



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 2, 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, June 2, 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.

Telephonic conferencing capabilities will be utilized to allow member of the public to participate remotely via Toll Free Dial In Number: 1-888-788-0099; Meeting ID: 842 2061 2755.

Members of the public who wish to participate in Public Comment on an agenda item must send their name, address and phone number via email to nacantu@weslacotx.gov by 12:00 pm on June 02, 2020. A staff member will contact you with instructions via phone call to address your public comment.

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 of the Minutes of the Regular Meeting on:

- 1.) February 04, 2020;
- 2.) May 05, 2020; and
- 3.) May 19, 2020. (Staffed by City Secretary Department.)

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

- 1) 1) Approve Ordinance 2020-11 to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams 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 May 19, 2020; staffed by Planning and Code Enforcement Department.)
- 2) 1) Approve Ordinance 2020-12 to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. (First reading held May 19, 2020; staffed by Planning and Code Enforcement Department.)

C. Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Robert Gardner for Hanger W14 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant John Shane Cameron for Hangar W14 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

D. Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Clifford Robert Gardner, Jr. for Hanger W16 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Royce Kelly Norman for Hangar W16 and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment

E. Approval of Grant Resolution 2020-21 and authorize for the application to the Criminal Justice Division Coronavirus Emergency Supplemental Funding (CESF) Program Grant 4143201 in an amount not to exceed \$600,000.00 with NO MATCH REQUIRED and NO REOCCURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment

F. Approval to replace end of life of Self Contained Breathing Apparatus (SCBA) equipment, item was budgeted under 2019-2020 budget and authorize the Mayor to execute any related documents. (Staffed by Fire Department.) Attachment

- G. Authorize Staff to submit an application to the SAFER Program Grant requesting two positions in an amount not to exceed \$290,754.00 with NO MATCH REQUIRED and NO REOCCURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)
- H. Authorize staff to solicit proposals from qualified insurance carriers for Group Health Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)
- I. Authorize staff to solicit proposals from qualified insurance carriers for Supplemental Insurance including 125 Cafeteria plan (short/long term disability, vision, and cancer, accident, hospital indemnity, critical illness, with inclusion of flexible spending account, dental & basic life & AD&D) for the City of Weslaco employees at no cost to the City and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)
- J. Authorize staff to solicit proposals from qualified insurance carriers for Basic Life and AD&D and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)
- K. Authorize staff to solicit proposals for an Employee Assistance Program and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.) Attachment
- L. Approval of the Lease Agreements with the Weslaco Youth Football League to host the Summer and Fall Youth Flag Football Season at Harlon Block Sports Complex open area and Isaac Rodriguez Park authorize the Mayor to execute any related documents. (Staffed by Parks Department.) Attachment

IV. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2020-22 appointing one member to an expired term on the Weslaco Mid Valley Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment

V. NEW BUSINESS

- A. Discussion and consideration on a request for funding assistance from Dice Productions for Weslaco Movies at the Park in the amount of \$1,861.38 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department) Attachment
- B. Discussion and consideration on Ordinance 2020-13 amending Ordinance 2020-02 to postpone Special Election of May 2, 2020 and move to General Election on November 03, 2020 and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-13. Possible action. (Staffed by City Secretary Department.) Attachment
- C. Discussion and consideration to award lowest bid to Stewart and Stevenson at a cost not to exceed \$20,054.85 for the refurbishment and repair of generator located at North Waste Water Treatment Plant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment
- D. Discussion and consideration to accept financing acquisition proposal from BCI Capital, Inc. for the Brush program - Capital Equipment utilizing capital lease proceeds in the amount of \$570,485 and amending the budget by approving Ordinance 2020-14 in same amount and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-14. Possible action. (Staffed by Finance Department.) Attachment
- E. Discussion and consideration to maintain the drain ditch located on Mira Vista 2 Subdivision outside of city limits for approximately 600 LF and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment
- F. Discussion and consideration of an Interlocal Agreement between Hidalgo County Precinct No. 1 and the City of Weslaco to pave the proposed walking trail located at the Northside Sports Park Complex and authorize the Mayor to executive any related documents. Possible action. (Staffed by Engineering Department.) Attachment
- G. Discussion and consideration of an Interlocal Agreement with the City of Mercedes to reconstruct and pave Mile 2 1/2 West Rd between I.H.-2 Eastbound Frontage Rd and US Business 83 and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment
- H. Discussion and consideration of an Interlocal Agreement between City of Weslaco and Hidalgo County Precinct #1 on the proposed paving of Mile 5 North from Border Ave to the western city limit and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.) Attachment

- I. Discussion and consideration to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Jeremy Reily for Hanger B, E27 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Royce Kelly Norman for Hangar B, E27 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.) Attachment
- J. Discussion and consideration on the purchase of a Data Backup Appliance to protect city's data for an amount of \$46,888.95 approved for FY 2019-2020 Capital Outlay expenditures through Insight Pubic Sector with Texas DIR Contract # DIR-TSO-3763 and authorize the Mayor to execute any related documents. Possible action. (Staff by I.T. Department.) Attachment
- K. Discussion and consideration to authorize solicitation for Request for Proposal (RFP) from prospective vendors to provide lease of copiers services for city departments and authorize the Mayor to execute any related documents. Possible action. (Staffed by I.T. Department.) Attachment

VI. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Personnel - Discussion on performance of Interim City Secretary Norma A. Cantu as authorized by section §551.074 of the Texas Government Code.

- C. 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 section §551.071 of the Texas Government Code.
- D. 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 section §551.072 of the Texas Local Government Code.
- E. Real Property - Discussion of possible purchase of property located at 501 S. Kansas Avenue as authorized by §551.072 of the Texas Government Code.
- F. Real Property - Discussion of property regarding Texas Department of Transportation - Potential Sale of State Owned Property - SWC of IH 2 & Airport Blvd., Weslaco, Texas as authorized by section §551.072 of the Texas Government Code.
- G. Real Property - Discussion of property regarding Texas Department of Transportation - Potential Sale of State Owned Property - NEC of IH 2 & Airport Blvd., Weslaco, Texas as authorized by section §551.072 of the Texas Government Code.
- H. Economic Development Corporation - Discussion of funding of Weslaco EDC Economic Recovery Plan as authorized by §551.087 of the Texas Government Code.
- I. Legal Consultation - Consultation with City Attorney regarding Felix Sanchez as authorized by §551.071 of the Texas Government Code.
- J. Legal Consultation - Consultation with City Attorney regarding Steven Sosa as authorized by §551.071 of the Texas Government Code.
- K. Economic Development – Consultation with City Attorney regarding Economic Development incentive programs related to Project Ahmed as authorized by §551.087 of the Texas Government Code.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

VIII. ADJOURNMENT

I hereby certify this **Notice of a Regular Meeting of the Weslaco City Commission** was posted in accordance with the Open Meetings Act on the outside bulletin board at City Hall of the City of Weslaco, located at the 255 South Kansas Avenue entrance, visible and accessible to the general public during and after regular working hours. This notice was posted on this 29th 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 Department at (956) 968-3181, Ext. 1001 prior to the meeting date.

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

Removed from Bulletin Board

Date:

Initials:



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3214	
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 Timothy Aguiar from Open Door 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: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3219	
From:			
Subject: Approval of the Minutes of the Regular Meeting on: 1.) February 04, 2020; 2.) May 05, 2020; and 3.) May 19, 2020. (Staffed by City Secretary Department.)			
Background: Record of commission action for regular meetings on February 04, 2020, May 05, 2020 and May 19, 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: Approve.			
Staff Recommendation: Approve.			
Attachments, if any: 200204 MINUTES, 20-05-19 minutes, 20-05-5 minutes			
Responsibilities upon Approval:			



**MINUTES
REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 4, 2020**

On Tuesday, February 4, 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	J.P. Rodriguez
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
	Commissioner	Josh Pedraza
ABSENT:	None.	
STAFF:	City Manager	Mike Perez
	City Secretary	Myra L. Ayala Garza
	City Attorney	Juan E. Gonzalez

Also present: Andrew Munoz, Asst. City Manager/Airport Director, Aida Vega, Deputy City Secretary; Vidal Roman, Finance Director, Omar Rodriguez, Parks and Recreation Director, Jose Martin Vela, Information Technology Director; Joel Rivera, Police Chief, Antonio Lopez, Fire Chief, Veronica Ramirez, HR Director; Pete Garcia, Public Works Director; Arnold Becho, Library Director; Rebekah de la Fuente, Planning and Code Enforcement Director, Rosa Huerta, Court Coordinator 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, January 31, 2020.

B. Invocation.

Pastor Robin Wiley, First Baptist Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

Mayor Suarez proclaimed February 2020 as Young Hearts Matter Teen Dating Violence Prevention Month.

D. Roll Call.

Myra L. Ayala, City Secretary, called the roll, noting a quorum present.

II. PUBLIC COMMENT

Rebekah De La Fuente reported on the Census Art Competition that began January 27 - February 3, 2020 by 17 schools in which they received 106,000 views on Facebook. The top four (4) schools were: First place: Sam Houston Elementary; second place: Antonio Rico Elementary; third place: IDEA Weslaco; and fourth place: Cleckler-Health Elementary. She also thanked McCoy's Building Supply and Lowe's for donating items for the art competition.

John D. Pena, WFFA President, is opposing of proposed agreement (Old Business item B) to provide transfers to Micro Valley Baptist Hospital. There's shortage of manpower and feels this item should be tabled.

Julian Ann Valdez Perez spoke on Old business D and New Business item F and strongly believes of two term limits to hold elected officials accountable.

Edward Mejia spoke about serving on community boards and excessive board members missing meetings. He is also in favor of term limits and the hybrid system.

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 2019-50 to convert the 1/2 of a twenty (20) foot alley running between Lots 1-20, Block 4, Gonzalez Addition into a utility easement and authorize the Mayor to execute any related documents. (First reading held January 21, 2020; staffed by Planning and Code Enforcement Department.)

2) Approval on Ordinance 2020-01 amending Ordinance 2016-03 the Equipment Replacement Fund Section One 50-80(c) and authorize the Mayor to execute any related documents. (First reading held January 21, 2020; staffed by City Manager.)

B. Approval of a request by Valley Nature Center to utilize Gibson Park parking lot on April 18, 2020 from 8 a.m. – 10 p.m. for the 6th Annual Spring Feast, waive any fees that may

be associated with the event and authorize the Mayor to execute any related documents. (Requested by Valley Nature Center.)

C. Approval of the renewal of the lease agreement with Weslaco Little League for use of Isaac Rodriguez Park Multi-Purpose Field and Minor Field and Concession Stands and Harlon Block/Sports Complex Field #1, Field #2, Field #3 and the Concession Stands effective February 1, 2020 through July 7, 2020 and authorize the Mayor to execute any related documents. (Requested by Weslaco Little League.)

D. Approval on renewal of the Facility License Agreement with Weslaco Softball Baseball for use of the Softball/Baseball Field 1, 2 and 3 and Concession Stand at Mayor Pablo G. Peña City Park effective February 1, 2020 through July 7, 2020 and authorize the Mayor to execute any related documents. (Requested by Weslaco Softball Baseball.)

E. Approval on renewal of License Agreement for Annual “Movies at the Park” at Mayor Pablo G. Peña City Park located at 300 N. Airport Drive for the 2020 season and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

F. Approval on renewal of the lease agreement with I Theatre, Inc. for the use of the Tower Theatre and Tower House effective January 1, 2020 - December 31, 2020 and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

G. Approval on renewal of the lease agreement with Mid Valley Youth Soccer League for use of Pablo G. Peña City Park soccer fields and authorize the Mayor to execute any related documents. (Staffed by Parks and Recreation Department.)

H. Approval on request from the Boys & Girls Club of Weslaco, Inc. to use Mayor Pablo Peña Park Baseball/Softball Complex for programs beginning July 8, 2020 through November 30, 2020 and authorize the Mayor to execute any related documents. (Staffed by Parks & Recreation Department.)

I. Approval of Resolution 2020-03 authorizing the submittal of FY2020/2021 Solid Waste Grant Application to the Lower Rio Grande Valley Development Council in the amount of \$25,000.00 for the City of Weslaco Recycle Center, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Public Works.)

J. Approval of Resolution 2020-04 authorizing designated individuals as signatories on certain legal financial documents with Lone Star National Bank for the \$240,000 Marion Booth Endowment Certificate of Deposit and authorize the Mayor to execute any related documents. (Staffed by Finance Department.)

K. Approval of Memorandum of Understanding (MOU) with South Texas College for implementation of Continuing Education opportunities through the Learner Web Program and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

L. Approval of an Interlocal Cooperation Agreement with the County of Hidalgo for participation within the Hidalgo County Library System and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)

M. Authorization to enter into a Memorandum of Understanding (MOU) between Weslaco Police Department (WPD) and the U. S. Department of Justice, Drug Enforcement Administration (DEA) regarding License Plate Reader Information and authorize Mayor to execute any related documents. (Staffed by Police Department.)

N. Approval of Resolution 2020-05 authorizing the submission to Office of the Governor's State Homeland Security Program-LETPA Projects (SHSP-L) Grant application in an amount not to exceed \$250,000 with NO MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute and sign any related documents. (Staffed by Police Department.)

O. Authorization of Resolution 2020-06 authorizing the submission to the Office of the Governor's State Homeland Security Program-Regular Projects (SHSP-R) Grant application in an amount not to exceed \$150,000 with NO MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

P. Authorization of Resolution 2020-07 authorizing the submission to the Office of the Governor's Violence Against Women Justice and Training Program Grant application in an amount not to exceed \$30,000 with 30% MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

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

IV. OLD BUSINESS

A. Discussion and clarification of the Utility Policy Ordinance as codified under Article II Section 4 (5) (d) Utility Reimbursement Agreement Filing Deadline for Saltillo Plaza Subdivision and authorize the Mayor to execute any related documents. Possible action. (This item was tabled January 21, 2020; staffed by Planning and Code Enforcement Department.)

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

Juan E. Gonzalez, City Attorney, stated that reimbursement was not made on a timely manner by Saltillo Plaza, therefore he recommends denial of reimbursement.

Mayor Pro Tem Lopez, seconded by Commissioner Farias moved to deny reimbursement request as discussed. The motion carried; Commission Muñoz abstaining; Mayor Suarez was present and voting.

B. Discussion and consideration on Ambulance Services Agreement between City of Weslaco and VHS Harlingen Hospital Company, LLC dba Valley Baptist Micro-Hospital Weslaco for ambulance transportation services and authorize the Mayor to execute any related documents. Possible action. (This item was tabled January 21, 2020; staffed by Fire Department.)

Commissioner Kerr, seconded by Commissioner Pedraza, moved to remove the item off the table. The motion carried unanimously; Mayor Suarez was present and voting.

City Manager recommended to reject the item.

Commissioner Muñoz, seconded by Commissioner Kerr moved to deny this item as discussed. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to select a firm from the Request for Qualifications #2019-20-07 for Architectural / Engineering Design Services for a New Fire Station and Police Station with Municipal / Judicial Court and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)

Andrew reported that seven (7) firms (Milnet, Boultinghouse, Martinez, Gignac, Alvarado, The Warren Group and ERO) have been selected to be interviewed for Architectural / Engineering Design Services for the New Fire Station and Police Station with Municipal / Judicial Court.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to approve the final list of seven (7) firms for interviews for the Architectural/Engineering Design Services as discussed. The motion carried; Commissioner Muñoz abstained; Mayor Suarez was present and voting.

D. Discussion and consideration on Ordinance 2020-02 to order a Special Municipal election for May 02, 2020 for charter amendments and authorize the Mayor to execute any related documents. Possible action. (First reading held January 28, 2020; staffed by City Secretary Department.)

Juan E. Gonzalez, City Attorney, gave a brief review of the proposed propositions and recommended that each proposition be voted on separately.

Proposition A: shall be from four (4) Single Member Districts and two (2) At-Large Members.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez moved to approve Proposition A as discussed. The motion carried unanimously; Mayor Suarez was present and voting.

Proposition B: shall hold office for a period of four (4) / extend terms from 3 to 4 years.

Commissioner Kerr, seconded by Commissioner Farias moved to approve Proposition B as discussed. The motion carried unanimously; Mayor Suarez was present and voting.

Proposition C: shall not serve more than twelve (12) consecutive years.

Commissioner Muñoz, seconded by Commissioner Kerr moved to approve Proposition C as discussed. The motion carried; Mayor Pro Tem Lopez opposed; Mayor Suarez was present and voting.

V. NEW BUSINESS

A. Discussion and consideration to accept the most advantageous bidder, Insight Public Sector, as the vendor for Basic Network Maintenance and Equipment Services submitted in response to the Library's Request for Proposal within the E-Rate Year 23 cycle and authorize the Mayor to execute any related documents. Possible action. (Staffed by Library Department.)

Martin Mata, Asst. Library Director, stated the Library participates in the E-Rate program which provides an approximately 80% discount for various technology services and equipment. Staff recommends selecting Insight Public Sector as the most advantageous bidder with 80% E-rate discount with total cost of \$17,381.00.

Commissioner Kerr, seconded by Commissioner Muñoz moved to approve the most advantageous bidder Insight Public Sector as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and acceptance of a \$158,500 grant from the Texas Emergency Medical Task Force (EMTF) for the purchase of equipment for the EMTF-11 Multi Patient Vehicle-MPV 11-01 Weslaco Ambulance Bus (AmBus) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Fire Department.)

Antonio Lopez, Fire Chief, stated Fire Department was awarded \$158,500 grant from the State of Texas for the purchase of equipment for the AmBus.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to approve acceptance of grant from Texas Emergency Medical Task Force (EMTF) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to enter into a Development Agreement between the City of Weslaco and Dreamland Estates, LLC for Citrus 674 Subdivision Drainage Detention Area maintenance, the establishment of a Home Owners Association (HOA) and the assessment of a monthly maintenance fee from the property owners as part of their utility bill and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement.)

Rebekah De La Fuente, Planning Director, stated the developer requested to dedicate the drainage areas to the City and require property owners of this development to pay a monthly fee as part of their utility bill for the maintenance of the area. In order to do this, a monthly fee development agreement must be in place. The proposed agreement will require the property owners pay 0.0125 per square foot as part of their monthly utility bill. City Attorney has approved the agreement. Staff is recommending approval.

Commissioner Pedraza, seconded by Commissioner Muñoz moved to approve the Development Agreement between the City of Weslaco and Dreamland Estates, LLC as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration to extend the collection agency (American Financial Bureau) contract for delinquent municipal accounts for another year or give authorization to staff to solicit Request for Qualifications for Fines and Fees Collection Services of delinquent municipal accounts, authorize a budget amendment as needed, and authorize the Mayor to execute any related documents. Possible action. (Staffed by Municipal Court.)

Mike R. Perez, City Manager, is recommending that the contract with American Financial Bureau be extended for an additional year.

Commissioner Pedraza, seconded by Commissioner Muñoz moved to approve to extend the collection agency (American Financial Bureau) contract as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration to approve Proposal PSF20-013-00 from Raba Kistner Environmental, Inc. in the amount not to exceed \$190,800.00 for the four-year Landfill Post Closure Care Monitoring as stated on RFQ 2019-20-05 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Kerr, seconded by Commissioner Pedraza moved to table Proposal PSF20-013-00 Landfill Post Closure Care Monitoring as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration on Notice and Order of a Special Election held to be held May 2, 2020 for charter amendments and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Secretary Department.)

Myra Ayala-Garza, City Secretary explained second reading on the ordinance is part of process to continue with Special Election for Charter Amendments on May 2, 2020.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to approve Special Election for May 2, 2020 for Charter Amendments as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. REPORTS

A. Report by Weslaco Chamber of Commerce.

Barbara Jean Garza, President/CEO Area Chamber of Commerce, reported on advertising for January highlighting Winter Texans; they've seen a high volume of winter Texans visiting the Chamber. Currently working on the Onion Fest, nominations for Keep Weslaco Beautiful and a Youth Ambassador program. Continue leasing the facilities for various events.

B. Report by Economic Development Corporation of Weslaco.

Marie McDermott EDC Executive Director, reported on approval of Project Dock incentives; the fan tour event; consultant visited the RGV and toured Kapal Cabinets and HEB Distribution Center; Held the Alfresco event on January 15th with the last one will be held on February 20, 2020.

C. Report by Inframark.

George Quintana, Inframark, reported for the water treatment plant 173 million gallons of water treated with daily average of 5.5 mg; North wastewater plant 62.75-million-gallon water treated with daily average 2.02 mg no violations; South Wastewater Plant treated 44.92 million gallons of water with daily average 1.55 mg without any major issues; lift station 3 located on Tula Ave & Stone Street required discharge line replacement. Introduced new regional manager Ryan Quigley.

D. Report by Public Works.

Pete Garcia reported on the ongoing drainage ditch maintenance cleaning and mowing; the second RDF project is underway on south cemetery; streets finished paving at Kenos café between railroad and 2nd Street. Overlayed taxiways at Mid Valley Airport; contracted to assist with curb and gutter at Merida & Austin; pending paving at Isaac Rodriguez park and crossings at Merida & Austin.

VII. EXECUTIVE SESSION

At 6:48 p.m Commissioner Muñoz, seconded by Commissioner Pedraza, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 8:35 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 §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 §551.071 of the Texas Government Code.

Commissioner Kerr, seconded by Commissioner Pedraza moved to authorize City Manager and City Attorney to proceed as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

C. Consultation – Seek City Attorney opinion on arbitration proceedings by the Weslaco Firefighters Association (IAFF-WFFA Local 3207) as authorized by §551.071 of the Texas Government Code.

No action.

D. Legal Consultation - Consultation with City Attorney regarding the Weslaco Firefighter's Association violation of Collective Bargaining Contract as authorized by §551.071 of the Texas Government Code.

No action.

E. Legal Consultation - Consultation with City Attorney regarding Justin Becerra as authorized by §551.071 of the Texas Government Code.

Commissioner Rodriguez abstained from discussion.

There was no action.

F. Economic Development – Consultation with City Attorney regarding Economic Development incentive program related to Project Dock as authorized by §551.087 of the Texas Government Code.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize to approve incentive program for Project Dock as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

G. 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 §551.072 of the Texas Government Code.

No action.

H. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 0.87-acre tract of land out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize City Manager to proceed on acquisition of real property legally described as a 0.87-acre tract of land out of Farm Tract 706, West Tract Subdivision as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

I. 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 §551.072 of the Texas Government Code.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize City Manager to proceed on acquisition of real property legally described as Lot 16, Block 2, La Paloma De La Sombras Subdivision as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

J. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 14.82 acre of land out of Farm Tract 706, West Tract Subdivision for the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize City Manager to proceed on acquisition of real property legally described as a 14.82 acre of land out of Farm Tract 706, West Tract Subdivision as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

K. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 5.24 acre tract of land out of the South 10.0 acres out of the North 20.0 acres out of Farm Tract 705 West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize City Manager to proceed on acquisition of real property legally described as a 5.24 acre tract of land out of the South 10.0 acres out of the North 20.0 acres out of Farm Tract 705, West Tract Subdivision as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

L. Real Property– Consultation with City Attorney on the acquisition of real property legally described as a 23.84 acre of land consisting of 10.0 acres out of Farm Tract 705 and 13.84 acres out of Farm Tract 706, West Tract Subdivision the Pleasantview drainage improvements project as authorized by §551.072 of the Texas Government Code.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize City Manager to proceed on acquisition of real property legally described as a 23.84-acre tract of land consisting of 10.0 acres out of Farm Tract 706, West Tract Subdivision as discussed in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

IX. ADJOURNMENT

Commissioner Muñoz, seconded by Commissioner Farias, moved to adjourn the February 4, 2020 meeting at 8:37 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Myra L. Ayala Garza, 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, MAY 19, 2020**

On Tuesday, May 19, 2020, at 5:35 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	Leo Muñoz
	Commissioner	Adrian Farias

ABSENT:	Commissioner	J.P. Rodriguez
	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; Pete Garcia, Public Works Director, Joe Pedraza, Asst. Planning Code Enforcement Director, Antonio Lopez, Fire Chief, Albert Aldana, City Engineer, Olga Garza, Asst. Public Works Director and Molly Vallejo, Secretary.

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, May 15, 2020.

B. Invocation.

Father Francisco J. Solis, St. Joan of Arc Church led the invocation.

C. Pledge of Allegiance.

Mayor Suarez 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 at the time of roll call the absence of Commissioner Rodriguez and a quorum present.

II. PUBLIC COMMENTS

Alex Montenegro with Leadership Mid Valley Class XV reported on their ideas of providing small grants for businesses. They are currently working with Barbara at the Chamber to help support this idea and to possibly provide 2,500 mini grants to Weslaco businesses.

III. PUBLIC HEARING

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to open the public hearing at 5:43 pm. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on behalf of Jamie Gonzalez to rezone 1500 Katie St. Also being Block 6, Lot 12, James M. Black No. 2, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district.

Armando Osorio presented a petition from residents of Katie Street and Seventh Street who are against the rezoning of this property as commercial property. He is concerned for the neighborhood's safety due to high traffic from EMS units and elderly living in the area. Mr. Osorio recommends this property stay family residential zoned.

B. To solicit input on behalf of Melden & Hunt, Inc. to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-2 Secondary and highway business district.

No comments received.

C. To solicit input on behalf of Edna Salas to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district.

No comments received.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to close the public hearing at 5:47 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

IV. CONSENT AGENDA

The following items are 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.) January 07, 2020;

2.) January 21, 2020; and

3.) Special Meeting of January 28, 2020. (Staffed by City Secretary Department.)

B. Authorization for application to the Patrick Leahy Bulletproof Vest Partnership (BVP) to purchase concealable body armor for officers for an amount not to exceed \$20,000 with a 50% MATCH REQUIRED and NO REOCCURRING COSTS and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

C. Authorization for application to the Criminal Justice Division Coronavirus Emergency Supplemental Funding (CESF) Program Grant 4143201 in an amount not to exceed \$600,000.00 with NO MATCH REQUIREMENT and NO REOCCURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)

D. Authorization to purchase a Two Camera ALPR Message Board trailer from Millenium Products Inc. through the GSA Advantage, a cooperative purchasing program using OPSG grant funding in an amount not to exceed \$49,120.00 with NO MATCH REQUIRED and a yearly reoccurring cost of \$525 per camera and authorize the Mayor to sign any related documents. (Staffed by Police Department.)

E. Authorization to submit an application to the Texas State Library and Archives Commission CARES Grant program, accept funding of up to \$25,000 upon award, accept additional funding if awarded, and authorize the Mayor to execute any related documents. (Staffed by Library Department.)

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to approve consent agenda items A, B, D, E as presented with exception of item C no action was taken. The motion carried unanimously; Mayor Suarez was present and voting.

V. OLD BUSINESS

A. 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. (There was no action on this item on May 05, 2020; Staffed by Airport.)

Andrew Muñoz, ACM/Aviation Director, stated he spoke to the design team and it was determined that the scope would change significantly in order to reach the proposed budget. Staff is seeking authorization to reject all bids and begin to re-design and re-advertise the park project.

Commissioner Muñoz, seconded by Commissioner Pedraza, motioned to reject bid. The motion carried unanimously; Mayor Suarez was present and voting.

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. (There was no action on this item on May 05, 2020; Staffed by Public Works Department.)

Albert Aldana, City Engineer, stated he and Pete Garcia, Public Works Director, observed streets for possible replacement but they saw that Second Street is badly deteriorated and recommends as a high priority for repairs.

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to approve the FY 2019-2020 Street Improvement Project List as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. NEW BUSINESS

A. Discussion and consideration after public hearing on behalf of Jaime Gonzalez to approve Ordinance 2020-10 to rezone 1500 Katie St. Also being Block 6, Lot 12, James M. Black No. 2, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-10. Possible action. (This item requires three-fourths vote as a petition with 20% of the property owners has been received. Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente, Planning Director, stated Jaime Gonzalez is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. The Planning & Zoning Commission recommends approval of the rezone request on May 6, 2020. Staff also recommends approval based on the 2040 Land Use Map. Rebekah also stated a petition was received representing 205 of property owners against the change of zone from family residential to commercial property.

Armando Osorio, a neighborhood resident, requested disapproval of the rezone due to high traffic from EMS units and elderly and retired residents living in the area.

Commissioner Pedraza, seconded by Commissioner Munoz, moved to table and discuss in executive session Ordinance 2020-10 to rezone 1500 Katie St. as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Muñoz, seconded by Commissioner Pedraza moved to approve rezone property from R-1 One-Family dwelling district to B-1 Neighborhood business district as presented. The motion failed with unanimously (0-6); Mayor Suarez was present and voting.

B. Discussion and consideration after public hearing on behalf of Melden & Hunt, Inc. to approve Ordinance 2020-11 to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams 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 2020-11. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente stated Melden & Hunt is requesting to rezone property from R-1 One-family dwelling district to B-2 Secondary and highway business district. The Planning & Zoning Commission recommended approval of the rezone request on May 6, 2020. Staff recommends approval based on 2040 land use map.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve Ordinance 2020-11 to rezone 2732 E. Business 83 as discussed. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration after public hearing on behalf of Edna Salas to approve Ordinance 2020-12 to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-12. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente stated Edna Salas is requesting to rezone property from R-1 One-family dwelling district to B-1 Neighborhood business district. Planning & Zoning Commission recommended approval of the rezone request on May 6, 2020. Staff recommends approval based on 2040 land use map.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve Ordinance 2020-12 to rezone 920 Dolores Huerta as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and consideration for a six month extension of the Final Plat for Pleasantview Heights Subdivision– being a 20.33 acres out of Re- Subdivision of Lots 3 & 4, Rev M. Perez Dream Acres Subdivision, Weslaco, Hidalgo County, Texas located approximately 1500 ft. South of Interstate 2 along Pleasantview Dr. and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente stated the proposed twenty-five (25) lot subdivision is inside the city limits and being serviced with water by the City through an 8” waterline and sewer by City services through an 8” sewer line.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve a six-month extension of Final Plat for Pleasantview Heights Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration for a six month extension of the Final Plat for Rangila Subdivision– being a 1.878 acres out of Farm Tracts 29, West Tract Subdivision Vol. 2, Weslaco, Hidalgo County, Texas located, approximately 1900 ft. North of West Frontage Road and

authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)

Rebekah De La Fuente stated the two (2) lot subdivision is inside city limits and is being serviced with water by the City through a 20" waterline and sewer by City services through an 8" sewer line. This is the second request for a six (6) month extension for Rangila Subdivision.

Mayor Pro Tem Lopez, seconded by Commissioner Pedraza, moved to approve a six-month extension of Final Plat for Rangila Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration on report on Sales Tax status for Fiscal Year 2019-2020 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman, Finance Director, gave a report on the financial status of the City and how COVID-19 has affected the sales tax. We did not see a severe impact to the sales tax. City is in good financial standing.

Mayor Pro Tem Lopez, seconded by Commissioner Pedraza, moved to approve to accept and file Sales Tax report for Fiscal Year 2019-2020 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration on amendment to the inter-local agreement between the City of Weslaco and County of Hidalgo Tax Office for the assessment and collection of property taxes and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)

Vidal Roman stated the City has an interlocal agreement with the County since September 1994 to collect taxes through the office of Hidalgo County Tax Assessor Collector. There will be no increase in fees for next fiscal year and will remain at \$48,564.

Mayor Pro Tem Lopez, seconded by Commissioner Pedraza, moved to approve amendment to the inter-local agreement between City of Weslaco and County of Hidalgo Tax Office as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration on amendments and extension of May 19, 2020 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.)

Antonio Lopez, Fire Chief, requested an additional extension of 30 days as of May 19, 2020 to the Disaster Declaration (COVID-19) amendment.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve a 30-day extension of the Disaster Declaration (COVID-19) as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration of contract award to ERO Architects for Engineering and Design Services for the new Fire and Police Station Projects in an amount not to exceed \$500,000.00 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)

Commissioner Munoz abstained from discussion and vote.

Andrew Muñoz stated that staff has negotiated a lump sum fee of \$485,000 with a \$15,000 Supplemental Fee for Detention Design services for a contract not to exceed \$500,000 for engineering and design services for new Fire and Police projects.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve award to ERO Architects for Engineering and Design Services for new Fire and Police Station projects as presented. The motion carried with Commissioner Munoz abstaining; Mayor Suarez was present and voting.

J. Discussion and consideration to ratify Purchase Order No. 20-3097 to contract Southern Trenchless Solutions, LLC. for emergency repair/pipe bursting of a sewer line located at N. Bridge Ave. & Victory St. in the amount of \$59,311.52 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Commissioner Farias abstained from discussion and vote.

Pete Garcia asked to ratify the expenditure of emergency repairs of a 12" sewer line on north Bridge.

Commissioner Pedraza, seconded by Commissioner Munoz, moved to approve to ratify Purchase Order No. 20-3097 to contract Southern Trenchless Solutions, LLC for emergency repair/pipe bursting of sewer line as presented. The motion carried with Commissioner Farias abstaining; Mayor Suarez was present and voting.

K. Discussion and consideration to award the purchase of Grapple Brush Truck, as specified on RFB No. 2019-20-12 to the vendor who offers the best value and most advantageous bid (as allowed in Local Government Code 252.043) and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Olga Garza, Asst. Public Works Director, stated that bids were solicited for the Grapple Brush Truck. She recommends awarding the bid to the vendor who has the item on stock which would allow us to receive the truck much faster and to be in operations much quicker. Otherwise, the City would have to get an extension with Republic Services because the item would arrive after October 2020. Staff recommendation is to award the bid to Item #15: 2020 Peterbilt with Petersen in the amount of \$510,634.38 as the most advantageous bidder.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve purchase of Grapple Brush Truck, as specified on RFB No. 2019-20-12 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. Discussion and consideration to award the purchase of a Utility Tractor, as specified on RFB No. 2019-20-13 to H & V Equipment for the best value and most advantageous bid in the amount not to exceed \$29,917.77 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Work Department.)

Olga Garza stated that bids were received for the Utility Tractor. Staff recommendation to approve the Utility Tractor to H&V Equipment as the most advantageous bidder in the amount of \$29,917.77.

Commissioner Pedraza, seconded by Commissioner Farias, moved to approve purchase of Utility Tractor, as specified on RFB No. 2019-20-13 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

M. Discussion and consideration to award the purchase of a Crew Cab Truck, as specified on RFB No. 2019-20-14 to the best value and most advantageous bidder, GUNN Chevrolet, in the amount not to exceed \$29,932.75 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)

Olga Garza stated that bids were received for the Crew Cab Truck. Staff recommendation to approve the Crew Cab Truck to GUNN Chevrolet as the most advantageous bidder in the amount of \$29,932.75.

Commissioner Pedraza, seconded by Commissioner Muñoz, moved to approve purchase of a Crew Cab Truck, as specified on RFB No. 2019-20-14 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

N. Discussion and consideration to select SWG Engineers and Cruz-Hogan Consultants to assist with Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) grant applications and subsequent design of two qualifying drainage improvement RDF Projects including Clecker-Heald and the Mayor Pablo Peña Park and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated that Texas Water Development Board Flood Infrastructure Fund program is accepting grant applications for flood control, flood mitigation, and drainage projects. The City is eligible to receive a zero interest (0%) loan. The two qualifying funding projects being proposed are Cleckler-Heald RDF Project #2, Phase 1B and Mayor Pablo Peña Park RDF Project #3, Phase 1. Staff recommends the two qualifying local consultants: SWG Engineers and Cruz Hogan to assist with the funding applications which are due on June 15, 2020.

Mike R. Perez, City Manager, asked each consultant to draw for their proposed projects. Cruz Hogan drew Cleckler-Heald and SWG drew Mayor Pablo Peña Park.

Commissioner Kerr, seconded by Commissioner Muñoz, moved to select SWG Engineers and Cruz-Hogan Consultants to assist with Texas Water Development Board Flood Infrastructure Fund as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. 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. Personnel - Discussion on performance of Interim City Secretary Norma A. Cantu as authorized by §551.074 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.

D. Pending Litigation - Annual Report by City Attorney regarding all pending litigation as provided to City Auditor as authorized by §551.071 of the Texas Government Code.

No action.

E. 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.

No action.

F. 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.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to authorize the City Attorney to proceed with Arbitration as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

G. Economic Development Corporation - Discussion and possible action relating to amendment to Project Dock Agreement as authorized by §551.087 of the Texas Government Code.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to recommend approving incentive agreement as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

H. Attorney Consultation - Saltillo Development v. City of Weslaco as authorized by §551.071 of the Texas Government Code.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to authorize the City Attorney to proceed as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:42 p.m. Commissioner Muñoz, seconded by Commissioner Pedraza, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:21 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. ADJOURNMENT

Commissioner Kerr, seconded by Commissioner Muñoz, moved to adjourn the meeting at 7:22 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

ABSENT
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, MAY 5, 2020**

On Tuesday, May 5, 2020, at 5:31 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; Rebekah De La Fuente, Planning Director; Pete Garcia, Public Works Director, Joe Pedraza, Asst. Planning Code Enforcement Director, Antonio Lopez, Fire Chief, Albert Aldana, City Engineer, Olga Garza, Asst. Public Works Director and Molly Vallejo, Secretary.

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, May 3, 2020.

B. Invocation.

Pastor Steven Parker, First Baptist Church led the invocation.

C. Pledge of Allegiance.

Mayor Suarez 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 a quorum present.

II. PUBLIC COMMENTS

Barbara Jean Garza, Chamber CEO stated the Chamber is seeking support of their Business Impact Survey. They continue supporting and encouraging local businesses during this COVID-19 pandemic.

III. PUBLIC HEARING

None.

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.)

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.)

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.)

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.)

Olga Garza, Asst. Public Works Director, stated the City applied for a grant through LRGVDC Regional Solid Waste Program to purchase a regular V-8 Truck to specifically pick up cardboard from three (3) WISD Schools (Cuellar, Central Middle School, CTE Early College Highschool).

The cardboard picked up from schools will be taken to Master Fibers and in turn the City will be paid for the cardboard.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez moved to approve consent agenda item D as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

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

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.)

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to approve Resolution 2020-20 appointing David Hernandez to the Planning and Zoning Commission as presented. The motion carried unanimously; Mayor Suarez was present and voting

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.)

Commissioner Munoz, seconded by Mayor Pro Tem Lopez, moved to remove from table the Ordinance 2020-09 amending Ordinance 2020-02 to postpone the Special Election of May 2, 2020 and hold on August 25, 2020. The motion carried unanimously; Mayor Suarez was present and voting

Commissioner Kerr, seconded by Commissioner Muñoz, moved to state no election on August 25, 2020 as proposed. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Vidal Roman, Finance Director, reviewed the financials for the General Fund, Water/Wastewater and Solid Waste Funds for the quarter ending March 31, 2020. The City is in good financial standing. We will know in the next few months how the COVID-19 pandemic has affected our revenues.

Commissioner Muñoz, seconded by Mayor Pro Tem Lopez, moved to accept and file the financials for the General, Water/Wastewater and Solid Funds of March 31, 2020 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Antonio Lopez, Fire Chief, is requesting an extension to the current disaster declaration which ends on May 14, 2020. He also reported on the disaster declaration data and expenses up to date are \$715,000. Proper paperwork is also in place for FEMA requirements.

Joe Pedraza, Asst. Planning Director stated they worked with local restaurants for opening capacity of 25%. We received good responses from restaurants in compliance with their safety work plans and how they will protect staff and patrons.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve to extend the Disaster Declaration (COVID-19) to May 19, 2020 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Albert Aldana, City Engineer, stated this amendment is to move engineering work from Phase 2 to Phase 1 and the City's share will be \$130,500.00. The overall project estimates have increase due to the number of parcels that need to be acquired and cost of construction.

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to approve to Amendment No. 2 for Interlocal Cooperation Agreement Mile 10 as presented. The motion carried unanimously; Mayor Suarez was present and voting

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.)

Pete Garcia, Public Works Director, reviewed the list of proposed street improvement projects for FY 2019-20.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve FY2019-2020 Street Improvement Project List with directive to staff review streets as discussed. The motion carried unanimously; Mayor Suarez was present and voting

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.)

Andrew Muñoz, ACM/Aviation Director, stated staff is requesting approval to negotiate an agreement with the lowest and most advantageous vendor. All responses received were above the project budget of \$1.4 million. Staff is requesting to negotiate with GIGNAC Architects and the lowest vendor to review the Scope of Work for cost savings.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve with recommendation for staff to negotiate best and final offer with contractor as presented. The motion carried unanimously; Mayor Suarez was present and voting

VI. 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 - 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.

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 Government Code.

No action.

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.

No action.

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.

No action.

At 6:36 p.m. Commissioner Muñoz, seconded by Lopez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 7:16 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public

VII. ADJOURNMENT

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to adjourn the meeting at 7:16 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: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3315	
From:			
Subject: 1) Approve Ordinance 2020-11 to rezone 2732 E. Business 83. Also being 2.394 out of farm tract 710, Block 136, West and Adams 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 May 19, 2020; 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 Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3316	
From:			
Subject: 1) Approve Ordinance 2020-12 to rezone 920 Dolores Huerta. Also being .70 acres out of farm tract 31, West Tract Subdivision, Weslaco, Hidalgo County, Texas from R-1 One-family dwelling district to B-1 Neighborhood business district and authorize the Mayor to execute any related documents. (First reading held May 19, 2020; 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 Ordinance - Final Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo		Created/Initiated	
Rebekah De La Fuente		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2018-1874	
From:			
Subject: Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Robert Gardner for Hanger W14 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant John Shane Cameron for Hangar W14 and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: Tenant Robert Gardner has sold his hanger to John Shane Cameron. It has been custom, as per city commission request, to bring forth agreement terminations. The proposed ground lease agreement is for five (5) years with a one five year (5) option. The hangar is located on the West side of the airport.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board does not approve revenue agreements/contracts. The Board did approve the ground lease agreement template.			
Andrew Muñoz		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: W14_Cameron, John Shane			
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 John Shane Cameron, 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;

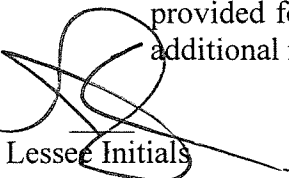
NOW THEREFORE, in consideration of the terms, premises, and mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, Lessor and Lessee covenant and agree as follows:

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee approximately **1,333 sq. ft.** (W14) of land more particularly described as set forth in Exhibit “A” which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W14, measuring 43’ feet x 31’ feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-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. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


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

Section 3. Consideration

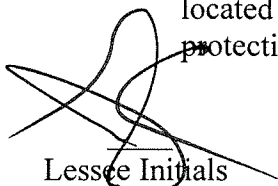
A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay monthly the sum of \$27.77 for an annual sum of \$333.25. The first month's payment is to be made on the 1st day of April. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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

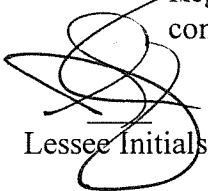

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personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

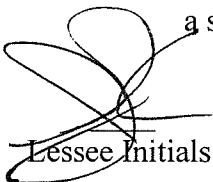
Section 4. Use of Lease Premises

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


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with written approval from the local fire marshal if such storage is allowed under local fire codes.

- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regard to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.
- F) Lessee agrees that the usage of the Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that 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 to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.


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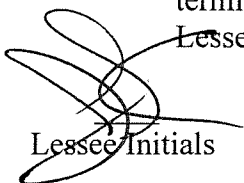
- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this lease 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 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 Land/Hangar/Building/Office 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


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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

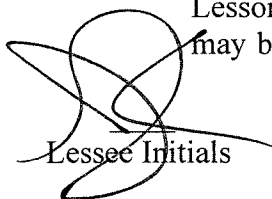

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facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of 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


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Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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

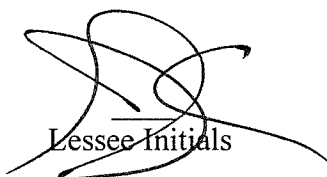
Section 12. Rights and Remedies

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

Section 13. Notice Requirements

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


Lessee Initials

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

Lessee Initials

C) Notice to Lessee to be sent to:

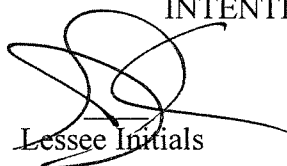
Lessee Name: John Shane Cameron
Address: 1313 Tulip Circle
McAllen, TX 78504

Lessee Initials

- 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

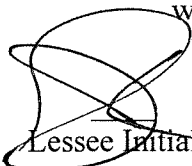
- A) This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Texas. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the District 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 there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,



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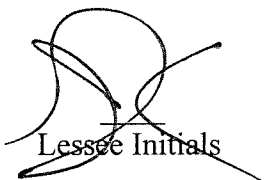
PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense except to the extent required by the Texas Public Information Act.
- 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


Lessee Initials

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.

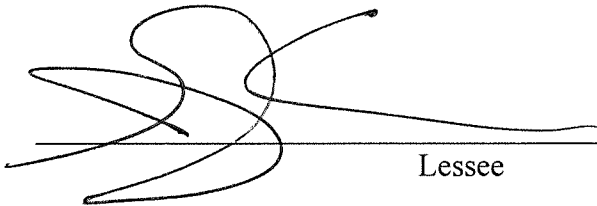
City of Weslaco, Hidalgo County, Texas

Mayor

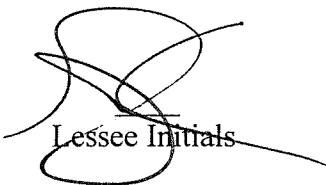
Approved as to Form:

City Attorney

Attest: _____
City Secretary



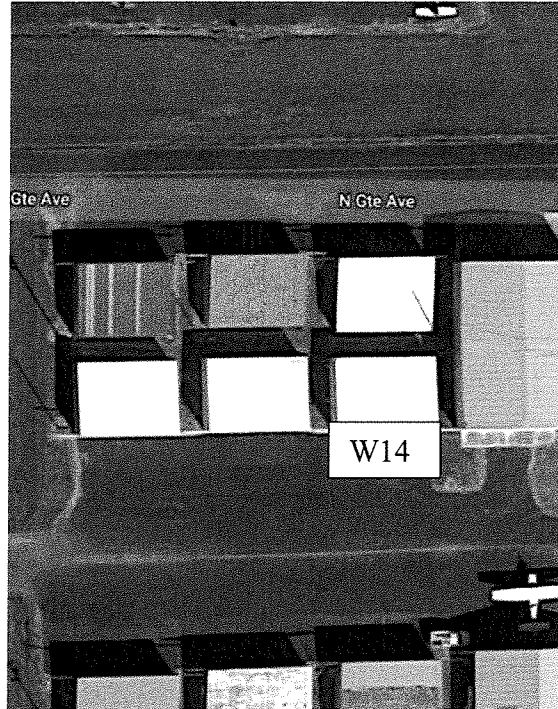
Lessee

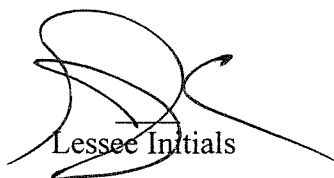


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“EXHIBIT A”

HANGAR W14
43' x 31'




Lessee Initials



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2018-1874	
From:			
Subject: Approval to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Clifford Robert Gardner, Jr. for Hanger W16 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Royce Kelly Norman for Hangar W16 and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: Clifford Robert Gardner, Jr. has sold hangar W16 to Royce Kelly Norman The proposed ground lease agreement is for five (5) years with a one five year (5) option, with a capped three (3%) percent CPI review every three years. The hangar is located on the west side of the airport.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board does not approve revenue agreements/contracts. The Board did approve the ground lease agreement template.			
Joanna Fernandez Andrew Muñoz Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: W16-Norman			
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 Royce Kelly Norman, 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 approximately **900 sq. ft.** (W-16) of land more particularly described as set forth in Exhibit "A" which is attached and incorporated by reference, hereinafter referred to as the lease premises.
- B) Premises shall be designated as W-16, measuring 30 feet x 30 feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **5 years**. Thereafter, this lease may be renewed for a subsequent **5-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. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.


Lessee Initials

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

Section 3. Consideration

A) In consideration for the lease of the Land/Hangar/Building/Office referenced herein Lessee hereby agrees to pay yearly the sum of **\$ 252.00**. The first year's payment is to be made on the 1st day of June. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

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

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

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

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



Lessee Initials

personal property located in or on the Land/Hangar/Building/Office and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.

- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.
- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Land/Hangar/Building/Office may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately-owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and

with written approval from the local fire marshal if such storage is allowed under local fire codes.

- E) Lessee agrees that he will at all times keep the premises of the Land/Hangar/Building/Office, including the inside and the outside of the Hangar/Building/Office, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in 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 Land/Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that 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 to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside the Hangar/Building/Office. Such fire extinguisher(s) shall be readily accessible in the event of a fire.
- K) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Land/Hangar/Building/Office without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.



Lessee Initials

- L) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this lease 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 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 Land/Hangar/Building/Office 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



Lessee Initials

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



Lessee Initials

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.

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.



Lessee Initials

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

Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Royce Kelly Norman
Address: 28897 Orange Grove Rd.
La Feria, TX 78559

Lessee Initials

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 there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION,


Lessee Initials

PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.

- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.
- E) Lessee acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Lessee shall comply with such laws in connection with making any request that Lessor maintain a record confidentially, and if Lessee complies with the same Lessee shall have the right to defend any such request for confidentiality at Lessee's expense except to the extent required by the Texas Public Information Act.
- 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



Lessee Initials

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.



Lessee Initials

EXECUTED this _____ day of _____, 2020.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary



Lessee


Lessee Initials

"EXHIBIT A"

HANGAR W16
30' x 30'




Lessee Initials



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3303	
From:			
Subject: Approval of Grant Resolution 2020-21 and authorize for the application to the Criminal Justice Division Coronavirus Emergency Supplemental Funding (CESF) Program Grant 4143201 in an amount not to exceed \$600,000.00 with NO MATCH REQUIRED and NO REOCCURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Police Department.)			
Background: The purpose of this announcement is to solicit applications for projects that seek to prevent, prepare for, and respond to the coronavirus.			
Funding Source (budget code, if applicable): Criminal Justice Division			
Amount: \$600,000.00		Term of Impact: 12 months	Identified in Current Budget: No
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: The purpose of this announcement is to solicit applications for projects that seek to prevent, prepare for, and respond to the coronavirus.			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Robert Lopez Robert Lopez Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: Approval.			
Attachments, if any: CV-CESF_Announce_amend w-FAQs-nc_PY21, R2020-21 Weslaco Coronavirus Grant #4143201 Resolution			
Responsibilities upon Approval: Finance will be responsible to FSRs. Police will administer and monitor compliance.			



Office of the Governor, Public Safety Office Criminal Justice Division Funding Announcement: ***Coronavirus Emergency Supplemental Funding (CESF) Program, FY2020***

Purpose

The purpose of this announcement is to solicit applications for projects that seek to prevent, prepare for, and respond to the coronavirus.

Available Funding

Federal Funds are authorized under Division B of H.R. 748, Pub. L. No. 116136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C. CESF funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance. All awards are subject to the availability of appropriated federal funds and any modifications or additional requirements that may be imposed by law.

Texas expects to make approximately \$37.8 million available to local units of government through regionally based allocations using the Regional Councils of Governments boundaries. Please see the Appendix 1 - Regionally Based Allocations at the end of this announcement for more information.

Eligible Organizations

Applications may be submitted by Native American tribes and units of local government, which are defined as a non-statewide governmental body with the authority to establish a budget and impose taxes.

Note: Units of local government eligible for a direct award from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) should first seek funds directly through BJA. The list of local allocations for direct BJA awards to Texas jurisdictions can be found [here](#), and the federal solicitation is available [here](#). Applications are due to BJA by May 29, 2020.

Application Process

Applicants must access the PSO's eGrants grant management website at <https://eGrants.gov.texas.gov> to register and apply for funding. For more instructions and information, see *Developing a Good Project Narrative Guide*, available [here](#).

Key Dates

Action	Date
Funding Announcement Release	04/15/2020
Online System Opening Date	04/15/2020
Final Date to Submit and Certify an Application	06/15/2020 at 5:00pm CST
Earliest Project Start Date	02/01/2020

***Applications will be reviewed and processed as they are received. PSO intends to issue awards in an expeditious manner and encourages applicants to submit prior to the deadline in order to receive notification of an award as soon as reasonable. ***

Project Period

Projects must begin on or after 02/01/2020 and may not exceed a 12-month project period.

Funding Levels

Minimum: \$10,000

Maximum: None

Match Requirement: None

Standards

Grantees must comply with standards applicable to this fund source cited in the State Uniform Grant Management Standards ([UGMS](#)), [Federal Uniform Grant Guidance](#), and all statutes, requirements, and guidelines applicable to this funding.

Eligible Activities and Costs

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

Examples of allowable costs include:

- Personnel Overtime (Peace Officer, Jailer, Correctional Officer, Medical, and other Essential Staff)
- Personnel Protective Equipment (PPE)
- Supplies (i.e. gloves, masks, sanitizer, disinfectant)
- Temporary Staff
- Medical care for inmates that have tested positive for COVID-19
- Any other costs associated with the implementation of the Centers for Disease Control and Prevention (CDC) [COVID-19 Guidance documents](#), specifically:

- [Interim Guidance on Management of Coronavirus Disease 2019 \(COVID-19\) in Correctional and Detention Facilities](#)
- [What Law Enforcement Personnel Need to Know about Coronavirus Disease 2019 \(COVID-19\)](#)
- [Interim Guidance for Emergency Medical Services \(EMS\) Systems and 911 Public Safety Answering Points \(PSAPs\) for COVID-19 in the United States](#)
- [Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 \(COVID-19\)](#)

Eligibility Requirements

1. Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the Texas Code of Criminal Procedure, Chapter 66. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.

2. Eligible applicants operating a law enforcement agency must be current on reporting Part I violent crime data to the Texas Department of Public Safety (DPS) for inclusion in the annual Uniform Crime Report (UCR). To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year.
3. The Texas Department of Public Safety (DPS) has established a goal set by the Texas Legislature for all local law enforcement agencies to implement and report crime statistics data by using the requirements of the National Incident-Based Reporting System (NIBRS) no later than September 1, 2019. Additionally, the Federal Bureau of Investigations (FBI) will collect required crime statistics solely through the NIBRS starting January 1, 2021. Due to these upcoming state and federal deadlines, grantees are advised that eligibility for future grant funding may be tied to compliance with NIBRS. Financial grant assistance for transitioning to NIBRS may be available for your jurisdiction from the Criminal Justice Division (CJD).
4. Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all

provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2021 or the end of the grant period, whichever is later.

5. Eligible applicants must have a DUNS (Data Universal Numbering System) number assigned to its agency (to request a DUNS number, go to <https://fedgov.dnb.com/webform>).
6. Eligible applicants must be registered in the federal System for Award Management (SAM) database located at <https://sam.gov/>.

Failure to comply with program eligibility requirements may cause funds to be withheld and/or suspension or termination of grant funds.

Prohibitions

Grant funds may not be used to support the unallowable costs listed in the [Guide to Grants](#) or any of the following unallowable costs:

1. Law enforcement equipment that is standard department issue; and
2. Any other prohibition imposed by federal, state or local law or regulation.

Selection Process

Application Screening: PSO will screen all applications to ensure that they meet the requirements included in the funding announcement, to understand the overall demand for the program and to identify significant variations in costs per item. After this review, the Office of the Governor will determine if eligible applications can be funded based on funds available, if there are cost-effectiveness benefits to normalizing or setting limits on the range of costs, and if other fair-share cuts may allow for broader distribution and a higher number of projects while still remaining effective.

Final Decisions: The PSO executive director will consider staff recommendations along with other factors and make all final funding decisions. Other factors may include cost effectiveness, overall funds availability, state government priorities and strategies, legislative directives, need, geographic distribution, balance of focuses and approaches, or other relevant factors.

PSO may not fund all applications or may only award part of the amount requested. In the event that funding requests exceed available funds, PSO may revise projects to address a more limited focus.

Contact Information

For more information, contact the eGrants help desk at eGrants@gov.texas.gov or (512) 463-1919.

Appendix 1 – Regionally Based Allocations

Texas is divided into 24 regions, each served by a voluntary organization of local governmental entities that coordinate programs and services to address needs that cross jurisdictional boundaries. PSO will use the allocations below as a guide when making funding decisions for applications within each region. Funds remaining within a regionally based allocation after all eligible applications have been selected for award from that region may be reallocated to other regions.

Please visit <https://txregionalcouncil.org/regional-councils/> to determine which Council of Governments region your jurisdiction belongs to.

Region ID	Council of Governments Region	Allocation
100	Panhandle Regional Planning Commission	\$667,179
200	South Plains Association of Governments	\$808,781
300	Nortex Regional Planning Commission	\$303,721
400	North Central Texas Council of Governments	\$9,621,787
500	Ark-Tex Council of Governments	\$425,973
600	East Texas Council of Governments	\$1,208,554
700	West Central Texas Council of Governments	\$568,229
800	Rio Grande Council of Governments	\$1,081,360
900	Permian Basin Regional Planning Commission	\$560,201
1000	Concho Valley Council of Governments	\$208,130
1100	Heart of Texas Council of Governments	\$547,493
1200	Capital Area Council of Governments	\$2,787,712
1300	Brazos Valley Council of Governments	\$546,364
1400	Deep East Texas Council of Governments	\$520,349
1500	South East Texas Regional Planning Commission	\$683,216
1600	Houston-Galveston Area Council	\$10,128,457
1700	Golden Crescent Regional Planning Commission	\$346,150
1800	Alamo Area Council of Governments	\$3,053,904
1900	South Texas Development Council	\$497,798
2000	Coastal Bend Council of Governments	\$721,989
2100	Lower Rio Grande Valley Development Council	\$1,351,751
2200	Texoma Council of Governments	\$274,438
2300	Central Texas Council of Governments	\$555,328
2400	Middle Rio Grande Development Council	\$309,421
Total		\$37,778,284

Appendix 2 – Frequently Asked Questions (FAQs)

Application Questions

1. Do all fields within the eGrants application need to be completed by applicants?

Answer: Applicants need to do their due diligence in completing the application to the best of their ability. With that said, there are sections on the Narrative that would require minimal information.

2. Is the compliance date for the 90% CCH and UCR requirements for the CESF last August?

Answer: Yes.

3. The following requirement may be difficult to meet: “Beginning January 1, 2020, counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90 percent of convictions within seven business days to the Criminal Justice Information System at the Department of Public Safety. By January 1, 2021, such reporting must take place within five business days.” Have any permits or waivers been made available for this requirement?

Answer: CJIS reporting is an important tool for maintaining public safety especially as it relates to information sharing and awareness regarding violent offenders. While the requirement to report data to DPS is not being waived, as far as grant funding decisions are concerned, PSO has broad discretion in implementing this eligibility requirement and would certainly take into consideration the burden COVID19 has placed on all Texas communities when it comes time to make funding decisions.

4. Will SAMs extension apply to this program? SAM registration: 60-day extensions to SAM.gov registrations with expiration dates between 3/19/2020 and 5/17/2020 will automatically be initiated in the federal SAM system by the federal government. This effort is expected to be completed by 3/28/2020.

Answer: Yes, however applicants must still provide within the eGrants application the expiration date noted in SAM.gov.

5. If a jurisdiction were to submit an application that the OOG deems ineligible, will that jurisdiction be allowed to submit another application?

Answer: Agencies should submit applications based on the parameters listed in the RFA. PSO will communicate directly with agencies to identify and fix any discrepancies found in their application.

6. Can the grant application be submitted by the County Judge’s office or does it have to come from the Sheriff’s office?

Answer: The application must be submitted by the city or county. The department/division that submits the application is at the discretion of the unit of local government.

Funding Distribution Questions

7. What role will COGs play in ensuring all jurisdictions within their regions have a fair shot at equitable distribution of the funds?

Answer: PSO will be coordinating closely with COGs prior to issuing awards to ensure a fair distribution of funds between all jurisdictions with their regions.

8. What factors will be used to distribute the funding fairly across a region?

Answer: PSO will be coordinating with the COGS to ensure funds are distributed evenly. PSO asks agencies to submit requests that are reasonable and are an accurate representation of true emergency needs.

9. Since the money was divided by region, will there be another “supplemental allocation” if money is leftover for a region?

Answer: PSO intends to re-allocate any remaining available balance until entirety of funds is expended. PSO is looking at multiple possibilities so cannot guarantee supplemental awards at this time.

Eligible Entity Questions

10. Are only local entities that are a taxing authority who also report UCR and NIBRS eligible to apply or are drainage districts, water districts, municipal utility districts, etc allowed to apply also?

Answer: Only cities and counties are eligible to apply.

11. Are university police departments eligible to apply for the CESF program?

Answer: No, only cities and counties are eligible to apply.

12. Can jurisdictions eligible for direct allocations from BJA’s CESF program funding also apply for funding from the state CESF program?

Answer: Yes. Per RFA, they must seek funds directly from BJA first and may be required to submit additional information related to their BJA application to mitigate any duplication of funds.

13. Are non-criminal justice entities allowed to apply for CESF monies administered by the PSO from the BJA to help “Public Safety Agencies”?

Answer: Only cities and counties are eligible to apply.

14. Are non-profits eligible to apply for this funding?

Answer: No, only cities and counties are eligible to apply.

- 15. The definition of eligible organizations in the RFA would include school districts, community college districts, and various other local governmental entities that levy taxes. Can PSO clarify which entities are eligible to apply for these funds?**

Answer: Only cities and counties are eligible to apply.

- 16. Since the Minimum threshold is set at \$10K, can all the eligible agencies within one county apply under a single application if the County is willing to take the lead?**

Answer: Yes.

- 17. Do the jurisdictions eligible for direct allocations from BJA apply through BJA? Are the only cities and counties eligible the ones listed on the BJA solicitation?**

Answer: Agencies eligible for a direct allocation must apply directly to BJA to receive those funds. Cities and counties not on the direct allocation list may apply through PSOs RFA.

Eligible Expense Questions

- 18. Does the 2/1/20 start date mean expenses incurred for overtime, purchase of PPE, etc. on or after 2/1/20 in response to COVID-19 are eligible under this program?**

Answer: Yes, retroactive expenses dating back to 2/1/20 are eligible.

- 19. Are subscriber units an eligible expenditure for equipment with this funding at the state level through PSO? BJA has determined subscriber units for equipment was an eligible expense for jurisdictions eligible to receive a direct allocation.**

Answer: No. PSO has multiple avenues that agencies can apply for radio interoperability funding. The priority of these funds is to help first responders cope with the immediate impact of the COVID19 pandemic. While BJA may have determined radios as eligible, PSO is targeting CESF funds towards emergency needs i.e. overtime, PPE, jail operations, medical supplies.

- 20. Are sheriff and jail staff salary increases and hazard pay in response to COVID-19 allowable costs under the CESF program? Is hazard pay an eligible expense for police departments?**

Answer: Yes. Prior to seeking reimbursement, the agency will need to develop/establish a policy outlining hazard/differential pay.

- 21. If funds are being requested to assist with personnel hazard pay and the jurisdiction's policies classify all hours worked during this time as hazard pay, can funds be used to cover all hours worked?**

Answer: Yes, but the agency will still be required to draw the connection between the hazard pay and the agency's response to COVID19.

22. Do public works personnel qualify as "other essential staff" under personnel overtime as an allowable cost?

Answer: Priority will go to first responders and jail operations. PSO will revisit that decision if funds are remaining at a later date.

23. The examples provided of what is eligible is all reimbursable by FEMA. What types of projects does the OOG envision funding?

Answer: PSO recognizes that there are multiple sources of federal funds available. Applicants will have to determine their agency needs and apply accordingly. Examples of allowable costs/activities are listed in the RFA.

24. Can this funding be used to upgrade vehicle fleets or purchase command centers? Will PSO stick to the definition of equipment as "including law enforcement and medical personal protective equipment?"

Answer: PSO has other avenues that agencies can apply for patrol vehicles and command centers. The priority of these funds is to help first responders cope with the immediate impact of the COVID19 pandemic. PSO is targeting CESF funds towards emergency needs i.e. overtime, PPE, jail operations, medical supplies.

25. The RFA states that "Equipment (including law enforcement and medical personal protective equipment)" is eligible. Does that mean the LE agency can procure PPE for the EMS and hospital staff within their jurisdiction?

Answer: Yes, this is eligible.

26. When purchasing PPE, will the grant application be scrutinized over the reasonability of costs. For example, N95 masks normally cost about \$1/mask but are currently going for as much as \$10/mask. If a jurisdiction finds masks for \$7/mask, will that cost be eligible for reimbursement?

Answer: PSO utilizes the 2 CFR 200 Cost Principles when reviewing grant applications which include reasonability of cost as a component. PSO will consider the increased current market value of items when applying this standard.

RESOLUTION NO. 2020-21

WHEREAS, The City of Weslaco finds it in the best interest of the citizens of Weslaco, Hidalgo County, Texas that the Weslaco Coronavirus Supplemental Funding Grant be operated for the fiscal year 2020 through 2021; and

WHEREAS, The City of Weslaco agrees to provide matching funds for the said project as required by the CV-Coronavirus Emergency Supplemental Funding Program application; and

WHEREAS, The City of Weslaco agrees that in the event of loss or misuse of the Office of the Governor funds, City of Weslaco assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Weslaco designates Mayor David Suarez as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The City of Weslaco approves submission of the grant application for the CV-Coronavirus Emergency Supplemental Funding Program to the Office of the Governor.

Grant Number: **4143201**

Passed and Approved this 2nd, day of June 2020.

Signed by:

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, City Secretary

APPROVED AT TO FORM:

Juan E. Gonzalez, CITY ATTORNEY



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3304	
From:			
Subject: Approval to replace end of life of Self Contained Breathing Apparatus (SCBA) equipment, item was budgeted under 2019-2020 budget and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: Replacement of end of life of Self Contained Breathing Apparatus (SCBA) equipment, item was budgeted under 2019-2020 budget. this will replace SCBA's on Engine Company.			
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):			
Melissa Valdez		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Approval.			
Attachments, if any: Metro Fire Quote			
Responsibilities upon Approval:			



Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

QUOTE

Number	154908-0
Quote Date	05/14/2020
Page	1

Bill to: WESLACO FIRE DEPARTMENT
119 EAST 5TH STREET
WESLACO, TX 78596

Ship to: WESLACO FIRE DEPARTMENT
901 NORTH AIRPORT DRIVE
WESLACO, TX 78596

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
WES011	JAIME HERNANDEZ	JESSE BREEDLOVE		
Entered By	FOB	Ship Via	Terms	
JESSE BREEDLOVE	DESTINATION	BEST WAY	NET 20 DAYS	
Customer/Order Instructions				

PRICING PER TEXAS BUY BOARD CONTRACT 524-17, FREIGHT TERMS: DESTINATION.

Quantity			U/M	Item #	Description	Price	Extension
Order	Ship	Back					
5	5	0	EA	SCT-X881502530303	AIR-PAK X3 PRO SCBA 5.5 CGA STD HARNESS, PARACHUTE BKLS QUICK CONNECT REGULATOR EBSS, PASS, PAK-TRACKER *	6470.00	32350.00
5	5	0	EA	SCT-200969-01	45 MINUTE, CARBON CYLINDER 5500 PSI	1195.00	5975.00
1	1	0	EA	SCT-201215-03	AV3000 HT, KEVLAR HEAD HARNESS LARGE FACESEAL - 5-STRAP	272.00	272.00
1	1	0	EA	SCT-201215-05	AV3000 HT, KEVLAR HEAD HARNESS MEDIUM FACESEAL, RIGHT COMM BRACKET - 5-STRAP	289.00	289.00
3	3	0	EA	SCT-201215-02	AV3000 HT, KEVLAR HEAD HARNESS MEDIUM FACESEAL - 5-STRAP	272.00	816.00
1	1	0	EA	BUY BOARD CONTRACT		0.00	0.00

SubTotal 39,702.00

Total 39,702.00

QUOTE GOOD FOR 45 DAYS



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3305	
From:			
Subject: Authorize Staff to submit an application to the SAFER Program Grant requesting two positions in an amount not to exceed \$290,754.00 with NO MATCH REQUIRED and NO REOCCURRING FEES and authorize the Mayor to execute any related documents. (Staffed by Fire Department.)			
Background: This is the Assistance to Firefighters Grant which cover the cost of new personnel for the first 3 years at 75% 75% 35% over 3 years the cost of staffing if grant approved.			
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):			
Melissa Valdez		Created/Initiated	
Antonio Lopez		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2017-1177	
From: Laura Luera			
Subject: Authorize staff to solicit proposals from qualified insurance carriers for Group Health Insurance and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)			
Background: To solicit proposals from qualified insurance carriers for Group Health Insurance Policy. Current policy is expiring on September 2020.			
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: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Laura Luera		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2017-1179	
From: Laura Luera			
Subject: Authorize staff to solicit proposals from qualified insurance carriers for Supplemental Insurance including 125 Cafeteria plan (short/long term disability, vision, and cancer, accident, hospital indemnity, critical illness, with inclusion of flexible spending account, dental & basic life & AD&D) for the City of Weslaco employees at no cost to the City and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)			
Background: To solicit proposals for qualified insurance carriers for Supplemental Insurance including 125 Cafeteria Plan. Current policies are expiring on September 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):			
Laura Luera		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2016-301	
From: Laura Luera			
Subject: Authorize staff to solicit proposals from qualified insurance carriers for Basic Life and AD&D and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)			
Background: To solicit proposals from qualified insurance carriers for Basic Life and AD&D Policy. Current policy is expiring on September 2020.			
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: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Laura Luera		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2017-1351	
From: Laura Luera			
Subject: Authorize staff to solicit proposals for an Employee Assistance Program and authorize the Mayor to execute any related documents. (Staffed by Human Resources Department.)			
Background: To solicit proposals for an Employee Assistance Program. Current policy is expiring October 2020.			
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: N/A			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: N/A			
Advisory Review, if any (name of board/committee, date of action, recommendation): N/A			
Laura Luera Andrew Muñoz Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Magellan Usage Report 11.1.19 - 4.30.2020			
Responsibilities upon Approval:			



CITY OF WESLACO, HCSC

Employee Assistance Program
CITY OF WESLACO, HCSC

Data Summary

	2019			2018			2017		
	Total	Annualized*	%	Total	Annualized*	%	Total	Annualized*	%
Overall Utilization	1	6.7	0.7%	36	120.0	12.0%	40	159.0	15.9%
Utilization									
Counseling and Consultation Cases							6	23.9	2.4%
MagellanHealth.com Online User Sessions	1	6.7	0.7%	36	120.0	12.0%	34	135.2	13.5%
Service Activity									
Legal/Financial Services							1	4.0	0.4%

Please click on your selection to highlight, then click Finish to run the report.

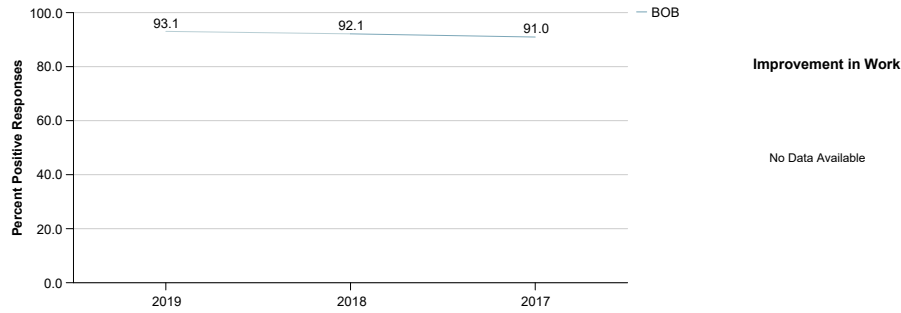
☐ **Customer Selection**

Unique User Summary

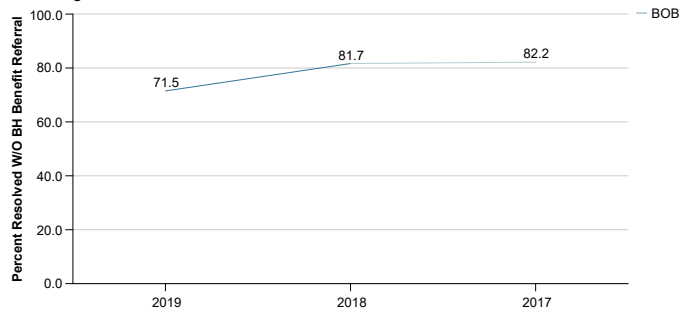
2019	2018	2017		
EE Count	EE Count	EE Count	Unique Users	%
300	300	300	6	2.4%

CITY OF WESLACO, HCSC
Employee Assistance Program
CITY OF WESLACO, HCSC

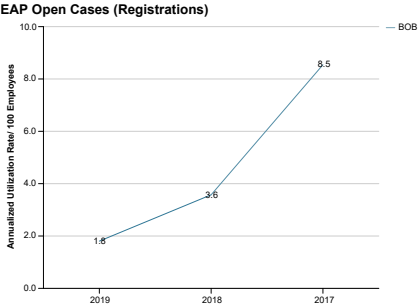
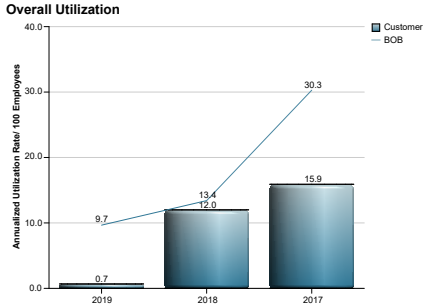
Overall Satisfaction



Counseling Cases Resolved Within the EAP



CITY OF WESLACO, HCSC
Employee Assistance Program
CITY OF WESLACO, HCSC



Session Frequency (Closed Confirmed)

	BOB YTD % of Total
001	9%
002	7%
003	15%
004	7%
005	29%
006	27%
007	1%
008	4%
009	1%
Total	100%

Confirmed Case Counts
No Data Available

Reason for Seeking EAP Services

No Data Available for Reason for Seeking Services	Top 5 BOB
	Eating Disorder
	Other Compuls Disord
	Psychological
	Other's Emotional Health
	Emotional

Critical Incident Stress Management
No Data Available

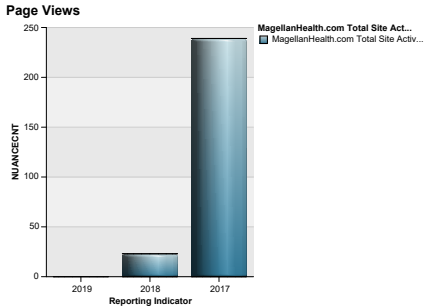
CISD/Training
No Data Available



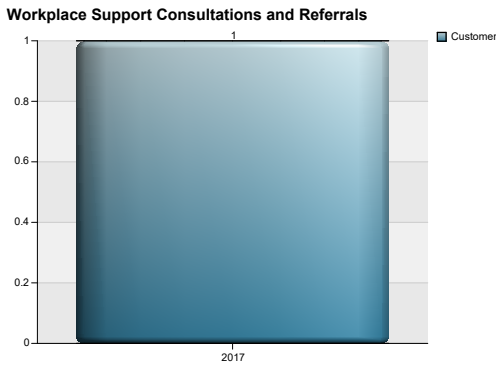
CITY OF WESLACO, HCSC
Employee Assistance Program
CITY OF WESLACO, HCSC

Web Utilization Library Topics
No Data Available

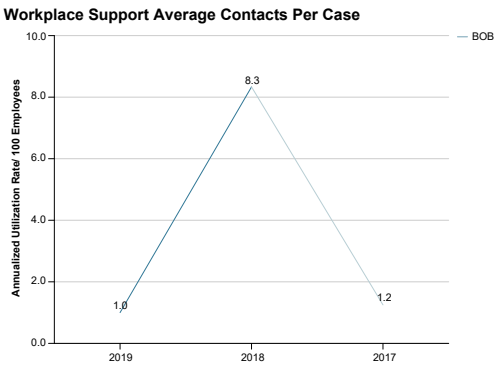
Tools Used
No Data Available



CITY OF WESLACO, HCSC
Employee Assistance Program
CITY OF WESLACO, HCSC



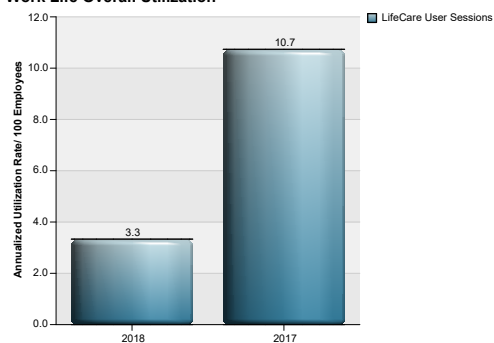
Workplace Support Closing Resolution
No Data Available



Workplace Support Reason for Referral
No Data Available

CITY OF WESLACO, HCSC
Employee Assistance Program
CITY OF WESLACO, HCSC

Work Life Overall Utilization



Work Life Provider Searches

No Data Available

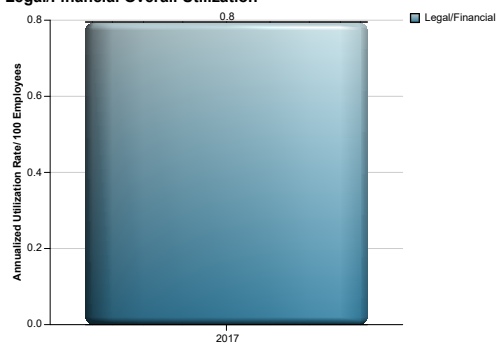
Health and Wellness Registrations

No Data Available

Legal/Financial

No Data Available

Legal/Financial Overall Utilization



Legal/Financial Overall Utilization

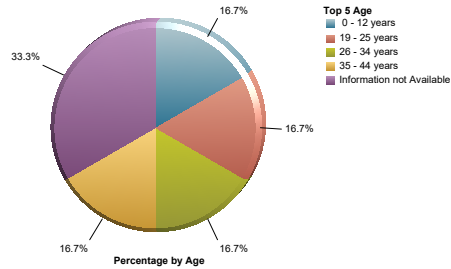
No Data Available

Health and Wellness Participation

No Data Available

CITY OF WESLACO, HCSC
Employee Assistance Program
CITY OF WESLACO, HCSC

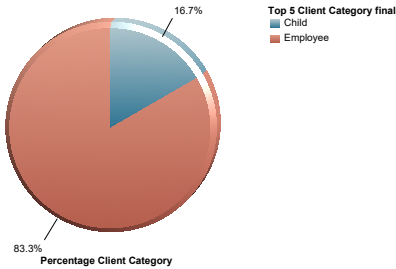
EAP Age Distribution



Referral Tracking - Referral From
No Data Available

Information Source
No Data to display for Information Source

EAP Client Category



Referral Tracking - Referral To
No Data Available

How can I save this report?

Click on the HTML Page in the upper right tool bar. Choose PDF or Excel 2007 Format. Follow the instructions on your screen to open the report in the new format. Then use the native options to save as you wish.

Can I view my report for a different time period?

You can drill down or up in time on your report. Right click on the Year label (for ex., 2016) and choose drill down to view quarter over quarter for the year. Right click on a quarter and choose drill down to view month over month. Right click and choose drill up to step up to quarter, year, or all available history.

It looks like my list got cut off before the bottom?

Long lists may sometimes extend beyond the viewable portion of the page. Look for a Page Down option at the bottom left of the page.

I clicked on something and now I am lost. How do I start over?

No problem! Press F5 to refresh your browser.

Glossary

General

Book of Business/Magellan Norm

This measure provides a comparison point based on Magellan's group of customers. For measures other than Work-Life, Legal/Financial and Workplace Support, the measure includes customers with the same EAP session model type. For these three areas, the Magellan group of customers includes all customers with the specialty service. Note that at this time, the book of business may include customers of varying size, demographics, industry and practices for EAP program promotion – all factors that impact how this group of customers compares to an individual customer.

F2F/TEAP

These abbreviations refer to "Face to Face" counseling and "Telephonic Employee Assistance Program" counseling.

Utilization Percentage

A utilization percentage or rate is a calculation of utilization based on users/100 employees. The calculation is detailed below. This calculation is used as a means of leveling the data to make comparisons across different sample sizes and time periods. $(\text{Sum of Utilization Requests in Report Period}) / (\text{Sum Employee Count in Report Period}) * 365 / (\# \text{ of Days in Report Period}) * 100$

Outcomes

Overall Satisfaction

Positive responses to the Overall Satisfaction question for each program divided by the total number of surveys returned for each program, displayed as a percent. Data is included based on receipt of the survey results during the reporting period, regardless of service date. Surveys are distributed to all EAP registered users via email blast from Magellan, hard copy authorization packet, and surveys submitted via the Magellan website. The Summary View is all positive responses for all programs divided by the total number of all survey responses for all programs. The Detail and Crosstab views show each program's positive responses divided by each program's survey responses.

Improvement in Work and Home

Percent of members reporting Improved or Much Improved ability to function at work or home as indicated by participant survey response. Members who agree to participate receive an email with a link to the survey after their initial contact and then 30 days later.

Counseling Cases Resolved within EAP

Percent of completed counseling cases resolved without referral to benefit covered behavioral health treatment such as outpatient counseling. Number of completed counseling cases resolved without benefit covered referral/Total number of counseling cases where resolution was identified.

Utilization

Overall Utilization

Overall Utilization will be displayed as an annualized utilization rate per 100 for comparison purposes. Overall utilization includes the following data points:

Counseling and Consultation (Cases)

Count of requests for assistance with emotional, family, relationship or work-related issues including counseling cases, computerized cognitive behavioral therapy (CCBT) cases, supervisor consultations, legal/financial cases, health and wellness participants, work-life cases and any other specialty program cases except International.

Training and CISM

Count of participants attending Critical Incident Stress Management (CISM) or Training events.

Website User Sessions

Count of unique user initiated sessions.

Legal

Count of services related to personal legal issues.

EAP Open Cases(Registrations)

Count of active counseling cases with at least one request for EAP Services.

Session Frequency Distribution

Count of total number of F2F or TEAP sessions attended per counseling case for cases closed during the reporting period. Data is displayed as a percent of the whole for clarity.

Confirmed Case Counts

The number of cases where the first face-to-face or telephonic counseling session occurred within the reporting period.

Web Utilization Library Topics

Count of page views for the fiscal year to date aggregated by library topic.

Reason for Seeking Services

Self-reported reason for initial call to the EAP. Includes counseling, legal, financial, and other services offered via the EAP.

Critical Incident Stress Management

Annualized utilization of employees attending CISM group and individual sessions plus management consultations as part of a coordinated CISM response.

Workplace Support Services

Workplace Support Consultations and Referrals

Open counseling cases with an initial contact via management consultation or employee mandatory or voluntary referral.

Workplace Support Average Contacts per Case

The average of all types of workplace support contacts, including face-to-face counseling sessions, TEAP sessions, management consultations, follow-up calls, and others, divided by the number of workplace support cases closed during the reporting period. Workplace support cases generally require more contacts per case than other types of counseling cases.

Workplace Support Reason for Referral

Count of workplace support cases displayed by reason for initial referral for workplace support cases opened within the reporting period.

Workplace Support Closing Resolution

Count of workplace support cases, as a percentage of the whole, by reason for discharge. Cases must be discharged within the reporting period.

Special Services

Work Life Overall Utilization

Annualized utilization rate of all telephonic work life service requests and web user sessions.

Work Life Provider Searches

Annualized utilization rate of work life provider searches by provider type.

Wellness Registrations

Total of users registered for the wellness website since inception.

Wellness Participation

Annualized utilization rate of users who enrolled in a module or participated in an online group coaching session on the wellness website. Examples of modules include The Read a Book Challenge, The Stair Step Challenge, and The Eight Glasses of Water per Day challenge.

Demographics

Demographic Data may be suppressed based on membership count and/or utilization level to protect members’ personal health information.

Age

The self-reported age of the member at initial request, as a percentage of all. Members may opt out.

Client Category

The self-reported type of member (employee, child, etc.) collected at initial request, as a percentage of all.

Information Source

Count of how the member learned of the EAP.



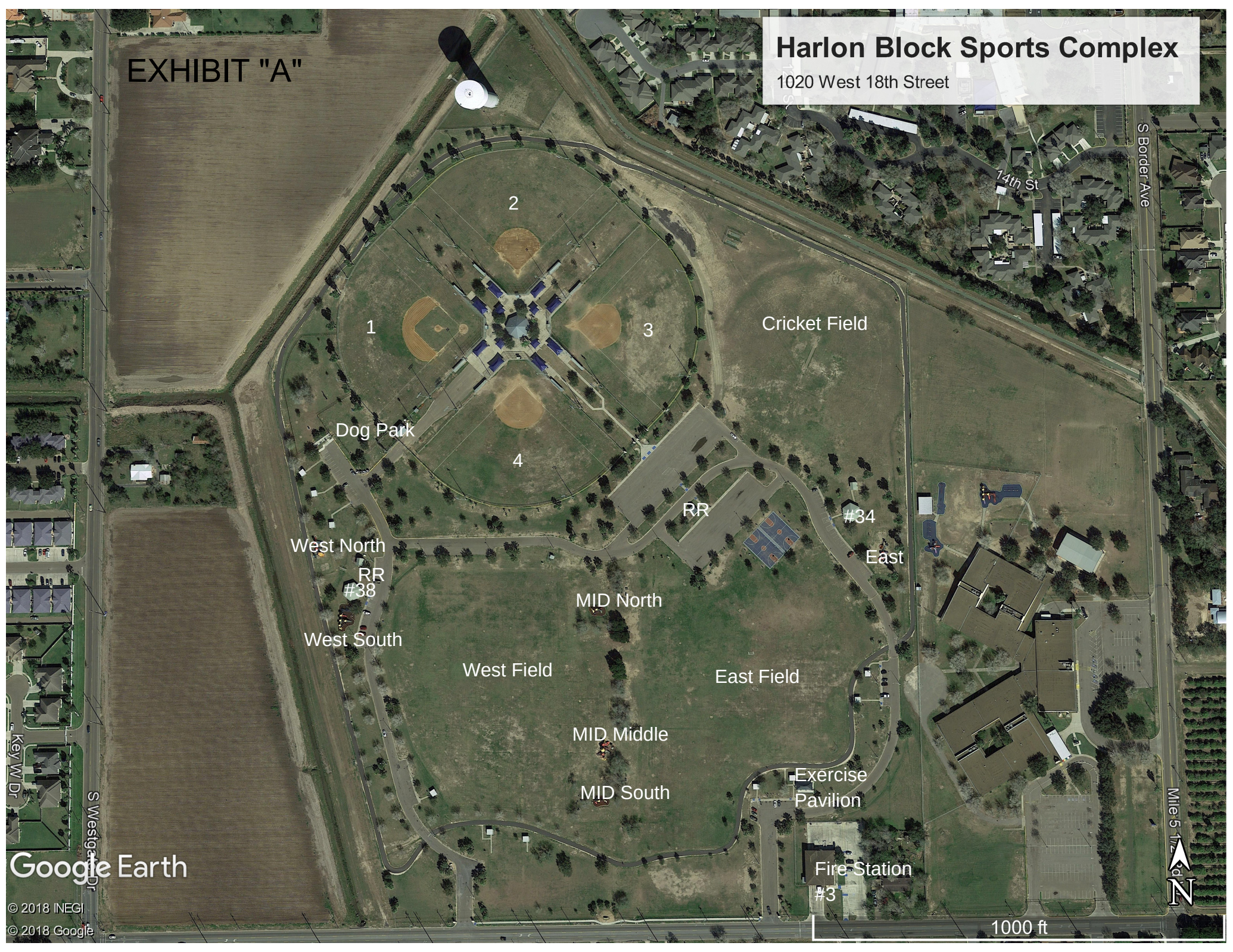
Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3317	
From:			
Subject: Approval of the Lease Agreements with the Weslaco Youth Football League to host the Summer and Fall Youth Flag Football Season at Harlon Block Sports Complex open area and Isaac Rodriguez Park authorize the Mayor to execute any related documents. (Staffed by Parks Department.)			
Background: The first agreement is for Weslaco Youth Football Summer League is from June 29, 2020 - August 1, 2020 and the second agreement is for the Weslaco Youth Flag Football Fall Season from August 31, 2020 - February 15, 2021 at Harlon Block Sports Complex open area and Isaac Rodriguez Park.			
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 Omar Rodriguez Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Approved.			
Attachments, if any: Harlon Block Sports Complex Exhibit A, Isaac Rodriguez Park Exhibit B, WYFL Insurance, Weslaco Youth Football Agreement-SUMMER, Weslaco Youth Football Agreement-FALL			
Responsibilities upon Approval:			

EXHIBIT "A"

Harlon Block Sports Complex

1020 West 18th Street



Google Earth

© 2018 INEGI
© 2018 Google



1000 ft

Isaac Rodriguez Park

1200 E. 6th St.

E 6th St

E 6th St

Exhibit "B"

Isaac D.
Rodriguez
Park

Weslaco Service Center

Parking Lot

Multi-Purpose Field

Minor Field

Concession
Stand

Restrooms

Knapp Medical Boulevard

Knapp Medical Boulevard

Knapp Medical Boulevard

Knapp Medical Boulevard

Google





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Terry L. Green & Associates 3100 Five Forks Trickum Rd Suite 101 Lilburn, GA 30047	CONTACT NAME: PHONE (A/C, No, Ext): 1-800-550-5029 E-MAIL ADDRESS: info@esportsinsurance.com		FAX (A/C, No): 770-978-2780
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Weslaco Youth Football League P.O. Box 1261 Weslaco, Texas 78599	INSURER A: AEGIS SECURITY INSURANCE COMPANY		# 33898
	INSURER B: AEGIS SECURITY INSURANCE COMPANY		# 33898
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Participant ☒ Sexual Abuse GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ESL1-Y20045	8/1/2019 12:01 AM	8/1/2020 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PARTICIPANTS \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ESL1-Y20045	8/1/2019 12:01 AM	8/1/2020 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident Coverage Excess Coverage			ESA-Y10045	8/1/2019 12:01 AM	8/1/2020 12:01 AM	Accident Medical Expense Benefit \$100,000 Accident Medical Expense Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided under this policy for sponsored and supervised activities of the named insured for which a premium has been paid.

Activities Covered: Youth Football (Tackle) & Cheerleading & Cheer

Certificate Holder Named as Additional Insured

CERTIFICATE HOLDER

City of Weslaco
255 S. Kansas Ave.
Weslaco, Texas 78596

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this ____ day of _____ 2020, by and between the City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave. Weslaco, Texas 78596, Licenser, (hereinafter referred to as " CITY"), and Weslaco Youth Football League, P. O. Box 1261 Weslaco Texas 78599 hereinafter referred to as " LICENSEE".

WITNESSTH

- A. CITY owns all rights, title and interest in Harlon Block Sports Complex; and, has the authority to grant this License; and
- B. LICENSEE desires to use the described facility(s) for the purpose described herein; and
- C. CITY is willing to permit LICENSEE to use said facility(s) in such a manner as described herein.

1. GRANT OF LICENSE

- 1. 1. The CITY grants a license to the LICENSEE to non- exclusive use and the LICENSEE licenses from the CITY the portions of the Harlon Block Sports Complex West Field and East Field located at 1020 West 18th Street, Weslaco Texas 78596 as indicated in Attachment "A — Harlon Block Sports Complex Labeled" hereinafter referred to as the FACILITIES.
- 1. 2. The term of this license is for the period of June 29, 2020 through August 1, 2020. Specific times and days of use to be mutually agreed upon with the "CITY' S" Director of Parks & Recreation.
- 1. 3. The "LICENSEE" will provide a schedule of "LICENSEE' S" activities to "CITY" at least two (2) weeks prior to start of such activities.
- 1. 4. The LICENSEE shall have the right to occupy and use the Facility(s) for the purposes of presenting a Youth Tackle/ Flag/ Cheer Football Program hereinafter referred to as "LEAGUE". The right to occupy and use the FACILITY by LICENSEE shall not be construed as an endorsement by the CITY of the LEAGUE or purposes thereto.
- 1. 5. This Agreement is non-transferrable and the LICENSSEE shall not assign this Agreement nor sublet FACILITY without the prior written consent of the CITY.

1. LICENSING FEE

- 2. 1 The CITY will not charge LICENSEE any rent for the use of licensed premises.

3. INDEMNIFICATION AND HOLD HARMLESS

- 3. 1 LICENSEE agrees to indemnify the City of Weslaco, from all claims, suits, damages, costs, losses and expenses in any manner arising out of connected to the viewing of the movie or the sale of any concession items.
- 3. 2 The "LICENSEE" will carry liability insurance in an amount sufficient to protect the "CITY's" interest in the lease premises and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.

4. MISCELLANEOUS

- 4. 1 "LICENSEE" will be responsible for all the equipment needed to present the LEAGUE. This equipment may be set up only on the day(s) of the LEAGUE and must be removed immediately after the event.
- 4. 2 The "LICENSEE" shall endeavor to assist the "CITY" in providing a safe and clean complex for participants, spectators and visitors.
- 4. 3 The "LICENSEE" will be allowed to park one (1) vehicle next to the concession stand for the sole purpose of providing equipment & supplies for "LICENSEE's" activities. All other automobiles and vehicles will park in areas designated for such purpose by "CITY".
- 4. 4 The "LICENSEE" is responsible for scheduling games and providing adult supervision at all LICENSEE's" activities.
- 4. 5 The "CITY" maintains its right to decide when the field is unplayable due to current or anticipated weather conditions.
- 4. 6 The "LICENSEE" will provide the "CITY" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquiries to the proper authorities regarding this LEAGUE.
- 4. 7 The "LICENSEE" shall report any repairs or potential hazards to the "CITY' S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" responsible for any injuries or damages resulting from said hazards.
- 4. 8 The "CITY" will maintain the leased premises including mowing and marking painted field lines. Maintenance scheduling will be determined by "CITY" upon advanced receipt of a schedule of LICENSEE'S" activities.
- 4. 9 The "CITY" undertakes no responsibility and is under no obligation to obtain sponsors for LICENSEE's" activities.
- 4. 10 The "LICENSEE" will provide the " CITY" an accounting of all monies collected in registration fees, concession stand revenues and expenses incurred upon demand in a form and manner acceptable to " CITY". The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.

4. 11 The "LICENSEE" affirms that the person signing on behalf of the "LICENSEE" is authorized to execute this lease agreement with the "CITY".
4. 12 "CITY" has the right to cancel this lease agreement without cause by providing thirty (30) days' written notice of said termination.
4. 13 If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The LICENSEE shall indemnify and save the CITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.
4. 14 LICENSEE shall be responsible for all associated licensing fees, permits, costs, and taxes.
4. 15 GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement. Venue shall be the state and federal courts located in Hidalgo County, Texas.

IN WITNESS WHEREOF, the undersigned hereby execute this license agreement as of the day and year first above written

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

WESLACO YOUT FOOTBALL LEAGUE

Juan E. Gonzalez, CITY ATTORNEY

CHAIRMAN

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this ____ day of _____ 2020, by and between the City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave. Weslaco, Texas 78596, Licensor, (hereinafter referred to as "CITY"), and Weslaco Youth Football League, P. O. Box 1261 Weslaco Texas 78599 hereinafter referred to as "LICENSEE".

WITNESSTH

- A. CITY owns all rights, title and interest in Isaac Rodriguez Park and Harlon Block Sports Complex; and, has the authority to grant this License; and
- B. LICENSEE desires to use the described facility(s) for the purpose described herein; and
- C. CITY is willing to permit LICENSEE to use said facility(s) in such a manner as described herein.

1. GRANT OF LICENSE

- 1. 1. The CITY grants a license to the LICENSEE to non- exclusive use and the LICENSEE licenses from the CITY the portions of the Harlon Block Sports Complex West Field and East Field located at 1020 West 18th Street, Weslaco Texas 78596 as indicated in Attachment "A — Harlon Block Sports Complex Labeled"; and the Isaac Rodriguez Park Multi -Purpose Field, Minor Practice Field, Parking Lot and Concession Stand, located at 1200 E. 61h Street, Weslaco Texas 78596 as described in Attachment "B — Isaac Rodriguez Park Labeled" hereinafter referred to as the FACILITIES.
- 1. 2. The term of this license is for the period of August 31, 2020 through February 15, 2020. Specific times and days of use to be mutually agreed upon with the "CITY' S" Director of Parks & Recreation.
- 1. 3. The "LICENSEE" will provide a schedule of "LICENSEE' S" activities to "CITY" at least two (2) weeks prior to start of such activities.
- 1. 4. The LICENSEE shall have the right to occupy and use the Facility(s) for the purposes of presenting a Youth Tackle/ Flag/ Cheer Football Program hereinafter referred to as "LEAGUE". The right to occupy and use the FACILITY by LICENSEE shall not be construed as an endorsement by the CITY of the LEAGUE or purposes thereto.
- 1. 5. This Agreement is non-transferrable and the LICENSSEE shall not assign this Agreement nor sublet FACILITY without the prior written consent of the CITY.

1. LICENSING FEE

- 2. 1 The CITY will not charge LICENSEE any rent for the use of licensed premises.

3. INDEMNIFICATION AND HOLD HARMLESS

3. 1 LICENSEE agrees to indemnify the City of Weslaco, from all claims, suits, damages, costs, losses and expenses in any manner arising out of connected to the viewing of the movie or the sale of any concession items.
3. 2 The "LICENSEE" will carry liability insurance in an amount sufficient to protect the "CITY's" interest in the lease premises and said insurance shall name the "CITY" as an additional insured with the requirement that said insurance provider shall provide the "CITY" notice of any cancellation or revision of said insurance policy.

4. MISCELLANEOUS

4. 1 "LICENSEE" will be responsible for all the equipment needed to present the LEAGUE. This equipment may be set up only on the day(s) of the LEAGUE and must be removed immediately after the event.
4. 2 The "LICENSEE" shall endeavor to assist the "CITY" in providing a safe and clean complex for participants, spectators and visitors.
4. 3 The "LICENSEE" will be allowed to park one (1) vehicle next to the concession stand for the sole purpose of providing equipment & supplies for "LICENSEE's" activities. All other automobiles and vehicles will park in areas designated for such purpose by "CITY".
4. 4 The "LICENSEE" is responsible for scheduling games and providing adult supervision at all LICENSEE's" activities.
4. 5 The "CITY" maintains its right to decide when the field is unplayable due to current or anticipated weather conditions.
4. 6 The "LICENSEE" will provide the "CITY" Parks and Recreation Department appropriate contact phone numbers for the purpose of directing public inquiries to the proper authorities regarding this LEAGUE.
4. 7 The "LICENSEE" shall report any repairs or potential hazards to the "CITY' S" Parks and Recreation Department. However, the reporting of these hazards does not in any way, shape or form make the "CITY" responsible for any injuries or damages resulting from said hazards.
4. 8 The "CITY" will maintain the leased premises including mowing and marking painted field lines. Maintenance scheduling will be determined by "CITY" upon advanced receipt of a schedule of LICENSEE'S" activities.
4. 9 The "CITY" undertakes no responsibility and is under no obligation to obtain sponsors for LICENSEE's" activities.
4. 10 The "LICENSEE" will provide the " CITY" an accounting of all monies collected in registration fees, concession stand revenues and expenses incurred upon demand in a form and manner acceptable to " CITY". The "CITY" may at any time demand such accounting and failure to do so will result in an automatic termination of this agreement.

4. 11 The "LICENSEE" affirms that the person signing on behalf of the "LICENSEE" is authorized to execute this lease agreement with the "CITY".
4. 12 "CITY" has the right to cancel this lease agreement without cause by providing thirty (30) days' written notice of said termination.
4. 13 If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The LICENSEE shall indemnify and save the CITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.
4. 14 LICENSEE shall be responsible for all associated licensing fees, permits, costs, and taxes.
4. 15 GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement. Venue shall be the state and federal courts located in Hidalgo County, Texas.

IN WITNESS WHEREOF, the undersigned hereby execute this license agreement as of the day and year first above written

CITY OF WESLACO

David Suarez, MAYOR

ATTEST:

Norma A. Cantu, INTERIM CITY SECRETARY

APPROVED AS TO FORM:

WESLACO YOUT FOOTBALL LEAGUE

Juan E. Gonzalez, CITY ATTORNEY

CHAIRMAN



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3324	
From:			
Subject: Discussion and consideration to approve Resolution 2020-22 appointing one member to an expired term on the Weslaco Mid Valley Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
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 Aida Vega Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends appointing Raul Cabaza. Approved.			
Attachments, if any: Weslaco Mid Valley Airport Committee, Raul Cabaza, III - airport board letter, R2020-22 airport- one expired term			
Responsibilities upon Approval:			

WESALCO MID-VALLEY AIRPORT COMMITTEE

STAGGARED TERM	LAST	FIRST
6/08/2020	Cabaza, III	Raul
6/08/2021	Beckwith	Art
6/08/2021	Holmes	Don Ed
6/08/2021	Payne	Bud
6/08/2022	Barbee	Terry
6/22/2022	Montalvo, III	Ramon
6/22/2022	Summers	Randall

May 28, 2020

Honorable David Suarez, Mayor
City of Weslaco
255 South Kansas Ave.
Weslaco, Texas 78596

Re: Airport Advisory Board Membership

Dear Mayor Suarez,

Serving on the Airport Advisory Board the last few years has been inciteful and I think it is a major economic development attraction for Weslaco and the Rio Grande Valley. Andrew and his team are always informed and give good guidance.

I am interested in continuing to serve and hope that you and the City Commission allow me to do so.

Sincerely,

Raul Cabaza, III

Raul Cabaza, III
1311 So. Texas Blvd
Weslaco, Texas 78596

cc. Mike R. Perez, City Manager
cc. Andrew Munoz, Assistant City Manager
cc. Randy Summers, Chair

RESOLUTION NO. 2020-22

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
MEMBERS TO THE WESLACO MID-VALLEY AIRPORT
COMMITTEE.**

WHEREAS, the City of Weslaco has established the Weslaco Mid-Valley Airport Committee pursuant to Chapter 6 Airport Section 6-34 of the Weslaco Municipal Code of Ordinances; and,

WHEREAS, the members of this board shall serve staggered terms of three years with not more than three committee member's terms expiring on the same date; and,

WHEREAS, the Weslaco Mid-Valley Airport Committee members shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS the following individual is appointed to serve on the Weslaco Mid-Valley Airport Committee.

NAME

TERM ENDING

June 8, 2023

PASSED AND APPROVED on this 2nd day of June 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: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3293	
From:			
Subject: Discussion and consideration on a request for funding assistance from Dice Productions for Weslaco Movies at the Park in the amount of \$1,861.38 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks & Recreation Department)			
Background: Due to COVID-19 pandemic, Martin Garcia Jr is requesting funding assistance of \$1,861.38 to continue Movies at the Park event starting July 10, 2020 at Mayor Pablo Pena (City) Park.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu Mike Perez Olga Garza Omar Rodriguez Mike Perez		Created/Initiated New	
City Manager Comments:			
Staff Recommendation: Staff recommends denial of funding.			
Attachments, if any: Weslaco Movies at the Park 2020 - Funding Request, Fully executed License Agreement re Annual Movies at the Park			
Responsibilities upon Approval:			

Martin Garcia Jr

DICE Productions – Movies at the Park

4822 N. 5 ½ W., Weslaco, TX 78599 * 956-463-6251 * mgarcia922@yahoo.com

May 15, 2020

Mayor David Suarez
Office of the Mayor
255 S. Kansas Ave.
Weslaco, TX 78596

Dear Mayor Suarez,

As you are fully aware, the impact of COVID-19 has taken a drastic toll on small businesses around our great city. If local businesses are unable to rebound, they risk closing permanently as this crisis continues.

Over the past nine years, the service that we provide relies strictly on the funding from sponsorships of these small businesses who are currently struggling due to Covid-19. Those sponsorship funds assist with the licensing fees for each movie, prizes/giveaways, advertisement for those local businesses at this event, and scholarships monies awarded annually to Weslaco High & Weslaco East graduates. I have enjoyed every single moment spent out at the park, bringing smiles to the faces of those individuals and families that make every Thursday during the summer months, a movie night—and hope to continue to do so.

In the past I have never requested payment for the services that I have provided, but during these trying times, I am asking for your assistance. This is not only for the purpose to continue this wonderful tradition of Weslaco: Movies at the Park, but to also assist with funding for this year's event. As you may know, our event serves as an outlet for those who are part of our community ---- An outlet to spend quality time with friends and family as they enjoy a free movie at our local park. Of course, by practicing social distancing measures we can still provide a safe environment for all of our patrons if you and your team agree to move forward with allowing this year's event to take place

Mayor David Suarez

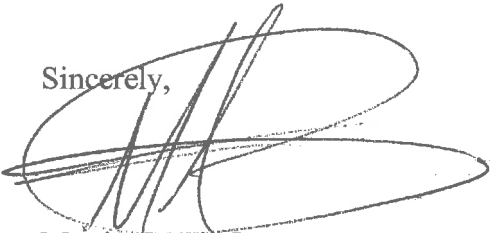
May 15, 2020

Page 2

starting Thursday, July 10, 2020. At this time, I find it difficult to ask our local businesses who are struggling to assist with funding for the four movies that have been selected for 2020. The grand total for movie licenses for Weslaco: Movies at the Park 2020 is \$1,861.38. If for any reason, you and your team decide that funding this event for 2020 is not feasible, I unfortunately lack the resources currently to solely fund this year's event.

Thank you in advance and I hope to hear from you soon. Please continue to practice social distancing, wash your hands, utilize your mask ---- and together we remain strong. WESLACO STRONG!

Sincerely,

A handwritten signature in black ink, appearing to read 'Martin Garcia Jr.', written over a large, loopy, oval-shaped scribble.

Martin Garcia Jr.
Director of Operations/Dice Productions
Movies at the Park

FACILITY LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made and entered into this 11 day of March 2020, by and between the City of Weslaco, a home-ruled municipal corporation; 255 S. Kansas Ave. Weslaco, Texas 78596, Licensors, (hereinafter referred to as "CITY"), and Martin Garcia Jr. dba DICE Productions; 4822 N. 5 ½ W. Weslaco, Texas 78599 hereinafter referred to as "LICENSEE".

WITNESSTH

- A. CITY owns all rights, title and interest in Mayor Pablo G. Pena City Park and has the authority to grant this License; and
- B. LICENSEE desires to use the described facility for the purpose described herein, and
- C. CITY is willing to permit LICENSEE to use said facility in such a manner as described herein.



1. GRANT OF LICENSE

- 1.1. The CITY grants a license to the LICENSEE to use and the LICENSEE licenses from the CITY the portions of the Mayor Pablo G. Peña City Park located at 300 N. Airport Drive, Weslaco Texas 78596 as indicated in Exhibit "A" (occupancy 500 people) hereinafter referred to as the FACILITY.
- 1.2. The term of this license is for the period of 7:00 p.m. until 10:30 p.m. during the following day(s) as shown:
 - DATE: Thursday, July 9, 2020
 - DATE: Thursday, July 16, 2020
 - DATE: Thursday, July 23, 2020
 - DATE: Thursday, July 30, 2020
- 1.3 USE: The LICENSEE shall have the right to occupy and use the Facility for the purposes of presenting the summer outdoor film series "Weslaco Movies at the Park" hereinafter referred to as the "SERIES". The right to occupy and use the FACILITY by LICENSEE shall not be construed as an endorsement by the CITY of the SERIES or purposes thereto.
- 1.4 This Agreement is non-transferrable and the LICENSSEE shall not assign this Agreement nor sublet FACILITY without the prior written consent of the CITY.

2. LICENSING FEE

- 2.1 The CITY will not charge LICENSEE any rent for the use of leased premises.

3. INDEMNIFICATION AND HOLD HARMLESS

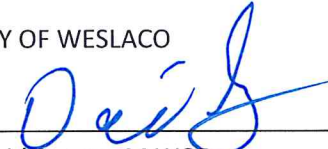
- 3.1 LICENSEE agrees to indemnify the City of Weslaco, from all claims, suits, damages, costs, losses and expenses in any manner arising out of connected to the viewing of the movie or the sale of any concession items.

4. MISCELLANEOUS

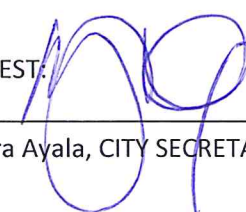
- 4.1 LICENSEE will be responsible for all the equipment needed to present the movie(s). This equipment may be set up only on the day(s) of the SERIES and must be removed immediately after the event.
- 4.2 LICENSEE will be allowed to park on (1) vehicle and trailer of the purpose of the projection screen placement. All other automobiles and vehicles must park in areas designated for such purpose by the CITY.
- 4.3 If any material, composition or name to be used or performed under this AGREEMENT is copyrighted, the LICENSEE shall be responsible for securing, before using or employing such material, composition or name, the assent in writing, of the owner or licensee of such copyright. The LICENSEE shall indemnify and save the CITY harmless from any and all claims, expenses or suits for copyright infringements which may arise from the performance of this Agreement.
- 4.4 LICENSEE shall be responsible for all associated licensing fees, permits, costs, and taxes.
- 4.5 LICENSEE will be allowed to have a concession stand and sell popcorn, pickles, candy and drinks.
- 4.6 GOVERNING LAW: This Agreement shall be governed by and construed under the laws of the State of Texas, which shall also be the forum for any law suit arising from or incident to this Agreement. Venue shall be the state and federal courts located in Hidalgo County, Texas.

IN WITNESS WHEREOF, the undersigned hereby execute this lease agreement as of the day and year first above written

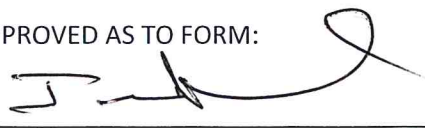
CITY OF WESLACO

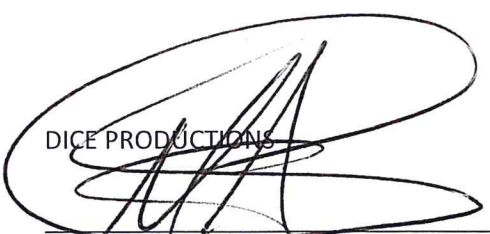

David Suarez, MAYOR

ATTEST:


Myra Ayala, CITY SECRETARY

APPROVED AS TO FORM:


JUAN GONZALEZ, CITY ATTORNEY


DICE PRODUCTIONS

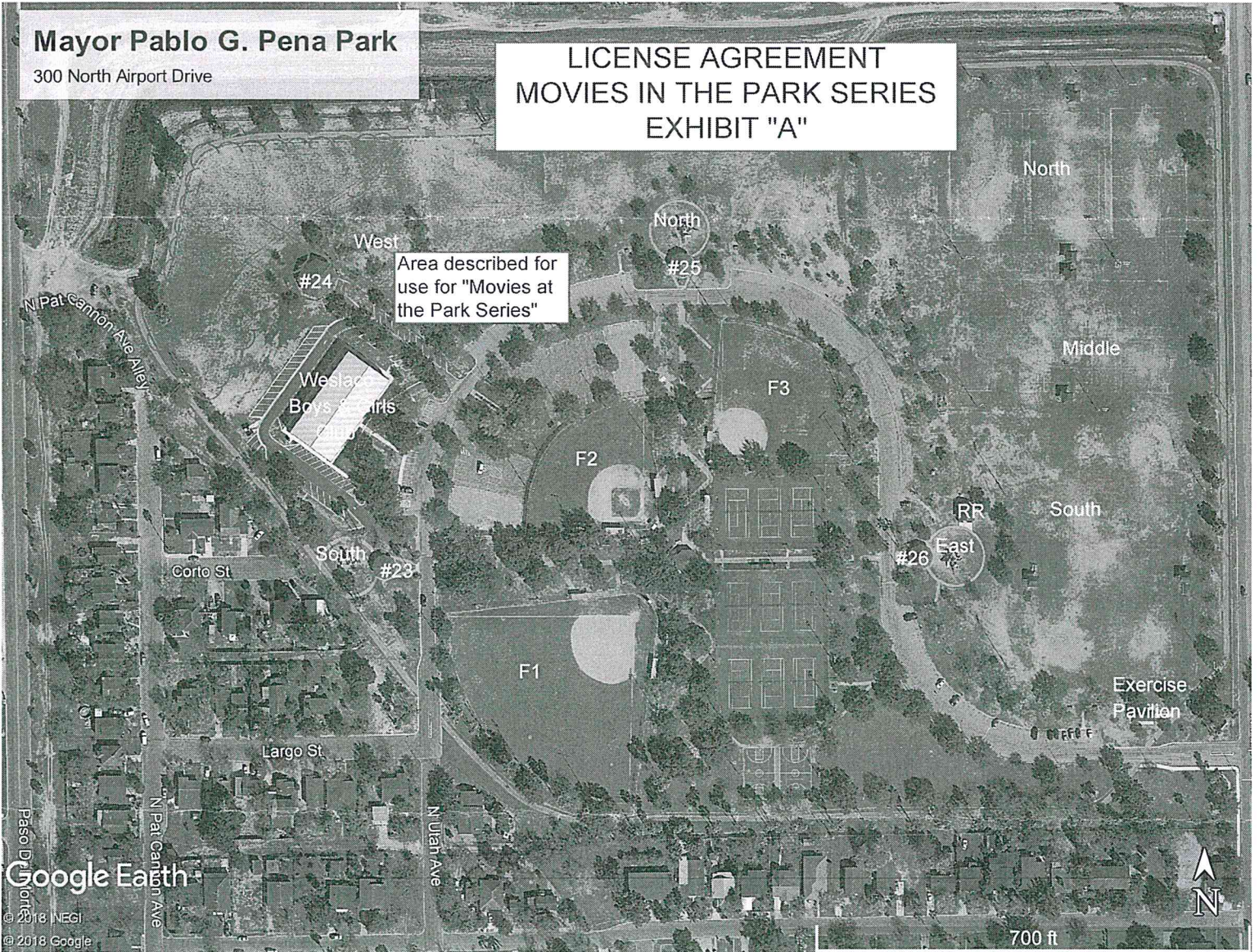
Martin Garcia Jr. dba DICE Productions

Mayor Pablo G. Pena Park

300 North Airport Drive

LICENSE AGREEMENT MOVIES IN THE PARK SERIES EXHIBIT "A"

Area described for
use for "Movies at
the Park Series"



Google Earth

© 2018 NECI
© 2018 Google

DICE Productions

Martin Garcia Jr.
4822 N. 5 1/2 W.
Weslaco, TX 78599
Phone 956-463-6251

Service Proposal

DATE: 01/17/2020

MOVIES AT THE PARK PROPOSAL

City of Weslaco
Omar Rodriguez
Weslaco Parks and Recreations Director

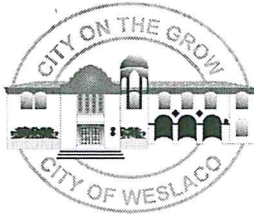
MOVIE LOCATION

Mayor Pablo G. Pena Park
300 N. Airport Dr., Weslaco Tx

SERVICE DESCRIPTION	Movies		AMOUNT
<u>Public Viewing of Four (4) Movies at Mayor Pablo G. Pena Park</u> - Thursday Nights - July 9th, July 16th, July 23nd, July 30th ***** Four (4) Movies - Spies in Disguise (2019) - Frozen II (2019) - The Lion King (2019 Live Action) - Toy Story 4 (2019) DICE Productions will be responsible for: - Movie & Licensing Fee - Projector - Projector Screen - Sound System (Includes MC)	4		
City of Weslaco will be responsible for: - Location - Providing utilities (electricity), Trash Bins, & restroom accessibility ***Rain-out events will be rescheduled***			
THANK YOU!			TOTAL: N/A

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

February 28, 2020

Mr. Martin Garcia, Jr., Director of Operations
Movies at the Park & DICE Productions
4822 N. 5½W.
Weslaco, Texas 78599

Dear Mr. Garcia:

At their regular meeting of February 28, 2020, the Weslaco City Commission renewal of License Agreement for Annual "Movies at the Park" at Mayor Pablo G. Peña City Park located at 300 N. Airport Drive for the 2020 season and authorized the Mayor to execute any related documents.

Enclosed please find the lease agreement as executed by Mayor Suarez; kindly execute, retain a copy and return the original agreement to the City for its records.

Please note the City does not consider any agreement effective until filed fully executed.

Should you have any questions, please do not hesitate to call Omar Rodriguez at (956) 968-3181, Ext. 1701.

Sincerely,

Myra L. Ayala
City Secretary

MLA/mv

C: Omar Rodriguez, Parks & Recreation Director



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3180	
From:			
Subject: Discussion and consideration on Ordinance 2020-13 amending Ordinance 2020-02 to postpone Special Election of May 2, 2020 and move to General Election on November 03, 2020 and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-13. Possible action. (Staffed by City Secretary Department.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Ordinance - First Reading			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Aida Vega Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: O2020-13 Charter Amendment Election Ord. ENG SPAN for May			
Responsibilities upon Approval:			

ORDINANCE NO. 2020-13
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 NOVEMBER 03,
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. 2020-13
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 03 DE
NOVIEMBRE DE 2020, PROPONIENDO ENMIENDAS DE
ESTATUTO AL ARTÍCULO V, SECCIÓN 2 Y SECCIÓN 5; Y
LLAMANDO A UNA ELECCIÓN ESPECIAL SOBRE DICHAS
CUESTIONES QUE OFRECEN AVISO PÚBLICO Y UNA FECHA
EFFECTIVA.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Commission seeks and will consider a date of November 03, 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 03 de Noviembre 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 November 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 Noviembre 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 November 03, 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 03 de Noviembre 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: _____
David Suarez, **MAYOR**

ATTEST:
DAR FE:

BY: _____
Norma A. Cantu, **INTERIM CITY SECRETARY**

APPROVED AS TO FORM:
APROBADO EN FORMA:

BY: _____
Juan E. Gonzalez, **CITY ATTORNEY**



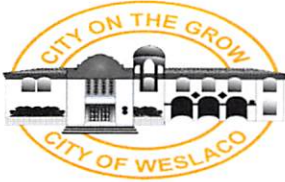
Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3307	
From:			
Subject: Discussion and consideration to award lowest bid to Stewart and Stevenson at a cost not to exceed \$20,054.85 for the refurbishment and repair of generator located at North Waste Water Treatment Plant and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Generator located at North Waste Water Treatment Plant is inoperative and needs to be fully operational for hurricane season and other emergency situations. Initially quotes were obtained, yet it was determined that costs would exceed \$25k, and at city manager's direction the city solicited sealed bids for the repair of generator.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Budget Amendment			
If item previously considered, provide date and action by Commission: On April 21, 2020 the Weslaco City Commission authorized staff to solicit sealed bids for the repair of generator.			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners: Request for bids was advertised in the Advance News Journal Newspaper in accordance with Texas Local Government Code 252.041 and also advertised in the city website bid stream portal. 1st advertisement: 4/29/2020 2nd advertisement: 5/6/2020			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Homer Rhodes Vidal Roman Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: REFURBISHED & NEW RADIATOR TAB			
Responsibilities upon Approval:			

Contact awarded vendor and coordinate work order to repair generator.

CITY OF WESLACO

GENERATOR REPAIR @ NWWTP / RFB 2019-20-16 TABULATION



STEWART & STEVENSON
2701 N. CAGE BLVD
PHARR, TEXAS
956-283-3502
JERRY PEREZ
j.perez@ssss.com

KW POWER SERVICES
11061 HAWKS LANDING RD
HASLET, TEXAS 76052
469-866-6606
BRET SIEWART
sales@kwpowerservices.com

CUMMINS SALES & SERVICE
058 SOUTHERN MINERALS RD
CORPUS CHRISTI, TX 78409
361-445-2167
TOM SOUSEK
thomas.sousek@cummins.com

DESCRIPTION

1	LABOR HOUR RATE	\$11,200.00	\$10,800.00	\$6,510.50
2	MILEAGE / TRAVEL	\$275.00	\$4,500.00	\$2,060.00
3	DIAGNOSTIC FEE	\$0.00	\$0.00	\$0.00
4	OTHER COSTS	\$1,064.00	\$2,000.00	\$475.00
5	REFURBISHED - RADIATOR	\$4,350.00	\$6,200.00	\$23,522.99
6	RADIATOR HOSE 503-2132	\$108.60	\$30.00	\$79.84
7	RADIATOR HOSE 503-2135	\$85.00	\$50.00	\$62.20
8	NEW - FUEL PUMP	\$1,100.00	\$400.00	\$843.86
9	ENGINE COOLANT	\$916.25	\$1,050.00	\$818.04
10	OTHER COSTS	\$956.00	\$0.00	\$1,189.18
		\$20,054.85	\$25,030.00	\$35,561.61
11	ALTERNATE BID REPAIR & REFURBISH EXISTING RADIATOR	\$4,350.00	\$6,200.00	\$0.00

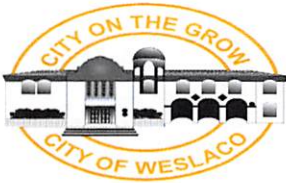
30 days turnaround
90 day warranty

Tabulation created by: Homer Rhodes on: 5/22/2020

Homer Rhodes
5-22-20

CITY OF WESLACO

GENERATOR REPAIR @ NWWTP / RFB 2019-20-16 TABULATION



STEWART & STEVENSON
2701 N. CAGE BLVD
PHARR, TEXAS
956-283-3502
JERRY PEREZ
j.perez@ssss.com

KW POWER SERVICES
11061 HAWKS LANDING RD
HASLET, TEXAS 76052
469-866-6606
BRET SIEWART
sales@kwpowerservices.com

CUMMINS SALES & SERVICE
058 SOUTHERN MINERALS RD
CORPUS CHRISTI, TX 78409
361-445-2167
TOM SOUSEK
thomas.sousek@cummins.com

DESCRIPTION

1	LABOR HOUR RATE	\$11,200.00	\$10,800.00	\$6,510.50
2	MILEAGE / TRAVEL	\$275.00	\$4,500.00	\$2,060.00
3	DIAGNOSTIC FEE	\$0.00	\$0.00	\$0.00
4	OTHER COSTS	\$1,064.00	\$2,000.00	\$475.00
5	NEW - RADIATOR	\$28,654.00	\$24,000.00	\$23,522.99
6	RADIATOR HOSE 503-2132	\$108.60	\$30.00	\$79.84
7	RADIATOR HOSE 503-2135	\$85.00	\$50.00	\$62.20
8	NEW - FUEL PUMP	\$1,100.00	\$400.00	\$843.86
9	ENGINE COOLANT	\$916.25	\$1,050.00	\$818.04
10	OTHER COSTS	\$956.00	\$0.00	\$1,189.18
		\$44,358.85	\$42,830.00	\$35,561.61
11	ALTERNATE BID REPAIR & REFURBISH EXISTING RADIATOR	\$4,350.00	\$6,200.00	\$0.00

Tabulation created by: Homer Rhodes on: 5/22/2020



Standardized Agenda Request Form

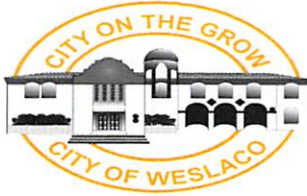
Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3302
From:		
Subject: Discussion and consideration to accept financing acquisition proposal from BCI Capital, Inc. for the Brush program - Capital Equipment utilizing capital lease proceeds in the amount of \$570,485 and amending the budget by approving Ordinance 2020-14 in same amount and authorize the Mayor to execute any related documents. First reading of Ordinance 2020-14. Possible action. (Staffed by Finance Department.)		
Background: Solicitation of Financing / Acquisition funding for Brush Capital Equipment that was approved on 5/19/2020. The most advantageous response was from BCICapital, Inc. A Budget amendment is also to be considered for approval.		
Funding Source (budget code, if applicable): 540-5336-550100		
Amount: \$0.00	Term of Impact: 5 Year Lease agreement for \$597,810.	Identified in Current Budget: Budget Amendment
Additional Action Prompted: Mayor's Signature Budget Amendment Ordinance - First Reading		
If item previously considered, provide date and action by Commission: The city commission approved the purchase of Solid Waste Rolling stock on the meeting of May 19, 2020.		
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):		
Homer Rhodes Vidal Roman Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Recommended for approval		
Attachments, if any: BRUSH EQUIP FINANCING TABULATION 2019-20-17, BUDGET AMENDMENT, O2020-14 Brush Dept budget amendment		

Responsibilities upon Approval:

Notify BCICapital, Inc. and prepare paperwork to have funding ready upon invoice of Brush Capital Equipment.

CITY OF WESLACO

BRUSH CAPITAL EQUIPMENT - ACQUISITION FUNDING RFP 2019-20-17 TABULATION



Frost Bank
100 West Houston Street
San Antonio, Texas
210.220.6850
Scott Anderson
scott.anderson@frostbank.com

KS State Bank
1680 Charles Place
Manhattan, KS 66502
785.587.4050
Christina Ummel
cummel@ksstatebank.com

BCI - Capital Finance
168 Wentworth Street
Charleston, SC 29401
410.409.7579
Michael J. Horkey
michael.horkey@cncapitalfinance.com

Option DESCRIPTION Pmts

ANNUAL PAYMENTS 5

CONTRACT AMT \$ 570,484.90
\$ 123,680.17 \$ 618,400.85
ORIGINATION FEE \$ -
INTEREST \$ 47,915.95
TOTAL \$ 618,400.85
2.75%

Pmts

CONTRACT AMT \$ 570,484.90
\$ 123,502.93 \$ 617,514.65
ORIGINATION FEE \$ -
INTEREST \$ 47,029.75
TOTAL \$ 617,514.65
2.70%

CONTRACT AMT \$ 570,484.90
\$ 119,561.69 \$ 597,808.45
ORIGINATION FEE \$ -
INTEREST \$ 27,323.55
TOTAL \$ 597,808.45
1.58%

Government Capital Corporation
345 Miron Drive
Southlake, Texas 76092
817.422.0212
Stepahie Cates
stephanie.cates@govcap.com

Option DESCRIPTION Pmts

ANNUAL PAYMENTS 5

CONTRACT AMT \$ 570,484.90
\$ 122,848.67 \$ 614,243.35
ORIGINATION FEE \$ -
INTEREST \$ 43,758.45
TOTAL \$ 614,243.35
2.17%

✓
HPR
5-19-20



June 2, 2020

(Round up all amounts to the nearest dollar)

Date _____

ORDINANCE 2020-XX

AN ORDINANCE AMENDING ORDINANCE NUMBER 2019-39, APPROVING AND ADOPTING A BUDGET FOR THE CITY OF WESLACO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020, FINDING NEED TO AMEND THE 2019-2020 MUNICIPAL BUDGET IN THE AMOUNT OF \$570,485 TO WIT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE, AND ORDAINING OTHER MATTERS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Commission this 2th day of June 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission this ____ day of _____ 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: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3292	
From:			
Subject: Discussion and consideration to maintain the drain ditch located on Mira Vista 2 Subdivision outside of city limits for approximately 600 LF and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: There is n existing drain ditch along the south side of the proposed Mira Vista No 2 Subdivision that partly lies on city limits and some is outside. The drainage ditch will be widened to accommodate subdivision drainage detention requirements. The proposed drainage ditch that will be maintained by the City is approximately 600 feet in length from the city limit boundary.			
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	
Alberto Aldana		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Mira Vista No 2			
Responsibilities upon Approval:			



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

May 13, 2020

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

Re: Mira Vista No.2

Dear Mr. Perez,

We have submitted the plans for this proposed subdivision to the City of Weslaco Planning Department.

Part of the subdivision is inside the City limits and part is outside. There is an existing Hidalgo and Cameron Counties Irrigation District No.9 (HCCID9) drain ditch along the south side of the proposed subdivision. Attached is an exhibit showing the location of the subdivisions (Mira Vista and Proposed Mira Vista No.2) along this drain ditch.

We are proposing to provide the subdivision drainage detention by widening this existing drain ditch and the Hidalgo County Drainage District No.1 and HCCID9 are in agreement.

Mr. Randy Winston, General Manager From HCCID9 is requesting a letter From the City stating that the City will maintain the portion of the drain ditch that it's outside the City limits.

Should you have any questions, please feel free to call me at 381-6480.

Respectfully,

Alfonso Quintanilla, P.E.
President

CAMINO REAL VIEJO ROAD

MIRA VISTA No. 2

DRAIN DITCH EXHIBIT

Q F.M. 1015

MIRA VISTA No. 1
(RECORDED)

ALTA VISTA DRIVE

LAS VISTAS LANE

MIRA VISTA No. 2

LAS VISTAS LANE

LAS VISTAS LANE

PLAZA DIEZ QUINCE
SUBDIVISION
(RECORDED)

WESLACO CITY LIMIT

EXIST. DRAIN DITCH
CURRENTLY MAINTAINED BY WESLACO

ADDITIONAL DRAIN DITCH
TO BE MAINTAINED BY WESLACO



SCALE: 1"= 200'



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSOQ@QHA-ENG.COM



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3306	
From:			
Subject: Discussion and consideration of an Interlocal Agreement between Hidalgo County Precinct No. 1 and the City of Weslaco to pave the proposed walking trail located at the Northside Sports Park Complex and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: Hidalgo County Precinct #1 and City of Weslaco are collaborating on special mutual projects to optimize resources and project costs. As a result, HCPct#1 has agreed to provide material and labor for the paving of the proposed walking trail at the northside sports complex. The City of Weslaco has prepared base and sub-base of the trail and is ready for paving. Costs to be reimbursed to HCPct#1 are estimated at (Staffed by Engineering)			
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):			
Alberto Aldana		Created/Initiated	
Alberto Aldana		Approved	
Mike Perez		New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval of the interlocal agreement.			
Attachments, if any: Northside Park Project Cost Estimate.pdf (002)			
Responsibilities upon Approval:			

Cost Estimate-Material
Hidalgo County Precinct No. 1
North-side Sports Complex Trail
Estimator: Luis Diaz



MATERIAL ONLY (3,964 LF)					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
1	631	Tons	1 1/2" HMAC (12' Section) x 5,536 ft Total Length	\$59.45	\$37,512.95
2	500	GAL	PRIME COAT (SS1 oil)	\$2.37	\$1,185.00
Total:				\$38,697.95	



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3323	
From:			
Subject: Discussion and consideration of an Interlocal Agreement with the City of Mercedes to reconstruct and pave Mile 2 1/2 West Rd between I.H.-2 Eastbound Frontage Rd and US Business 83 and authorize Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: City limits are located on the west side of Mile 2 1/2 West Road and we seek to reconstruct and pave the roadway with cooperation from the City of Mercedes. We propose that the City of Mercedes provide the cost of materials and the City of Weslaco provide the machinery and labor to complete the project.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Alberto Aldana		Created/Initiated	
Alberto Aldana		New	
Mike Perez			
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends Approval of the Interlocal Agreement			
Attachments, if any: Interlocal Agreement - Mile 2_5 Rd. (Weslaco-Mercedes)			
Responsibilities upon Approval:			

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WESLACO, TEXAS, AND
THE CITY OF MERCEDES, TEXAS**

THIS Agreement is made on and entered into effective as of the _____ day of _____

2020, by and between **CITY OF WESLACO, TEXAS**, hereinafter referred to as ("City of Weslaco"), and **CITY OF MERCEDES, TEXAS** hereinafter referred to as ("City of Mercedes"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a municipality defined as a "Local Government" under the ACT, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo county; and

WHEREAS, the Parties, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

WHEREAS, the Parties desire to jointly undertake a road improvement project to a portion of Mile 2 ½ West Rd. from IH-2 Eastbound Access Road to US Business 83 for approximately 1,500 linear feet, in Hidalgo County, Texas (the "Road" or "Project").

(See Exhibit A - Mile 2 ½ West Rd Project Map); and

WHEREAS, the Road serves as a connecting link and such improvements to the Road are in the public interest of the Parties.

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the ACT, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the ACT;

WHEREAS, City of Weslaco and City of Mercedes have determined the Project will serve a public purpose and provide a mutual benefit to each other.

NOW, THEREFORE, the City of Weslaco and the City of Mercedes, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described on **Exhibit A** attached hereto.
2. City of Weslaco agrees to provide all labor and machinery necessary to perform the improvements to the Road.
3. City of Weslaco will, use City's standard specifications in improvements unless otherwise agreed in writing by both parties.
4. City of Mercedes agrees to pay upon execution of this Agreement the lump sum amount of Thirty-four Thousand Three Hundred Forty-Nine and Seventy-Three one hundredths Dollars (\$34,349.73) being the estimated cost of the Project. *(See Exhibit B - Estimate).*
5. City of Weslaco and City of Mercedes will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete the Project no later than 90 days from the execution of this Agreement.
6. This Agreement replaces and supersedes any and all prior agreements between City of Weslaco and City of Mercedes with respect to the Road and/or Project.
7. City of Mercedes has authorized City of Weslaco to perform the work herein described pursuant to Tex. Trans. Code §253.
8. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
9. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
10. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
11. **Indemnification.** To the extent permitted under the Constitution and laws of the State of Texas, the CITY OF MERCEDES agrees to indemnify and hold harmless and defend CITY OF WESLACO, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or

suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

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

13. **Conflict with 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 this 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 later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.

14. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

15. **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 agent or representative) any 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 County and City and not otherwise.

16. **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.

17. **Notice.** Except as may be 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:

18.

If to City of Weslaco

City of Weslaco
Attention: Mayor David Suarez
255 S. Kansas Avenue
Weslaco, Texas 78596

If to City of Mercedes:

City of Mercedes
Attention: Mayor Henry Hinojosa
400 S. Ohio
Mercedes, Texas 78570

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.

19. **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.
20. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.
21. **Assignments.** This Assignment shall not be assignable.
22. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.
23. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
24. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
25. **Commitment of 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 (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

26. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
27. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.
29. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
30. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF MERCEDES

BY: _____
Henry Hinojosa, Mayor

ATTEST:

BY: _____
Joselynn Castillo, City Secretary

CITY OF WESLACO

BY: _____
David Suarez, Mayor

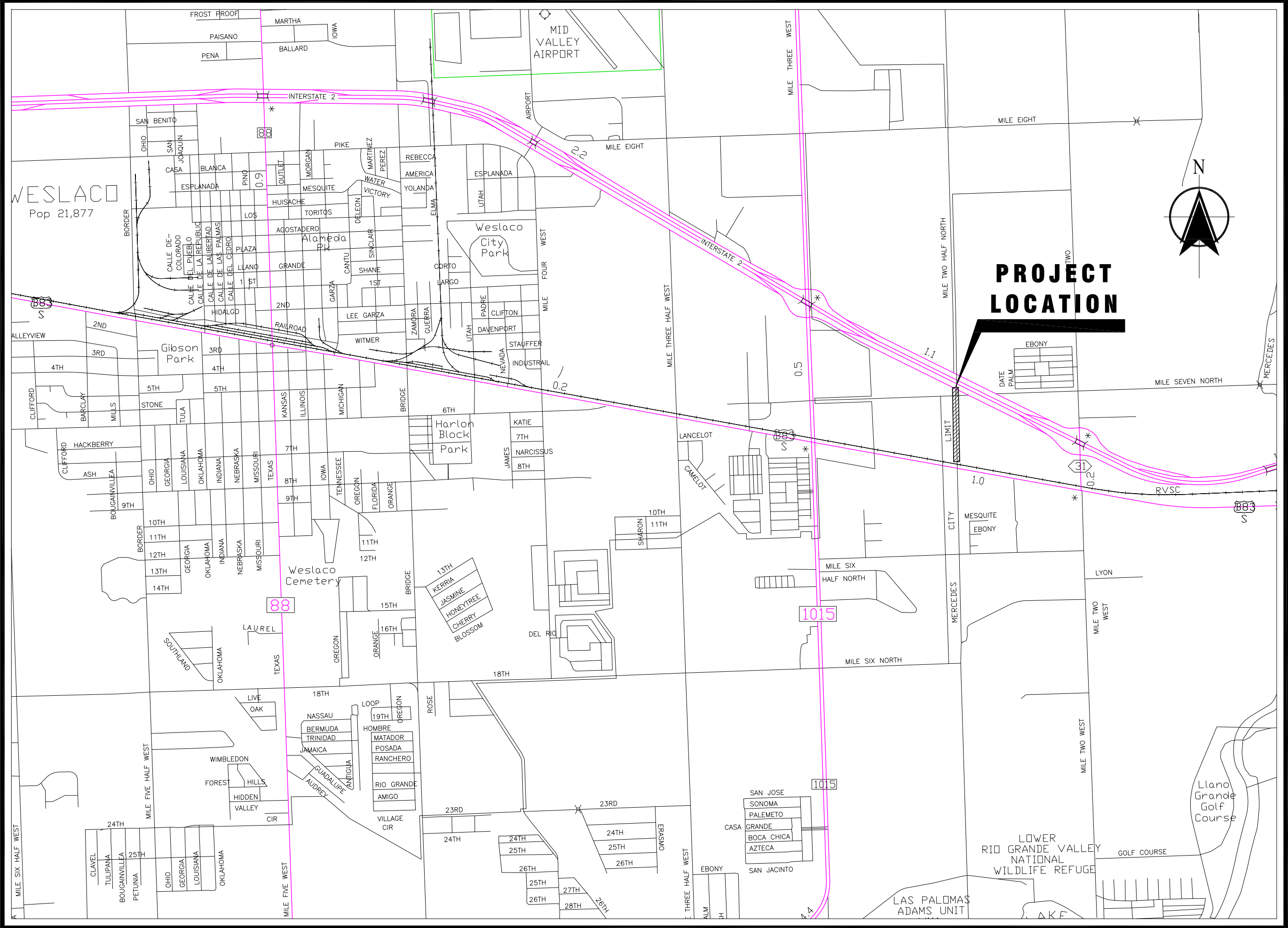
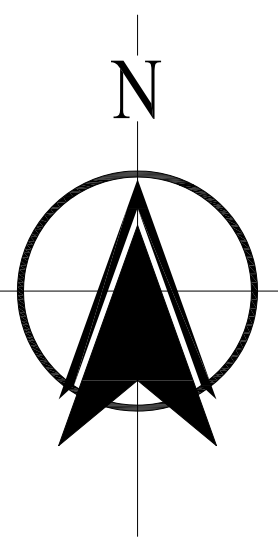
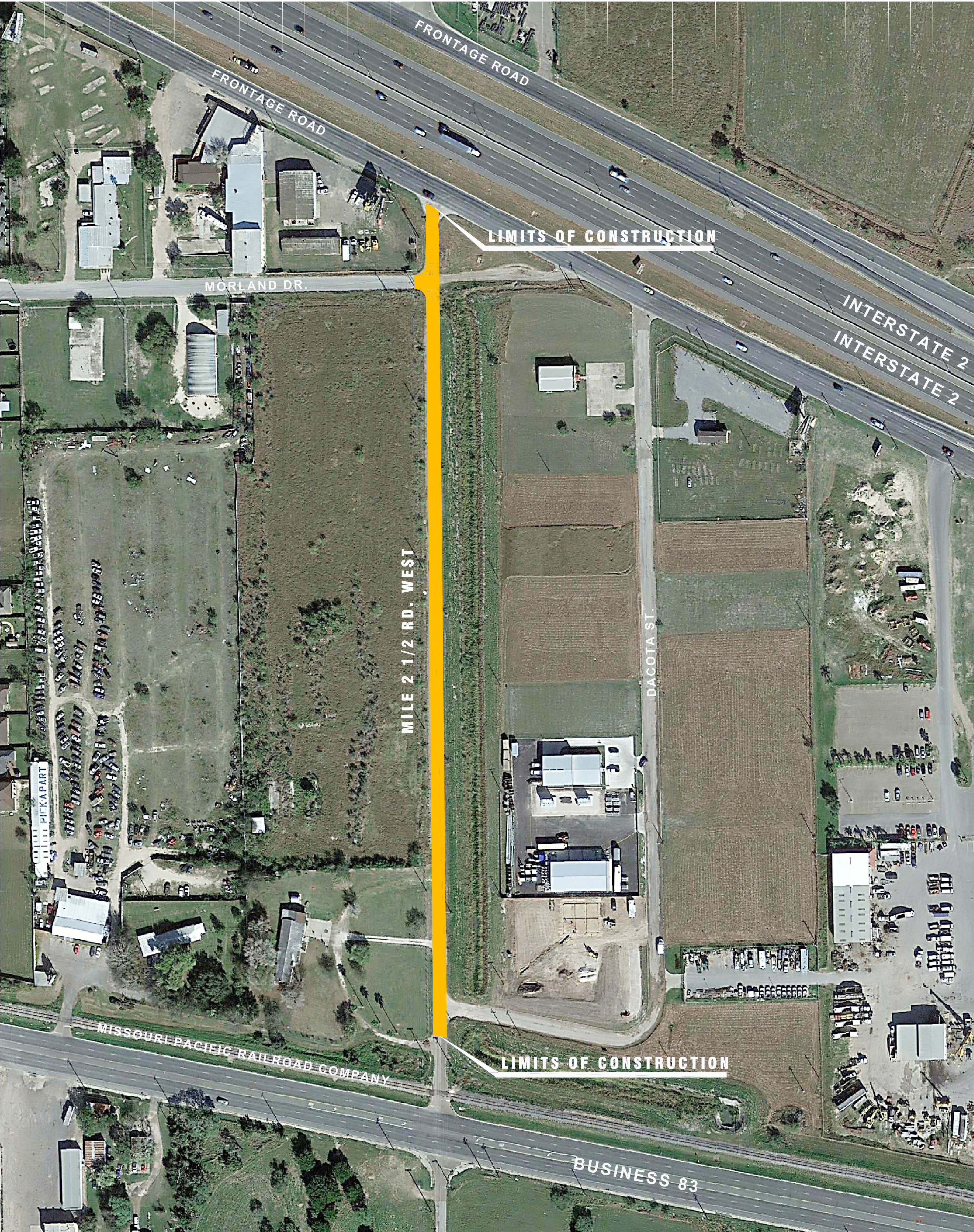
ATTEST:

BY: _____
Norma Cantu, Interim City Secretary

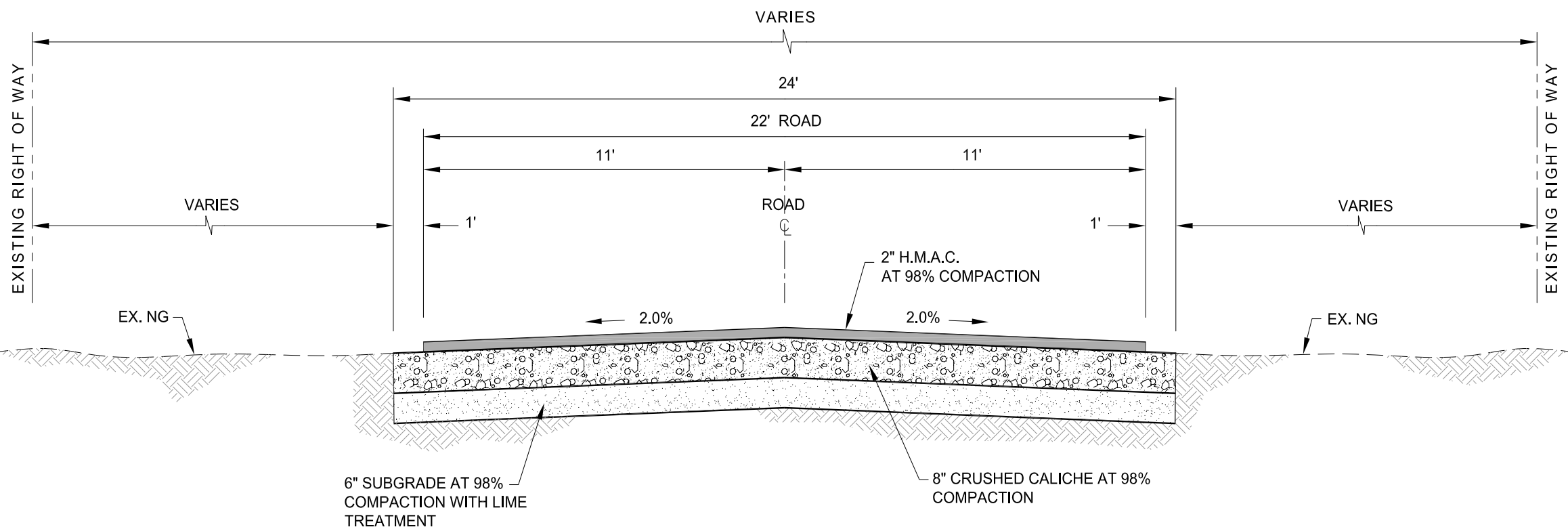
APPROVED AS TO FORM:

BY: _____
Juan Gonzalez, City Attorney

EXHIBIT A
PROJECT LAYOUT



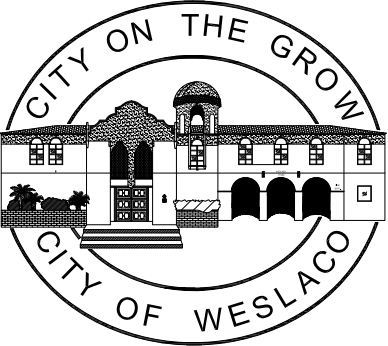
VICINITY MAP
NOT TO SCALE



PROPOSED ROAD CROSS SECTION
NOT TO SCALE

ESTIMATED QUANTITIES

DESCRIPTION	UNITS	QUANTITY
2" HMA C W/TACK	TON	399
8" CALICHE BASE	TON	1,343



MILE 2 1/2 ROAD WEST STREET IMPROVEMENT

ENGINEERING DEPARTMENT
WESLACO, TEXAS

Note: This site plan is for illustrative purposes only. The locations of site furnishings and amenities, trails, landscaping, roads, etc. are subject for final design and approvals. It is not to be used for bidding, construction or permit purposes.

EXHIBIT B
COST ESTIMATE

Cost Estimate-Material
City of Weslaco
Mile 2 1/2 West Road
From I.H.-2 to U.S. Business 83



MATERIAL ONLY (1,360 LF)					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
1	399	Tons	1 1/2" HMA (22' Section) x 1,360 ft Total Length	\$63.78	\$25,448.22
2	400	GAL	PRIME COAT (MC30 OIL)	\$2.50	\$1,000.00
3	1343	Tons	8" Caliche	\$13.00	\$17,459.00
Total:				\$43,907.22	



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3342	
From:			
Subject: Discussion and consideration of an Interlocal Agreement between City of Weslaco and Hidalgo County Precinct #1 on the proposed paving of Mile 5 North from Border Ave to the western city limit and authorize the Mayor to execute any related documents. Possible action. (Staffed by Engineering Department.)			
Background: City and County are collaborating to overlay Mile 5 North for approximately 3,964 ft between Border Ave and the western city limit. Hidalgo County will provide machinery and labor and the City of Weslaco will provide the cost of materials only totaling \$101,577.65.			
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):			
Alberto Aldana Alberto Aldana Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff Recommends Approval.			
Attachments, if any: Interlocal Agreement - Mile 5 North Rd. (Border Ave - 3964 linear feet) Interlocal Agreement			
Responsibilities upon Approval:			

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, by and through its Precinct 1, hereinafter referred to as (“County”), and **CITY OF WESLACO** hereinafter referred to as (“City”), collectively referred to as “Parties” and pursuant to the provisions of the Texas Interlocal Cooperation Act (“Act”), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the City is a municipality defined as a “Local Government” under the ACT, and a political subdivision organized under the laws of the State of Texas, within the boundary of Hidalgo county; and

WHEREAS, the County is defined as a “Local Government” under the ACT, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and City, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries;

WHEREAS, the County and City desire to jointly undertake a road improvement project to a portion of Mile 5 North Rd. from Border Ave. approximately 3,964 linear feet, in Hidalgo County, Texas (the “Road” or “Project”). (*See Exhibit A – Mile 5 Overlay Project map*); and

WHEREAS, the Road serves as a connecting link of the County road system and such improvements to the Road are in the public interest of the County and City.

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the ACT, which authorizes local governments to contract with each other and with agencies of the state, to perform governmental functions and services under the terms of the ACT; and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a City with the City’s consent.

WHEREAS, County and City have determined the Project will serve a public purpose and provide a mutual benefit to each other.

NOW, THEREFORE, the County and the City, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to cooperate in making the necessary improvements to the Road as described on **Exhibit A** attached hereto.
2. County agrees to provide all labor, materials and machinery necessary to perform the improvements to the Road.
3. County will, to the extent reasonably possible, follow the County's standard specifications in improvements unless otherwise agreed in writing by both parties.
4. City agrees to pay upon execution of this Agreement the lump sum amount of One Hundred One Thousand Five Hundred Seventy-Seven and Sixty-Five one hundredths Dollars (\$101,577.65) being the estimated cost of the Project. (See **Exhibit B – Estimate**).
5. County and City will coordinate work schedules in order to provide for minimal disruption to the public and to the operational fiscal affairs of the parties and will complete the Project no later than 180 days from the execution of this Agreement.
6. This Agreement replaces and supersedes any and all prior agreements between County and City with respect to the Road and/or Project.
7. City has authorized County to perform the work herein described pursuant to Tex. Trans. Code §251.012.
8. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
9. **Termination.** Either Party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other.
10. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
11. **Indemnification.** To the extent permitted under the Constitution and laws of the State of Texas, the CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or

negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

12. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the City nor County waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
13. **Conflict with 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 this 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 later shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent to bring them within the legal requirements and only during the times such conflict exists.
14. **No Waiver.** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
15. **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 agent or representative) any 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 County and City and not otherwise.
16. **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.
17. **Notice.** Except as may be 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 of

City of Weslaco, Texas
Attention: Mayor

255 S. Kansas Avenue
Weslaco, Texas 78596

If to County of Hidalgo: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

With copy to: Hidalgo County Precinct 1
Attention: Commissioner, Precinct 1
1902 Joe Stephens Avenue
Weslaco, Texas 78596

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.

18. **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.
19. **Successors.** This Agreement shall be binding upon and to the benefit of the parties hereto and their respective successors and assigns where permitted by this Agreement.
20. **Assignments.** This Assignment shall not be assignable.
21. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.
22. **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 so often as may be appropriate.
23. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and City policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.

24. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
25. **Commitment of 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 (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
26. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
27. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
28. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal agreement shall terminate at such time.
29. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
30. **Authority to Execute.** The execution and performance of this Agreement by the Parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

COUNTY OF HIDALGO, TEXAS

BY: _____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

CITY OF WESLACO

BY: _____
_____, Mayor

ATTEST:

BY: _____
_____, City Secretary

Approved by the Hidalgo County Commissioner's Court on _____.

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney

Cost Estimate-Material
Hidalgo County Precinct No. 1
Mile 5 Road Overlay Project
From Border Avenue west 3,964
Estimator: Luis Diaz



MATERIAL ONLY (3,964 LF)					
Item	Est. Qty	Unit	Item Description	Unit Price in Figures	Total Extension in Figures
1	1,540	Tons	2" HMAC (28' Section)	\$59.45	\$91,553.00
2	2,000	GAL	PRIME COAT	\$2.12	\$4,240.00
3	1	Lf	Pavement Markings (3,964 Lf)	\$5,784.56	\$5,784.65
Total:				\$101,577.65	

Legend

Mile 5 / From Border Ave to Canal pass Westgate



© 2020 MEG



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2018-1874	
From:			
Subject: Discussion and consideration to terminate a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Jeremy Reily for Hanger B, E27 and approval of a Weslaco Mid Valley Ground Lease Agreement with Tenant Royce Kelly Norman for Hangar B, E27 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Airport.)			
Background: The Lease Agreement with Tenant Jeremy Reily was not renewed and thus Royce Kelly Norman requested a lease. It has been custom, as per city commission request, to bring forth agreement terminations/renewals. The proposed ground lease agreement is for two (2) years with a one two year (2) option. The hangar is located on the east side of the airport.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Airport Advisory Board does not approve revenue agreements/contracts. The Board did approve the ground lease agreement template.			
Andrew Muñoz		Created/Initiated	
Andrew Muñoz		Approved	
Mike Perez		New	
City Manager Comments:			
Staff Recommendation: Recommend to discuss in Executive Session.			
Attachments, if any: Hangar A_Norma, Kelly Royce			
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 Royce Kelly Norman, 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 B (E27) 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


Lessee Initials

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 \$ 750.00. 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 payments shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- 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.



Lessee Initials

- 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.

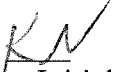
Section 6. Termination

- 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

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:

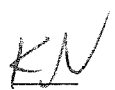
City Attorney
255 South Kansas Street
Weslaco, TX 78596


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- C) Notice to Lessee to be sent to:

Lessee Name: Royce Kelly Norman
Address: 28897 Orange Grove Rd.
La Feria, TX 78559

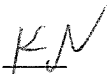

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- D) Either Lessor or Lessee may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given, and shall be effective, 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 there from. Process in any such action may be served on any party anywhere in the world. LESSOR AND LESSEE EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER FOR ALL MATTERS ARISING OUT OF OR RELATING TO THIS LEASE OR ANY USE, OCCUPANCY, OR OPERATIONS AT THE PREMISES OR THE AIRPORT. The provisions of this agreement shall survive any expiration or termination of this Agreement.
- B) No amendment to this Agreement shall be binding on Lessor or Lessee unless reduced to writing and signed by both parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.
- C) If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates is not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.
- D) This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.


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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.

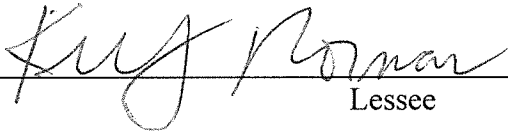
City of Weslaco, Hidalgo County, Texas

Mayor

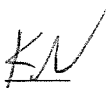
Approved as to Form:

City Attorney

Attest: _____
City Secretary

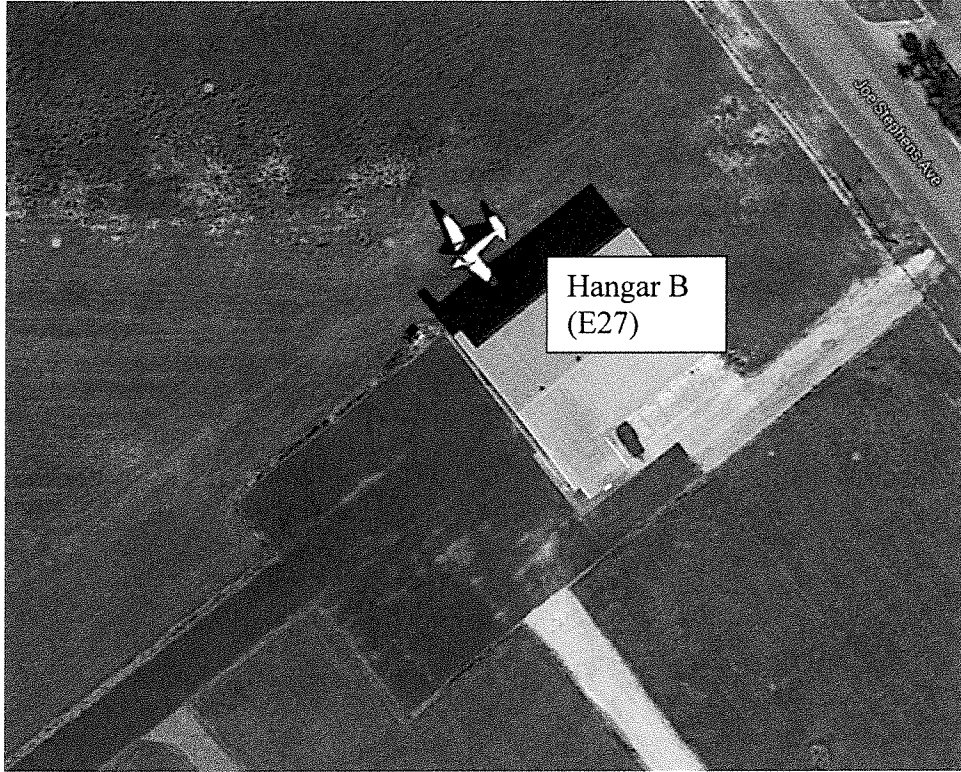


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“EXHIBIT A”

Hangar B (E27)





Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3314	
From:			
Subject: Discussion and consideration on the purchase of a Data Backup Appliance to protect city's data for an amount of \$46,888.95 approved for FY 2019-2020 Capital Outlay expenditures through Insight Pubic Sector with Texas DIR Contract # DIR-TSO-3763 and authorize the Mayor to execute any related documents. Possible action. (Staff by I.T. Department.)			
Background: This would be phase one of a data disaster recovery plan of city's data.			
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):			
J. Martin Vela Leo Gonzales Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: City of Weslaco_DataBackup_Appliance, IT Proposed Budget Summary FY2020-24			
Responsibilities upon Approval:			

SOLD-TO PARTY 10535944

CITY OF WESLACO
255 S KANSAS AVE
WESLACO TX 78596-6158

SHIP-TO PARTY

CITY OF WESLACO
255 S KANSAS AVE
WESLACO TX 78596-6158

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Insight Assigned Carrier/Ground
Terms of Delivery : FOB DESTINATION
Currency : USD

This quotation contains freight and tax estimates that are subject to change by Insight.

Quotation

Quotation Number : 222237123
Document Date : 21-APR-2020
PO Number :
PO Release :
Sales Rep : Nelly Cipriano
Email : NELLY.CIPRIANO@INSIGHT.COM
Telephone : 5143738513

Material	Material Description	Quantity	Unit Price	Extended Price
3000061101685	DELL IDPA DP4400 APPLIANCE DELL AGENT - STATE OF TEXAS DIR CONTRACT(# DIR-TSO-3763)	1	46,888.95	46,888.95
Product Subtotal				46,888.95
TAX				0.00
Total				46,888.95

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Nelly Cipriano
5143738513
NELLY.CIPRIANO@INSIGHT.COM

Regarding tariff impacts on IPS contract quotes, Insight is communicating with the contract holder to minimize the impact of these tariffs to our clients.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

The U.S. government has imposed tariffs on technology-related goods. Many of Insight's OEM and distribution partners have notified Insight that these tariffs will result in frequent and significant price increases. Some of our major partners have already provided Insight with cost increases, in some instances multiple times per day, while other providers are still assessing their situations. Due to the situation it is possible this quote may be subject to cost changes for Insight which will necessitate changes to the quoted pricing, or withdrawal of the quote.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by both your company and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at:
http://www.insight.com/en_US/help/terms-of-sale-products-ips.html

FY 2020

GENERAL FUND	DEPT#	DESCRIPTION	TOTAL
CSO	5103	PUBLIC INFO REQUEST SOFTWARE	6,000
			6,000
BUILDING MAINT	5110	COMPACT VAN, TOOL BOX, RAC, SAFETY LIGHTS	30,000
			30,000
IT	5111	UPGRADE OUTDATED CITY NETWORK SWITCH HARDWARE	90,000
		FOUNDATIONAL SECURITY FOR PROTECTING CITY DATA & DEVICES	80,000
		CITY HALL SERVERS & STORAGE APPLIANCES-TRUE DISASTER RECOVERY	50,000
		COMPUTER REPLACEMENTS	35,000
			255,000
POLICE	5202	EVIDENCE DRYING CHAMBER	8,000
		FARO LASER SCANNER	70,000
		TOUGHBOOK/MDTS (7)	31,150
			109,150
FIRE	5206	FURNITURE FOR NEW STATION	37,000
		BUNKER GEAR FOR NEW STATION	9,000
		IT UPGRADES FOR ADMIN/ALL STATIONS/MARSHALS	35,929
			81,929
EMS	5208	EKG DEFIBRILLATOR	45,000
			45,000
PW ADMIN	5300	NETWORK SWITCHES UPGRADES	15,136
			15,136
STREETS	5304	TRAFFIC CABINETS	5,000
		16 FT TRAILER FOR BARRICADES & TRAFFIC SIGNS	1,500
		CHEVY TRUCK 2500 TO REPLACE UNIT #362	45,000
		TWO WAY RADIO	4,200
			55,700
DRAIN DITCH	5307	Z-TRACK ZERO TURN MOWER	14,000
		TWO WAY RADIO	4,200
			18,200
FLEET MAINT	5340	FUEL SYSTEM UPGRADE	35,000
		EXTENDED ROOF- EAST SIDE OF SHOP	10,000
		CANOPY	8,000
		TWO WAY RADIOS	4,200
		TRUCK HOIST FOR UNIT #305	8,000
			65,200
PARKS & REC	5404	65HP TRACTOR - FOR LARGER AREAS TO MOW	60,000
		ZTURN 360 MOWER 60"	17,800
		12'-15'FLAIL/ROTARY BATWING- FOR LARGER AREAS TO MOW	30,000
		LIGHTED HOLIDAY STREET DÉCOR	10,000
		F250 CREW 4X4	43,000
			160,800
LIBRARY	5410	SERVER UPGRADE FOR VM	5,500
		HARD DRIVES FOR VM STORAGE	3,000
			8,500
PCE	5404	F-150 TRUCK (BUILDING/HEALTH)	25,000
		VECTOR CONTROL ULV MACHINE	9,000
		CONSTRUCTION FOR EXTERIOR ADOPTION KENNELS	20,000
			54,000



Standardized Agenda Request Form

Date of Meeting: June 2, 2020		Agenda Item No. (to be assigned by CSO): 2020-3310	
From:			
Subject: Discussion and consideration to authorize solicitation for Request for Proposal (RFP) from prospective vendors to provide lease of copiers services for city departments and authorize the Mayor to execute any related documents. Possible action. (Staffed by I.T. Department.)			
Background: The city departments are using leased copiers and are now about four years old.			
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 Leo Gonzales Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: Approved.			
Attachments, if any: COPIER LISTING FY 2019-20			
Responsibilities upon Approval:			

City of Weslaco
Copier Lease Agreement - Payment Schedule for FY 2019-20

ACCOUNT	DEPARTMENT	ID#	SER. #	AMT.		YEAR TOTAL	BUDGET	P.O. #
450-7756479-023	Finance/EMS	1872	LNT5Z02538	\$ 140.94	12	\$ 1,691.28	101-5106-522	20-0137
450-7756479-019	Police	1873	LAA6301163	\$ 258.90	12	\$ 3,106.80	101-5202-522320	20-0141
450-7756479-020	Police	1874	LAC6103095	\$ 137.75	12	\$ 1,653.00	101-5202-522320	20-0142
450-7756479-039	Police-REC	5263	LSH7X31580	\$ 69.93	12	\$ 839.16	101-5202-522320	20-0143
	Police-DIS	5264	LSH7X31582				101-5202-522320	
450-7756479-024	Fire Admin	1877	LAC6103089	\$ 186.01	12	\$ 2,232.12	101-5206-522320	20-0146
450-7756479-025	Station 1	1878	LSH6216901	\$ 48.28	12	\$ 579.36	101-5208-522320	20-0147
450-7756479-027	Station 2	1879	LSH6216909	\$ 48.28	12	\$ 579.36	101-5208-522320	20-0158
7756479-026	Station 3	1881	LSH6216911	\$ 48.28	12	\$ 579.36	101-5208-522320	20-0148
450-7756479-038	Fire Prev.	5198	LSH7428075	\$ 48.45	12	\$ 581.40	101-5206-522320	20-0169
450-7756479-040	Planning	5465	RF78Z00170	\$ 269.34	8	\$ 2,154.72	101-5511-522320	20-0172
	Parks			\$ 269.34	4	\$ 1,077.36	101-5404-522320	
450-7756479-021	Water	1868	LAC6103090	\$ 186.01	6	\$ 1,116.06	501-5316-522320	20-0145
	CSO			\$ 186.01	6	\$ 1,116.06	101-5103-522320	
450-7756479-022	Commission	1869	LAC6103093	\$ 169.74	4	\$ 678.96	101-5100-522320	20-0144
	Finance			\$ 169.74	4	\$ 678.96	101-5106-522320	
	Police			\$ 169.74	4	\$ 678.96	101-5202-522320	
450-7756479-018	HR	1870	LAA6301167	\$ 258.90	6	\$ 1,553.40	101-5109-522320	20-0139
	IT			\$ 258.90	6	\$ 1,553.40	101-5111-522320	
450-7756479-016	Court	4993	LNT5702032	\$ 90.53	12	\$ 1,086.36	101-5120-522320	20-0138
450-7756479-029	Library	1851	LAB5Z04492	\$ 439.83	12	\$ 5,277.96	101-5410-522320	20-0166
		1853	LNT5802177					
		1852	LSH6418933					
		1850	LA96402958					
450-7756479-031	CMO	1849	LA86401625	\$ 218.41	12	\$ 2,620.92	101-5101-522320	20-0173
450-7756479-035	Airport	5082	VFG6Z00719	\$ 150.11	12	\$ 1,801.32	550-5520-522320	20-0167
450-7756479-036	Public Works	5081	VFG6Z00691	\$ 150.11	12	\$ 1,801.32	101-5300-522320	20-0168
450-7756479-041	Emergency Opera	5471	RH49400482	\$ 128.63	6	\$ 771.78	101-5111-522320	20-0165
				\$ 128.63	6	\$ 771.78	101-5109-522320	
on 1st year of a 3 year contract						\$ 36,581.16		

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