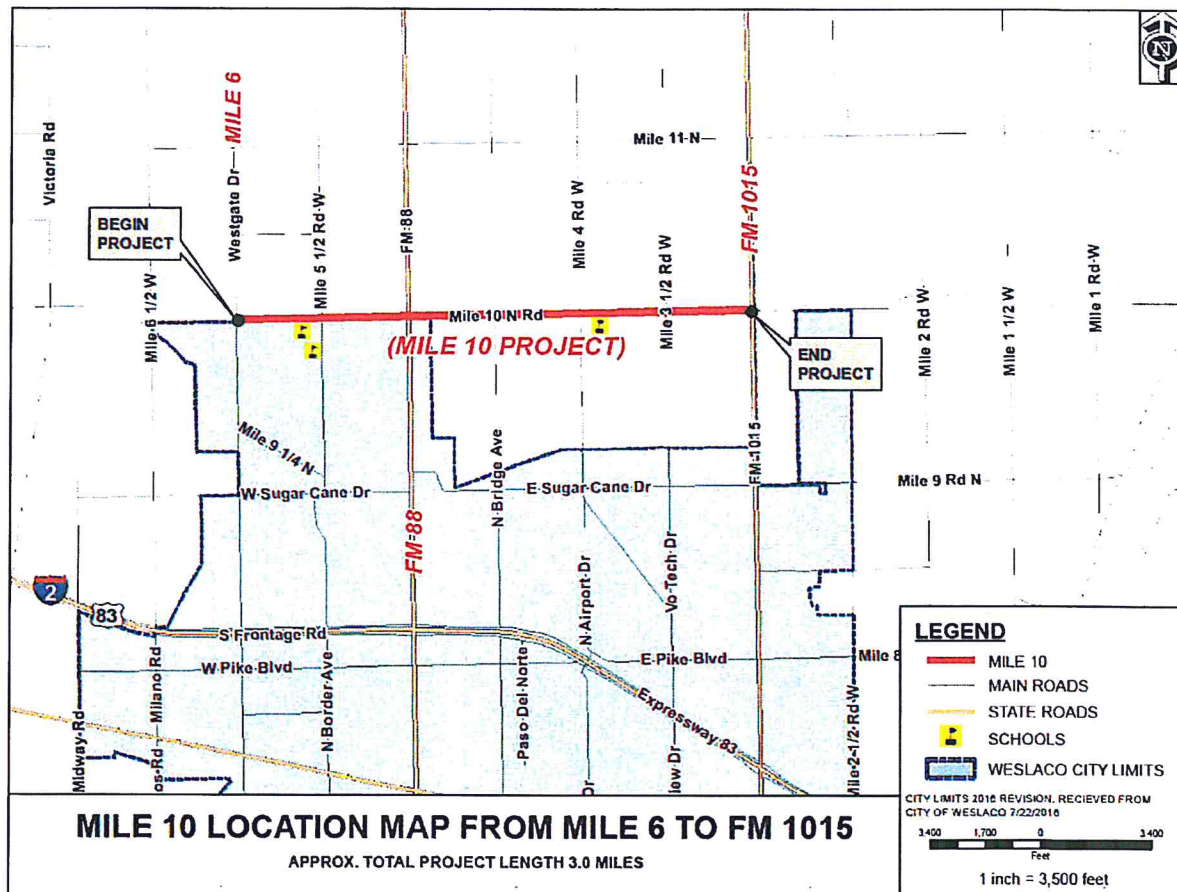
Typed or Printed Name

Typed or Printed Title

Date

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

ATTACHMENT B LOCATION MAP SHOWING PROJECT



TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10N, from Mile 6 to FM 1015	AFA Not Used For Research & Development	

ATTACHMENT C PROJECT BUDGET

The cost for Right-of-Way (ROW), utilities, construction, and construction engineering totals \$16,094,434 which includes a combination of Category 7 (Surface Transportation Block Grant) federal funds, state funds and local funds. Considering a 90% Economically Disadvantaged County Program reduction to the project's construction and construction engineering costs, the federal share is 80%, the state share is 18% and the local government share is 2% for these costs. The Local Government will be responsible for 100% of the preliminary engineering (PE), environmental document, the Direct State Costs for PE, environmental, utility, and ROW, and all project costs exceeding the approved federal and state funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by LG) - Funded 100% by local	\$980,822	0%	\$0	0%	0%	\$0	100%	100%	\$980,822
Environmental (by LG) - Funded 100% by Local	\$259,200	0%	\$0	0%	0%	\$0	100%	100%	\$259,200
Right of Way (by LG) Cat 7	\$1,875,000	80%	\$1,500,000	0%	0.0%	\$0	20%	20%	\$375,000
Utilities (by LG) Cat 7	\$325,000	80%	\$260,000	0%	0.0%	\$0	20%	20%	\$65,000
Construction (by LG) Cat 7	\$12,194,434	80%	\$9,755,547	0%	18%	\$2,194,998	20%	2%	\$243,889
Construction Engineering (by LG) Cat.7	\$1,445,000	80%	\$1,156,000	0%	18%	\$260,100	20%	2%	\$28,900
Subtotal	\$17,079,456		\$12,671,547			\$2,455,098			\$1,952,811
Environmental Direct State Costs	\$55,800	0%	\$0	0%	0%	\$0	100%	100%	\$55,800
Right of Way Direct State Costs (District review and oversight)	\$18,600	0%	\$0	0%	0%	\$0	100%	100%	\$18,600
Engineering Direct State Costs	\$93,000	0%	\$0	0%	0%	\$0	100%	100%	\$93,000
Utility Direct State Costs	\$18,600	0%	\$0	0%	0%	\$0	100%	100%	\$18,600
ROW Direct State Costs (Division review and oversight)	\$75,000	0%	\$0	0%	0%	\$0	0%	100%	\$75,000
Construction Direct State Costs (State review and oversight of Construction Engineering) Cat 7	\$255,000	80%	\$204,000	0%	18%	\$45,900	20%	2%	\$5,100
Indirect State Costs (5.9%)	\$910,335	0%	\$0	100%	100%	\$910,335	0%	0%	\$0
Subtotal	\$1,426,335		\$204,000			\$956,235			\$266,100
TOTAL	\$18,505,791		\$12,875,547			\$3,411,333			\$2,218,911

TxDOT:		Federal Highway Administration:	
CSJ #	0921-02-360	CFDA No.	20.205
RCSJ#	0921-02-444	CFDA Title	Highway Planning and Construction
District #	21 – Pharr		
Code Chart 64 #	50109		
Project Name	Mile 10N, from Mile 6 to FM 1015	<i>AFA Not Used For Research & Development</i>	

Initial payment by the Local Government to the State: \$261,000
 Payment by the Local Government to the State before construction: \$ 5,100
 Estimated total payment by the Local Government to the State: \$266,100

This is an estimate. The final amount of Local Government participation will be based on actual costs.

FOR REVIEW ONLY

EXHIBIT D



600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

December 2, 2019

Honorable David L. Fuentes
Hidalgo County Commissioner, Pct. No. 1
1902 Joe Stephens Ave. Ste 101
Weslaco, TX 78599

RE: **Mile 6 W Rd. (Project #1) Mile 6 W Rd. (Project #2) Mile 10**

From: SH 107	From: Mile 14 ½ N	From: Westgate (Mile 6 W)
To: Mile 14 ½ N	To: Mile 11 N	To: FM 1015
CSJ: 0921-02-286	CSJ: 0921-02-XXX	CSJ: 0921-02-360
MTP: HC-148bba	MTP: HC-148bbb	MTP: HC-264

FM 1015

From: Mile 12 N Rd.
To: SH 107
CSJ: 1228-03-041
MTP: HC-2

FM 88

From: SH 107
To: 0.2 mi N of FM 1925
CSJ: 0698-02-043
MTP: HC-39cb

Dear Commissioner Fuentes:

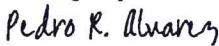
We are in receipt of your letter dated July 15, 2019 concerning the various projects within Precinct 1 listed above. We are in general agreement with funding and general cost breakdowns proposed in your letter and subsequent meeting held on October 28, 2019.

As always, we are committed to our partnership with Hidalgo County and the Hidalgo County Drainage District No. 1 for the development of these projects to provide roadway and drainage improvements to the area. As project development occurs to "Shovel Ready" status, we will work with our partners for the execution of any required agreements.

If you have any questions, please contact our Deputy District Engineer, Mr. Rex A. Costley, P.E. at (956) 702-6137 or rex.costley@txdot.gov.

Sincerely,

DocuSigned by:



EABA335C2DAA48C...
Pedro R. Alvarez, P.E.
Pharr District Engineer

cc: Hon. Richard Cortez, Hidalgo County Judge
Hon. Virginio Gonzalez, Jr., Mayor, City of Edcouch
Hon. David Suarez, Mayor, City of Weslaco
Hon. Alonzo Perez, Mayor, City of Elsa
Mr. Andrew Canon, Director, RGVMPD
Mr. Jacinto Garza, P.E., President, L&G Engineering
Mr. Carlos Peralez, P.E., Project Manager, L&G Engineering
Mr. Rex Costley, TxDOT Pharr, Deputy District Engineer
Ms. Norma Y. Garza, P.E., TxDOT Pharr, APD Director

OUR GOALS

MAINTAIN A SAFE SYSTEM ▪ ADDRESS CONGESTION ▪ CONNECT TEXAS COMMUNITIES ▪ BEST IN CLASS STATE AGENCY

An Equal Opportunity Employer



DAVID L. FUENTES
HIDALGO COUNTY COMMISSIONER PCT. 1
1902 JOE STEPHENS AVE. STE 101
WESLACO, TEXAS 78599
Office: (956) 968-8733 • Fax (956) 969-1417

July 15, 2019

Mr. Pete Alvarez, P.E.
District Engineer
Texas Department of Transportation
600 W. Interstate 2
Pharr, Texas 78577

Mr. Raul Sesin, P.E.
General Manager, HCDD#1
902 N. Doolittle
Edinburg, Texas 78542

RE: <u>Mile 6 W Rd. (Project #1)</u>	<u>Mile 6 W Rd. (Project #2)</u>	<u>Mile 10</u>
From: SH 107	From: Mile 14 ½ N	From: Westgate (Mile 6 W)
To: Mile 14 ½ N	To: Mile 11 N	To: FM 1015
CSJ: 0921-02-286	CSJ: 0921-02-XXX	CSJ: 0921-02-360
MTP: HC-148bba	MTP: HC-148bbb	MTP: HC-264
 <u>FM 1015</u>	 <u>FM 88</u>	
From: Mile 12 N Rd.	From: SH 107	
To: SH 107	To: 0.2 mi. N of FM 1925	
CSJ: 1228-03-041	CSJ: 0698-02-043	
MTP: HC-2	MTP: HC-39cb	

Dear Mr. Alvarez and Mr. Sesin:

As you are aware, the severe flooding that occurred in June 2018 and most recently in June 2019 requires drainage outfall improvements as to avoid any future flooding to our major transportation arterials. The projects listed above are located in Precinct 1 and are at various stages of plan development. The intent of this letter is to describe the proposed partnership that exists between HCMPO, TXDOT, Hidalgo County Pct. #1 and HCDD#1 in order to provide added capacity to these projects as well as improvements to the outfalls.

It is my understanding that HCDD#1 is proposing a 150' ROW template for all outfalls (**Attachment A**), wherever possible. This 150' ROW and associated typical section is required because the future maintenance for these outfalls will be the responsibility of the Drainage District and for the following reasons:

- Safely accommodate HCDD#1 equipment
- To maintain the outfalls in working conditions
- To provide adequate drainage for the roadway

Hidalgo County Pct. #1 continues to advance the status of project development on all projects mentioned above and has secured Federal funds from HCMPO for Construction and ROW costs of Mile 6 Corridor (**Attachment B**) as well as Mile 10 Project. (**Attachment C**)

In order to formalize the cost participation of each entity in the partnerships the following draft participation table has been prepared based on the previous meetings held between TxDOT, HCCD#1 and Hidalgo County.

Mile 6/Mile 10									
	RDWY				OUTFALLS				
	Eng/ROW Services	ROW	Const.	C.E	Eng/ROW Services	ROW	Const.	C.E	Maintenance
Pct. 1	* 100%	20%	** 3%	**3%	100%	N/A	** 3%	**3%	N/A
HCMPO/ TxDOT	N/A	80%	** 97%	**97%	N/A	N/A	**97%	**97 %	N/A
HCDD#1	N/A	N/A	N/A	N/A	N/A	100%	N/A	N/A	100%

* In partnership with City of Weslaco (ONLY MILE 10)

FM 1015 (Attachment D)									
	RDWY				OUTFALLS				
	Eng/ROW Services	ROW	Const.	C.E	Eng/ROW Services	ROW	Const.	C.E	Maintenance
Pct. 1	N/A	**1.5 %	N/A	N/A	100%	N/A	N/A	N/A	N/A
HCMPO/TxDOT	100%	**98.5 %	100%	100%	N/A	N/A	100%	100%	N/A
HCDD#1	N/A	N/A	N/A	N/A	N/A	100%	N/A	N/A	100%

** Based on the approved EDC reduction of 85%

FM 88 (Attachment E)									
	RDWY				OUTFALLS				
	Eng. Services	ROW ***	Const.	C.E.	Eng/ROW Services	ROW	Const.	C.E.	Maintenance
Pct. 1	100%	N/A	N/A	N/A	100%	N/A	N/A	N/A	N/A
HCMPO/ TXDOT	N/A	N/A	100%	100%	N/A	N/A	100%	100%	N/A
HCDD#1	N/A	N/A	N/A	N/A	N/A	100%	N/A	N/A	100%

*** No additional ROW is proposed

We are looking forward to your concurrence and/or any comments so that we may move forward to get these roadway projects "Shovel Ready". I am respectfully requesting that final decisions be made and agreements be executed so these important added capacity and drainage improvement projects can continue to advance towards construction. If I can provide further information please advise.

Sincerely,

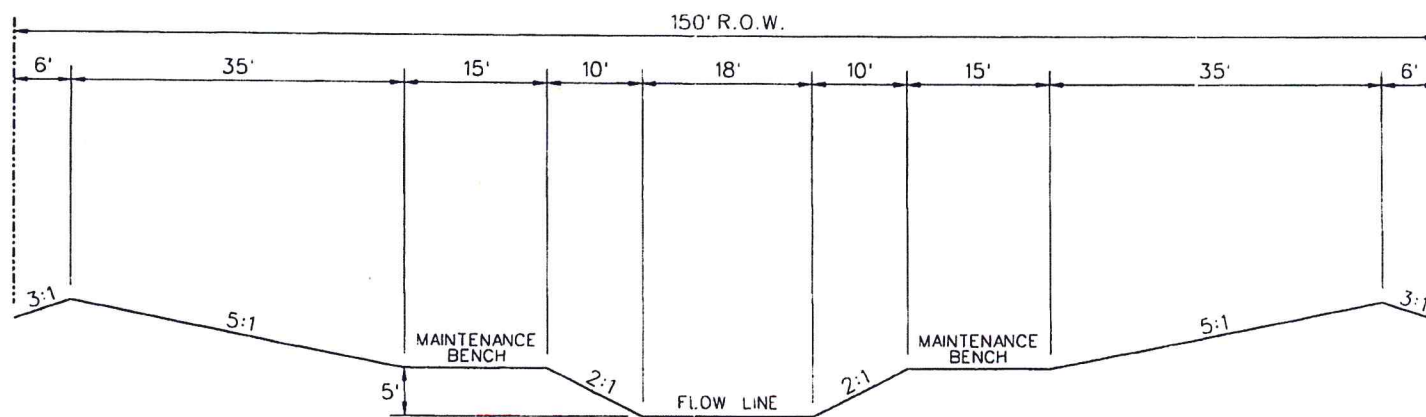


David L. Fuentes
Commissioner, Hidalgo County Pct. No. 1

Attachments

cc: Hon. Richard Cortez, Hidalgo County Judge
Hon. Virginio Gonzalez, Jr., Mayor, City of Edcouch
Hon. David Suarez, Mayor, City of Weslaco
Hon. Alonzo Perez, Mayor, City of Elsa
Andrew Canon, Director, HCMPO
Jacinto Garza, P.E., President, L&G Engineering
Carlos Perez, P.E., Project Manager, L&G Engineering

Attachment A

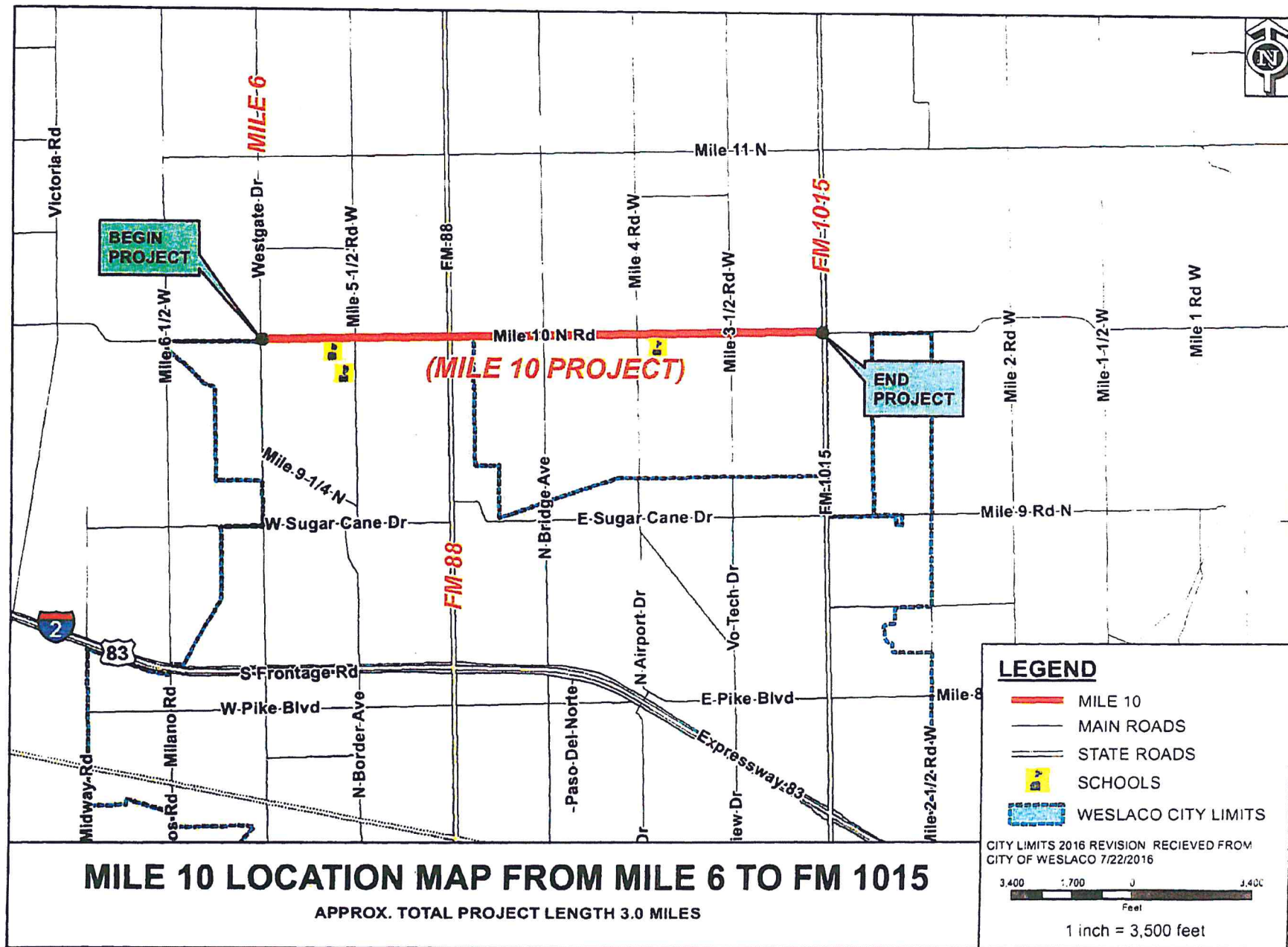


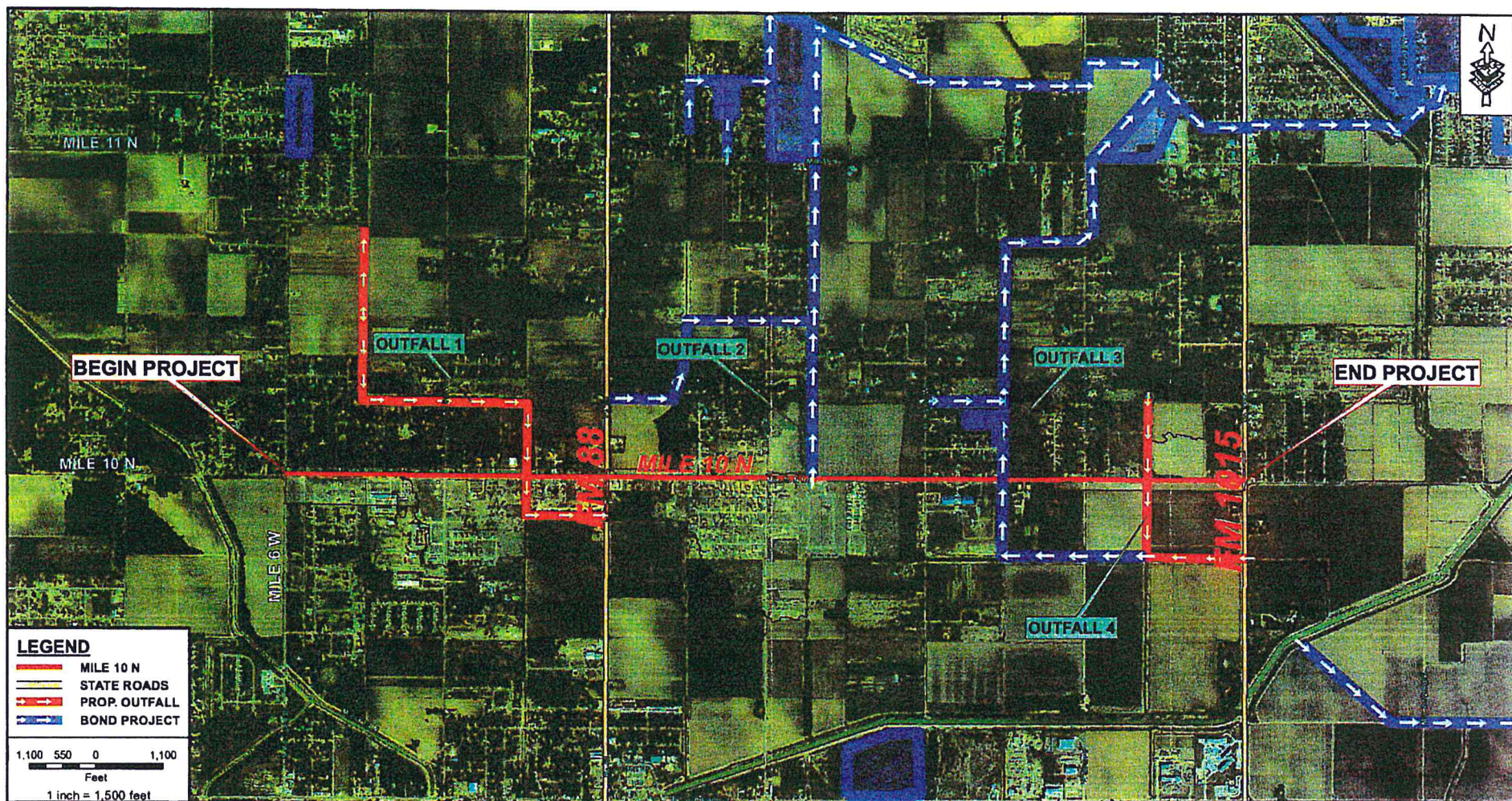
N.T.S.

**PROPOSED 150' R.O.W.
DITCH CROSS SECTION**



Attachment C





MILE 10 N LOCATION MAP PROPOSED OUTFALL IMPROVEMENTS





Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3254	
From:			
Subject: Discussion and consideration to review status report of FY 2019-2020 Street Improvement Project List and approval of any possible changes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo		Created/Initiated	
Pete Garcia		Approved	
Mike Perez		New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: PROPOSED STREET IMPROVEMENT PROJECTS LISTING FOR FY 19.20, Paving Exhibit			
Responsibilities upon Approval:			

CITY OF WESLACO
PUBLIC WORKS DEPARTMENT
 PROPOSED STREET IMPROVEMENT PROJECTS LISTING FOR FY 2019/2020

Estimated Re-Construction/Overlay Cost

	Street	From	To	Type of Repair	Linear Miles	Sq. Ft.	Hot Mix (Tons)	Cost \$63.78	Caliche (Tons)	Cost \$13.00	MC30 Oil (Gal)	Cost \$5.25	Total Cost	Date of Completion
1	Texas Blvd. (Alleyways)	E. 2nd St.	E. 6th St.	Reconstruction	0.30	22,120	307	\$ 19,580.46	311	\$ 4,043.00	332	\$ 1,743.00	\$ 25,366.46	10/23/2019
2	Texas Blvd. (Alleyways)*	W. 2nd St.	W. 6th St.	Reconstruction	0.26	19,320	207	\$ 13,202.46	209	\$ 2,717.00	224	\$ 1,176.00	\$ 17,095.46	1/23/2020
3	Los Torritos St.	Texas Blvd.	Illinois Ave.	Reconstruction	0.12	21,350	297	\$ 18,942.66	599	\$ 7,787.00	214	\$ 1,123.50	\$ 27,853.16	3/11/2020
	Los Torritos St.- SECTION B	Illinois Ave.	Iowa Ave.	Reconstruction	0.07	12,960	180	\$ 11,480.40	364	\$ 4,732.00	130	\$ 682.50	\$ 16,894.90	3/11/2020
4	Pike Blvd.	Airport Dr.	Old Chamber Building	Reconstruction	0.05	10,140	141	\$ 8,992.98	284	\$ 3,692.00	101	\$ 530.25	\$ 13,215.23	2/24/2020
5	2nd Street	Airport Dr.	Padre Ave.	Overlay	0.18	36,100	501	\$ 31,953.78	0	\$ -	361	\$ 1,895.25	\$ 33,849.03	
6	2nd Street	Padre Ave.	Paseo Del Norte	Overlay	0.31	25,900	360	\$ 22,960.80	0	\$ -	259	\$ 1,359.75	\$ 24,320.55	
7	Iowa Ave.	8th St.	City Cemetery	Overlay	0.12	17,640	245	\$ 15,626.10	0	\$ -	176	\$ 924.00	\$ 16,550.10	3/19/2020
8	Huisache Ave.	Illinois Ave.	Iowa Ave.	Overlay	0.07	4,900	68	\$ 4,337.04	0	\$ -	49	\$ 257.25	\$ 4,594.29	3/19/2020
9	Louisiana Ave.	6th St.	7th St.	Reconstruction	0.12	17,220	239	\$ 15,243.42	483	\$ 6,279.00	172	\$ 903.00	\$ 22,425.42	4/15/2020
10	Republic St.	Pike Blvd.	Frontage Rd.	Overlay	0.18	35,335	491	\$ 31,315.98	0	\$ -	353	\$ 1,853.25	\$ 33,169.23	3/26/2020
11	Frost Proof Dr.	Texas Blvd.	Oklahoma Ave.	Reconstruction	0.24	35,980	500	\$ 31,890.00	1009	\$ 13,117.00	360	\$ 1,890.00	\$ 46,897.00	
12	Clifton St.	Padre Ave.	Nevada Ave.	Reconstruction	0.05	7,560	105	\$ 6,696.90	212	\$ 2,756.00	76	\$ 399.00	\$ 9,851.90	3/24/2020
13	Meadow Wood Dr.	Spicewood	Woodland	Overlay	0.11	16,800	233	\$ 14,860.74	0	\$ -	168	\$ 882.00	\$ 15,742.74	
14	Tanglewood Dr.	Spicewood	Woodland	Overlay	0.11	22,800	317	\$ 20,218.26	0	\$ -	228	\$ 1,197.00	\$ 21,415.26	
15	Vo-Tech	Sugarcane Dr.	Sugar Sweet	Reconstruction	0.24	48,450	673	\$ 42,923.94	906	\$ 11,778.00	485	\$ 2,546.25	\$ 57,248.19	
18	Vo-Tech	Joe Stephens Ave.	Pike Blvd.	Reconstruction	0.48	95,950	1333	\$ 85,018.74	2692	\$ 34,996.00	960	\$ 5,040.00	\$ 125,054.74	
19	Joe Stephens Ave.	Sugarcane Dr.	Vo-Tech Dr.	Overlay	0.88	176,206	2447	\$ 156,069.66	0	\$ -	1762	\$ 9,250.50	\$ 165,320.16	
20	Tierra Santa St.**	Texas Blvd.	Tierra Santa Gate Entrance	Reconstruction	0.03	9,632	134	\$ 8,546.52	0	\$ -	96	\$ 504.00	\$ 9,050.52	
21	Mile 2 1/2 West***	Frontage Rd.	Railroad Tracks	Reconstruction	0.26	29,920	416	\$ 26,532.48	420	\$ 5,460.00	449	\$ 2,357.25	\$ 34,349.73	
TOTALS:					4.18	666,283	9,194	\$ 586,393.32	7,489	\$ 97,357.00	6,955	\$ 36,513.75	\$ 720,264.07	

GRAND TOTAL: \$ 720,264.07

*Texas Blvd. (Alleyway) from W. 4th St. to W. 5th St. funded by EDC

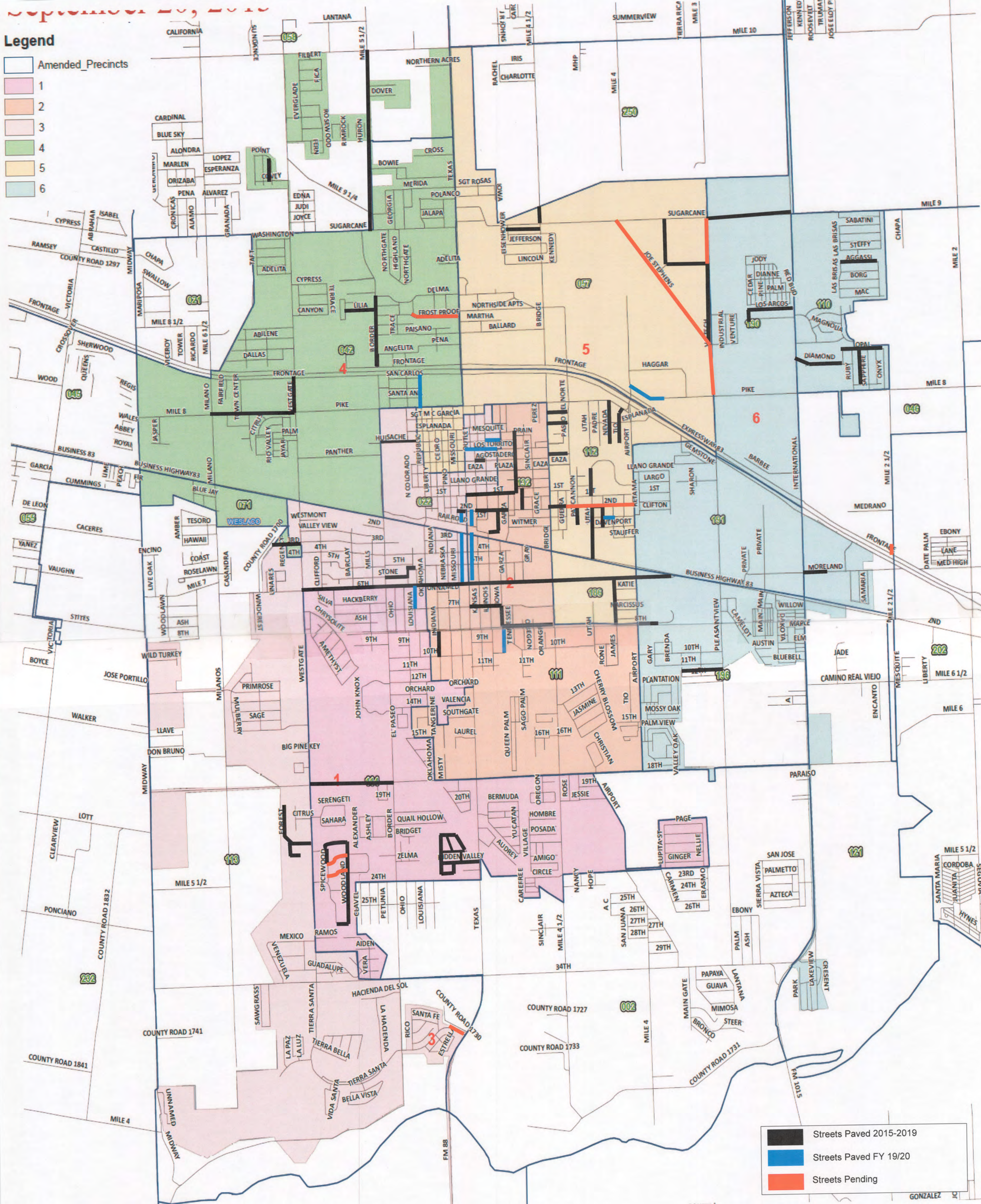
**Tierra Santa St.: Cost for reconstruction of two sections of street

***Mile 2 1/2 West is 50% owned by City of Mercedes

***** Currently working on project

Legend

- Amended_Precincts
- 1
- 2
- 3
- 4
- 5
- 6



- Streets Paved 2015-2019
- Streets Paved FY 19/20
- Streets Pending



Standardized Agenda Request Form

Date of Meeting: May 5, 2020		Agenda Item No. (to be assigned by CSO): 2020-3259	
From:			
Subject: Discussion and approval to negotiate a contract with the lowest and most advantageous vendor to RFB #2019-20-01 Weslaco North Side Sports Complex and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: Staff is requesting approval to negotiate an agreement with the lowest and most advantageous vendor to RFB #2019-20-01 North Side Sports Complex. As authorized, staff advertised the RFB for 30 consecutive days and receive seven (7) responses. All responses were above the project budget of \$1,400,000.00. Staff is requesting to negotiate with GIGNAC Architects and the lowest vendor to review the Scope of Work for cost savings, owner-provided items and reduction of Scope to determine a Best and Final Offer.			
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 bids have not gone before the Parks & Recreation Advisory Board.			
Molly Vallejo		Created/Initiated	
Andrew Muñoz		Approved	
Andrew Muñoz		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Bid Sheet			
Responsibilities upon Approval:			



18.51 Weslaco North Side Park

TUESDAY, APRIL 28, 2020 10:00 AM
C.S.T.GIGNAC
ARCHITECTS
ARCHITECTURE CONSTRUCTION MANAGEMENT

GENERAL CONTRACTOR	D Wilson Construction Company	Holchemont	Gomez Construction, Inc.	RG Enterprises (G&G Contractors)	Tri-Gen	E-Con	NM Contracting
Bid Bond	✓	✓	✓	✓	✓	✓	✓
BASE BID	\$2,086,000	\$2,649,000	\$2,373,429	\$2,516,032	\$2,189,000	\$2,300,000	\$2,073,500
<u>CALENDAR DAYS</u> to complete BASE BID	183	150	250	270	240	280	210
ALTERNATE 1	\$204,000	\$306,000	\$237,260	\$210,675	\$230,000	\$211,000	\$247,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 1							
ALTERNATE 2	\$307,000	\$302,000	\$300,967.83	\$265,789	\$204,285	\$305,000	\$273,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 2							
ALTERNATE 3	\$40,000	\$42,000	\$32,087.41	\$134,111	\$38,300	\$30,000	\$41,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 3							
ALTERNATE 4	\$23,000	\$21,000	\$65,552.87	\$41,470	\$30,950	\$12,000	\$104,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 4							
ALTERNATE 5	\$8,000	\$10,000	\$16,360.30	\$9,826	\$44,600	\$5,000	\$31,500
<u>CALENDAR DAYS</u> to complete ALTERNATE 5							
ALTERNATE 6	\$504,000	\$504,000	\$684,903.16	\$470,400	\$489,000	\$690,000	\$501,500
<u>CALENDAR DAYS</u> to complete ALTERNATE 6							
ALTERNATE 7	\$68,000	\$35,000	\$72,011.27	\$64,337	\$90,000	\$60,000	\$67,000
<u>CALENDAR DAYS</u> to complete ALTERNATE 7							
* Notes provided by Bidder							
TOTAL	\$3,240,000	\$3,869,000	\$3,782,572	\$3,712,640	\$3,316,135	\$3,613,000	\$3,338,500
Addenda							
1	✓	✓	✓	✓	✓	✓	✓
2	✓	✓	✓	✓	✓	✓	✓
3	✓	✓	✓	✓	✓	✓	✓
4	✓	✓	✓	✓	✓	✓	✓
5	✓	✓	✓	✓	✓	✓	✓