



**A REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, JUNE 16, 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 16, 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: 1-877-853-5247; Meeting ID: 842 5525 4842.

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 16, 2020. A staff member will contact you with instructions via phone call to address your public comment.

III. PUBLIC HEARING

- A. To solicit input on behalf of Fernando Gutierrez is requesting a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 900 N. Border Ave. Suite C, also being a 1.59 acres tract of land being the W210'-S330' Farm Tract 123, West Tract Subdivision, Weslaco, Hidalgo County, Texas.
- B. To solicit input on behalf of Sr. Mostacho, LLC, Raul H. Ugalde is requesting a Conditional Use Permit to obtain an On Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at 2307 W Interstate 2, Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco, Hidalgo County, Texas

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.) February 18, 2020;
 - 2.) June 02, 2020. (Staffed by City Secretary Department.) Attachment.
- B. Approval on second and final reading of the following:
 - 1) Approval 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 held on June 02, 2020; Staffed by City Secretary Department.) Attachment
- C. Authorization to apply for the FY 2020 Texas State Library Interlibrary Loan Lending Reimbursement Program and authorize the Mayor to execute any related documents. (Staffed by the Library Department.) Attachment
- D. Approval of the purchase of five desk top computers and six monitors to include accessories in an amount not to exceed \$7,746.54 from the Court Technology Fund and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.) Attachment

- E. Authorization to submit application to Defense Logistics Agency to continue to participate in the Law Enforcement Support Office to acquire military surplus of property, equipment, and vehicles at NO CHARGE or CASH MATCHING and NO REOCCURRING FEES and approve the State Plan of Operation and authorize the Mayor to execute any related documents. (Staffed by Police Department.) Attachment
- F. Approval of Mid Valley Airport Ground Lease Agreement with Ray Walker for Hangar W-11, and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- G. Approval of a Mid Valley Airport Hangar Lease Agreement with Paula Pesavento, Hangar E-5, and authorize the Mayor to execute any related documents. (Staffed by Airport.) Attachment
- H. Approval on renewal of Interlocal Agreement with Community Council of the Rio Grande Valley for 2-1-1 Texas Program and authorize the Mayor to execute any related documents. (Staffed by City Manager) Attachment

V. APPOINTMENTS

- A. Discussion and consideration to approve Resolution 2020-23 appointing a member to unexpired term to the Weslaco Hotel Occupancy Tax Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.) Attachment

VI. NEW BUSINESS

- A. Discussion and consideration after public hearing on behalf of Fernando Gutierrez is requesting a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 900 N.Border Ave. Suite C, also being a 1.59 acres tract of land being the W210'-S330' Farm Tract 123, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment
- B. Discussion and consideration after public hearing on behalf of Sr. Mostacho, LLC, Raul H. Ugalde is requesting a Conditional Use Permit to obtain an On Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at 2307 W Interstate 2. Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.) Attachment

- C. Discussion and consideration to extend franchise agreement for 8 months effective August 1, 2020 with Liquid Environmental Solutions and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.) Attachment
- D. Discussion and consideration on amendment to Republic Services waste collection contract to include debris removal during a natural disaster and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Office of Emergency Management.) Attachment
- E. Discussion and consideration of the 4th of July fireworks display and authorize the Mayor to execute any related documents. Possible action. (Staffed by Parks and Recreation Department.) Attachment
- F. Discussion and consideration to extend existing contract or authorize staff to solicit proposals for Depository Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)
- G. Discussion and consideration on amendments and extension of June 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.)
- H. Discussion and consideration on Interlocal Agreement between City of Weslaco and County of Hidalgo on COVID-19 CARES Funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- I. Discussion and consideration on submittal of reimbursement to County of Hidalgo for CARES Act for COVID-19 response and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment
- J. Discussion and consideration to select Halff Associates to assist with Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) grant application and subsequent design of Kansas and Los Torritos Drainage Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- K. Discussion and authorization to submit an application for funding to the Texas Water Development Board Flood Infrastructure (FIF) Program for the Kansas and Los Torritos Drainage Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.) Attachment

- L. Discussion and consideration on sale of a Fire Skid and one (1) Tank to the City of Progreso and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- M. Discussion and consideration to accept the second lowest proposal for the acquisition and funding of Brush related equipment and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)
- N. Discussion and consideration to contract Southern Trenchless Solutions, LLC., the lowest bidder for the repairs of a collapsed manhole and sewer line located on Mile 5 North Rd. and Sawgrass St. in the amount not to exceed \$162,188.95 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.) Attachment

VII. EXECUTIVE SESSION

Texas Government Code, Section 551 Open Meetings:

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

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

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

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

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

(1) commits an offense; and

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

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

(B) reasonable attorney fees and court costs; and

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

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

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

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

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

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

- A. Personnel - Discussion regarding the goals, objectives, and evaluation of the City Manager for the City of Weslaco as authorized by section §551.074 of the Texas Government Code.
- B. Real Property - Discussion of possible purchase of Vantage Bank property located at 501 S. Kansas Avenue as authorized by §551.072 of the Texas Government Code.

- C. Real Property - Discussion with City Attorney on the purchase of real property located at the corner of Witmer Street and South Bridge Avenue as authorized by section §551.072 of the Texas Government Code.
- D. Legal Consultation - Consultation with City Attorney regarding Felix Sanchez as authorized by section §551.071 of the Texas Government Code.
- E. Legal Consultation - Consultation with City Attorney regarding Steven Sosa as authorized by section §551.071 of the Texas Government Code.
- F. Legal Consultation - Consultation with City Attorney regarding Justin Becerra as authorized by section §551.071 of the Texas Government Code.
- G. Legal Consultation - Consultation with City Attorney regarding Saltillo v. City of Weslaco as authorized by section §551.071 of the Texas Government Code.
- H. Legal Consultation - Consultation with City Attorney regarding the termination of a Weslaco Mid Valley Airport Ground Lease Agreement with Tenant Jeremy Reily for Hanger B, E27 as authorized by section §551.071 of the Texas Government Code.

VIII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

IX. 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 12th day of June, 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, 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 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3222	
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 Tom Murray from Grace Episcopal 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 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3329	
From: Rebekah De La Fuente			
Subject: To solicit input on behalf of Fernando Gutierrez is requesting a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 900 N. Border Ave. Suite C, also being a 1.59 acres tract of land being the W210'-S330' Farm Tract 123, West Tract Subdivision, Weslaco, Hidalgo County, Texas.			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit. Thirty (30) property owners within 200 feet of the applicant's property were notified by letter on May 22, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing			
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on May 18, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning recommended approval of the Conditional Use Permit at the regular meeting of June 3, 2020			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			
Responsibilities upon Approval: Staff will advise applicant.			



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3330
From: Rebekah De La Fuente		
Subject: To solicit input on behalf of Sr. Mostacho, LLC, Raul H. Ugalde is requesting a Conditional Use Permit to obtain an On Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at 2307 W Interstate 2, Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco, Hidalgo County, Texas		
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit. Six (6) property owners within 200 feet of the applicant's property were notified by letter on May 22, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on May 18, 2020.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning recommended approval of the Conditional Use Permit at the regular meeting of June 3, 2020 with the condition that one security guard be on duty during hours of operation.		
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments:		
Staff Recommendation: Staff recommends approval		
Attachments, if any:		
Responsibilities upon Approval: Staff will advise applicant.		



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3227	
From:			
Subject: Approval of the Minutes of the Regular Meeting on 1.) February 18, 2020; 2.) June 02, 2020. (Staffed by City Secretary Department.) Attachment.			
Background: Record of commission action taken on regular meeting of February 18, 2020 and regular meeting of June 02, 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:			
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: 20-02-18 MINUTES, 20-06-02 minutes			
Responsibilities upon Approval:			



**MINUTES
REGULAR MEETING
OF THE WESLACO CITY COMMISSION
TUESDAY, FEBRUARY 18, 2020**

On Tuesday, February 18, 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 members present:

PRESENT:	Mayor	David Suarez
	Mayor Pro Tem	Letty Lopez
	Commissioner	Greg Kerr
	Commissioner	Leo Muñoz
	Commissioner	Adrian Farias
ABSENT:	Commissioner	J.P. Rodriguez
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; Vidal Roman, Finance Director, Omar Rodriguez, Parks and Recreation Director, Jose Martin Vela, Information Technology Director; Robert Lopez, Asst. 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, Molly Vallejo and other staff members and citizens.

I. CALL TO ORDER

A. Certification of Public Notice.

Mayor Suarez called the meeting to order and certified the public notice of the meeting as properly posted Friday, February 14, 2020.

B. Invocation.

Deacon Sergio Gonzalez, St. Pius Catholic Church, led the invocation.

C. Pledge of Allegiance.

Mayor Suarez led the Pledge of Allegiance and Texas Flag.

D. Mayoral Recognition.

None.

D. Roll Call.

Myra L. Ayala, City Secretary, called the roll, noting at the time of roll call the absence of Commissioner Rodriguez and a quorum present.

II. PUBLIC COMMENT

None.

III. PUBLIC HEARING

Mayor Pro Tem Lopez, seconded by Commissioner Kerr, moved to open the public hearing concurrently at 5:35 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

A. To solicit input on the adoption of the proposed City of Weslaco Southeast Community Revitalization Plan described as approximately four and one half (4.5) square mile area located Southeast of downtown Weslaco is bounded by IH-2/U.S. 83 Expressway to the North, S. Texas Blvd. to the West, FM 1015 or S. International Blvd. to the East, and W. 18th Street to the South.

There were no comments.

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

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 request from the Weslaco Area Chamber of Commerce to hold the 31st Annual Texas Onion Fest on Saturday, March 28, 2020 at the Mayor Pablo G. Peña City Park, to sell beer during the event, to place a banner promoting the event at the intersection of Texas and Los Torritos St. and Westgate and Frontage for two weeks prior to the event, to waive appropriate fees from ordinances associated with event and authorize the Mayor to execute any related documents.

B. Approval of Memorandum of Understanding between The American Red Cross and City of Weslaco in preparing for, responding to, and recovering from emergencies and disasters and authorize the Mayor to execute any related documents.

C. Approval of a Memorandum of Understanding (MOU) with the City of South Padre Island and City of Weslaco for Weslaco Fire Department AmBus operations during Spring Break 2020 at a cost of \$10,500 and authorize the Mayor to execute any related documents.

D. Approval of a one-year renewal Advanced Education Consultant Agreement between the City of Weslaco and Armando A. Martinez to advance the EMS Training and Continuing Education of the Weslaco Fire Department EMS Division and authorize the Mayor to execute any related documents.

Antonio Lopez, Fire Chief, stated that Armando Martinez conducts the EMS training and Continuing Education for the Fire Department EMS Division.

Commissioner Kerr, second by Commissioner Pedraza, moved to approve consent agenda item D as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Approval of a Memorandum of Understanding between U.S. Immigration and Customs Enforcement and Weslaco Police Department for assistance with Homeland Security Investigations and authorize the Mayor to execute any related documents.

F. Authorization to purchase 3 CID unmarked 2020 Chevy Malibus from Lake Country Chevrolet with a GoodBuy Purchasing Program contract and 2 Patrol marked 2020 Chevy Tahoe police units from Caldwell Country Chevrolet through BuyBoard BID contract in an amount not to exceed \$174,570 and authorize the Mayor to execute any related documents.

Commissioner Farias abstained from discussion and vote.

Robert Lopez, Asst. Police Chief, is requesting to replace older units of three (3) CID cars and two (2) patrol units.

Commissioner Pedraza, second by Mayor Pro Tem Lopez, moved to approve consent agenda item F as presented. The motion was carried with Commissioner Farias abstaining; Mayor Suarez was present and voting.

G. Authorization to ratify Chief of Police Joel Rivera, PhD, signature on a Memorandum of Understanding (MOU) between Weslaco Police Department (WPD) and the Texas Department of Public Safety regarding License Plate Reader Information and authorize Mayor to execute any related documents.

H. Authorization to enter into an Interlocal Cooperation Act Agreement between the City of Weslaco Police Department and the Texas Department of Public Safety for the use of the Weslaco Police Department's Shooting Range for Training and authorize the Mayor to execute any related documents.

I. Authorization of Resolution 2020-08 authorizing the submission to the Office of the Governor's Local Border Security Program (LBSP) Grant application in an amount not to exceed \$160,000 with NO MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute any related documents.

J. Authorization of Resolution 2020-09 authorizing the submission to the Office of the Governor's Criminal Justice Program 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.

K. Authorization of Resolution 2020-10 authorizing the submission to the Office of the Governor's General Victim Assistance Grant Program application in an amount not to exceed \$75,000 with 20% MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute any related documents.

L. Authorization of Resolution 2020-11 authorizing the submission to the Office of the Governor's Juvenile Justice and Truancy Prevention Grant Program application in an amount not to exceed \$80,000 with NO MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute any related documents.

M. Authorization of Resolution 2020-12 authorizing the submission to the Office of the Governor's Rifle-Resistant Body Armor Grant Program application in an amount not to exceed \$5,000 with NO MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute any related documents.

N. Authorization of Resolution 2020-13 authorizing the submission to the Office of the Governor's Texas Conversion to the National Incident-Based Reporting System (NIBRS) Grant application in an amount not to exceed \$500,000 with NO MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute any related documents.

O. Authorization of Resolution 2020-14 authorizing the submission to the Office of the Governor's Operation Stonegarden Grant application in an amount not to exceed \$230,000 with NO MATCH REQUIRED, authorize acceptance upon award and authorize the Mayor to execute any related documents.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve consent agenda items A, B, C, E, G, H, I, J, K, L, M, N and O, withholding items D and F as presented. The motion carried unanimously; Mayor Suarez was present and voting.

V. APPOINTMENTS

A. Discussion and consideration to accept the resignation of Diana Fuentes Aguilar from the Weslaco Economic Development Corporation and approve Resolution 2020-15 appointing a member to an unexpired term and authorize the Mayor to execute any related documents. Possible action.

Commissioner Pedraza, seconded by Commissioner Kerr moved to approve the resignation of Diana Fuentes and approve Resolution 2020-15 appointing Patrick Gonzalez to the Weslaco EDC Board as presented. The motion carried unanimously; Mayor Suarez was present and voting

VI. OLD BUSINESS

A. Discussion and consideration to approve Proposal PSF20-013-00 from Raba Kistner Environmental, Inc. in the amount not to exceed \$190,800 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. (This item was tabled on February 4, 2020)

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

Olga Garza, Asst. Public Works Director, is requesting to approve a contractual 4-year Landfill Post Closure Care Monitoring with Raba Kistner.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve Proposal PSF20-013-00 for four (4) year landfill Post Closure Care Monitoring with Raba Kistner Environmental as discussed. The motion carried unanimously; Mayor Suarez was present and voting.

VII. NEW BUSINESS

A. Discussion and consideration after public hearing to adopt the proposed City of Weslaco Southeast Community Revitalization Plan described as approximately four and one half (4.5) square mile area located Southeast of downtown Weslaco bounded by IH-2/U.S. 83 Expressway to the North, S. Texas Blvd. to the West, FM 1015 or S. International Blvd. to the East, and W. 18th Street to the South and authorize the Mayor to execute any related documents. Possible action.

Rebekah De La Fuente, Planning Director, reported that the proposed revitalization plan identifies economic development, affordable housing, transportation and mobility, infrastructure improvements, community facilities, and public safety. The proposed revitalization plan will assist the State funding application for the reconstruction of Weslaco Village Apartments.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to adopt the proposed City of Weslaco Southeast Community Revitalization Plan as presented. The motion carried unanimously; Mayor Suarez was present and voting.

B. Discussion and consideration to adopt Resolution 2020-16 authorizing the project known as Weslaco Village Apartments as a development that will contribute most significantly to the concerted revitalization efforts of the City of Weslaco- Southeast Community Revitalization Plan and authorize the Mayor to execute any related documents. Possible action.

Rebekah De La Fuente stated the proposed project is for reconstruction of Weslaco Village Apartments located at 1601 S. Bridge Avenue. The proposed resolution will assist them with the application and funding of the project. Staff is recommending approval.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to adopt Resolution 2020-16 authorizing project known as Weslaco Village Apartments as presented. The motion carried unanimously; Mayor Suarez was present and voting.

C. Discussion and consideration to execute a Utility Easement between Auriel Investments and the City of Weslaco for the construction of a sanitary sewer line for the proposed Harbor Freight development and authorize the Mayor to execute any related documents.

Rebekah De La Fuente stated the proposed utility easement will be granted to the City from Weslaco Plaza Subdivision to allow an access point to extend sanitary sewer to the Harbor Freight

Development located on the west side of Weslaco Plaza Subdivision. Staff is recommending approval.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve Utility Easement between Auriel Investments and City of Weslaco for construction of sanitary sewer line as presented. The motion carried unanimously; Mayor Suarez was present and voting.

D. Discussion and authorization to combine Clean Sweep/Census Event on April 18, 2020. Possible action.

Joe Pedraza, Asst. Planning Director, stated staff is proposing to host a Clean Sweep and Census Day Event on April 18, 2020. The targeted area for Clean Sweep will be from Railroad to Pike Blvd. and Texas Blvd. to Border Avenue. South Texas College will be providing the staging and allow the City to use their computer room so that citizens can participate in the Census via internet.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve Clean Sweep/Census Event on April 18, 2020 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

E. Discussion and consideration for the Final Plat for Harbor Freight Subdivision – A Tract of land containing 4.015 acres being a part or portion out of Farm Tract 137, Block 162, West & Adams Tract Subdivision, Hidalgo County, Texas. Approximately 726 ft. East of the intersection of Westgate Drive & U.S. Expressway 83 and authorize the Mayor to execute any related documents. Possible action.

Rebekah De La Fuente stated the proposed two (2) lot subdivision are inside the City of Weslaco city limits. This subdivision is being served with water by the City through an 8” waterline and sewer by City services through 10” sewer line. Staff is recommending approval of the Final Plat.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve Final Plat for Harbor Freight Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

F. Discussion and consideration to approve a Professional Services Agreement with Montalvo Insurance Agency for Loss Control and Risk Management and authorize the Mayor to execute any related documents. Possible action.

Veronica Ramirez, HR Director, stated the professional services agreement is up for renewal for Loss Control and Risk Management. She presented two options: 1) to provide 160 hours of training for \$27,500 (current option) or 2) to provide 225 hours of training at \$36,000 to continue conducting additional trainings and audits to city departments.

Mr. Ramon Montalvo stated the additional 65 hours they are proposing would be to provide more on-site spot checks and continue training especially for the field workers and to comply with OSHA training guidelines. Danny Charles stated he’s noticed a tremendous change in employees following guidelines especially with their PPE/ safety equipment. He also emphasized continuous spot checks on employees and to be more proactive. The City has made tremendous improvements.

Commissioner Farias, seconded by Mayor Pro Tem Lopez, moved to approve a Professional Services Agreement with Montalvo Insurance Agency with Option #2 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

G. Discussion and consideration on request from Inframark on proposed amendment letter for FY 2019-2020 budget to the Fourth Amendment to the Water and Wastewater System Operation and Maintenance Agreement and authorize the Mayor to execute any related documents. Possible action.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to discuss in executive session the Fourth Amendment to the Water and Wastewater System Operation and Maintenance Agreement. The motion carried unanimously; Mayor Suarez was present and voting.

Juan E. Gonzalez, City Attorney, recommends accepting a Fourth Amendment to the contract for the Water and Wastewater System Operation and Maintenance Agreement as discussed in executive session.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve the proposed FY 2019-2020 Budget to Fourth Amendment to the Water and Wastewater System Operation and Maintenance Agreement as presented. The motion carried unanimously; Mayor Suarez was present and voting.

H. Discussion and consideration to approve demolition of residential structure at South Cemetery RDF as recommended by Drainage Advisory Board and authorize the Mayor to execute any related documents. Possible action.

Pete Garcia, Public Works Director, stated that pictures of the residential/house structure at South Cemetery RDF were presented to the Drainage Advisory Board meeting on January 30, 2020. The Drainage Advisory Board is recommending demolishing the residential structure for betterment of the RDF.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve demolition of residential structure at South Cemetery RDF as presented. The motion carried unanimously; Mayor Suarez was present and voting.

I. Discussion and consideration to award a contract for Request for Bids No. 2019-20-10 for Aviation Fuel and Service for the Weslaco Mid Valley Airport and authorize the Mayor to execute any related documents. Possible action.

Andrew Muñoz, ACM/Aviation Director, stated the current fuel delivery and services for Aviation Fuel expires May 2020. Staff advertised for 30 consecutive days and staff received three (3) bids - Avfuel, Arrow and Titan. Avfuel Company came in the lowest which includes rack fees and taxes. Staff recommends to award to Avfuel with 3-year base agreement with 2 one-year options.

Mayor Pro Tem Lopez, seconded by Commissioner Pedraza, moved to award contract for Request for Bids 2019-20-10 to Avfuel Corporation for Aviation Fuel and Service for Weslaco Mid Valley Airport as presented. The motion carried unanimously; Mayor Suarez was present and voting.

J. Discussion and consideration on possible dates for a joint workshop with the Weslaco School Board. Possible action.

Mike R. Perez, City Manager, discussed several potential meeting dates for a joint workshop with Weslaco Independent School District Board to discuss RDF items at Cleckler-Heald, Memorial School, Roosevelt Schools and some paving projects. A date of March 31, 2020 was determined for the joint workshop.

Commissioner Muñoz, seconded by Commissioner Pedraza, moved to approve a joint workshop for March 31, 2020 with Weslaco Independent School District Board as presented. The motion carried unanimously; Mayor Suarez was present and voting.

K. Discussion and consideration to approve the submission of the final proposed annual work plan for the City of Weslaco under the Hidalgo County Urban County Program, approve Resolution 2020-17 for year 33 (2020) and to accept the allocation of approximately \$285,782 and authorize the Mayor to execute any related documents. Possible action.

Vidal Roman, Finance Director, stated the City held a public hearing and approved the submission of the workplan for the Urban County Fiscal Year 33 (2020) on October 15, 2019, regarding flood drainage improvements to include upgrade and expansion of the storm sewer system at Lee Garza Street and Cantu Street. The workplan summary sheet consists of \$3,000 for General Administration, \$277,782 for Water/Sewer Improvements and \$5,000 for Senior Services.

Mayor Pro Tem Lopez, seconded by Commissioner Pedraza, moved to approve submission of the final proposed annual work plan for City of Weslaco under the Hidalgo County Urban County Program as presented. The motion carried unanimously; Mayor Suarez was present and voting.

L. 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.

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

Andrew Muñoz stated firms drew to determine order, with 15 minutes allocated for each presentation and 5 minutes for questions and answers. Those firms not presenting left the Legislative Chambers until called as a professional courtesy.

Boultinghouse, Martinez Architects, Gignac, ERO, The Warren Group, Alvarado Architects and Milnet, each in turn presented their qualifications, emphasizing their project experience and team expertise.

Andrew Muñoz stated that Staff's recommendation is to award the Design Services to ERO as they scored the highest points.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve to select ERO for the Architectural / Engineering Design Services as presented. The motion carried with Commissioner Munoz abstaining; Mayor Suarez was present and voting.

VII. EXECUTIVE SESSION

At 6:07 p.m. Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to convene the regular meeting in Executive Session. The motion carried unanimously; Mayor Suarez was present and voting.

At 6:40 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.

No action.

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

No action.

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

No action.

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

No action.

G. Legal Consultation - Seek City Attorney opinion regarding service contract with Republic Services as authorized by section §551.071 of the Texas Government Code.

No action.

IX. ADJOURNMENT

Commissioner Pedraza, seconded by Commissioner Muñoz, moved to adjourn the February 18, 2020 meeting at 9:28 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

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
JUNE 2, 2020**

On Tuesday, June 2, 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	Leo Muñoz
	Commissioner	Adrian Farias
	Commissioner	J.P. Rodriguez

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, Joel Rivera, Police Chief, Albert Aldana, City Engineer, Olga Garza, Asst. Public Works Director, Arnold Becho, Library 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 29, 2020.

B. Invocation.

Pastor Timothy Aguiar, Open Door 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 at the time of roll call a quorum present.

II. PUBLIC COMMENTS

Edward Mejia expressed his concerns with the Police Department.

Sheila Shidler reported that the Weslaco Museum is seeking support from the City for a grant application to “Humanities Texas for a Humanities Texas Relief Grant” for the Museum’s loss of revenue relating to COVID-19 shutdown. Ms. Shidler also reported on their project “Weslaco Dreaming” which would consist of developing an outside greenery space for citizens with two or three park benches, trees and lighting.

Roger Gutierrez reported concerns of flooding which occurred back in 2018 on Cornerstone Meadows subdivision on his street - Chrysolite Drive. His home got flooded and lost money in getting it repaired. His concern is that the City had informed him that back flows were going to be installed in the canal.

III. 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.) February 04, 2020;

2.) May 05, 2020; and

3.) May 18, 2020; (Staffed by City Secretary Department.)

B. Authorization for

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.)

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.)

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.)

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.)

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

Antonio Lopez, Fire Chief, stated that the breathing apparatus equipment is budgeted to purchase of SCBA through buyboard expense.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to approve expense of end of life of self-contained breathing apparatus (SCBA) equipment as presented. The motion was carried with Commissioner Farias abstaining; Mayor was present and voting.

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.)

Andrew Munoz, ACM/Aviation Director, stated City will be soliciting proposals for group health insurance due to the contract expiring the end of September. Staff is recommending solicitation of proposal for a term of three (3) years.

Commissioner Farias paper application expressed that the City require for the Broker to provide an online enrollment system so that families can share the benefits with their families at home for

all voluntary benefits and adding, billing reconciliation and quarterly audits especially after open enrollment.

Commissioner Kerr, seconded by Commissioner Pedraza moved to approve solicit proposals from qualified insurance carriers for Group Health Insurance as presented. The motion was carried with Commissioner Farias abstaining; Mayor was present and voting.

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.)

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

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.)

Andrew Muñoz stated that Raul Cabaza, III, would like to continue serving on the Weslaco Mid Valley Airport Advisory Committee.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to approve re-appointment of Raul Cabaza III to the Mid Valley Airport Advisory Committee as presented. The motion was carried unanimously; Mayor was present and voting.

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)

Olga Garza stated that Martin Garcia of Dice Productions is seeking funding assistance to continue the event “Movies at the Park” at Mayor Pablo Peña Park. During this tough time of COVID-19, the businesses who assisted with the movie license fees are experiencing financial difficulty and will not be able to provide sponsorships.

Mayor Suarez and City Commission felt that this a family event, therefore they will fund this one-time expense to sponsor Movies at the Park. City Manager stated Mr. Garcia has submitted a safe work plan for social distancing.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez, moved to approve funding of \$1,861.38 for Movies at the Park with Dice Productions as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Mayor Pro Tem Lopez, seconded by Commissioner Farias, moved to approve Ordinance 2020-13 to postpone Special Election of May 2, 2020 to November 03, 2020 as discussed. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Vidal Roman, Finance Director, stated the generator at North Wastewater Treatment Plant needs to be refurbished. Staff is recommending to award lowest bid to Stewart and Stevenson at a cost of \$20,054.85 to repair the radiator of the generator.

Commissioner Farias, seconded by Commissioner Kerr, moved to approve to lowest bidder Stewart and Stevenson for \$20,054.85 to refurbish and repair generator as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Olga Garza requested acceptance of financing with BCI for \$570,485 for capital expenditure for the Brush program. Staff is recommending approval.

Commissioner Munoz, seconded by Commissioner Pedraza, moved to approve a financing acquisition proposal from BCI Capital, Inc. for \$570,485 for the Brush program as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Albert Aldana, City Engineer, stated an existing drain ditch along the south side of the proposed Mira Vista No. 2 Subdivision which is partly located inside city limits and some outside needs to be widened to accommodate subdivision drainage detention requirements. Hidalgo County Drainage District No. 1 and HCCID 9 agree of widening but are asking the City to maintain 600 linear feet as part of the approval process. Staff is recommending approval.

Commissioner Pedraza, seconded by Commissioner Farias, moved to approve to maintain the drain ditch located on Mira Vista 2 Subdivision as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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 execute any related documents. Possible action. (Staffed by Engineering Department.)

Albert Aldana stated an interlocal agreement with Pct. 1 is being proposed for the walking trail at the Northside Sports Park Complex.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve the Interlocal Agreement between Hidalgo County Precinct 1 and City of Weslaco for walking trail located at Northside Sports Park as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Albert Aldana stated that an interlocal agreement is being proposed with the City of Mercedes for half cost share of reconstruction of paving Mile 2 ½ West Rd between the Frontage Road and U.S. Business 83 due to the street being in bad shape. Staff is recommending an interlocal be proposed to the City of Mercedes for half of the share cost of \$43,907.

Commissioner Pedraza, seconded by Commissioner Kerr, moved to approve amendment to the inter-local agreement with City of Mercedes for half split cost share to reconstruct and pave Mile 1 ½ Road as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Albert Aldana stated the City and Hidalgo County Pct 1 are working together to propose paving Mile 5 North from Border Avenue to the western city limits. The County will be providing the machinery and labor and the City will provide the cost of materials for a total of \$101,577.65.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to approve an Inter-local Agreement between City of Weslaco and Hidalgo County Precinct 1 on proposed paving of Mile 5 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Mike R. Perez, City Manager, recommended this item be discussed in executive session.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to discuss in executive session Ground Lease Agreement with Tenant Jeremy Reily for Hanger B, E27 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

Commissioner Farias, seconded by Commissioner Pedraza, moved to table.

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 Public Sector with Texas DIR Contract # DIR-TSO- 3763 and authorize the Mayor to execute any related documents. Possible action. (Staff by I.T. Department.)

Martin Vela, IT Director, stated this is Phase 1 of a data disaster recovery plan for the City's Data. Staff is recommending Insight Public Sector for \$46,888.95 as part of the Capital Outlay expenditure. This is a Texas DIR Contract.

Commissioner Kerr, seconded by Commissioner Pedraza, moved to approve the purchase of a Data Backup Application in the amount of \$46,888.95 as presented. The motion carried unanimously; Mayor Suarez was present and voting.

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.)

Martin Vela stated that he's seeking authorization to solicit RFP proposals from prospective vendors to provide lease copier services for City departments for a total of 21 copiers. Martin Vela stated it's been four years with the current copier lease.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez, moved to authorize solicitation of the Request for Proposals for lease of copier services as presented. The motion carried unanimously; Mayor Suarez was present and voting.

VI. EXECUTIVE SESSION

At 6:30 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 7:43 p.m. Mayor Suarez stated the City Commission had completed its Executive Session and reconvened the regular meeting as open to the public.

VII. POSSIBLE ACTION ON WHAT IS DISCUSSED IN EXECUTIVE SESSION

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

No action.

B. Personnel - Discussion on performance of Interim City Secretary Norma A. Cantu as authorized by §551.074 of the Texas Government Code.

Commissioner Pedraza, seconded by Mayor Pro Tem Lopez moved to appoint Norma A. Cantu as City Secretary with a salary of \$60,000 and probationary period of 6 months as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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.

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

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.

No action.

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.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize staff to negotiate purchase of property located at 501 S. Kansas Avenue as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize Staff to negotiate purchase of property legally described as SWC of IH-2 & Airport Blvd., Weslaco, Texas as

discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

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.

Commissioner Kerr, seconded by Mayor Pro Tem Lopez moved to authorize Staff to negotiate purchase of property legally described as NEC of IH-2 & Airport Blvd., Weslaco, Texas as discussed in executive session. The motion carried unanimously; Mayor Suarez was present and voting.

H. Economic Development Corporation - Discussion of funding of Weslaco EDC Economic Recovery Plan as authorized by §551.087 of the Texas Government Code.

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

I. Legal Consultation - Consultation with City Attorney regarding Felix Sanchez as authorized by §551.071 of the Texas Government Code.

No action.

J. Legal Consultation - Consultation with City Attorney regarding Steven Sosa as authorized by §551.071 of the Texas Government Code.

No action.

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.

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

VIII. ADJOURNMENT

Commissioner Farias, seconded by Commissioner Munoz, moved to adjourn the meeting at 7:47 p.m. The motion carried unanimously; Mayor Suarez was present and voting.

CITY OF WESLACO

MAYOR, David Suarez

ATTEST:

Norma A. Cantu, 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 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3180
From:		
Subject: Approval 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 held on June 02, 2020; Staffed by City Secretary Department.)		
Background: Second and final reading of Ordinance 2020-13 for Charter Amendment Special Election for November 3, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Ordinance - First Reading 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 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 EFECTIVA.

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City Commission seeks and will consider a date of 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 2nd day of June 2020.

PASSED AND APPROVED on second reading at a regular meeting of the City Commission on this 16th day of June 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 2 día de Junio 2020.

PASADO y APROBADO en segunda lectura en una reunión regular de la Comisión de la Ciudad en este 16 día de Junio 2020.

CITY OF WESLACO
CIUDAD DE WESLACO

BY: _____
David Suarez, **MAYOR**

ATTEST:
DAR FE:

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

APPROVED AS TO FORM:
APROBADO EN FORMA:

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



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3311	
From: Arnold Becho			
Subject: Authorization to apply for the FY 2020 Texas State Library Interlibrary Loan Lending Reimbursement Program and authorize the Mayor to execute any related documents. (Staffed by the Library Department.)			
Background: The Mayor Joe V Sanchez Public Library is eligible to receive a federally funded reimbursement award from the Texas State Library and Archives Commission for participation in the state wide Inter-Library Loan (ILL) program. ILL is a statewide resource sharing initiative and your support helps meet the information needs of Texans. The amount reimbursed depends on the amount of libraries statewide that qualify and can not be estimated at this time. Last year the library was awarded upwards of \$2,000 in reimbursements and lent out almost 2,000 ILL books. Weslaco has one of the most popular ILL programs within Hidalgo County and the library is happy to provide ILL services to the residents of Weslaco. ILL allows residents to checkout books from libraries across the United States. The Federal Reimbursement program further incentivizes this activity.			
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: 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): None at this time			
Maricarmen Garcia Arnold Becho Vidal Roman Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any:			

Memo-Request to apply for 2020 ILL Reimbursement Program, 2020 Guidelines ILL Lending Reimbursement Program

Responsibilities upon Approval:

Apply for reimbursement and coordinate with Finance for deposit upon receipt.

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

May 22, 2020

To: David Suarez, Mayor; Letty Lopez, Mayor Pro-Tem; Leo Muñoz, Commissioner; Greg Kerr, Commissioner; Jose "J.P." Rodriguez, Commissioner; Josh Pedraza, Commissioner; Adrian Farias, Commissioner; Mike Perez, City Manager
CC: Martin J. Mata, Vidal Roman, Sonia Flores, MariCarmen Garcia
Fr: Arnoldo Becho, Library Director
Re: Request to reapply for the FY 2020 Interlibrary Loan Lending (ILL) Reimbursement Program

As a service to the residents of Weslaco, the Mayor Joe V. Sanchez Public Library will borrow books which they do not own from other institutions. The library will in turn loan books from their collection out to other institutions as well. The library typically lends between 50 to 100 ILL books a month to partner institutions. Loss of books is very rare, but institutions do cover cost for any lost or damaged book.

As incentive for participation in the ILL program, the Texas State Library will reimburse institutions for postage, material expenditure and other costs. ILL is a statewide resource sharing initiative and your support helps meet the information needs of Texans. The amount reimbursed depends on the number of libraries statewide that qualify and cannot be estimated at this time.

This agenda item requires no additional funding and adds no cost to the library budget. Library staff strongly supports the program and encourages patrons to request inter-library loan books. Please feel free to contact me with any questions, I will be happy to provide additional information. Thank you for the time.

Arnoldo Becho
Library Director, City of Weslaco
Phone: 956.973.3144
Email: abecho@weslacopl.us



TEXAS STATE LIBRARY
AND
ARCHIVES COMMISSION



SFY2020 ILL LENDING REIMBURSEMENT PROGRAM GUIDELINES AND TERMS & CONDITIONS

QUESTIONS? Contact Sara Hayes at shayes@tsl.texas.gov or 512-463-5406

Program Description

The Texas State Library and Archives Commission (TSLAC) supports a statewide interlibrary loan program to help assure that Texans will have access to shared library resources to meet learning and information needs.

The Interlibrary Loan Lending Reimbursement Program helps support Texas libraries with partial reimbursements for direct, out-of-pocket costs associated with participating in statewide resource sharing such as staff time, postage, courier, and shipping material costs.

The reimbursements apply to lends made between August 1, 2019 – July 31, 2020. While dispersed after the end of SFY2020, the reimbursement payments do need to be applied to costs associated with resource sharing costs expended *during* the time lends were made. **Please discuss this program with your legal entity's accounting office so they are aware this is federal money and, if approved, to expect the payment after the end of the state fiscal year (August 31, 2020).**

Additional information is available online at <https://www.tsl.texas.gov/ld/ill2020>.

Award Information

The reimbursements are sub awards (or pass through awards) of the Grants to States program from the Texas State Library and Archives Commission's federal funder, Institute of Museum and Library Services (IMLS).

Federal Award Identification Number (FAIN): LS-00-19-0044-19

Catalog of Federal Domestic Assistance (CFDA) Number: 45.310

Eligible participants will receive a flat rate reimbursement for each lend provided to other Texas libraries through the Navigator ILL system between **August 1, 2019 – July 31, 2020**.

Eligibility Information

Public libraries, through their governing authority (city, county, board, or district), are eligible to apply for a reimbursement payment through this program.

Texas academic libraries that have agreed to lend materials to Texas public libraries are also eligible for reimbursement payments based on the number of lends made to Texas Navigator libraries during the eligible time period.

Libraries must lend items to other Texas public libraries using OCLC's Navigator system to be eligible for a reimbursement. OCLC will provide Navigator lending statistics to TSLAC for calculating reimbursements.

Before receiving payment, the library's legal entity (city, county, library board, school) must have a DUNS® Number and current, active System for Award Management (SAM) registration. If the entity's SAM registration is not active and current at the time of the award, payment cannot be dispersed. More information here: <https://www.grants.gov/web/grants/applicants/organization-registration.html>

Libraries' legal entities must also have an Active Direct Deposit Account and Texas Identification Number.

State agencies will be asked for additional information by TSLAC's grants accountant.

There is no requirement for cost sharing, matching funds, or cost participation with this program.

Application and Submission Information

TSLAC recommends potential participants discuss this program with the accounting office of their legal entity due to the payments of federal funds arriving after the close of the state fiscal year ending August 31, 2020.

Application Components:

1. Opt into the program through TSLAC's Grant Management System portal and print out the system generated Grant Application Certification form.
2. Complete and submit the Grant Application Certification form into the Grant Management System portal by July 24, 2020.
*Signed by Legal Entity (City, County, Library Board, University)
3. Complete and submit a Performance Certification form in the Grant Management System by August 31, 2020 after receiving the library's award amount from TSLAC mid-August.
*Signed by Library Director
4. Complete and submit a Single Audit Certification form and submit to TSLAC by December 31, 2020.

Required forms are available in the GMS portal at grants.tsl.texas.gov under the Documents tab in the folder titled "2020 ILL Lending Reimbursement Program".

To request print copies of these forms, contact Sara Hayes at shayes@tsl.texas.gov or 512-463-5406.

Forms submitted after stated deadlines may not be considered for reimbursement.

Submit forms:

Through TSLAC's Grant Management System portal at grants.tsl.texas.gov.

Program Timeline

April 15, 2020	Program opens in GMS
July 24, 2020	Signed Grant Application Certification form due in GMS portal
August 17, 2020	Participants receive notice of reimbursement amount
August 31, 2020	Participation Certification forms due in GMS portal
September 2020	Payments dispersed

Texas State Library and Archives Commission
Library Services and Technology Act (LSTA) – Terms and Conditions

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the Texas Comptroller of Public Accounts UGMS revised June 2004, located at: <http://www.window.state.tx.us/procurement/catrad/ugms.pdf>
- B. The Subrecipient will comply with Grant Reform 2 CFR Parts §200 and §3187.
- C. *Subrecipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.*
- D. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect.
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the award.
- E. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
- F. *Subrecipient's authorized representative certifies to the best of his or her knowledge and belief that neither subrecipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR Part*

§180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR

§180.800 (a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Terms and Conditions.

- G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of duly authorized representatives of TSLAC, IMLS, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all records requested necessary to conduct the audit and/or investigation. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Subrecipient, and the requirement to cooperate, is included in any sub-grant awarded.
- H. The Subrecipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2018-2022, is submitted on December 31, 2023. The Subrecipient will maintain their records through December 31, 2026.
- I. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Subrecipient's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- J. Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Subrecipient understands that the federal awarding agency, IMLS, and TSLAC reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use; and to authorize others to use, for Federal purposes (2 CFR §200.315).
- K. The Subrecipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2020 to TSLAC no later than December 31, 2020, or other deadline as specified by TSLAC.
- L. If a single audit is required, the Subrecipient will comply with the Super Circular (2 CFR §200.512 Report Submission). The audit shall be completed and the required data collection form submitted to the Federal Audit Clearinghouse (FAC) within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide.

II. ENFORCEMENT

- A. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- E. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3368
From:		
Subject: Approval of the purchase of five desk top computers and six monitors to include accessories in an amount not to exceed \$7,746.54 from the Court Technology Fund and authorize the Mayor to execute any related documents. (Staffed by Municipal Court.)		
Background: Every five years, I purchase new computers to keep up to date with the new technology that it's always evolving for our department.		
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):		
Rosa Huerta	Created/Initiated	
Rosa Huerta	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval to proceed in submitting the order and purchase item.		
Attachments, if any: CDW-G, SCW - Southern Computer Warehouse, SHI Government Solutions (2)		
Responsibilities upon Approval: Will make sure that the order will be proceeded accordingly.		

QUOTE CONFIRMATION



DEAR JONATHAN GALLEGOS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LLHS332	5/29/2020	DELL DESKTOP PROJECT REV1	4298270	\$8,682.71

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Dell OptiPlex 7070 - SFF - Core i7 9700 3 GHz - 16 GB - 256 GB - with 3-yr</u> Mfg. Part#: R46VK UNSPSC: 43211508 Contract: National IPA Technology Solutions (2018011-01)	5	5614538	\$1,223.61	\$6,118.05
<u>Dell P2419H - LED monitor - Full HD (1080p) - 24"</u> Mfg. Part#: DELL-P2419HE Contract: National IPA Technology Solutions (2018011-01)	6	5850945	\$206.46	\$1,238.76
<u>Tripp Lite DisplayPort to HDMI Adapter Converter 1080p M/F DP to HDMI 6in</u> Mfg. Part#: P136-000 UNSPSC: 26121604 Contract: National IPA Technology Solutions (2018011-01)	7	1685174	\$12.24	\$85.68
<u>APC Back-UPS BE600M1 - UPS - 330 Watt - 600 VA</u> Mfg. Part#: BE600M1 UNSPSC: 26111701 Contract: National IPA Technology Solutions (2018011-01)	5	4170648	\$68.00	\$340.00
<u>Dell AC511M Stereo USB Sound Bar</u> Mfg. Part#: DELL-SB-AC511M UNSPSC: 43211607 Contract: National IPA Technology Solutions (2018011-01)	5	5175765	\$37.53	\$187.65
<u>Epson DS-80W - document scanner - portable - USB 2.0, Wi-Fi(n)</u> Mfg. Part#: B11B253202 UNSPSC: 43211711 Contract: National IPA Technology Solutions (2018011-01)	3	5301185	\$157.05	\$471.15
<u>Logitech HD Pro Webcam C920S - web camera</u> Mfg. Part#: 960-001257 UNSPSC: 45121520 Contract: National IPA Technology Solutions (2018011-01)	2	5479466	\$62.60	\$125.20
<u>Vari Dual-Monitor Arm 180 Degree</u> Mfg. Part#: 41513 Contract: National IPA Technology Solutions (2018011-01)	1	5901225	\$116.22	\$116.22

PURCHASER BILLING INFO	SUBTOTAL	\$8,682.71
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Billing Address: CITY OF WESLACO ACCTS PAYABLE 255 S KANSAS AVE WESLACO, TX 78596-6158 Phone: (956) 968-3181 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$8,682.71
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: CITY OF WESLACO JONATHAN GALLEGOS 255 S KANSAS AVE WESLACO, TX 78596-6158 Phone: (956) 968-3181 Shipping Method: UPS Ground		

Need Assistance? CDW•G SALES CONTACT INFORMATION



John Raimondi

(877) 685-2969

johnrai@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at

For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



Southern Computer Warehouse
 1395 S. Marietta Parkway | Building 300-106
 Marietta, GA 30067
 (P) 877-468-6729
 (F) 770-579-8937
 SCW.com

Quote # 100247885 - Dell OptiPlex 5000 5070 Desktop Computer
 Cust #: CO7397 (City of Weslaco TX)
 Quote Date: May 26, 2020

Sold to:	Ship to:
Jonathan Gallegos City of Weslaco TX 255 S KANSAS AVE Weslaco, Texas, 78596 T: 956-968-3181 x1303 jgallegos@weslacotx.gov	Jonathan Gallegos City of Weslaco TX 255 S KANSAS AVE Weslaco, Texas, 78596 T: 956-968-3181 x1303 jgallegos@weslacotx.gov
	Shipping Method:Free Shipping

Notes: ** Promotional price expires 6-15-20** . . See line item notes. . . ** Logitech webcam
 ETAs are July to September. **

#	Products	SKU	Price	Qty	Subtotal
1	Dell OptiPlex 7000 7070 Desktop Computer - Core i7 i7-9700 - 16GB RAM - 256GB SSD - Small Form Factor - Windows 10 Pro 64-bit - Intel - DVD-Writer - 3 Year ProSupport R46VK	DEL-R46VK	\$1,115.00	5	\$5,575.00
2	Dell P2419H 23.8" Full HD Edge LED LCD Monitor - 16:9 - In-plane Switching (IPS) Technology - 1920 x 1080 - 16.7 Million Colors - 250 Nit Typical - 5 ms Fast - 60 Hz Refresh Rate - HDMI - VGA - DisplayPort DELL-P2419H LOW STOCK, ETA SHIP DATE 1-2 WEEKS, Pricing includes an instant rebate and is only valid until 08/03/2020 while supplies last	DEL-DELL-P2419HE	\$191.58	6	\$1,149.48
3	Tripp Lite DisplayPort to HDMI Adapter Converter DP to HDMI 6" - DP 2 HD 1920x1200/1080P (M/F) 6-in. P136-000 CURRENTLY 395 IN STOCK	TRP-P136-000	\$9.49	7	\$66.43
4	Schneider Electric Back-UPS 600VA Desktop UPS - 330 W - Input Voltage: 120 V AC - Output Voltage: 115 V AC - Desktop BE600M1 CURRENTLY 15622 IN STOCK,	APC-BE600M1	\$61.87	5	\$309.35

#	Products	SKU	Price	Qty	Subtotal
5	Ster Soundbar Ac511M Ster Soundbar Ac511M DELL-SB-AC511M	DEL-DELL-SB-AC511	\$34.76	5	\$173.80
	M				
	CURRENTLY 426 IN STOCK, Pricing includes an instant rebate and is only valid until 08/03/2020 while supplies last				
6	Epson DS-80W Sheetfed Scanner - 600 dpi Optical - 16-bit	EPS-B11B253202	\$168.30	3	\$504.90
	Color - 15 ppm (Mono) - 15 ppm (Color) - USB B11B253202				
	CURRENTLY 14 IN STOCK, Pricing includes an instant rebate and is only valid until 05/31/2020 while supplies last				
7	Logitech C920S Webcam - 2.1 Megapixel - 30 fps - USB 3.1 -	LOG-960-001257	\$75.02	2	\$150.04
	1920 x 1080 Video - Auto-focus - Microphone 960-001257				
	NO STOCK				
8	StarTech.com Dual Monitor Arm - Height Adjustable, Desk	STA-ARMDUAL	\$119.12	1	\$119.12
	Surface or Grommet Mount for Two Displays with Cable				
	Management - 12" to 24" Screen Support - 60.20 lb Load				
	Capacity - Steel, Plastic - Black				
	342 in stock.				

Subtotal: \$8,048.12
Tax: \$0.00
Grand Total (Incl. Tax): \$8,048.12

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.
Quotes are valid for 30-days unless otherwise noted.

IMPORTANT NOTE: Stock levels and pricing fluctuations related to COVID19 are expected to persist through Q2 2020. As we navigate these unprecedented circumstances we ask for your continued patience and support. Rest assured that our commitment to communication and customer-first service is still top priority. Thank you.
Josh Reardon
Josh.Reardon@scw.com
1395 S Marietta Pkwy Bldg 300-106
Marietta GA 30067
877-468-6729 x291

This Quote may contain material that is confidential, and proprietary to SCW, for the sole use of the intended recipient. Any review, reliance or distribution by others or forwarding without express permission is strictly prohibited. If you are not the intended recipient, please contact the sender and delete all copies.



Pricing Proposal
Quotation #: 18901792
Created On: May-19-2020
Valid Until: Jun-30-2020

CITY OF WESLACO

Jonathan Gallegos

Phone:

Fax:

Email: Jgallegos@weslacotx.gov

Senior Inside Account Executive

Jessica Vos

P.O. Box 847434

Dallas, TX 75284-7434

Phone: 800-870-6079 x6527657

Fax: 512-732-0232

Email: Jessica_Vos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell OptiPlex 7070 - SFF - Core i7 9700 / 3 GHz - RAM 16 GB - SSD 256 GB - NVMe, Class 40 - DVD-Writer - UHD Graphics 630 - GigE - Win 10 Pro 64-bit - vPro - monitor: none - BTS - with 3 Years ProSupport with Next Business Day On-Site Service Dell - Part#: R46VK	5	\$1,066.02	\$5,330.10
2 Dell P2419H - LED monitor - 24" (23.8" viewable) - 1920 x 1080 Full HD (1080p) - IPS - 250 cd/m - 1000:1 - 5 ms - HDMI, VGA, DisplayPort - with 3 years Advanced Exchange Service Dell - Part#: DELL-P2419HE	6	\$187.92	\$1,127.52
3 Tripp Lite 6in DisplayPort to HDMI Adapter Converter DP to HDMI M/F 6" - Video adapter - DisplayPort / HDMI - DisplayPort (M) to HDMI (F) - 15.2 cm - black - molded Tripp Lite - Part#: P136-000	7	\$13.33	\$93.31
4 APC Back-UPS BE600M1 - UPS - AC 120 V - 330 Watt - 600 VA - 1 x - output connectors: 7 - black APC by Schneider Electric - Part#: BE600M1	5	\$86.03	\$430.15
5 Dell AC511M - Sound bar - for PC - 2.5 Watt Dell - Part#: DELL-SB-AC511M	5	\$31.29	\$156.45
6 Epson DS-80W - Document scanner - Legal - 600 dpi - up to 15 ppm (mono) / up to 15 ppm (color) - up to 300 scans per day - USB 2.0, Wi-Fi(n) Epson - Part#: B11B253202	3	\$159.27	\$477.81
7 Logitech HD Pro Webcam C920S - Web camera - color - 1920 x 1080 - audio Logitech - Part#: 960-001257	2	\$65.60	\$131.20
Total			\$7,746.54

Additional Comments

Please Note: Tripp Lite has a zero returns policy.

Please Note: APC has a zero returns policy.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

**SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096**

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3372
From: Robert Lopez		
Subject: Authorization to submit application to Defense Logistics Agency to continue to participate in the Law Enforcement Support Office to acquire military surplus of property, equipment, and vehicles at NO CHARGE or CASH MATCHING and NO REOCCURRING FEES and approve the State Plan of Operation and authorize the Mayor to execute any related documents. (Staffed by Police Department.)		
Background: The Secretary of Defense is authorized by 10 U.S.C. § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary		
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):		
Robert Lopez	Created/Initiated	
Robert Lopez	Approved	
Mike Perez	New	
City Manager Comments: Approve.		
Staff Recommendation: Recommend Approval		
Attachments, if any: Weslaco PD TX1081400 Application Packet 2020		
Responsibilities upon Approval: Police will manage grant and audits.		



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

* Indicates Required Fields

(This form is for State/Local Law Enforcement Agencies only)

SECTION 1:

*Originating Agency Identifier (ORI) Number (if applicable) TX1081400

*Agency Name: Weslaco Police Department

*Agency Physical Address: 901 N. Airport Dr.

*City: Weslaco

*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

*Phone #: (956) 968-8591

Fax #: (956) 969-0762

*State: TX

*Zip Code: 78596

*Email: rlopez@weslacotx.gov

Note: Email is needed for automated system notifications.

Agency **MUST** have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field **MUST** be filled in: N/A, 0 or - is acceptable.

*Full-time: 79

*Part-time: 0

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency **MUST** have at least 1 RTD Screener.

*#1

Assistant Chief

*Official Title / Rank

Robert

*First Name

Lopez

*Last Name

rlopez@weslacotx.gov

*Email

(956) 968-8591

*Phone Number

Lopez, Robert

POC (Aircraft/Small Arms/Vehicle)

#2

Lieutenant

*Official Title / Rank

Armando

*First Name

Espinoza

*Last Name

aespinoza@weslacotx.gov

*Email

(956) 968-8591

*Phone Number

Lopez, Robert

POC (Aircraft/Small Arms/Vehicle)

#3

Sergeant

*Official Title / Rank

Brooks

*First Name

Ditto

*Last Name

bditto@weslacotx.gov

*Email

(956) 968-8591

*Phone Number

Lopez, Robert

POC (Aircraft/Small Arms/Vehicle)

#4

*Official Title / Rank

*First Name

*Last Name

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

*(Check only one): ☒ I am signing this document as the CLEO of this law enforcement agency.
☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Chief Of Police

*TITLE

Joel Rivera

*PRINTED NAME: FIRST & LAST

joel.rivera@weslacotx.gov

*EMAIL

*SIGNATURE

6/16/20

*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

Mike Lesko

*PRINTED NAME FIRST & LAST

*SIGNATURE

*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC: _____

*LESO Authorized Signatory: _____

*SIGNATURE

*Screener letter is valid one year from this date: _____

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes: _____

STATE PLAN OF
OPERATION BETWEEN THE
STATE OF TEXAS
AND THE Weslaco Police Department

I. PURPOSE

This State Plan of Operation (SPO) is entered into between the State of Texas and the Weslaco Police Department, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DoD) personal property transferred under 10 U.S.C. § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

II. AUTHORITY

The Secretary of Defense is authorized by 10 U.S.C. § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this Program to the Defense Logistics Agency (DLA). DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the “LESO Program” or “1033 Program” and is administered by DLA Disposition Services, Law Enforcement Support Office (LESO).

III. GENERAL TERMS AND CONDITIONS

A. Operational Authority

The Governor of the State of Texas has designated in writing with an effective date of August 31, 2018 to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by the Department of Public Safety of the State of Texas.

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of Texas is as follows:

State Coordinator (SC): Mike Lesko

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 5805 N. Lamar Blvd, Austin, Texas 78752

E-Mail / Contact Phone Numbers: txlesoprogram@dps.texas.gov (512) 424-7590

Hours of Operation: 7:00 am – 5:00 pm

- B. All property is transferred and the recipient (*LEA name*) Weslaco Police Department agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The (*LEA name*) Weslaco Police Department understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA will certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant Civilian Governing Body Official (city council, mayor etc.) to participate in the program.
- 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
- 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.

- F. The (*LEA name*) Weslaco Police Department will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss

or theft.

- G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer have a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of “A” and “Q” with an Integrity Code of “6” (Q6) is also conditionally transferred to the State/LEA, yet controlled for one year from the ship date. However, after one year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
 - 1) Property with DEMIL Codes of “A” and “Q6” will be placed in a closed status on the LEA’s LESO inventory upon meeting the one year mark.
 - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
 - 3) Ownership and title of DEMIL “A” and “Q6” items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
 - 4) LEAs receive title and ownership of DEMIL “A” and “Q6” items as governmental entities. Title and ownership of DEMIL “A” and “Q6” property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL “A” and “Q6” property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
 - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one year conditional period. Full title to DEMIL “A” and “Q6” property, including vehicles, will vest in the recipient after one year if all other requirements of this agreement have been met. After the one year period DEMIL “A” and “Q6” items may be transferred, cannibalized for usable parts, sold, donated or scrapped.
- J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is

complete.

- K. Certain controlled equipment will have a documented chain of custody (e.g., Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm's parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR, see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes "A" or "Q6" property after the one year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
- 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
 - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
 - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) and the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130).
 - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
 - b) The responsibility includes, but is not limited to, determining the subsequent transferee's eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
 - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
 - d) Tips:
 - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: http://www.pmddtc.state.gov/commodity_jurisdiction/index.html.
 - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>

- iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 C.F.R. Pt. 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent buyers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* “Export-controlled items,” as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 C.F.R. Pts. 730-774) or the International Traffic in Arms Regulations (ITAR) (22 C.F.R. Pts. 120-130). The term includes:
 - a) “Items,” defined in the EAR 15 C.F.R. Pt.772.1. as “commodities”, “software”, and “technology.”
 - b) “Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 C.F.R. Pt. 120.

IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
 - 1) The LEA will submit an updated Application Packet to the State Coordinator’s office no later than June 15 each year and/or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
 - 2) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class prior to any requests for property being approved. The class will be conducted free of charge to the LEA and will be held at a location determined by the State Coordinator’s office. Screeners who may have been previously employed by and screeners for other LEAs, might still be required to attend training as this training qualifies the agency, not the individual.
 - 3) LEA transfer of responsibility – program property assigned to the LEA. A change in the Chief Law Enforcement Official (CLEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property in the LEA’s possession. If the new CLEO does not wish to be responsible for existing property, they will notify the State Coordinator’s office in writing that they wish to return the

property to their assigned Disposition Site and/or transfer it to a qualifying LEA. The new CLEO remains responsible for existing property until the property is officially transferred or returned.

B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.

C. The State will:

- 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 U.S.C. § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this SPO.
- 2) Receive and process applications for participation from eligible LEAs within their state.
- 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
- 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within 30 days of both the CLEO's and the State's/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
- 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within 30 days of an LEA

receiving the LESO's approval to participate.

- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

V. ANNUAL INVENTORY REQUIREMENTS

A. Per the DLA Instructions and Manuals regarding the LESO Program and this SPO, each State/Territory is required to conduct an annual physical inventory certification of all property on the inventory. Annual inventories start on July 1 of each year and end August 31 of each year.

- 1) DEMIL "A" and "Q6" property records will not be closed during the annual inventory.

B. The State will:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA's failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA will:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
 - a) The State requires each LEA to submit certified inventories for their agency by August 31 of each year. Inventory certification in FEPMIS will begin July 1 of each year. This gives the LEA two (2) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
 - b) In addition to the certified inventories, the LESO requires photographs for all High-profile commodities identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.

- i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
 - ii. The LESO requires serial number photos for each small arm received through the Program.
- c) LEAs that fail to submit the certified annual inventory by August 31 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA's termination.
- 3) Be aware that High-profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.
- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

VI. PROGRAM COMPLIANCE REVIEWS

- A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this SPO.
 - 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
 - 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
 - 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of 60 days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
 - 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.
- B. The State/Territory will:
 - 1) Support the LESO PCR process by:

- a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
 - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
 - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
 - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
 - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.
- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on file at the State Coordinator's Office.
- a) The internal PCR will include, at minimum:
 - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
 - ii. A review of the LEA's application/screener letter.
 - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
 - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
 - v. Review and confirm authenticity and eligibility of the LEA.
 - b) For uniformity purposes, the State/Territory will utilize a PCR checklist provided by the LESO, or equivalent.
 - c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY

- A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.
- 1) LSD controlled property must be reported to the LESO within 24 hours. The LEA may be required to provide the following:
 - a) A comprehensive police report
 - b) A National Crime Information Center (NCIC) report/entry
 - 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
 - 3) LSD property with a DEMIL Code of “A” and “Q6” must be reported to the LESO within seven days.
 - 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
 - 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.
- B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

VIII. AIRCRAFT AND SMALL ARMS

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
- 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
- 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.

- 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
 - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.
- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
- 1) First Instance of Loss/theft: Will result in a 60 day minimum suspension.
 - 2) Second Instance of Loss/theft: Will result in a 180 day minimum suspension.
 - 3) Third Instance of Loss/theft: Will result in a 240 day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

IX. RECORDS MANAGEMENT

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
- 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two calendar years from the date the property is removed from the LEA's property book before being destroyed.

- 2) Property records for controlled property will be retained for five calendar years from the date the property is removed from the LEA's property book before being destroyed.
- 3) Environmental Property records will be retained for 50 years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
- 4) LESO Program files will be segregated from all other records.
- 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (e.g., approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1).

X. LESO PROGRAM ANNUAL TRAINING

- A. 10 U.S.C. § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, will conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State will organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory will ensure at least one representative (such as the State Coordinator or SPOC) attend the annual training that LESO conducts.

XI. PROPERTY ALLOCATION

- A. The State Will:
 - 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
 - 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
 - a) Small Arms: one of each type for every qualified officer, full-time/part-time;

- b) HMMWVs/Up-Armored HMMWVs: one vehicle for every three officers;
 - c) MRAPs/Armored Vehicles: two vehicles per LEA;
 - d) Robots: one of each type for every 25 officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
 - 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA will:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the Texas LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
 - a) FEPMIS account holders must be employees of the LEA.

XII. PROGRAM SUSPENSION & TERMINATION

- A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.
- B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.
 - 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of 60 days.
 - 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of

the State and/or the LEAs.

- 3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State will:

- 1) Suspend LEAs for a minimum of 60 days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this SPO. Suspension may lead to termination.
- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the SPO, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
 - a) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.

- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this SPO, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.
- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LEA DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA will:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
 - a) In cases of a State termination, the State will have 120 days to complete the transfer or turn-in of all DLA LESO Program property in their State.
 - b) In cases relating to an LEA termination, the LEA will have 90 days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

XIII. AMMUNITION

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will

be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program will not be sold.

- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

XIV. COSTS & FEES

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the LEA. In the event a LEA is dissolved or disbanded and no civilian governing body exists, the State Coordinator's office will, on a case-by-case basis, coordinate the transfer or turn-in of all assigned property.

XV. NOTICES

Any notices, communications, or correspondence related to this agreement will be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this SPO. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this SPO in accordance with Section XVIII, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

XVI. ANTI-DISCRIMINATION

- A. By signing this SPO, or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
 - 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 C.F.R. Pt. 195.
 - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 C.F.R. Pt. 90.
 - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 C.F.R. Pt. 41 and DOD regulations at 32 C.F.R. Pt. 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory

business agreement between the State and the DOD.

XVII. INDEMNIFICATION CLAUSE

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA will indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.
- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

XVIII. TERMINATION

- A. This SPO may be terminated by either party, provided the other party receives 30 days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator, CLEO and Civilian Governing Body official hereby agree to comply with all provisions set forth herein and acknowledge that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

Joel Rivera

(Specify title: Chief, Sheriff, Constable, Chief)

06/16/2020

Chief Law Enforcement Official Signature

Date (MM/DD/YYYY)

David Suarez

(Specify title: Mayor, City Mgr, County Judge, Mayor)

06/16/2020

Civilian Governing Body Official Signature

Date (MM/DD/YYYY)

Mike Lesko

Type / Print State Coordinator Name

State Coordinator Signature

Date (MM/DD/YYYY)

TEXAS DEPARTMENT OF PUBLIC SAFETY

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DALE WAINWRIGHT

Date: 06/16/2020

MEMORANDUM FOR TEXAS LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM PARTICIPANTS

SUBJECT: State Plan of Operation (SPO) Dated July 2018, LESO Program changes:

This memorandum amends the Law Enforcement Agency's (LEA) responsibilities within the existing SPO between the State of Texas and the

Weslaco Police Department

This addendum establishes the understanding regarding the requirement of two levels of security and financial liability for negligent lost/stolen/destroyed small arms.

a. LESO small arms not carried on an officer's person or in the officer's immediate physical vicinity will be secured using two levels of security. Two levels of security means two distinct lockable barriers, each specifically designed to render a weapon inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

b. DLA OIG investigations may be initiated when small arms are improperly disposed of or becomes lost, stolen or otherwise destroyed while maintained in the program inventory. Law Enforcement Agencies may be required to reimburse DLA the fair market value of the small arm when negligence or willful conduct is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL) investigation. Reimbursement will be within sixty (60) days of the completion of the FLIPL investigation.

(1) Title will never transfer to the recipient regardless of the status of the small arm.

(2) Payments due to DLA Disposition Services, based upon the findings of the FLIPL investigation, may be paid by one of the following three methods:

- (a) Credit card payments via pay.gov
- (b) Cashier/business checks
- (c) Wire transfers

The provision on two levels of security for small arms is effective June 9, 2020. Any request for an extension must be submitted before that date. The provision on financial liability for negligent or willful loss of small arms that are improperly disposed of or become lost, stolen or otherwise destroyed while maintained in the program inventory, applies to all small arms accounted for on an agency's LESO Program property book on the date this addendum is signed. This addendum to the State Plan of Operation must be signed by the current Chief Law Enforcement Official (CLEO) or designee of each LEA by June 9, 2020. Failure to sign by this date will require that all weapons be returned.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

CLEO Name (Print): Joel Rivera

CLEO Signature:

Date: 06/16/2020

CGB Name (Print): David Suarez

CGB Signature:

Date: 06/16/2020

State Coordinator (Print): MIKE LESKO

State Coordinator Signature:

Date:



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2017-1333	
From:			
Subject: Approval of Mid Valley Airport Ground Lease Agreement with Ray Walker for Hangar W-11, and authorize the Mayor to execute any related documents. (Staffed by Airport.)			
Background: The ground lease agreements being presented is for Hangar W-11, located on the west side of the airport. The proposed hangar lease agreement is for a base one (1) year, with a three (3) one-year renewal options. There is a capped 3% CPI review every three (3) years.			
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 agreement but 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: W11_Walker Ray			
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 26TH day of MAY, 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 Ray Walker, 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 **1,302 sq. ft.** (W11) 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 W11, measuring 31 feet x 42 feet as described in Exhibit A.

Section 2. Term

- A) This lease shall be for the term of **1 year**. Thereafter, this lease may be renewed for a subsequent **3 one-year** extensions upon giving of written notice by Lessee to Lessor not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding year lease term and upon mutual and written agreement by Lessor as provided for in this lease. Lessee, upon giving written notice to Lessor, may request additional renewal options prior to the expiration of this lease.

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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 \$ 364.56. 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

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.

- 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

personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.

- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

- A) Lessee for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event

facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a U.S. Department of Transportation program or activity is extended, or for another purpose involving the provision of similar services or benefits, Tenant/Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.

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

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to

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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

RW
Lessee Initials

C) Notice to Lessee to be sent to:

Lessee Name: Ray Walker
Address: 11510 Eagle View Drive
Sanger, TX 76266

RW
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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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

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.

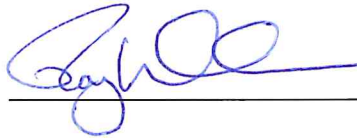
City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary

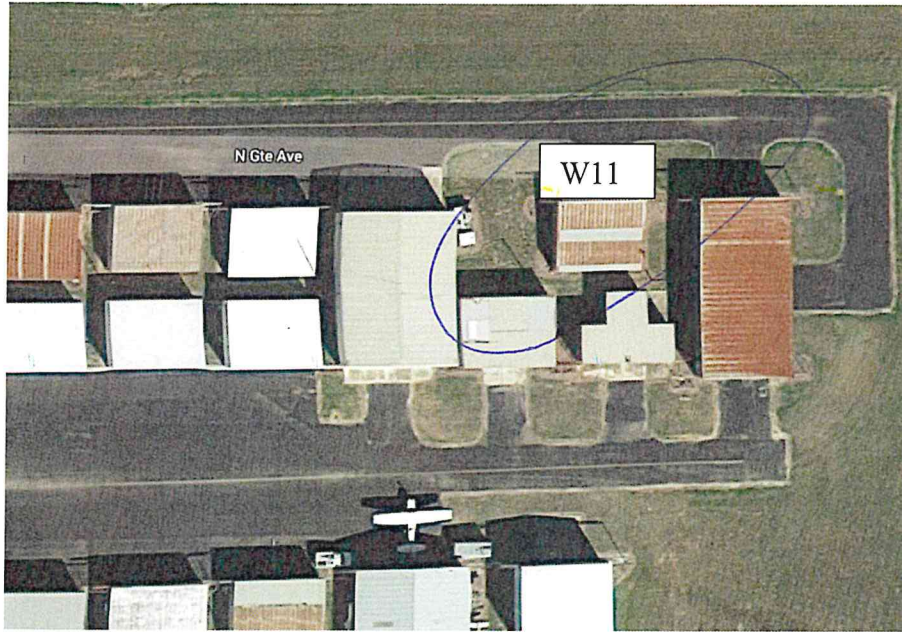


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“EXHIBIT A”

HANGAR W11
31' x 42'



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Lessee Initials



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3374
From:		
Subject: Approval of a Mid Valley Airport Hangar Lease Agreement with Paula Pesavento, Hangar E-5, and authorize the Mayor to execute any related documents. (Staffed by Airport.)		
Background: Tenant Paula Pesavento is requesting a T-Hangar lease agreement for the Mid Valley Airport. The proposed lease agreement is for two-years with one two-year renewal. The monthly payment amount is for \$230 with a capped three percent CPI review every three (3) years.		
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 advisory Board does not approve lease agreements but did approve of the lease agreement template.		
Norma Cantu Andrew Muñoz Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: E5 Pesavento		
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 Paula Pesavento, hereinafter referred to as "Lessee" who covenant and agree as follows:

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

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

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

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

Section 1. Lease Premises

- A) Lessor does hereby lease to Lessee Hangar E-5 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 \$ 230.00. The first month's payment is to be made at lease execution. Thereafter, all future payments shall be made on or before the first working day of the month due for the term of this contract plus any extensions thereto.
- B) All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Weslaco, Hidalgo County, Texas by mail or delivery as specified in Section 13. Notice Requirements of this agreement.
- C) In the event Lessee fails to remit any payments when the same are due, interest at the rate of 10 % shall be charged by Lessor beginning on the tenth (10) day after the date the payment is due and such interest shall continue to accrue against such delinquent payment until the payment plus interest is received by Lessor. In the event Lessee shall become delinquent for more than thirty (30) days, this lease may be terminated by Lessor.
- D) Lessee shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall Lessor be liable for or be required to pay any tax or fee owed by Lessee. Lessor shall provide insurance for all Lessor owned real property located at the Airport under Lessor's policy which shall be for the sole benefit and protection of Lessor. Lessee should provide his own insurance coverage for any personal property located in or on the Hangar and is required herein to provide business liability insurance in an amount of \$1,000,000.00 per occurrence. Certificates of such required insurance shall be furnished by Lessee to Lessor and certificates presently then in effect shall be on file at all times and Lessor shall be listed as an additional insured with the condition that said insurance shall provide Lessor notice of any cancellation of said insurance. Any changes in those certificates must have prior written approval of Lessor.
- E) Any sum that Lessee is obligated to pay to Lessor arising from or relating to this agreement or Lessee's use, occupancy or operations at the Airport constitutes additional rent, which may include, but is not limited to, fees, fuel flowage fees for self-fueling activities (at the rate and on the terms imposed by Lessor), fines, civil penalties, damages, claims, interest, charges and utility charges.


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- F) Lessee shall pay all taxes, fees, assessments, and levies that relate to Lessee's use, occupancy, or operation at the lease premises or the Airport and all other obligations for which a lien may be created relating thereto. Within thirty (30) days Lessee shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien. When contracting for any work in connection with the lease premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

Section 4. Use of Lease Premises

- A) Lessee and Lessee's associates shall comply at all times, at Lessee's sole cost, with any and all laws and regulation that are applicable to Lessee's use, occupancy, or operations at the lease premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law and other pronouncements of any kind having the effect of law including, but not limited, to the Airport Rules and Regulations, City of Weslaco master plans and zoning codes, and all laws and regulations pertaining to the environment, any and all plans and programs developed in compliance with such requirements and all lawful, reasonable, and nondiscriminatory airport policies and other requirements.
- B) Lessee agrees that the leased Hangar may be used for any noncommercial aeronautical activity which must be made known to and agreed upon by Lessor and for no other purposes.
- C) Lessee may park his and/or his passenger's privately-owned automobile(s) inside the Hangar, but only while on a flight which originated at the Airport.
- D) Lessee may store containers of aviation oil, in accordance with the Airport Rules and Regulations, inside the Hangar for aircraft use so long, and only so long, as such oil is contained in marked, approved containers. Such storage will be at the discretion of and with written approval from the local fire marshal if such storage is allowed under local fire codes.
- E) Lessee agrees that he will at all times keep the premises of the Hangar, including the inside and the outside of the Hangar, clean and free of trash, litter, tall grass, weeds, junked automobiles, and scrap aircraft parts. Lessee shall abide by all applicable rules and regulations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. Lessee further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should Lessee fail to keep the leased Land/Hangar/Building/Office clean and free of hazards, Lessor may, after thirty (30) days written notice, arrange for the cleanup of the littered or


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hazardous area. Such cleanup shall be charged to Lessee and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for Lessor to terminate this lease.

- F) Lessee agrees that the usage of the Hangar plus any associated apron shall be limited to the parking/hangaring of his personal/company owned aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on/in the Land/Hangar except in approved automobile parking areas and as agreed upon by Lessor.
- G) Lessee agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sight-seeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of Lessor. Any such approved commercial operation must be in accordance with a separate contract agreement with Lessor.
- H) Lessee agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on/inside the Land/Hangar/Building/Office except as authorized in this agreement without the written consent of Lessor.
- I) Lessee agrees not to fuel or defuel any aircraft parked inside the Hangar.
- J) Lessee agrees that he will not operate any non-aviation related business or activity on/in the Hangar without the expressed written consent of Lessor. Any such non-aviation related business or activity must be so established by a separate contract.
- K) Lessee agrees that none of the leased premises shall be used for residential purposes or any other purpose prohibited by any federal, state or municipal law, statute, regulation or ordinance

Section 5. Sublease, Assignment, or Sale

- A) The Lessee shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the Lessor, to immediately terminate this lease agreement. Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this agreement and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this agreement in favor of such assignee.

Section 6. Termination

- A) This contract agreement may be prematurely terminated by Lessor or Lessee if either fails to abide by the terms and conditions expressed herein and due the complainant and so decreed by a court of competent jurisdiction. Lessee shall have no more than



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fifteen (15) days upon notification to resolve said violation(s). Should Lessee be declared bankrupt or incompetent, this contract agreement shall immediately terminate. In the event Lessee fails to make timely payments of all taxes or fees, fails to provide proof of required insurance, uses the Airport property or permits the Airport property to be used for any illegal or unauthorized purpose, files bankruptcy, abandons or leaves the property vacant or unoccupied for thirty (30) consecutive days, or violates any of the terms and conditions of this contract agreement, Lessor has the right to terminate this contract agreement and retake possession of any Airport property leased to or under the control of Lessee.

- B) Lessee agrees and understands that Lessor reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement, in such instance that the continued leasing of the Hangar would have a negative impact on any proposed development or improvements at the Airport. This contract agreement may be terminated regardless of the desires, wishes, or views of Lessee and without interference or hindrance from Lessee, but only so long as such expansion, development, or improvements are shown on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan.
- C) This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both Lessor and Lessee to be free of any and all requirements of this contract hereunder, and neither Lessor nor Lessee shall have any derogatory remarks or entries made upon their resumés or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract.
- D) At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, Lessee shall peaceably vacate the premises. Should Lessee be in default of any monies owed to Lessor, Lessor may take possession of any personal property owned by Lessee and located at the Airport and hold until the monetary default is settled. In such case that Lessee cannot or will not settle any claims against him owed to Lessor, Lessor may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. Lessee shall be liable for any and all expenses incurred by Lessor in such action.
- E) Upon any expiration or termination of this Agreement, Lessee, at Lessee's sole cost, shall (i) promptly and peaceably surrender to Lessor the lease premises "broom clean", free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the lease premises or the Airport that arises from or relates to Lessee's use, occupancy, or operations under this Agreement (iii) deliver to Lessor all keys and access credentials relating to the Airport (iv) perform Lessee's environmental obligations as provided in this Agreement; and (v) remove all movable personal property and trade fixtures that are not owned by Lessor. All property that Lessee leaves on the lease premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to and without any obligation to account to Lessee or any other person. Lessee shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Lessee shall not be released from Lessee's obligations under this Agreement in


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connection with surrender of the lease premises until lessor has inspected the lease premises and delivered to Lessee a written acceptance of such surrender.

Section 7. Hold Harmless

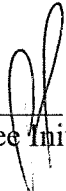
- A) Lessee agrees to save and hold harmless Lessor and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of Lessee's businesses, operation, occupancy, or use of the Airport or from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

Section 8. Maintenance of Landing Area

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

Section 9. Non-Discrimination

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


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Regulations, and shall obtain such compliance from any sub-leases or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

Section 10. Exclusions

- A) Nothing in this Agreement shall be construed to grant to Lessee any exclusive right or privilege for the conduct of any activity on the Airport (except to lease the Premises for Lessee's exclusive use as provided herein).
- B) This Agreement shall be interpreted to preserve Lessor's rights and powers to comply with Lessor's Federal and other governmental obligations.
- C) This Agreement is subordinate to the provisions of any agreement between Lessor and the United States or other governmental authority (regardless of when made) that affects the Airport, including, but not limited to, agreements governing the expenditure of Federal funds for Airport improvements. In the event that the Federal Aviation Administration or other governmental authority requires any modification to this Agreement as a condition of Lessor entering any agreement or participating in any program applicable to the Airport (including, but not limited to, those providing funding), Lessee agrees to consent to any such modification. If a governmental authority determines that any act or omission of Lessee or Lessee's Associates has caused or will cause Lessor to be noncompliant with any of Lessor's government commitments (including, but not limited to, any assurances or covenants required of Lessor or obligations imposed by law), Lessee shall immediately take all actions that may be necessary to preserve Lessor's compliance with the same. Without liability to Lessor, Lessor shall have the right to terminate this Agreement and reenter and repossess any portion of the Premises if the U.S. Department of Transportation or other governmental authority having jurisdiction expressly requires any such action, subject to any review that may be afforded to Lessee by such authority.

Section 11. Force Majeure

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


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Section 12. Rights and Remedies

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

Section 13. Notice Requirements

- A) This Agreement has specific and strict notice requirements. All payments by Lessee are to be made to Lessor through the Aviation Director at Weslaco Mid-Valley Airport, 1909 Joe Stephens, Weslaco, TX 78596.

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

- B) Notice to Lessor is to be sent to:

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

with a required, simultaneous copy to:

City Attorney
255 South Kansas Street
Weslaco, TX 78596

- C) Notice to Lessee to be sent to:

Lessee Name: Paula Pesavento
Address: 2100 W. 18th St.
Weslaco, TX 78596


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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.

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


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EXECUTED this _____ day of _____, 2020.

City of Weslaco, Hidalgo County, Texas

Mayor

Approved as to Form:

City Attorney

Attest: _____
City Secretary

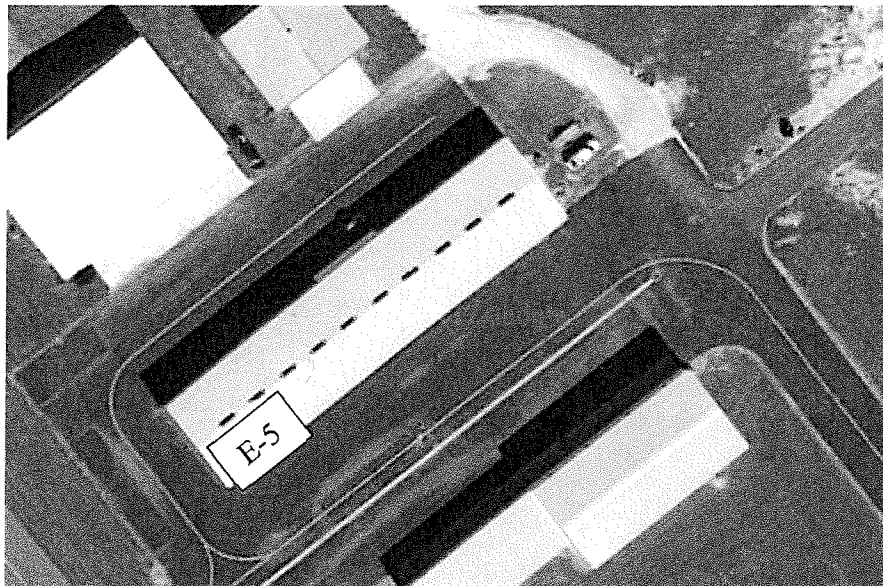
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“EXHIBIT A”

Hangar E-5



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Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3334	
From:			
Subject: Approval on renewal of Interlocal Agreement with Community Council of the Rio Grande Valley for 2-1-1 Texas Program and authorize the Mayor to execute any related documents. (Staffed by City Manager)			
Background: Annual renewal agreement relating to the 2-1-1 Texas Program.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Cover letter from Community Council of the Rio Grande Valley and Interagency Collaborative Agreement			
Responsibilities upon Approval:			



May 13, 2020

Dear Community Partner:

I hope this letter finds you well and in good health. Thank you for updating resources during this COVID19 pandemic crisis.

I thank you in advance for your cooperative signed agreement. Please keep a copy for your records and enclosed you will find a self-stamped envelope for your convenience. If you have any questions you can call me at 956-358-5116 or email me at atorre@ccrgv.org

Please accept our gratitude for being our partner and allowing us to coordinate Information and Referral services in the Rio Grande Valley.

Respectfully,


Abby Torre
Director



Community Council of the Rio Grande Valley, P O Box 182, Weslaco, TX
78599



INTERAGENCY COLLABORATIVE AGREEMENT

This agreement is made and entered into by the **Community Council of the Rio Grande Valley** and **City of Weslaco Services**. The purpose of this agreement is to establish a working and cooperative relationship between the parties in order to plan services appropriate for each agency's clients.

2-1-1 Texas, a program of the Council, offers a centralized comprehensive, cross-category set of resources to individuals, families, groups and service organizations in Starr, Hidalgo, Cameron and Willacy counties.

The Non-Financial agreement becomes effective immediately and will remain in effect until terminated by either party. **2-1-1 Texas** agrees to be the first point of contact for callers seeking services before, during and after a Disaster or event, coordinated by the **Emergency Management Center/City of Weslaco**.

This is an agreement of mutual support and collaboration with the common goal of coordinating information and referral services for mutual current and potential clients.

The cooperation of our agencies and our staff is very important in our efforts to promote the self-sufficiency of low-income families in our community. Together, we can make a difference in the lives of the families we serve.

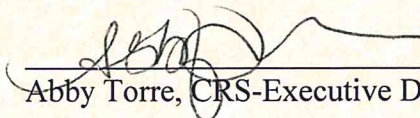
City of Weslaco

Authorized Signature

Date

Print Name and Title

Community Council of the Rio Grande Valley, Inc.



Abby Torre, CRS-Executive Director Date

Abby Torre, Executive Director

Print Name and Title





Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3326	
From:			
Subject: Discussion and consideration to approve Resolution 2020-23 appointing a member to unexpired term to the Weslaco Hotel Occupancy Tax Advisory Committee and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)			
Background: Due the current pandemic COVID 19 situation, the H.O.T. committee has not met for the past months. Three members of the H.O.T. committee expired this past April. A listing of the members is herein provided as an attachment. I reached out to those whose terms had expired. I received only two responses and one no reply. One of the members wishes to continue serving and the other one resigned. We are seeking two new members. I will proceed and make postings and I am open to suggestions on any one that wishes to serve in this committee.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Resolution			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu Vidal Roman Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation: Recommend re-appointing of a member and seek applicants to fill the other vacancies.			
Attachments, if any: H.O.T. members, Resignation - James Simmons, R2020-23 Hotel Occupancy Tax Advisory Committee 1			

Responsibilities upon Approval:
--

HOTEL OCCUPANCY TAX ADVISORY COMMITTEE

FIRST NAME	LAST NAME	TITLE	TERM EXPIRES
Rafael	Caballero Jr.	Chair	4/7/2021
James	Simmons	Member	4/7/2020
Nancy	Sanchez	Member	4/7/2020
Omar	Rodriguez	Vice-Chair	4/7/2021
Roberto	Palomares	Member	4/7/2021
Sergio	Lozano	Member	4/7/2020
Ruben	Villanueva	Member	4/7/2021

As of June 6, 2020.

Vidal Roman

From: Simmons, James C <james.c.simmons@ampf.com>
Sent: Thursday, May 28, 2020 9:45 AM
To: Vidal Roman
Subject: RE: H.O.T. Committee member reappointment

Good Morning,

I am not going to be able to serve going forward. Thank you for my time on the board.

Sincerely,

James C. Simmons, Jr., CRPC®
Financial Advisor

Ameriprise Financial Services, Inc.
612 South Missouri
Weslaco, TX 78596

O: 956.968.0123

F: 956.968.8323

Learn more at www.ameripriseadvisors.com/james.c.simmons

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From: Vidal Roman <vroman@weslacotx.gov>
Sent: Thursday, May 28, 2020 9:29 AM
To: Sergio Lozano <slozano2005@yahoo.com>; nsan5963@yahoo.com; Simmons, James C <james.c.simmons@ampf.com>
Cc: Norma Cantu <nacantu@weslacotx.gov>
Subject: H.O.T. Committee member reappointment

Good morning H.O.T. Board members,

I hope you and yours are doing well in this pandemic situation. First and foremost let me apologize for not reaching out to you on a more timely manner. Your term expired this past April and I am wondering whether you would like to continue serving on this board. I will be presenting it for reappointment should any of you decide to continue serving.

I will await your response on this request.

***** "This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply e-mail and immediately and permanently delete this message and any attachments. Thank you." *****

RESOLUTION NO. 2020-23

**A RESOLUTION OF THE CITY OF WESLACO APPOINTING
ONE MEMBER TO THE HOTEL OCCUPANCY TAX ADVISORY
COMMITTEE**

WHEREAS, the City of Weslaco has established the Hotel Occupancy Tax Advisory Committee pursuant to Ordinance 2015-09; and

WHEREAS, the term of one member on the Hotel Occupancy Tax Advisory Committee is for three (3) years; and

WHEREAS, The Hotel Occupancy Tax Advisory Committee's board members shall serve staggered terms without compensation; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WESLACO, TEXAS THAT _____ is appointed to a term as a member of the Hotel Occupancy Tax Advisory Committee that will expire not later than the _____ day of _____, 20____.

PASSED AND APPROVED on this 16th day of June 2020.

CITY OF WESLACO

David Suarez, **MAYOR**

ATTEST:

Norma A. Cantu, **CITY SECRETARY**

APPROVED AS TO FORM:

Juan E. Gonzalez **CITY ATTORNEY**



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3333
From: Rebekah De La Fuente		
Subject: Discussion and consideration after public hearing on behalf of Fernando Gutierrez is requesting a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 900 N.Border Ave. Suite C, also being a 1.59 acres tract of land being the W210'-S330' Farm Tract 123, West Tract Subdivision, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)		
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Wine and Beer Retailer's Permit. Thirty (30) property owners within 200 feet of the applicant's property were notified by letter on May 22, 2020.		
Funding Source (budget code, if applicable):		
Amount:	Term of Impact:	Identified in Current Budget:
Additional Action Prompted: Mayor's Signature Public Hearing		
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on May 18, 2020.		
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning recommended approval of the Conditional Use Permit at the regular meeting of June 3, 2020		
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: 900 N BORDER -CUP- Attachments, 900 N Border- Aerial		
Responsibilities upon Approval:		

Staff recommends approval.



APPLICATION FOR CONDITIONAL USE PERMIT

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. 20-00005

Business name: CRAZY About Mangonadas

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 1.59 acres being the W210'-S330' Block 2
Subdivision Name FARM Tract #123 West Track Subdivision
Street Address 900 W Border Ave Ste C Weslaco TX 78596
Existing Zoning _____ Existing Land Use SNACK BAR
Purpose for the Conditional Use Permit Request Wine & Beer Retailers Permit (on Premise)

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

- _____ \$300.00 non-refundable filing fee.
- _____ Detailed dimensioned site plan/map must be submitted with this request.
- _____ Survey and metes and bounds if the legal description is a portion of a lot.
- _____ City and school tax receipts attached.
- _____ I have received a copy of "CUP Application Instructions"

APPLICANT

managing member of LLC
Name Fernando Gutierrez Phone (956) 588-5744
Address 2004 Water Willow Dr. Fax: _____
City Weslaco State TX Zip Code 78596 E-Mail: fredy-gutierrez87@hotmail.com

OWNER

Name Maria del Carmen Perez Phone (956) 293-3812
Address P.O. Box 2872 Fax: _____
City S Padre Island State TX Zip Code 78597 E-Mail: mexika1355@gmail.com
guerocarmen13@gmail.com

THE UNIVERSITY OF CHICAGO

2000 05 19

2000 05 19

...

...

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____ No _____

I certify that I am the actual owner of the property described above and this application is being submitted with my consent or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature Mari del Carmen Per Date 05-06-2020
Owner
Signature Fernando Date 05-06-2020
Applicant managing member
OF PENGTZ
Investments LLC
Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Paid _____

Notice of Public Hearing Sent 1 _____
200' of Proposed Site

P & Z Notice of Public Hearing _____

City Commission Notice of Put _____
in Newspaper

Presented to P & Z Commissic _____
Approved _____ Disapprover _____

Presented to City Commission _____
Approved _____ Disapprover _____

CITY OF WESLACO
956-968-3181
***** REPRINT RECEIPT*****
REC#: 02633072 5/12/2020 11:52 AM
OPER: NV TERM: 039
REF#: 551
PAID BY:
TRAN: 202.0000 CONDITIONAL USE PERM
900 N BORDER STE C STC
101-400-1026
CONDITIONAL USE PER 305.00CR
TENDERED: 305.00 CHECK
APPLIED: 305.00-
CHANGE: 0.00

May 5th, 2020

To whom it may concern;

My name is Maria del Carmen Perez, President/owner of FAD Properties, LLC.

I am also owner of the Plaza on 900 N Border, Weslaco, Texas 78596.

Mr Gutierrez is a tenant of my plaza, Suite C, located at address above.

I am giving permission or allowing Mr Gutierrez to sale alcohol in his business located at plaza for benefit of his business.

Any questions please contact me at number below.

Thank you for your attention to this matter.

Sincerely,

Maria del Carmen Perez

POBox 2872

S Padre Island, Texas 78596

956-293-3812

Mexika1355@gmail.com

A handwritten signature, appearing to be 'MAP', is enclosed within a hand-drawn circle.

May 4th, 2020

To City of Weslaco:

My name is Noel Gutierrez-Vela owner and managing member of F & N GTZ LLC doing business as Crazy About Mangonadas.

I have applied for Wine and Beer Retailer's Permit for the sale of On Premise. Our primary business is ice cream, snacks and other items but would like to have the option to sell wine and beer.

The beer permit will allow us open the container to add wine to the smoothies.

We will follow TABC rules to employ 18 and over and will have our employees TABC certified.

I will also have one table and chairs at the location as required by TABC.

Monday- Sunday 12:00 Noon to 9pm



Noel Gutierrez-Vela

Managing Member *of LLC*

Property

Account

Property ID: 324523 Legal Description: WEST TRACT W210'-S330' FT
123 1.59AC
Geographic ID: W3800-00-123-0000-00 Zoning: CO
Type: Real Agent Code:
Property Use Code:
Property Use Description:

Location

Address: 900 N BORDER AVE Mapsco:
Neighborhood: WEST TRACT Map ID:
Neighborhood CD: W380000

Owner

Name: FAD PROPERTIES LLC Owner ID: 1070995
Mailing Address: PO BOX 2872 % Ownership: 100.000000000000%
SOUTH PADRE ISLAND, TX 78597-2872
Exemptions:

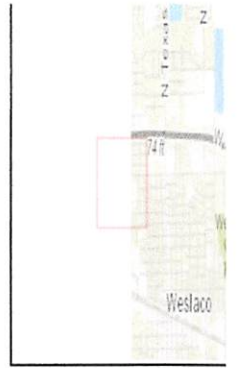
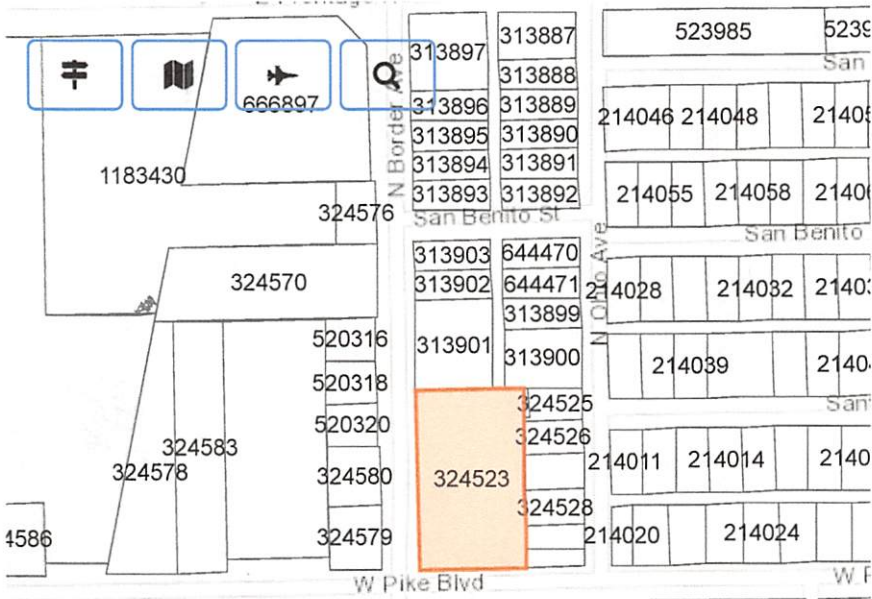
Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$244,072	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$141,058	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$385,130	
(-) Ag or Timber Use Value Reduction:	-	\$0	
(=) Appraised Value:	=	\$385,130	
(-) HS Cap:	-	\$0	
(=) Assessed Value:	=	\$385,130	

Taxing Jurisdiction

Owner: FAD PROPERTIES LLC
% Ownership: 100.000000000000%
Total Value: \$385,130

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	\$385,130	\$385,130	\$0.00
CWL	CITY OF WESLACO	0.696700	\$385,130	\$385,130	\$2,683.20



Search Results 1 Search Type: Property Account # Search | Search Term: 324523

Property ID	Options	Geo ID	Owner ID	Owner
324523	(property)	W3800-00-123-0000-00	1070995	FAD LLC

Dr



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

ON-PREMISE PREQUALIFICATION PACKET

L-ON (9/2019)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit. All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for:	☒ Original	☐ Add Late Hours Only	License/Permit Number _____
	☐ Reinstatement	☐ Reinstatement and Change of Trade Name	License/Permit Number _____
	☐ Change of Location	☐ Change of Location and Trade Name	License/Permit Number _____
2. Type of On-Premise License/Permit			
☒ BG	Wine and Beer Retailer's Permit	☐ LB	Mixed Beverage Late Hours Permit
☐ BE	Beer Retail Dealer's On-Premise License	☐ MI	Minibar Permit
☐ BL	Retail Dealer's On-Premise Late Hours License	☐ CB	Caterer's Permit
☐ BP	Brewpub License	☐ FB	Food and Beverage Certificate
☐ V	Wine & Beer Retailer's Permit for Excursion Boats	☐ PE	Beverage Cartage Permit
☐ MB	Mixed Beverage Permit	☐ RM	Mixed Beverage Restaurant Permit with FB
☐ O	Private Carrier's Permit -Brewpubs (BP) with a BG only	☐ E	Local Cartage Permit - Wine/Beer retailers (BG) Only

3. Indicate Primary Business at this Location			
☐ Restaurant	☐ Sporting Arena, Civic Center, Hotel	☐ Bar	
☐ Grocery/Market	☐ Sexually Oriented	☒ Miscellaneous Store	

4. Trade Name of Location (Name of restaurant, bar, store, etc.)
Crazy About Mangonadas <u>Weslaco</u>

5. Location Address
900 N Border Avenue Ste C

City	County	State	Zip Code
Weslaco	Hidalgo	TX	78596

6. Mailing Address	City	State	Zip Code
2004 Water Willow Drive	Weslaco	TX	78596

7. Business Phone No.	Alternate Phone No.	E-mail Address
956-375-2431	956-424-2074	freddy_gutierrez_87@hotmail.com

OWNER INFORMATION

8. Type of Owner		
☐ Individual	☐ Corporation	☐ City/County/University
☐ Partnership	☒ Limited Liability Company	☐ Other _____
☐ Limited Partnership	☐ Joint Venture	
☐ Limited Liability Partnership	☐ Trust	

9. Owner of Business/Applicant (Name of Corporation, LLC, etc.)
F & N GTZ Investments, LLC

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your license/permit.

10. Contact Person: Fernando Gutierrez-Vela	Relation to Business: Managing Member
Phone (mandatory): <u>956 424-2074</u>	Email (mandatory): <u>Freddy - Gutierrez_87@hotmail.com</u>

TABC DATESTAMP

11. Are you, the applicant a veteran-owned business? ☐ Yes ☒ No			
12. Are you, the applicant a Historically Underutilized Business (HUB)? ☐ Yes ☒ No			
13. As indicated on the chart, enter the individuals that pertain to your business type: (For additional space, use Form L-OIC)			
Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name Gutierrez-Vela	First Name Fernando	MI	Title Managing Member
Last Name Gutierrez	First Name Nataly	M	Title Managing Member
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

14. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No	
<i>NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.</i>	
15. Will your business be located within 300 feet of any private/public school, day care or child care facility? ☐ Yes ☒ No	
15.a If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No	
<i>NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.</i>	
<i>NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.</i>	
<i>NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.</i>	
16. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No	
17. Will your business be located within 1,000 feet of a public school? ☒ Yes ☐ No	
60-DAY SIGN	
18. If required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.	Exact Date (MM/DD/YYYY) 04-30-2020

ALL APPLICANTS

19. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐	
I, the applicant, have confirmed I am not located in the city limits of any city, therefore, city certifications are not required.	
COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION	
Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.	
All required forms have been completed. I have reviewed all forms to ensure they are complete. I have obtained all required local and state certifications (pages 3-5). All application packets have been notarized. Phone numbers and email address for Contact Person are up to date. All additional documentation as required by the application packets is attached. If required, out of state criminal history checks are attached (PHS #7). Certification of publication in local newspaper has been completed (page 5). A copy of the newspaper publication is attached (page 5).	☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☐ Yes ☐ No ☒ N/A ☒ Yes ☐ No ☐ N/A ☒ Yes ☐ No ☐ N/A

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

Fernando Gutierrez-Vela

SIGN
HERE

Fernando

TITLE

managing member

Before me, the undersigned authority, on this 30th day of April, 2020, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

Rebecca Regalado

SEAL

NOTARY PUBLIC

EXPIRES 1-31-2021

CERTIFICATE OF CITY SECRETARY (FOR MB, RM & V)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN

HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG or BE)

SIGN

HERE

City Secretary/Clerk

City

TEXAS

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE _____

City Secretary/Clerk

City

_____, TEXAS

S E A L

CERTIFICATE OF COUNTY CLERK (FOR MB, RM & V)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN

HERE _____

County Clerk

_____, COUNTY

S E A L

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG or BE)

SIGN

HERE _____

County Clerk

_____, COUNTY

S E A L

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

I hereby certify on this _____ day of _____, 20____, that one of the below are correct:

- ☐ The Commissioner's Court of the county has by order authorized the sale of *mixed beverages* between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of *beer* between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE _____

County Clerk

COUNTY _____

S E A L

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN

HERE _____

FIELD OFFICE _____

S E A L

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL & V)

Section 11.39 and 61.38

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE <u>Hover over to see example</u>
City, County		
Dates notice published in daily/weekly newspaper (MM/DD/YYYY)		
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown.</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date (MM/DD/YYYY)		
Signature of Notary Public		
S E A L		

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

PLANNING DEPARTMENT

May 22, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 3, 2020, for the Planning and Zoning Commission and on or before June 16, 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Fernando Gutierrez is requesting a Conditional Use Permit to obtain an On-Premise Wine and Beer Retailer's Permit at 900 W Border Ave. Suite C, also being a 1.59 acres tract of land being the W210'-S330' Farm Tract 123, West Tract Subdivision, Weslaco, Hidalgo County, Texas.

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

Sincerely,

Rebekah de la Fuente, CFM
Planning Director

Engineering



MAY 21, 2020

LEAL SANTOS & IRMA 2105 NORTHGATE CIR WESLACO TX 78599-3981	J1870-00-000-0001-00 J. W. LOT 1 1001 N BORDER AVE	L: 33495 B: 57696
CARMONA ISABEL 30204 FM 801 SAN BENITO TX 78586-7190	J1870-00-000-0002-00 J. W. LOT 2 915 N BORDER AVE	L: 33495 B: 51870
GOMEZ SERGIO JR 319 S 25TH ST DONNA TX 78537	J1870-00-000-0003-00 J. W. LOT 3 909 N BORDER AVE	L: 33495 B: 16201
DUENEZ, PABLO & MARIA U 617 SANTA ANNA ST WESLACO TX 78596-4319	L2200-02-005-0001-00 COLONIA M. P. (BUD) LACKLAND UT NO. 2 LOT 1 BLK 5 617 W SANTA ANNA	L: 18400 B: 18402
CORTEZ, LIONEL & SULEMA 615 SANTA ANNA ST WESLACO TX 78596-4319	L2200-02-005-0002-00 COLONIA M. P. (BUD) LACKLAND UT NO. 2 LOT 2 BLK 5 615 W SANTA ANNA	L: 18400 B: 19346
CABALLERO, FLORENTINO 612 W PIKE BLVD WESLACO TX 78596-4618	L2200-02-005-0010-00 COLONIA M. P. (BUD) LACKLAND UT NO. 2 LOT 10 BK 5 626 MI 8 ROAD	L: 10675 B: 0
CABALLERO FLORETINO JR 612 W PIKE BLVD WESLACO TX 78596-4618	L2200-02-005-0011-00 COLONIA M. P. (BUD) LACKLAND UT NO. 2 LOTS 11 & 12 BLK 5 612 W PIKE BLVD	L: 18910 B: 11709
MONTANO ROSA MARIA 9551 GOLD STAGE RD SAN ANTONIO TX 78254-5204	L2200-02-006-0001-00 COLONIA M. P. (BUD) LACKLAND UT NO. 2 LOT 1 BLK 6 617 SAN BENITO ST	L: 18402 B: 30872
HERRERA MARGARITA H 618 SANTA ANA WESLACO TX 78596-4320	L2200-02-006-0010-00 COLONIA M. P. (BUD) LACKLAND UT NO. 2 LOT 10 BLK 6 618 SANTA ANNA ST	L: 18402 B: 21047
HERNANDEZ PEDRO JR 616 SANTA ANNA ST WESLACO TX 78596-4320	L2200-02-006-0011-00 COLONIA M. P. (BUD) LACKLAND UT NO. 2 LOT 11 BLK 6 616 SANTA ANNA ST	L: 18402 B: 17046
GEGENHEIMER, LIONEL JR & B PO BOX 1208 MCALLEN TX 78505-1208	P6700-00-002-0007-00 PIKE SNEAD LTS 7-12 BLKS 2&5, AL L BKS 3&4 ABND GEORGIA ST & CASA 715 W PIKE BLVD	L: 287605 B: 1062395
SIRACH LTD 400 S BICENTENNIAL BLVD MCALLEN TX 78501-5199	P8910-00-000-0000-00 PROCLAIM THE SAVIOR BNG 1.57AC 914 W PIKE BLVD	L: 267562 B: 117421

MAY 21, 2020

VALDEZ, UVENSE & ALMA S PO BOX 1219 WESLACO TX 78599-1219	V2800-00-002-0001-05 VEACH LOT 1 BLK 2 917 N OHIO AVE	L: 19825 B: 30175
FUNK YOLANDA G 916 N OHIO AVE WESLACO TX 78596-4070	V2800-00-002-0002-05 VEACH LOT 2 BLK 2 916 N OHIO AVE	L: 19825 B: 69722
MARTINEZ DOLORES ALDACO 915 N OHIO AVE WESLACO TX 78596-4303	V2800-00-002-0003-00 VEACH BLK 2 LT 3 907 N OHIO AVE	L: 19825 B: 15547
CHARLES JOSE A & GUADALUPE M 913 N OHIO AVE WESLACO TX 78596-4303	V2800-00-002-0004-00 VEACH LOTS 4 & 5 BLK 2 913 N OHIO AVE	L: 39650 B: 46851
GUEVARA OLIVIA 101 GAMBLE ST COLUMBUS JUNCTION IA 52738	V2800-00-002-0006-00 VEACH LOTS 6, 7 & 8 BLK 2 914 N BORDER AVE	L: 59475 B: 24198
PRADO LYDIA 918 N BORDER AVE WESLACO TX 78596-4302	V2800-00-002-0009-00 VEACH BLK 2 LT 9 918 N BORDER AVE	L: 19825 B: 19176
REYNA RODOLFO & MARIA DE JESUS 920 N BORDER AVE WESLACO TX 78596-4302	V2800-00-002-0010-00 VEACH BLK 2 LT 10 920 N BORDER AVE	L: 19825 B: 24279
GUTIERREZ ARMANDO JR & ANA B 805 W PIKE BLVD WESLACO TX 78596-4621	W3800-00-122-0000-00 WEST TRACT BLK FT 122 W320'-N680 .62 'LOT 122 805 W PIKE BLVD	L: 178750 B: 232335
FAD PROPERTIES LLC PO BOX 2872 SOUTH PADRE ISLAND TX 78597-2872	W3800-00-123-0000-00 WEST TRACT W210'-S330' FT 123 1. 59AC 900 N BORDER AVE	L: 141058 B: 220477
LEAL ELIDA 700 W PIKE BLVD WESLACO TX 78596-4620	W3800-00-123-0000-01 WEST TRACT E120'-W330'-N160'-S22 0' FT 123 EXC N60'-S160'-E120'-W 700 W PIKE BLVD	L: 35283 B: 30630
QUINTANILLA LILLIAN 909 OHIO ST WESLACO TX 78596-4303	W3800-00-123-0000-02 WEST TRACT 0.14AC IRR TR-E120'-W 330'-N55'-S330' FT 123 905 N OHIO AVE	L: 19602 B: 17884
VILLA NOEL RAUL & AMANDA MARIE 907 N OHIO AVE WESLACO TX 78596-4303	W3800-00-123-0000-03 WEST TRACT E120'-W330'-N55'-S275 ' FT 123 0.15AC GR 0.12AC NET 907 N OHIO AVE	L: 15675 B: 34240

MAY 21, 2020

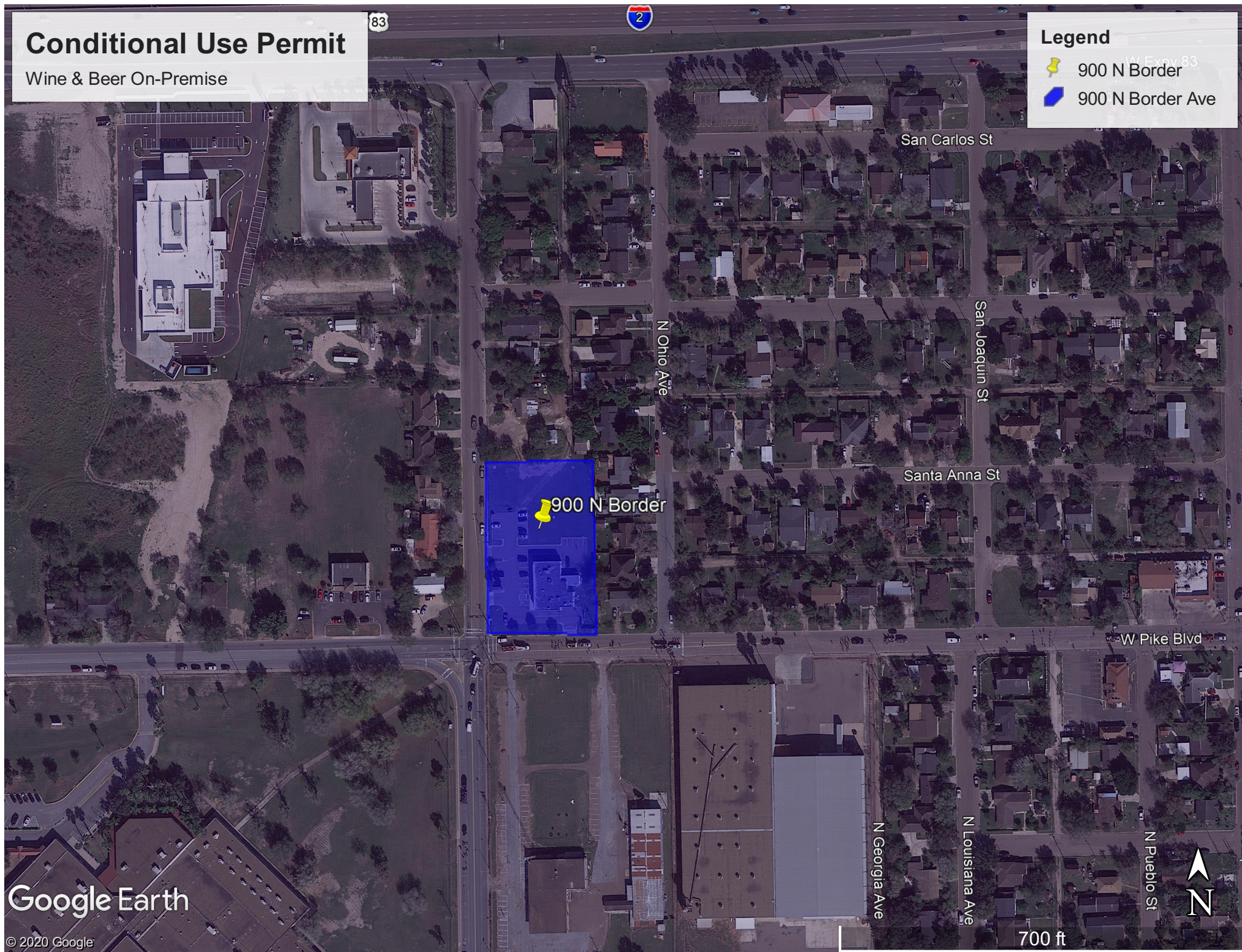
MENDEZ ELEAZAR JR & GILDA G 1505 GARDENIA ST WESLACO TX 78599-3149	W3800-00-123-0000-04 WEST TRACT E 120' OF W 330'-S 60' FT 123 0.17 AC NET 905 OHIO	L: 22216 B: 24812
MARTINEZ CRYSTAL E 1116 W BALLI RD ALAMO TX 78516-7202	W3800-00-123-0000-06 WEST TRACT N60'-S160'-E120'-W330' -S330' FT 123 0.17AC NET 903 N OHIO AVE	L: 22215 B: 70853
CARDENAS, GILBERTO & ANITA 1007 N BORDER AVE WESLACO TX 78596-4321	W3800-00-133-0000-00 WEST TRACT S1AC-N4.33AC-E9.05AC- N0.48AC- S1.49AC-W1.72AC-E9.05AC 1007 N BORDER AVE	L: 121183 B: 1376
RIOJAS VANESSA 901 N BORDER AVE WESLACO TX 78596-4301	W3800-00-133-0000-09 WEST TRACT-S135'-E120' FT 133 0. 37AC GR 0.23AC NET 905 N BORDER AVE	L: 60108 B: 22638
RIOJAS VANESA 905 N BORDER AVE WESLACO TX 78596-4301	W3800-00-133-0000-10 WEST TRACT N0.27AC-S0.50AC-E1AC- S4.72AC-E9.05AC FT 133 905 N BORDER AVE	L: 35283 B: 54265
WESLACO ISD PO BOX 266 WESLACO TX 78599-0266	W3800-00-134-0000-01 WEST TRACT 40 AC EXC SEC 0.59 AC FT 134 WESLACO HIGH SCHOOL 1005 W PIKE BLVD	L: 2601060 B: 28118069

Conditional Use Permit

Wine & Beer On-Premise

Legend

-  900 N Border
-  900 N Border Ave



Google Earth

© 2020 Google

700 ft



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3332	
From: Rebekah De La Fuente			
Subject: Discussion and consideration after public hearing on behalf of Sr. Mostacho, LLC, Raul H. Ugalde is requesting a Conditional Use Permit to obtain an On Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at 2307 W Interstate 2. Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco, Hidalgo County, Texas and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning and Code Enforcement Department.)			
Background: The applicant is requesting to obtain a Conditional Use Permit to obtain a Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit. Six (6) property owners within 200 feet of the applicant's property were notified by letter on May 22, 2020.			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted: Mayor's Signature Public Hearing			
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: Notice of the application and the public hearing for the Planning and Zoning Commission and the City Commission. Notice appeared in The Monitor on May 18, 2020.			
Advisory Review, if any (name of board/committee, date of action, recommendation): The Planning & Zoning recommended approval of the Conditional Use Permit at the regular meeting of June 3, 2020 with the condition that one security guard be on duty during hours of operation.			
Kayla Arevalo Rebekah De La Fuente Mike Perez		Created/Initiated Approved New	
City Manager Comments:			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: 2307 W INT 2 ST A - ATTACHMENTS, 2307 W IH 2- Aerial			

Responsibilities upon Approval:

Staff will advise applicant



APPLICATION FOR CONDITIONAL USE PERMIT

RECEIVED
MAY 12 2020
Planning &
Code Enforcement Dept.

The Planning & Zoning Commission meets every 1st Wednesday of each month at 5:30 pm.

The City Commission meets every 1st and 3rd Tuesday of each month at 5:30 pm

FILE NO. 20-00006

PROPOSED PROJECT

Legal Description of Property for which Conditional Use Permit is requested:

Lot 44 Block _____

Subdivision Name TOWN CENTER SUBDIVISION LOTS 2-9

Street Address 2307 W INTERSTATE 2, SUITE A

Existing Zoning _____ Existing Land Use _____

Purpose for the Conditional Use Permit Request RESTAURANT SERVING WINE, BEER AND MIXED DRINKS

What, if anything, is planned to minimize the impact on the surrounding land uses: _____

- ☒ \$300.00 non-refundable filing fee.
☐ Detailed dimensioned site plan/map must be submitted with this request.
☐ Survey and metes and bounds if the legal description is a portion of a lot.
☐ City and school tax receipts attached.
☒ I have received a copy of "CUP Application Instructions"

APPLICANT

Name SR. MOSTACHO, LLC RAUL H. UGALDE Phone 956-246-8898

Address 3404 ROSEWOOD DRIVE Fax: _____

City WESLACO State TEX Zip Code 78599 E-Mail: raul_ugalde@hotmail.com

OWNER

Name CABALLERO REAL ESTATE LLC Phone 956-454-7305

Address 610 MACO DRIVE Fax: _____

City HARLINGEN State TEX Zip Code 78550 E-Mail: _____

To the best of your knowledge are there any deed restrictions, restrictive covenants, etc., which would prevent the utilization of the property in the manner indicated?

Yes _____ No ✓

I certify that I am the actual owner of the property described above and this application is being submitted with my consent or I am authorized by the actual owner to submit this application and have attached written evidence of such authorization.

Signature R. Curd Date 05-05-2020
Owner

Signature D. Jeff Date 05-05-2020
Applicant

Signature _____ Date _____
Authorized Agent

STAFF USE ONLY

Accepted By _____ Payment Received By _____ Date Paid _____

Notice of Public Hearing Sent to Property Owners Within 200' of Proposed Site Date _____

P & Z Notice of Public Hearing Published in Newspaper Date _____

City Commission Notice of Public Hearing Published in Newspaper Date _____

Presented to P & Z Commission Date _____
Approved _____ Disapproved _____ Tabled _____

Presented to City Commission Date _____
Approved _____ Disapproved _____ Tabled _____

RECEIVED

MAY 12 2020

Planning &
Code Enforcement Dept.

CITY OF WESLACO
956-968-3181

REC#: 02633125 5/12/2020 1:12 PM
OPER: flor TERM: 040
REF#:
PAID BY:

ACCT #: XXXX-XXXX-XXXX-9074
AUTH #: 291858
TRAN #: 000000000133
TYPE: PURCHASE

TRAN: 202.0000 CONDITIONAL USE PERM
RAUL UGALDE

101-400-1026
CONDITIONAL USE PER 305.00CR

TENDERED: 305.00 CREDIT CARD
APPLIED: 305.00-

CHANGE: 0.00

Sr. Mostacho, LLC D/B/A Sr. Mostacho Restaurant Operation

2307 W Interstate 2, Suite A, Weslaco, Texas 78596

(956) 246-8898

Sr. Mostacho is a Restaurant owned by Sr. Mostacho, LLC d/b/a Sr. Mostacho located at 2307 W Interstate 2, Suite A, Weslaco, Hidalgo County, Texas 78596

Raul Ugalde is the Manager of Sr. Mostacho, LLC.

Our Businesses will operate seven days a week and will be open:

Monday-Thursday 11:00 AM till 2:00 AM

Friday-Saturday 11:00 AM till 2:00 AM

Sunday- 10:00 AM till 2:00 AM

We will employ approximately six (16) employees including Cooks, waitresses, cashiers, bartenders and janitorial staff.

We feel we operate a First Class Restaurant with top quality Food and provide a comfortable atmosphere resulting in a positive dining experience. Family, Friends and guests enjoy American Food, Fish Plates, Burgers, Chicken Fried Steaks, Ribeye Steaks, Tacos, Chili Burgers, Chicken Fajitas, Salads, Desserts and more.

Beverages include: Coffee, Tea, Soft Drinks, Mexican Sodas and Beer & Wine and Mixed Drinks including our famous Micheladas. Our Restaurant has two large dining areas and a bar where you can sit and relax and enjoy a delicious meal. We have fifteen-(15) tables and booths in each of our two dining areas for as total of thirty (30) tables or booths.

We plan to have Karaoke in the near future.

We have adequate parking as well as additional parking in our neighbors' parking lot as most of our Neighbors close for business at 5:00 PM affording us extra parking for our business.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSUMPTION WARRANTY DEED

Conforms to State Bar of Texas Form

Date: October 16, 2019

Grantor: MAYAN CAPITAL MARKETING, LLC, A TEXAS LIMITED LIABILITY COMPANY

Grantor's Mailing Address (including county): 610 Maco Dr., Harlingen, Cameron County, Texas 78550

Grantee: CABALLERO REAL ESTATE, LLC, A TEXAS LIMITED LIABILITY COMPANY

Grantee's Mailing Address (including county): 610 Maco Dr., Harlingen, Cameron County, Texas 78550

Consideration: Grantee's assumption of the unpaid principal and earned interest on the note in the original principal sum of \$2,536,000.00 dated October 13, 2014, executed by MAYAN CAPITAL MARKETING, LLC, A TEXAS LIMITED LIABILITY COMPANY and payable to the order of LONE STAR NATIONAL BANK and secured by Deed of Trust of even date therewith, and recorded in the Office of the County Clerk of Hidalgo County, Texas as Document No.2556776. Grantee agrees to indemnify and hold Grantor harmless from payment of the note and from performance of Grantor's obligations specified in the instruments securing payment of the note. As further consideration Grantee promises to keep and perform all of the covenants and obligations of the grantor named in that deed of trust and to indemnify Grantor against any damages caused by Grantee's breach of its obligations under this assumption.

Property (including any improvements): ALL OF GRANTOR'S RIGHTS, TITLE, AND INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

Lot 4, TOWN CENTER SUBDIVISION LOTS 2-9, an addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 35, Page 147, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

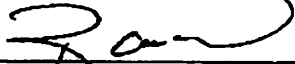
All terms, conditions, limitations, covenants, assessment liens, easements, rights-of-way, restrictions and leases of record; all visible easements, all prescriptive easements, whether of record or not; all presently recorded instruments, other than liens and conveyances that affect the property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronouns include the plural.

MAYAN CAPITAL MARKETING, LLC, A TEXAS
LIMITED LIABILITY COMPANY

BY: 
RICARDO CABALLERO, MANAGER

As further consideration Grantee promises to keep and perform all the covenants and obligations of the grantor named in that deed of trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to the breach or default of any provision of this assumption by Grantee. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

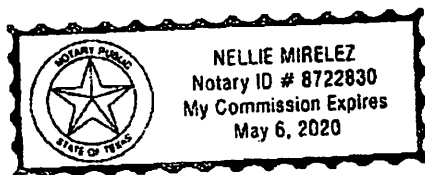
CABALLERO REAL ESTATE, LLC, A TEXAS
LIMITED LIABILITY COMPANY

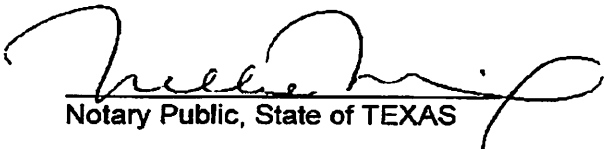
BY: 
RICARDO CABALLERO, MANAGER

(Acknowledgment)

State of TEXAS
County of HIDALGO

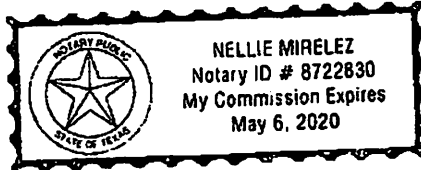
This instrument was acknowledged before me on the 18th day of October, 2019 by Ricardo Caballero, Manager of Mayan Capital Marketing, LLC, a Texas limited liability company, on behalf of said company.




Notary Public, State of TEXAS

State of TEXAS
County of HIDALGO

This instrument was acknowledged before me on the 18th day of October, 2019 by Ricardo Caballero, Manager of Caballero Real Estate, LLC, a Texas limited liability company, on behalf of said company.



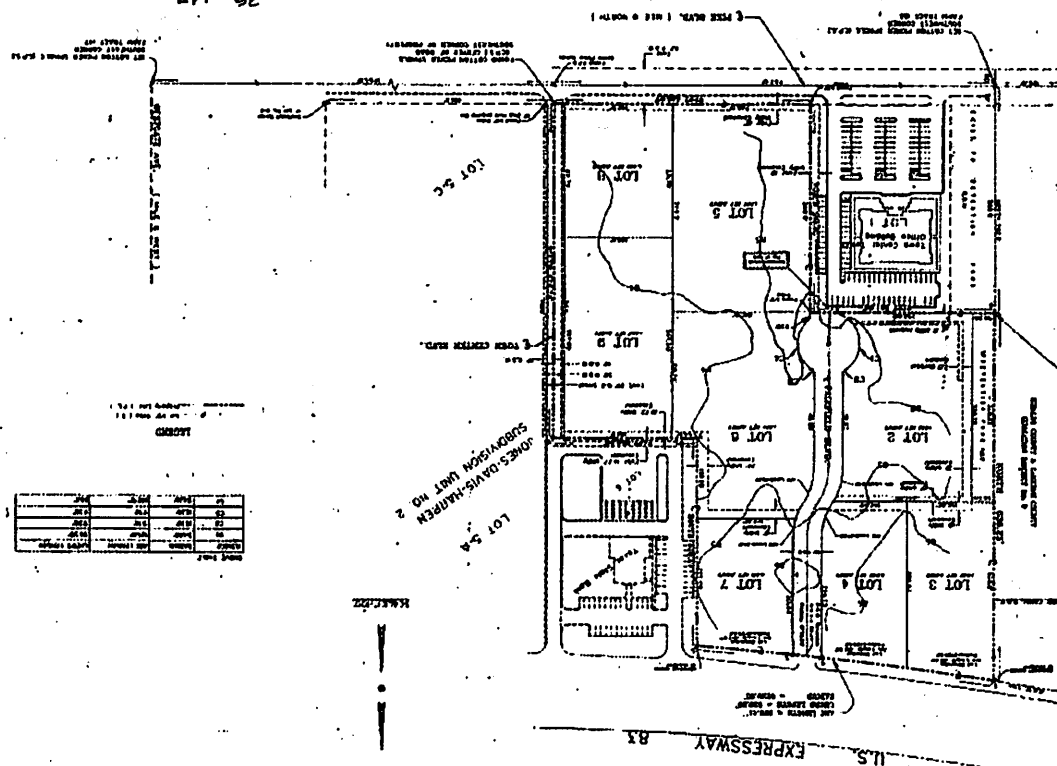

Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:

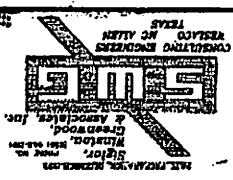
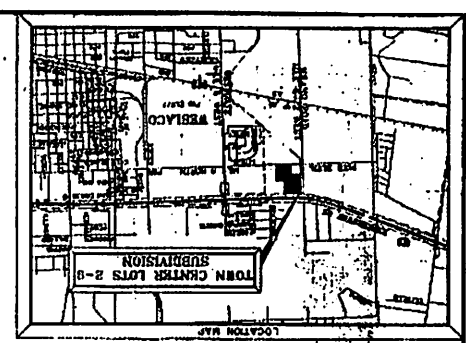
Mr. Ricardo Caballero
Caballero Real Estate, LLC
610 Maco Dr.
Harlingen, Texas 78550

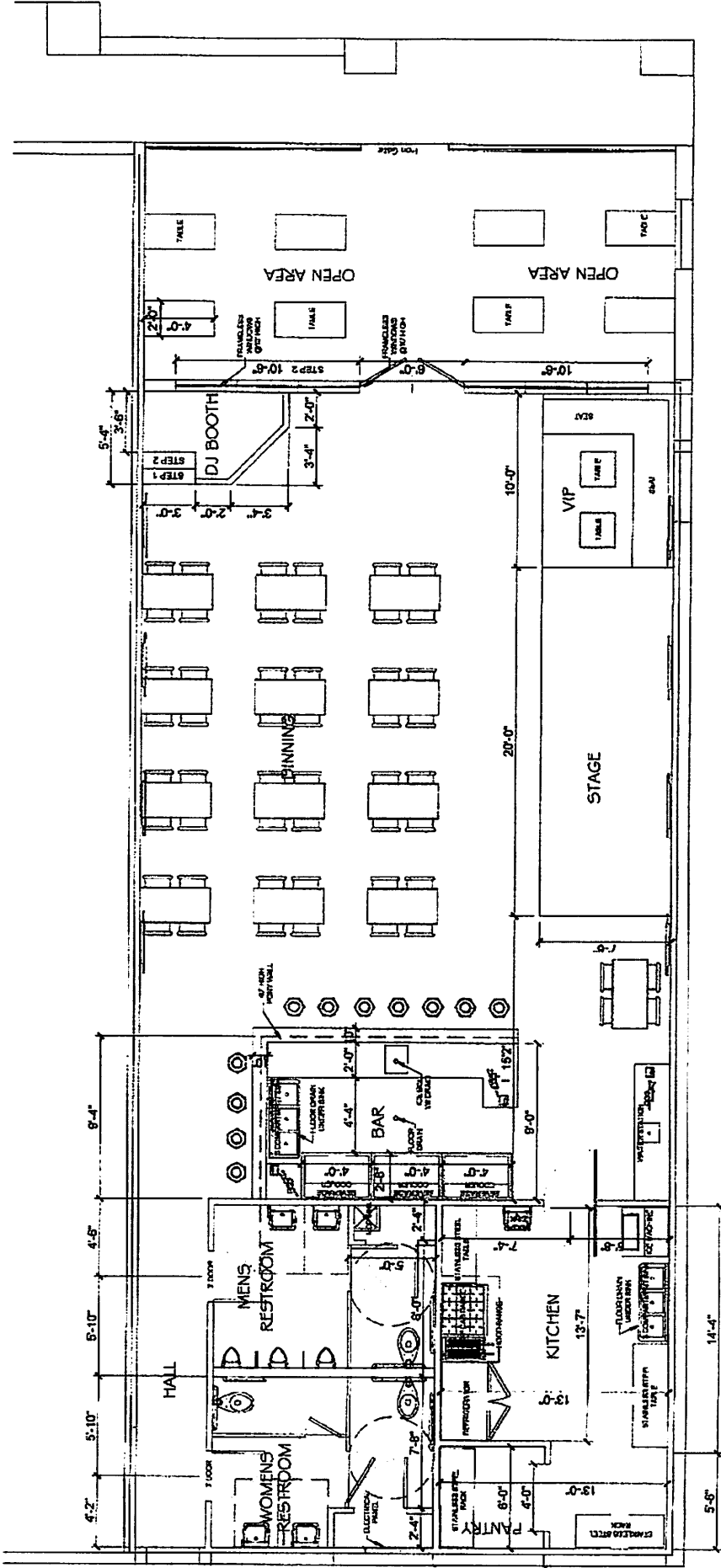
PREPARED BY:
THE LAW OFFICE OF MICHAEL J. DALEY, PLLC
1801 S. 2nd St., SUITE 370
P. O. BOX 4313
MCALLEN, TEXAS 78502
File No. 118-7753

TOWN CENTER SUBDIVISION LOTS 2-9



1944	1945	1946	1947
1948	1949	1950	1951
1952	1953	1954	1955
1956	1957	1958	1959
1960	1961	1962	1963
1964	1965	1966	1967
1968	1969	1970	1971
1972	1973	1974	1975
1976	1977	1978	1979
1980	1981	1982	1983
1984	1985	1986	1987
1988	1989	1990	1991
1992	1993	1994	1995
1996	1997	1998	1999
2000	2001	2002	2003
2004	2005	2006	2007
2008	2009	2010	2011
2012	2013	2014	2015
2016	2017	2018	2019
2020	2021	2022	2023
2024	2025	2026	2027
2028	2029	2030	2031
2032	2033	2034	2035
2036	2037	2038	2039
2040	2041	2042	2043
2044	2045	2046	2047
2048	2049	2050	2051
2052	2053	2054	2055
2056	2057	2058	2059
2060	2061	2062	2063
2064	2065	2066	2067
2068	2069	2070	2071
2072	2073	2074	2075
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2080	2081	2082	2083
2084	2085	2086	2087
2088	2089	2090	2091
2092	2093	2094	2095
2096	2097	2098	2099
2100	2101	2102	2103
2104	2105	2106	2107
2108	2109	2110	2111
2112	2113	2114	2115
2116	2117	2118	2119
2120	2121	2122	2123
2124	2125	2126	2127
2128	2129	2130	2131
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2152	2153	2154	2155
2156	2157	2158	2159
2160	2161	2162	2163
2164	2165	2166	2167
2168	2169	2170	2171
2172	2173	2174	2175
2176	2177	2178	2179
2180	2181	2182	2183
2184	2185	2186	2187
2188	2189	2190	2191
2192	2193	2194	2195
2196	2197	2198	2199
2200	2201	2202	2203
2204	2205	2206	2207
2208	2209	2210	2211
2212	2213	2214	2215
2216	2217	2218	2219
2220	2221	2222	2223
2224	2225	2226	2227
2228	2229	2230	2231
2232	2233	2234	2235
2236	2237	2238	2239
2240	2241	2242	2243
2244	2245	2246	2247
2248	2249	2250	2251
2252	2253	2254	2255
2256	2257	2258	2259
2260	2261	2262	2263
2264	2265	2266	2267
2268	2269	2270	2271
2272	2273	2274	2275
2276	2277	2278	2279
2280	2281	2282	2283
2284	2285	2286	2287
2288	2289	2290	2291

[illegible][illegible][illegible]



1 FLOOR PLAN
Scale: 1/8" = 1'-0"

MAY 12 2020

41,932



TEXAS ALCOHOLIC BEVERAGE COMMISSION

Texans Helping Businesses & Protecting Communities

Planning &
Code Enforcement Dept.

ON-PREMISE PREQUALIFICATION PACKET

L-ON (9/2019)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11.37, 11.39, 11.46(b), 61.37, 61.38, 61.42 and Rule §33.13. Contact your local TABC office to verify requirements of Sections 11.391 and 61.381 as you may be required to post a sign at your proposed location 60-days prior to the issuance of your license/permit. All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website. www.tabc.texas.gov/laws/code_and_rules.asp

LOCATION INFORMATION

1. Application for:	☒ Original	☐ Add Late Hours Only	License/Permit Number	_____
☐ Reinstatement	☐ Reinstatement and Change of Trade Name	License/Permit Number	_____	
☐ Change of Location	☐ Change of Location and Trade Name	License/Permit Number	_____	
2. Type of On-Premise License/Permit				
☐ BG Wine and Beer Retailer's Permit	☒ LB Mixed Beverage Late Hours Permit	☐ MI Minibar Permit		
☐ BE Beer Retail Dealer's On-Premise License	☐ CB Caterer's Permit	☐ FB Food and Beverage Certificate		
☐ BL Retail Dealer's On-Premise Late Hours License	☐ PE Beverage Cartage Permit	☐ RM Mixed Beverage Restaurant Permit with FB		
☐ BP Brewpub License	☐ E Local Cartage Permit - Wine/Beer retailers (BG) Only			
☐ V Wine & Beer Retailer's Permit for Excursion Boats				
☒ MB Mixed Beverage Permit				
☐ O Private Carrier's Permit - Brewpubs (BP) with a BG only				
3. Indicate Primary Business at this Location				
☒ Restaurant	☐ Sporting Arena, Civic Center, Hotel	☐ Bar		
☐ Grocery/Market	☐ Sexually Oriented	☐ Miscellaneous		
4. Trade Name of Location (Name of restaurant, bar, store, etc.) Sr. Mostacho				
5. Location Address 2307 W Interstate 2, SUITE A				
City Weslaco	County Hidalgo	State TX	Zip Code 78596	
6. Mailing Address 3404 Rosewood Drive	City Weslaco	State TX	Zip Code 78599	
7. Business Phone No. 956-458-5566	Alternate Phone No. 956-246-8898	E-mail Address raul_ugalde@hotmail.com		

OWNER INFORMATION

8. Type of Owner		
☐ Individual	☐ Corporation	☐ City/County/University
☐ Partnership	☒ Limited Liability Company	☐ Other _____
☐ Limited Partnership	☐ Joint Venture	
☐ Limited Liability Partnership	☐ Trust	
9. Owner of Business/Applicant (Name of Corporation, LLC, etc.) Sr. Mostacho, LLC		

PRIMARY CONTACT PERSON

The primary contact person should be a person who can answer questions TABC may have about the application. The contact phone and email are mandatory and must be active and updated regularly. If additional information is needed, it will be requested from this contact person. Delays in responding to requests may delay the processing and approval of your license/permit.

10. Contact Person: Raul H. Ugalde	Relation to Business: Manager
Phone (mandatory): 956-246-8898	Email (mandatory): raul_ugalde@hotmail.com

TABC DATESTAMP

11. Are you, the applicant a veteran-owned business? ☐ Yes ☒ No			
12. Are you, the applicant a Historically Underutilized Business (HUB)? ☐ Yes ☒ No			
13. As indicated on the chart, enter the individuals that pertain to your business type: (For additional space, use Form L-OIC)			
Individual/Individual Owner		Limited Liability Company/All Officers or Managers	
Partnership/All Partners		Joint Venture/Venturers	
Limited Partnership/All General Partners		Trust/Trustee(s)	
Corporation/All Officers		City, County, University/Official	
Last Name Ugalde	First Name Raul	MI H.	Title Manager
Last Name Villa	First Name Manuel	MI A.	Title Manager
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

Section 109.31 et seq.

14. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No	
<i>NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.</i>	
15. Will your business be located within 300 feet of any private/public school, day care or child care facility? ☐ Yes ☒ No	
15.a If "YES," are the facilities located on different floors or stories of the building? ☐ Yes ☐ No	
<i>NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.</i>	
<i>NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.</i>	
<i>NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.</i>	
16. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No	
17. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No	
60-DAY SIGN	
18. If required under Section 11.391 and 61.381, enter the exact date the 60-Day sign was posted at your location.	Exact Date (MM/DD/YYYY) 02-06-2020

ALL APPLICANTS

19. IF YOUR LOCATION IS NOT WITHIN THE CITY LIMITS, CHECK HERE ☐ I, the applicant, have confirmed I am not located in the city limits of any city, therefore, city certifications are not required.										
COMPLETE THE FOLLOWING CHECKLIST BEFORE SUBMITTING YOUR APPLICATION										
Per Sec. 102.01, a tied house is defined as any overlapping ownership between those engaged in the alcoholic beverage industry at different levels of the three-tier system. No person having an interest in a permit issued by TABC may secure or hold, directly or indirectly, an ownership interest in a business on a different level.										
All required forms have been completed. I have reviewed all forms to ensure they are complete. I have obtained all required local and state certifications (pages 3-5). All application packets have been notarized. Phone numbers and email address for Contact Person are up to date. All additional documentation as required by the application packets is attached If required, out of state criminal history checks are attached (PHS #7). Certification of publication in local newspaper has been completed (page 5). A copy of the newspaper publication is attached (page 5).	<table style="width: 100%;"> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☒ Yes ☐ No</td></tr> <tr><td>☐ Yes ☐ No ☒ N/A</td></tr> <tr><td>☒ Yes ☐ No ☐ N/A</td></tr> <tr><td>☒ Yes ☐ No ☐ N/A</td></tr> </table>	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No	☐ Yes ☐ No ☒ N/A	☒ Yes ☐ No ☐ N/A	☒ Yes ☐ No ☐ N/A
☒ Yes ☐ No										
☒ Yes ☐ No										
☒ Yes ☐ No										
☒ Yes ☐ No										
☒ Yes ☐ No										
☒ Yes ☐ No										
☐ Yes ☐ No ☒ N/A										
☒ Yes ☐ No ☐ N/A										
☒ Yes ☐ No ☐ N/A										

WARNING AND SIGNATURE

IF APPLICANT IS SHOWN AS:

Proprietorship
Partnership
Corporation
Limited Partnership
Limited Liability Partnership
Limited Liability Company

WHO MUST SIGN:

Individual Owner
Partner
Officer
General Partner
General Partner
Officer/Manager

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the Texas Department of Criminal Justice for not less than 2 nor more than 10 years."

I, UNDER PENALTY OF LAW, HEREBY SWEAR THAT I HAVE READ ALL THE INFORMATION PROVIDED IN THE APPLICATION AND ANY ATTACHMENTS AND THE INFORMATION IS TRUE AND CORRECT. I ALSO UNDERSTAND ANY FALSE STATEMENT OR REPRESENTATION IN THIS APPLICATION CAN RESULT IN MY APPLICATION BEING DENIED AND/OR CRIMINAL CHARGES FILED AGAINST ME. I ALSO AUTHORIZE THE TEXAS ALCOHOLIC BEVERAGE COMMISSION TO USE ALL LEGAL MEANS TO VERIFY THE INFORMATION PROVIDED.

PRINT
NAME

Raul H. Ugalde

SIGN
HERE

TITLE

Before me, the undersigned authority, on this 28TH day of FEBRUARY, 2020, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN
HERE

NOTARY PUBLIC

CERTIFICATE OF CITY SECRETARY (FOR MB, RM & V)

Section 11.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per Section 25.14 or Section 69.17 of the TABC Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG or BE)

SIGN
HERE

City Secretary/Clerk

City

TEXAS

SEAL

**CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT
(LB & BL)**

Chapters 29 & 70 et seq.

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- ☐ The governing body of this city has by ordinance authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The governing body of this city has by ordinance authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

SIGN

HERE

City Secretary/Clerk

City

_____, TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR MB, RM & V)

Section 11.37

I hereby certify on this 28th day of April, 2020, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.



ARTURO GUJARDO, JR.

County Clerk

HIDALGO

COUNTY

CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

Section 11.37 & 61.37

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court.

Election for given location was held for:

- ☐ legal sale of all alcoholic beverages
- ☐ legal sale of all alcoholic beverages except mixed beverages
- ☐ legal sale of all alcoholic beverages including mixed beverages
- ☐ legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- ☐ legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- ☐ legal sale of beer and wine for off-premise consumption only

AND EITHER:

- ☐ legal sale of mixed beverages

OR

- ☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders
(applicant must apply for FB with BG or BE)

SIGN

HERE

County Clerk

COUNTY

SEAL

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

Chapters 29 & 70 et seq

- I hereby certify on this 28th day of April, 2020, that one of the below are correct:
- ☒ The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- ☐ The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- ☐ The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- ☐ The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).



ARTURO GUJARDO, JR.

County Clerk

HIDALGO

COUNTY

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

Section 11.46 (b) & 61.42 (b)

This is to certify on this 1 day of May, 2020, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number 32064943551 Outlet Number 00002

Print Name of Comptroller Employee Guillermo Munguia II

Print Title of Comptroller Employee Enforcement Officer

SIGN HERE [Signature] FIELD OFFICE McAllen Field Office

SEAL

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL & V)

Section 11.39 and 61.38

Name of newspaper

The Monitor

City, County

McAllen, Hidalgo

Dates notice published in daily/weekly newspaper (MM/DD/YYYY)

5/4/20 + 5/5/20

Publisher or designee certifies attached notice was published in newspaper stated on dates shown.

Signature of publisher or designee

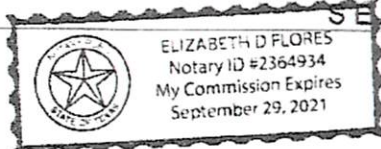
V. Araya

Sworn to and subscribed before me on this date (MM/DD/YYYY)

5/6/2020

Signature of Notary Public

[Signature]



SEAL

APPLICATION HAS BEEN MADE WITH THE TEXAS ALCOHOLIC BEVERAGE COMMISSION FOR A MIXED BEVERAGE PERMIT AND A MIXED BEVERAGE LATE HOURS PERMIT BY SR. MOSTACHO, LLC DBA SR. MOSTACHO TO BE LOCATED AT 2307 W. INTERSTATE 2, SUITE A, WESLACO, HIDALGO COUNTY, TEXAS. MANAGERS OF SAID LLC ARE RAUL H. UGALDE AND MANUEL A. VILLA.

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

PLANNING DEPARTMENT

May 22, 2020

Legal Notice

Dear Occupant:

The Weslaco Planning and Zoning Commission will hold a public hearing on Wednesday, June 3, 2020, for the Planning and Zoning Commission and on or before June 16, 2020 at 5:30 p.m. at the City Hall Legislative Chambers located at 255 South Kansas Avenue to consider the following request:

CONDITIONAL USE PERMIT REQUEST:

Sr. Mostacho, LLC, Raul H. Ugalde is requesting a Conditional Use Permit to obtain a On Premise Mixed Beverage Permit, Mixed Beverage late hours permit and Beverage cartage Permit at 2307 W Interstate 2. Suite A, also being Lot 4, Town Center Subdivision Lots 2-9, Weslaco, Hidalgo County, Texas

The public is hereby invited to attend and express their support or opposition to the request. You may also file a written notice supporting or protesting this action. For more information please call the Planning Department at (956) 447-3403.

Si desea información en español, por favor llame al departamento de Planeación de la ciudad de Weslaco, (956) 447-3403.

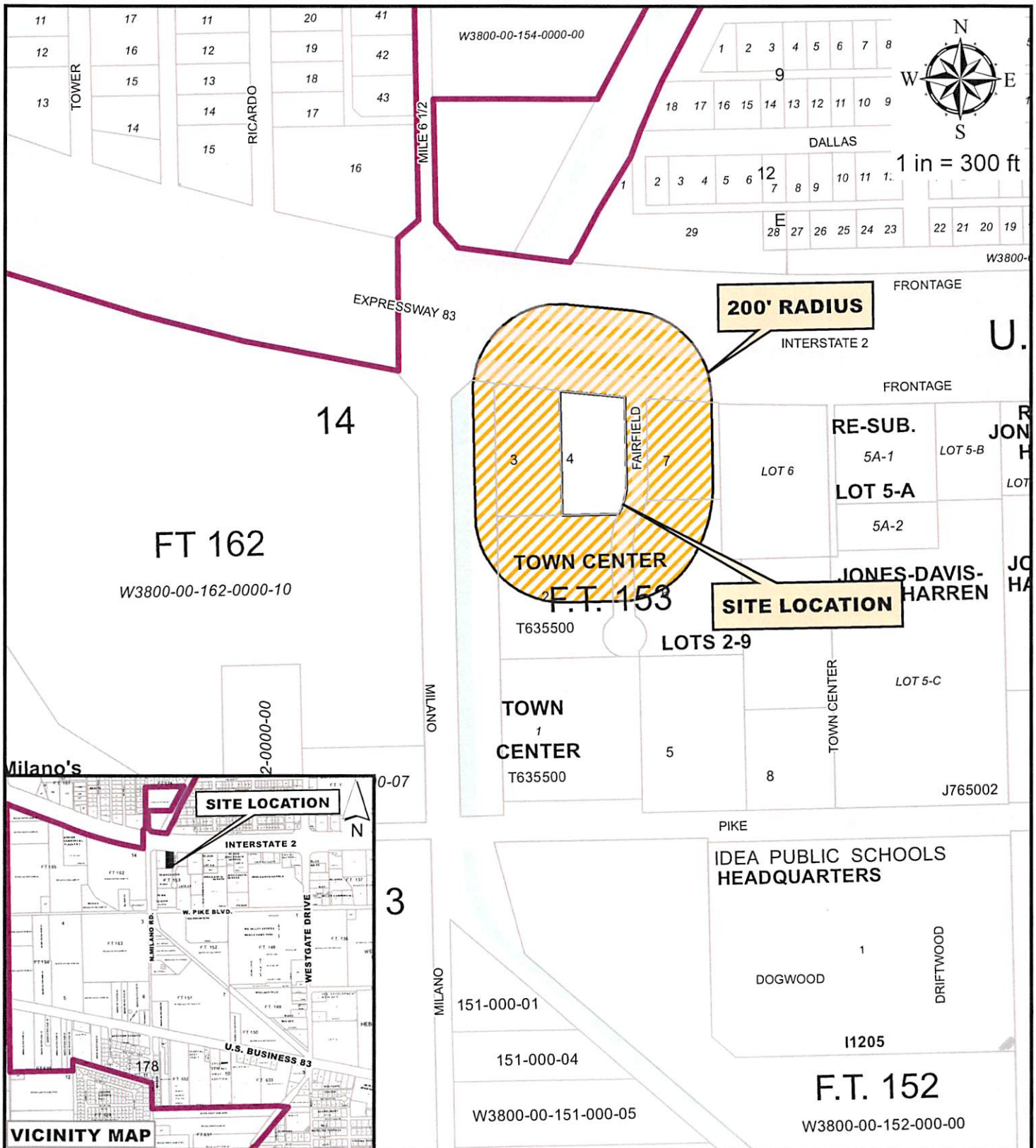
Sincerely,

Rebekah de la Fuente, CFM
Planning Director

Engineering

CITY OF WESLACO

Engineering



Raul H. Ugalde
2307 West Interstate 2, Ste. A
TOWN CENTER LOTS 2-9
LOT 15, BLOCK 179

Purpose for the Conditional Use Permit request

Existing zoning: B-2 Secondary & Highway District
Existing land use: Vacant
CUP request: Wine and Beer Retailer



MAY 21, 2020

CREATIVE HOTEL GROUP LLC 6301 S PADRE ISLAND DR CORPUS CHRISTI TX 78412-4013	T6355-00-000-0002-00 TOWN CENTER LOT 2 1005 FAIRFIELD BLVD	L: 433332 B: 1066688
JDH DEVELOPERS LTD 2300 W PIKE BLVD STE 300 WESLACO TX 78596-4128	T6355-00-000-0003-00 TOWN CENTER LOT 3 2309 EXPRWY 83	L: 606135 B: 0
MAYAN CAPITAL MARKETING LLC 610 MACO DR HARLINGEN TX 78550-8450	T6355-00-000-0004-00 TOWN CENTER LOT 4 2307 EXPRWY 83	L: 644905 B: 482262
KRISHNA VALLEY LLC 7118 CRESTA BULIVAR SAN ANTONIO TX 78256-2128	T6355-00-000-0006-00 TOWN CENTER LOT 6 1004 FAIRFIELD BLVD	L: 476718 B: 0
EGD PROPERTIES LLC 1100 TANGLEWOOD LN WESLACO TX 78596-3444	T6355-00-000-0007-00 TOWN CENTER LOT 7 2303	L: 593777 B: 540334
HIDALGO & CAMERON COUNTIES PO BOX 237 MERCEDES TX 78570-0237	W3800-00-153-0000-00 WEST TRACT 2.87AC BNG W120' FT 1 53 2.87AC NET 2300 W PIKE BLVD	L: 37505 B: 0

Conditional Use Permit

Mixed Beverage, Late Hours, Beverage Cartage

Legend

-  2307 W IH 2
-  2307 W IH 2

W Expy 83

2307 W IH 2

N Milano Rd

Google Earth

© 2020 Google

400 ft





Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3375
From:		
Subject: Discussion and consideration to extend franchise agreement for 8 months effective August 1, 2020 with Liquid Environmental Solutions and authorize the Mayor to execute any related documents. Possible action. (Staffed by Planning & Code Enforcement Department.)		
Background: On June 4, 2019 we extended the contract one year to end July 31, 2020. Due to the COVID-19 pandemic LES has requested an additional 8 month because of the majority of staff still working from home.		
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 Rebekah De La Fuente Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval		
Attachments, if any: LES Extension Letter		
Responsibilities upon Approval:		



June 3, 2020

Mr. Joe Pedraza
City of Weslaco
Operations Section Chief
255 Kansas Ave.
Weslaco, Texas 78596

Dear Mr. Pedraza

As you are aware, our exclusive franchise agreement for the collection and disposal of grease trap waste is expiring soon. We formally request an extension of our agreement due to the impact of COVID 19. We request an extension of 8 months effective August 1, 2020.

Our goal is to manage City of Weslaco's Grease Interceptor Program in order to avoid business interruption, improve sustainability and maximize value.

Weslaco has an unrivaled reputation in growing its municipal customer business through a strong commitment to environmental, socially responsible and ethical business practices. LES has consistently delivered a winning combination of superior, sustainable and innovative solutions for The City.

We look forward to working with you for years to come.

Please contact me with any questions.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Peter Crane", is written over a light blue horizontal line.

Peter Crane
Executive Vice President



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3344	
From:			
Subject: Discussion and consideration on amendment to Republic Services waste collection contract to include debris removal during a natural disaster and authorize the Mayor to execute any related documents. Possible action. (Staffed by Weslaco Office of Emergency Management.)			
Background: Republic Services waste collection contract to include debris removal during a natural disaster.			
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):			
Norma Cantu Mike Perez Antonio Lopez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval.			
Attachments, if any: Emergency Managment Debri Contract			
Responsibilities upon Approval:			

AMENDMENT TO CONTRACT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICE

This Amendment to Contract for Solid Waste Collection and Disposal Service (this “Amendment”) is entered into as of April __, 2020, between the City of Weslaco, Texas (the “City”), and BFI Waste Services of Texas, LP doing business as Republic Services of Rio Grande Valley (“Contractor”).

Recitals

A. The City and Contractor entered into the Contract for Solid Waste Collection and Disposal Service (collectively, the “Contract”), whereby Contractor agreed to provide solid waste and recycling services to the City; and

B. The City and Contractor have agreed to extend the Contract and modify certain terms as identified below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree to the following terms and conditions:

1. **Disaster Debris.**

(a) Pursuant to Section 20 of the Contract, Contractor will provide the City with collection services for additional debris resulting from a natural disaster. Upon initial request from the City, Contractor will assess the situation and determine the equipment and process needed for Disaster Debris services. Contractor will then work together with the City to create a plan and timeline for the Disaster Debris services (i.e. Grapppler Brush Truck services, Roll-off containers and hauling services, Roll-off container and City fulfilling loading).

(b) Rates will be determined and assessed at the time of need. Disposal rates for any and all services rendered will also be assessed at the time of request.

(c) Annually, the parties will conduct a review of the Disaster Debris rates to determine whether modifications are warranted. Modifications of Disaster Debris rates will be independently reviewed and assessed separate and apart from the rate modifications for Residential, Commercial and Industrial Services.

2. **Capitalized Terms.** Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Contract.

3. **Continuing Effect and Order of Precedence.** Except as expressly modified or amended by this Amendment, all terms and provisions of the Contract shall remain in full force and effect. In the case of a conflict in meaning between the Contract and this Amendment, the Amendment shall govern.

4. **Counterparts.** This Amendment may be executed in one or more counterparts,

each of which shall be deemed an original and all of which combined shall constitute one and the same instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Effective Date.

CONTRACTOR:

CITY:

BFI WASTE SERVICES OF TEXAS, LP
By Its General Partner:

CITY OF WESLACO

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Contract Agreement

This Agreement made this 29th day of January, 2019, by and between PYRO SHOWS OF TEXAS, Inc., a Texas Corporation, whose address is 6601 Nine Mile Azle Road, Fort Worth, Texas, 76135, and hereinafter referred to as **"PYRO SHOWS OF TEXAS"** and **CITY OF WESLACO** with its principle place of business located at 255 S. Kansas Ave, ~~in the State of Texas,~~ hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order #19-TX-07-04-C-13000-000037 dated this 29th day of January, 2019. The Show will be given on the 4th day of July, 2019. Rain date/postponement date: **5th day of July, 2019**.
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** ~~Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.~~
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee, and the Customer hereby submits itself to the jurisdiction of said Courts ~~and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction.~~ For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or



municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.

IX.

X. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.

XI. **ADVERTISEMENT AND PROMOTIONS:** ~~Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions.~~ Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.

XII. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.

XIII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

XIV. **PAYMENT TERMS:** City of Weslaco shall pay PYRO SHOWS \$13,000 ~~plus applicable taxes~~ according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$6,500) upon return of signed contract by February 26, 2019. Balance will be due in the PYRO SHOWS office prior to day of show.

~~XV. **TAXES:** Customer shall be responsible for all applicable sales taxes.~~

IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.

All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS OF TEXAS, INC.

BY: _____

Chad Stanley, General Manager

DATE: _____

CUSTOMER

BY: _____

Signature

Mike R. Perez

Printed Name

City Manager

Title

DATE: Jan. 31, 2019

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3325
From:		
Subject: Discussion and consideration to extend existing contract or authorize staff to solicit proposals for Depository Services and authorize the Mayor to execute any related documents. Possible action. (Staffed by Finance Department.)		
Background: The City's current contract for Depository Services expires on September 30, 2020. In order to have sufficient time to develop criteria, advertise, and evaluate all responses, we are requesting authorization to initiate the process. Our current agreement with BBVA Compass allows us to extend the agreement an additional two years, and that also remains an option. However, we would like the flexibility to evaluate all proposals and move forward with the best option.		
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):		
Norma Cantu Vidal Roman Mike Perez		Created/Initiated Approved New
City Manager Comments: Approve.		
Staff Recommendation: Staff Recommends approval.		
Attachments, if any:		
Responsibilities upon Approval:		



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3343	
From:			
Subject: Discussion and consideration on amendments and extension of June 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.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Molly Vallejo Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3357	
From:			
Subject: Discussion and consideration on Interlocal Agreement between City of Weslaco and County of Hidalgo on COVID-19 CARES Funds and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background: Interlocal Agreement between City of Weslaco and County of Hidalgo for reimbursement of COVID-19 costs.			
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		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: Memorandum - CARES Act Interlocal Cooperation Agreement 06.11.2020, City of Weslaco ICA, Exhibit B Guidelines, Exhibit C Budget Proposal and Instructions, Exhibit D Reimbursement Request and Instructions, Exhibit D Activity Report and Instructions			
Responsibilities upon Approval:			



MEMORANDUM

To: Honorable Mayors and City Managers

From: Sergio Cruz, Hidalgo County Budget Officer

Date: June 11, 2020

Re: CARES Act Interlocal Cooperation Agreement

This afternoon the Hidalgo County Commissioners Court approved the CARES Act Interlocal Cooperation Agreement (Interlocal) which will be used to distribute the CARES Act Funds allocated to your municipality. The Interlocal requires approval by the governing body of your municipality at a legally called meeting. After the Interlocal is approved by your governing body and executed by the Mayor or designated Official, please forward the original executed Interlocal and proposed budget to my attention at the following address:

Sergio Cruz, Hidalgo County Budget Officer
2818 South Business Highway 281
Edinburg, TX 78539

Also, to expedite the process, please email me a copy of the executed Interlocal to the following email address:

sergio.cruz@co.hidalgo.tx.us

Should you have any questions please do not hesitate to contact me at (956) 292-7025 ext. 5424 or via email.

STATE OF TEXAS §

COUNTY OF HIDALGO §

**CARES ACT 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 1st day of June, 2020, by and between **COUNTY OF HIDALGO, TEXAS**, 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 Interlocal Cooperation 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 Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, the County and City and their respective constituents have been affected by the COVID-19/Coronavirus public health emergency and the resulting Federal, State and Local disaster declarations and executive orders regarding the same; and

WHEREAS, the County and City, each pursuant to its statutory and constitutional authority, are responsible for the safety and well being of the citizens within their respective jurisdictions, and are desirous that the necessary services and equipment are available to respond to the public health emergency; and

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 Interlocal Cooperation Act; and

WHEREAS, on or about March 27, 2020, the Federal Government passed the Coronavirus Aid , Relief and Economic Security Act (the “CARES Act”), including the Coronavirus Relief Fund (the “CRFund”) which provides for direct payments to qualifying units of local governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the County met the population threshold and received a direct distribution of the CRFund to be used for expenditures that were directly related to and incurred as a result of the COVID-19 public health emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) issued April 22, 2020, (which is attached hereto and incorporated by reference herein as **Exhibit “A”**), the CRFund allows a recipient to transfer funds to another unit of government provided that the transfer qualifies as **a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act as outlined in the Guidance**; and

WHEREAS, the County desires to designate a portion of the funds received to reimburse City for expenses incurred as a result of the COVID-19 public health emergency in compliance with the terms and criteria of the CRFund and as more fully described below; and

WHEREAS, amounts paid from the CRFund are subject to restrictions outlined in the Guidance and as set forth in section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act; and

WHEREAS, the CRFund further requires that all recipients and sub-recipient(s) comply with certain terms and conditions more particularly described below and in the Guidance attached as **Exhibit “A”** as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, County and City desire to enter into this agreement for a public purpose and for the benefit of the residents of County and City and to further detail each party’s duties and responsibilities; and

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

SECTION I RULES AND REGULATIONS

1.1 The City agrees to abide by the Guidance provided under the CARES Act, Coronavirus Relief Fund, and as more particularly described in section 601(d) of the Social Security Act and any further guidance issued by the United States Department of Treasury. **See Exhibit “A”**

SECTION II DEBARMENT/SUSPENSION CERTIFICATION

2.1 City certifies that City and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://sam.gov>.

SECTION III TERMS AND CONDITIONS AND PROPOSED BUDGET

3.1 City represents that it has read and understood the terms and conditions of the CRFund attached hereto as **Exhibit “A”** and as a condition of participating in the CRFund City agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and City further warrants and represents to the County that the funds it has incurred and expended meet the criteria allowed under the CRFund as outlined below:

The CARES Act provides that payments from the CRFund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred and expended during the period that begins on March 1, 2020, and ends on December 30, 2020.

For purposes of the CARES Act Funds, **incurred** means the unit of local government (sub-recipient) has expended the funds to cover the costs of an eligible expense. Examples of eligible expenses and prohibited costs may be found in the Guidance provided in the attached **Exhibit “A”** and in the additional CRF FAQ’s and guidance provided by the U.S. Department of Treasury (dated April 22, 2020, May 4, 2020 and May 28, 2020) which are attached hereto and incorporated by reference herein as **Exhibit “B” (to include Hidalgo County’s General Guidelines and any future updated guidance from the U.S. Treasury)**.

3.2 County has designated funds in the amount of \$4,745,706 (four million, seven hundred forty-five thousand, seven hundred six dollars) to be allocated to City on a \$114 per capita basis¹. These designated funds will be provided to City on a reimbursement basis only. To that end, City shall provide County with a proposed budget (**Budget**) of incurred and proposed expenses within the designated allocation to be made part of this Agreement. (**See Budget form with instructions attached hereto as Exhibit “C”**). The **Budget** is intended to demonstrate how City plans to expend the designated funds. Failure to expend designated funds by August 31, 2020, may result in re-programming and/or reallocation of CRFunds by County.

3.3 In consideration of the City’s representation that it has complied with the terms of the CRFund and further agrees to comply with the terms of this sub-recipient Agreement, County agrees it will reimburse to City only those amounts which meet the identified criteria after review and auditing by either County and/or the U.S. Department of Treasury. This does not mean County will reimburse City for each and every proposed expenditure submitted, but rather those that meet the criteria identified in the Guidance. **See Exhibits “A” and “B”**

3.4 City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from their proposed Budget and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted for approval to Mr. Sergio Cruz, Hidalgo County Budget Officer.

3.5 County will not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred or performances rendered that are not in compliance with this Agreement. City further represents and understands that amounts reimbursed to City will be released contingent upon submission of eligible expenses incurred on or after March 1, 2020, which meet the criteria and Guidance provided by the U.S. Treasury and County. **See Exhibits “A” and “B”**

¹ Per capita basis to be based on the 2019 census population totals used by the U.S. Department of Treasury to determine eligibility by state and county.

3.6 Upon request, City agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as required for reimbursement under this Agreement.

3.7 Additional funds will be held in reserve for City in the amount of an additional \$18 per capita. Upon demonstration of additional need or change in circumstance related to the COVID-19 public health emergency, the County will review all requests for Budget increases on or before August 31, 2020.

3.8 Upon execution of the Agreement by all parties and the submission of the City's proposed Budget, County will disburse twenty-percent (20%) of CRFunds designated for the City as noted in §3.2 to reimburse City for necessary expenses incurred related to the COVID-19 public health emergency.

SECTION IV RECORDS AND REPORTS

4.1 City agrees to establish and maintain all necessary records and reports that may be required for reimbursement of CRFunds from County. City understands that it is solely the City's responsibility to keep all records and reports pertaining to CRFund activity within their municipality in a manner acceptable to the U.S. Department of Treasury.

4.2 Per the CARES Act Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

4.3 Pursuant to 2 CFR §200.333, City, as a sub-recipient of federal funds, must retain records and any supporting documentation for a minimum of three (3) years from the later of the completion of the CRFund's public objective, submission of the final expenditure report, any litigation, dispute or audit.

4.4 Records related to real property and equipment acquired with CRFunds shall be retained for three (3) years after final disposition.

4.5 County may direct City to retain documents for a longer period of time or to transfer certain records to County or federal custody when it is determined that the records possess a long term retention value.

4.6 Failure to maintain records and reports as required will result in delay or forfeiture of reimbursement of the City's designated CRFunds. In the event the U.S. Department of Treasury disallows expenditures submitted by City for reimbursement due to City's failure to submit the necessary records, City understands that any monies reimbursed by County shall then be repaid to County by City in accordance with §10.1.

SECTION V MONITORING VISITS

5.1 City shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property belonging to or in use by City pertaining to this Agreement as it pertains to the use of federal funds.

SECTION VI PAYMENT REQUESTS

6.1 Requests for reimbursement shall be submitted on the prescribed **Cost Reimbursement Request Form** (See attached **Exhibit “D”**) with supporting records and documentation necessary for submission to the U.S. Department of Treasury. Examples of supporting documentation can be found in the County’s General Guidelines attached as **Exhibit “B”**. Requests for reimbursement with supporting documentation shall be submitted to **COVID-19@auditor.co.hidalgo.tx.us**.

6.2 City shall further provide County with a final Cost Reimbursement Request Form, and all documentation required no later than 30 days after the period of performance of this Agreement, September 30, 2020.

SECTION VII AUDIT REQUIREMENTS

7.1 City agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521 which are incorporated by reference herein.

SECTION VIII SUSPENSION AND TERMINATION

8.1 City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of the Agreement or the prescribed terms and conditions as provided in the attached **Exhibits “A”, “B”, “C” and “D”**.

8.2 If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. City will be given ten (10) business days to cure any non-performance. Failure to cure such non-performance will constitute a breach of this Agreement and may be the basis for immediate termination of the Agreement. **Should a breach by the City of this Agreement relate to a violation of federal law or regulation that results in The United States Department of Treasury, General Accounting Office or other applicable overseeing Federal agency demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City. County may take any and all appropriate action including injunctive relief against City to prevent the continued failure of City to comply with the CRFund requirements and/or failure to reimburse the County for funds disallowed by the U.S. Department of Treasury. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

8.3 In addition to the termination provisions stated above, either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt City’s obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

SECTION IX ASSETS

9.1 City shall not purchase any asset unless so permitted by the Guidance and to the extent the purchase of the asset is consistent with the limitation on the eligible use of funds provided by section 601(d) of the Social Security Act.

9.2 Procurement of any assets meeting the requirements of the CRFund shall be done in the form and manner as required by both State and Federal law, as noted in Section XIII below.

9.3 City as a Sub-Recipient of the CRFund shall maintain property records, perform a physical inventory, reconcile results of the physical inventory to property records, safeguard the property, maintain the property, and use proper disposition procedures to ensure the highest possible return. City shall be responsible for the care, maintenance, repair, custody, control, disposition and use of any asset purchased with CRFunds.

9.4 The disposition of any asset improved or acquired in part or in whole with CRFunds by the City during the covered award period or just prior to the expiration of that term, December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the CRFund provided by section 601 (d) of the Social Security Act.

SECTION X LIABILITY FOR DISALLOWED COSTS

10.1 The City understands and agrees that as a sub-recipient under this Agreement it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City CRFunds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal award.

SECTION XI INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

11.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

11.2 City shall acquire, maintain and furnish to County a Certificate of Insurance (or proof of self insurance) as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services provided under this Agreement with limits of not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement is to meet City's obligations hereunder. Each party is responsible for their own costs of insurance, including any and all deductible amounts.

SECTION XII DISPUTE RESOLUTION

12.1 The Parties' representatives will meet as needed to implement the terms of the Agreement and will make a good faith effort to informally resolve any disputes. Notwithstanding any other provision of this Agreement to the contrary, unless otherwise requested or approved in writing by County, the City shall continue performance and will not be excused from performance during the period any breach of the Agreement claim or dispute is pending.

12.2 The laws of the State of Texas shall govern this agreement and all disputes arising out of or relating to this Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement shall be commenced exclusively in the Hidalgo County District Court or the United States District Court, Southern District of Texas – McAllen Division.

12.3 City, as the sub-recipient of the CRFunds, hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purposes of prosecuting and/or defending such litigation. City further waives and agrees not to assert by way of a motion, as a defense, or otherwise, in any suit, action or proceedings, any claim that the City is not personally subject to the jurisdiction of the above referenced courts; the suit, action or proceeding is brought in an inconvenient forum; and/or venue is improper.

12.4 The Parties agree to mandatory participation in mediation as an Alternative Dispute Resolution process, before any action, suit, litigation or other proceeding arising out of or in any way relating to this Agreement may be commenced.

SECTION XIII PROCUREMENT

13.1 City agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the CRFund and/or this Agreement. **City, as a non-federal entity, is advised that procurements made with federal funds are subject to the provisions of 2 CFR §§200.317 – 200.326, and resulting contracts must contain applicable provisions described in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Applicable federal law, including but not limited to the procurement provisions of 2 CFR 200 applicable to entities receiving federal funds must be followed and are incorporated by reference herein.**

SECTION XIV CONFLICT OF INTEREST

14.1 City covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the CRFund. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

14.2 City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or

association that is hired to carry out any of the activities for which City is now seeking reimbursement from the CRFund.

14.3 City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XV MISCELLANEOUS PROVISIONS

15.1 **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 latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

15.2 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

15.3 **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 representations or agreements 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.

15.4 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2 nd Floor Edinburg, TX 78539 (956)318-2600
With copy to:	Mr. Sergio Cruz Hidalgo County Budget Officer 2818 S. Bus. Hwy 281 Edinburg, Texas 78539 (956)292-7025 -And-

Ms. Maria Arcilia Duran, CPA
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to City: City of Weslaco

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.

15.6 **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.

15.7 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15.8 **Assignment.** This Agreement shall not be assignable by City.

15.9 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

15.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

15.11 **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, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. City shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

15.12 **Governmental Purpose.** To the extent applicable, 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.

15.13 **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 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

15.14 **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.

15.15 **Immunity.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and City's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or City has by operation of law.

15.16 **Authority to Execute.** The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

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

THE CITY OF WESLACO, TEXAS

David Suarez, Mayor

ATTEST

_____, City Secretary

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on:_____

APPROVED AS TO FORM FOR COUNTY:

Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By:_____
Josephine Ramirez-Solis, Assistant District Attorney

TABLE OF EXHIBITS

EXHIBIT – A	Coronavirus Relief Fund Guidance issued by the United States Department of Treasury for State, Territorial, Local and Tribal Governments on April 22, 2020 – to include any future updated guidance
EXHIBIT – B	Coronavirus Relief Fund FAQ’s issued on April 22, 2020, May 4, 2020, and updated on May 28, 2020, and Hidalgo County Coronavirus Relief Fund General Guidelines– to include any future updated guidance
EXHIBIT – C	Proposed Budget Form with Instructions
EXHIBIT- D	Cost Reimbursement Form with Instructions -to include Individual Activity Report with Instructions which may be used for payroll submissions

EXHIBIT “A”

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

EXHIBIT “B”

**Coronavirus Relief Fund
Frequently Asked Questions
April 22, 2020**

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Inspector General of the Department of the Treasury of amounts received from the Coronavirus Relief Fund (the “Fund”) that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May governments retain assets purchased with these funds?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contract tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government’s general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury’s Coronavirus Relief Fund (“Fund”) Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, (“Guidance”).¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the “substantially dedicated” condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a “substantially different use” for purposes of the Fund eligibility?

Costs incurred for a “substantially different use” include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty’s ordinary responsibilities.

Note that a public function does not become a “substantially different use” merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a “payroll support program” for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of “hazard pay”?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include “[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers’ employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients’ total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

EXHIBIT “C”

EXHIBIT “D”

HIDALGO COUNTY Coronavirus Relief Fund

General Guidelines

- Funds may only be used to cover expenses that:
- 1. Are necessary and eligible expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - 2. Were not accounted for in the budget most recently approved as of March 27, 2020;
 - 3. Have not been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature); and
 - 4. Were incurred during the period that begins on March 1, 2020, and ends on August 31, 2020.

The table below includes examples of eligible and ineligible expenditures based on the Guidance dated April 22, 2020 and the Frequently Asked Questions updated through May 28, 2020 issued by the U.S. Dept. of the Treasury. The information provided is subject to change based on additional guidance that may be issued by the U.S. Dept. of the Treasury.

COST CATEGORIES AND SUB-CATEGORIES		ELIGIBLE EXPENDITURES	INELIGIBLE EXPENDITURES	EXAMPLES OF ELIGIBLE EXPENDITURES	EXAMPLES OF SUPPORTING DOCUMENTATION
Category 1 - Medical expenses					
Public medical facilities		COVID-19-related expenses of public hospitals, clinics, and similar facilities			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Establishing medical facilities		Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Testing		Costs of providing COVID-19 testing, including serological testing		COVID-19 testing	copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Emergency medical response		Emergency medical response expenses, including emergency medical transportation, related to COVID-19			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Public telemedicine capabilities		Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.

HIDALGO COUNTY Coronavirus Relief Fund
General Guidelines

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COST CATEGORIES AND SUB-CATEGORIES		ELIGIBLE EXPENDITURES	INELIGIBLE EXPENDITURES	EXAMPLES OF ELIGIBLE EXPENDITURES	EXAMPLES OF SUPPORTING DOCUMENTATION
Category 2 - Public health expenses					
Communication and enforcement		Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19		advertising and marketing materials; interpretation/translation services	copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Medical supply acquisition and distribution		Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health and safety workers in connection with the COVID-19 public health emergency		isolation gowns, masks, face shields, safety glasses and gloves, thermometers, disinfecting wipes, sanitizer, respirators	copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Disinfection of public areas		Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency		disinfection supplies and/or services; air filters	copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Technical assistance		Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Public safety measures		Expenses for public safety measures undertaken in response to COVID-19		temporary signage, barriers, shields, tents, etc. (including labor) that encourage or provide social distancing	copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Quarantining		Expenses for quarantining individuals			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.

HIDALGO COUNTY Coronavirus Relief Fund
General Guidelines

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 - 3. Have not been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature); and
 - 4. Were incurred during the period that begins on March 1, 2020, and ends on August 31, 2020.

The table below includes examples of eligible and ineligible expenditures based on the Guidance dated April 22, 2020 and the Frequently Asked Questions updated through May 28, 2020 issued by the U.S. Dept. of the Treasury. The information provided is subject to change based on additional guidance that may be issued by the U.S. Dept. of the Treasury.

COST CATEGORIES AND SUB-CATEGORIES		ELIGIBLE EXPENDITURES	INELIGIBLE EXPENDITURES	EXAMPLES OF ELIGIBLE EXPENDITURES	EXAMPLES OF SUPPORTING DOCUMENTATION
Category 3 - Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency					
COVID-19 dedicated payroll expenses		Payroll expenses for the following categories of employees (including temporary) whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency: 1. public safety, public health, health care, human services, and similar 2. public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions	1. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency 2. Workforce bonuses other than hazard pay or overtime 3. Severance pay	straight time for employees who have been reassigned to COVID-19 work (e.g., employee time dedicated to fielding and answering COVID-19 calls rather than handling their normal work); hazard pay or overtime related to COVID-19	Documentation required with first payment request for this category: payroll policy that documents payment frequency (weekly, bi-weekly, monthly); overtime hours (after 40, 76, or 80 hours physically worked); fringe benefit rates (e.g., retirement, unemployment, workers' comp, etc.) Documentation required with each payment request for this category: payroll register/expense report that includes the type of pay (e.g., straight time, overtime, hazard pay, annual leave, etc.) and/or check stubs; timesheets; and activity reports

HIDALGO COUNTY Coronavirus Relief Fund

General Guidelines

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The table below includes examples of eligible and ineligible expenditures based on the Guidance dated April 22, 2020 and the Frequently Asked Questions updated through May 28, 2020 issued by the U.S. Dept. of the Treasury. The information provided is subject to change based on additional guidance that may be issued by the U.S. Dept. of the Treasury.

COST CATEGORIES AND SUB-CATEGORIES		ELIGIBLE EXPENDITURES	INELIGIBLE EXPENDITURES	EXAMPLES OF ELIGIBLE EXPENDITURES	EXAMPLES OF SUPPORTING DOCUMENTATION
Category 4 - Expenses of actions to facilitate compliance with COVID-19 related public health measures					
Food delivery		Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions		food distribution to those who test positive for COVID-19, high risk individuals such as those over 65, or other populations based on direction or guidance of appropriate public health officials	copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc. and acknowledgement that food delivery was to residents and not employees
Distance learning		Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Telework capability improvement		Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Providing paid sick and medical leave		Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions			Documentation required with first payment request for this category: payroll policy that documents payment frequency (weekly, bi-weekly, monthly); fringe benefit rates (e.g., retirement, unemployment, workers' comp, etc.) Documentation required with each payment request for this category: payroll register/expense report that includes the type of pay (e.g., straight time, overtime, hazard pay, annual leave, etc.) and/or check stubs; and timesheets
Maintaining prisons and jails		COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.
Care of homeless populations		Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions			copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.

HIDALGO COUNTY Coronavirus Relief Fund

General Guidelines

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 4. Were incurred during the period that begins on March 1, 2020, and ends on August 31, 2020.

The table below includes examples of eligible and ineligible expenditures based on the Guidance dated April 22, 2020 and the Frequently Asked Questions updated through May 28, 2020 issued by the U.S. Dept. of the Treasury. The information provided is subject to change based on additional guidance that may be issued by the U.S. Dept. of the Treasury.

COST CATEGORIES AND SUB-CATEGORIES	ELIGIBLE EXPENDITURES	INELIGIBLE EXPENDITURES	EXAMPLES OF ELIGIBLE EXPENDITURES	EXAMPLES OF SUPPORTING DOCUMENTATION
Category 5 - Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency				
Grants to small businesses	Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures			Documentation required with first payment request for this category: Approved guidelines/criteria for grant eligibility; board minutes documenting approval of the guidelines/criteria Documentation required upon request from County: copies of cancelled checks
Governmental payroll support program	Expenditures related to a State, territorial, local, or Tribal government payroll support program			Documentation required with first payment request for this category: Approved guidelines/criteria for grant eligibility; board minutes documenting approval of the guidelines/criteria Documentation required upon request from County: copies of cancelled checks
Unemployment insurance costs	Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise			Documentation required with first payment request for this category: Approved guidelines/criteria for grant eligibility; board minutes documenting approval of the guidelines/criteria Documentation required upon request from County: copies of cancelled checks

HIDALGO COUNTY Coronavirus Relief Fund

General Guidelines

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 - 3. Have not been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature); and
 - 4. Were incurred during the period that begins on March 1, 2020, and ends on August 31, 2020.

The table below includes examples of eligible and ineligible expenditures based on the Guidance dated April 22, 2020 and the Frequently Asked Questions updated through May 28, 2020 issued by the U.S. Dept. of the Treasury. The information provided is subject to change based on additional guidance that may be issued by the U.S. Dept. of the Treasury.

COST CATEGORIES AND SUB-CATEGORIES	ELIGIBLE EXPENDITURES	INELIGIBLE EXPENDITURES	EXAMPLES OF ELIGIBLE EXPENDITURES	EXAMPLES OF SUPPORTING DOCUMENTATION
Category 6 - Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Coronavirus Relief Fund's eligibility criteria				
Other COVID-19 related expenses			software and hardware to enable continuity of government; expenses associated with operating a recovery coordination office (e.g., food)	copies of cancelled checks, invoices, purchase orders, quotes, bids, contracts, sam.gov verification, etc.



HIDALGO COUNTY Coronavirus Relief Fund

Proposed Budget

SECTION 1	CITY CONTACT INFORMATION		
	1. City Name:	2. Contact Name:	3. Contact Title:
	4. Mailing Address: (Street, city, state and ZIP code)		5. Contact Phone:
		ext.	

SECTION 2	BUDGET PROPOSAL		
	6. Justification by Cost Category	7. Incurred Expenses	8. Proposed Expenses
	Category 1 - Medical expenses		
	Category 2 - Public health expenses		
	Category 3 - Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency		
	Category 4 - Expenses of actions to facilitate compliance with COVID-19 related public health measures		
	Category 5 - Expenses associated with the provision of economic support in connection with the COVID-19 public health		
	Category 6 - Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the		
SUBTOTALS		\$ 0.00	\$ 0.00
TOTAL AWARD			\$ 0.00

SECTION 3	CERTIFICATION	
	By signing below, I hereby certify that I understand and agree that the CARES Act Funds may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020; and (3) were incurred during the period that begins on March 1, 2020, and ends on August 31, 2020. I also understand and agree that my municipality will be required to provide supporting documentation reflecting the expenditure of grant funds.	
	9. Name:	10. Title:
	11. Signature:	12. Date:

HIDALGO COUNTY Coronavirus Relief Fund

Instructions For Proposed Budget

GENERAL INSTRUCTIONS

Please complete all sections of the Proposed Budget and submit along with the Interlocal Cooperation Agreement.

Section 1: City Contact Information

1. **City Name:** Enter the name of the municipality.
2. **Contact Name:** Enter the name of the person we should contact for questions related to the proposed budget.
3. **Contact Title:** Enter the title of the contact person.
4. **Mailing Address:** Enter the mailing address of the municipality.
5. **Contact Phone:** Enter the Contact's phone number (and ext., if applicable.)

Section 2: Budget Proposal

6. **Justification by Cost Category:** Enter the justification for and/or description of incurred or proposed expenses for each category of expense for which the municipality intends to seek reimbursement.
7. **Incurred Expenses:** Enter the amount of expenses already incurred (paid) by the municipality by category of expense.
8. **Proposed Expenses:** Enter the amount of proposed expenses by category of expense.

Section 4: Certification

9. **Name:** Enter or print the name of the authorized representative signing this form.
10. **Title:** Enter the title of the authorized representative signing the form.
11. **Signature:** Original signature of the authorized representative is required.
12. **Date:** Enter or print the date the form was signed.



HIDALGO COUNTY AUDITOR'S OFFICE

Coronavirus Relief Fund

Reimbursement Request Form

All parts of this form must be completed by the City. Incomplete forms will be returned. The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1	CITY CONTACT INFORMATION		
	1. City Name:	2. Contact Name:	3. Contact Title:
	4. Mailing Address: (Street, city, state and ZIP code)	5. Contact Phone: ext.	

SECTION 2	CORONAVIRUS RELIEF FUND EXPENDITURE INFORMATION			
	6. Report Period:	Begin Date	End Date	7. Payment Request No.: -
	8. Expense Category (check one)	9. Amount Paid:	10. Description of Expense(s):	
	☐ Category 1 Medical expenses			
	☐ Category 2 Public health expenses			
	☐ Category 3 Payroll expenses for employees whose services are substantially dedicated to mitigating or responding to the COVID-19 emergency			
	☐ Category 4 Expenses to facilitate compliance with COVID-19 related public health measures			
	☐ Category 5 Expenses for economic support in connection with the COVID-19 public health emergency			
	☐ Category 6 Other COVID-19-related expenses reasonably necessary to the function of government			
	TOTAL	\$ 0.00		



HIDALGO COUNTY AUDITOR'S OFFICE

Coronavirus Relief Fund

Reimbursement Request Form

All parts of this form must be completed by the City. ***Incomplete forms will be returned.*** The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 3		ASSURANCES			
	11. Were the expenditures reported above necessary expenditures incurred due to the public health emergency with respect to COVID-19?	Yes	☐	No	☐
	12. Were the expenditures reported above not accounted for in the budget most recently approved as of March 27, 2020 for your City?	Yes	☐	No	☐
	13. Were the expenditures reported above incurred (paid) during the period that begins on March 1, 2020 and ends on August 31, 2020?	Yes	☐	No	☐
	14. Has any part of the expenditures reported above been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature)?	Yes	☐	No	☐

SECTION 4		CERTIFICATION		
	The undersigned hereby certifies under penalties of perjury that this request for reimbursement from the Coronavirus Relief Fund is true, complete, and accurate and the expenditures reported are in compliance with all conditions of section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.			
	15. Name:		16. Title:	
	17. Signature:		18. Date:	

SECTION 5		SUBMISSION INFORMATION		FOR COUNTY USE ONLY	
	Submit completed form and supporting documentation via:			19. Reviewed by:	
	email: COVID-19@auditor.co.hidalgo.tx.us			(Signature)	
	mail: Hidalgo County Auditor's Office			20. Name:	
	Hidalgo County Administration Building			21. Date:	
	2808 South Business Highway 281				
	Edinburg, Texas 78539-6243				

HIDALGO COUNTY AUDITOR'S OFFICE

Instructions For Coronavirus Relief Fund Reimbursement Request Form

GENERAL INSTRUCTIONS

Please complete all sections of the Reimbursement Request Form and forward the completed form along with supporting documentation via:

email: COVID-19@auditor.co.hidalgo.tx.us
mail: HIDALGO COUNTY AUDITOR
ATTN: ACCOUNTS PAYABLE DIVISION
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243

Please note that the review process takes anywhere from 10 to 30 days to complete. All payments will be paid via check.

Section 1: City Contact Information

1. **City Name:** Enter the name of the municipality.
2. **Contact Name:** Enter the name of the person we should contact for questions related to the reimbursement request and/or supporting documentation.
3. **Contact Title:** Enter the title of the contact person.
4. **Mailing Address:** Enter the mailing address where reimbursement checks should be mailed.
5. **Contact Phone:** Enter the Contact's phone number (and ext., if applicable.)

Section 2: Coronavirus Relief Fund Expenditure Information

6. **Report Period:** Enter the beginning and ending dates of the period covered by reimbursement request.
The Begin Date should not predate March 1, 2020 and the End Date should not postdate August 31, 2020.
7. **Payment Request No.:** Requests for reimbursement can be made by completing multiple request forms. Each request should be sequentially numbered using the first 3 letters of the municipality and the number of the request. For example, the City of McAllen would number its first payment request form as MCA-1, the second payment request form as MCA-2, and so on.
For ease of review and to expedite payments, it is preferred that each request be limited to one category of expense.
8. **Expense Category:** Indicate the type of expenditures for which reimbursement is being requested by checking the appropriate category of expense.
9. **Amount Paid:** Enter the dollar amount of expenditures being requested for reimbursement. Documentation that is required to be submitted to support this amount includes, but is not limited to: cancelled checks; invoices; payroll records; personnel policies; purchasing policies; bid documents or cooperative purchasing agreements for payments exceeding \$50,000; eligibility criteria and documents demonstrating that recipient was eligible for payments made to businesses, etc.
10. **Description of Expense(s):** Enter a narrative description of the type of expenses included for the category. If additional space is needed a separate letter can be submitted. If a separate letter is submitted, please make reference to the separate letter on this item (e.g., See attached Letter).

Section 3: Assurances

11. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred due to the public health emergency with respect to COVID-19.
12. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were not accounted for in the budget most recently approved as of March 27, 2020 by your municipality.
13. Indicate by checking either the **Yes** or **No** box whether the expenditures reported in Section 2 were incurred (paid) during the period that begins March 1, 2020 and ends on August 31, 2020.
14. Indicate by checking either the **Yes** or **No** box whether any part of the expenditures reported in Section 2 has been reimbursed by insurance, legal settlement, or any other emergency COVID-19 supplemental funding (whether federal, state, or private in nature).

Section 4: Certification

15. **Name:** Enter the name of the authorized representative signing this form.
16. **Title:** Enter the title of the authorized representative signing the form.
17. **Signature:** Original signature of the authorized representative is required.
18. **Date:** Enter or print the date the form was signed.

Section 5: For County Use Only

19. **Reviewed by:** Original signature of the employee responsible for reviewing the form and supporting documentation.
20. **Name:** Print the name of the reviewer.
21. **Date:** Print the date the review was completed.



HIDALGO COUNTY AUDITOR'S OFFICE

Coronavirus Relief Fund

Individual Activity Report

All parts of this form must be completed by the City. Incomplete forms will be returned. The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 1	EMPLOYEE INFORMATION			
	1. Employee Name:		2. Employee Title:	
	3. Employee ID Number:		4. Department Name:	

SECTION 2	PAYROLL INFORMATION			
	5. Pay Period:		6. Hourly Rate	7. Overtime Rate
	Start Date	End Date		
				\$ 0.0000

SECTION 3	ACTIVITY INFORMATION			
	8. Date	9. Description of Assignment	10. Straight Time Hours	11. Overtime Hours
	TOTAL			0.00



HIDALGO COUNTY AUDITOR'S OFFICE

Coronavirus Relief Fund

Individual Activity Report

All parts of this form must be completed by the City. **Incomplete forms will be returned.** The information must be legible. Please refer to the instructions page for proper completion of this form.

SECTION 4			COMPENSATION	
12. Total Straight Time Hours Worked During Pay Period:				0.00
13. Total Straight Time Compensation:				\$ 0.00
14. Total Overtime Hours Worked During Pay Period:				0.00
15. Total Overtime Compensation:				\$ 0.00
16. Total Compensation:				\$ 0.00
17. FICA Rate:		0.0000%		\$ 0.00
18. Retirement Rate:		0.0000%		\$ 0.00
19. Unemployment Compensation Rate:		0.0000%		\$ 0.00
20. Worker's Compensation Rate:		0.0000%		\$ 0.00
21. Total Reimbursable Costs:				\$ 0.00

SECTION 5		CERTIFICATION	
		The undersigned hereby certifies under penalties of perjury that this activity report is true, complete, and accurate and the hours reported allowable pursuant to section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties.	
22. Name of Employee		23. Signature of Employee	
24. Name of Supervisor		25. Signature of Supervisor	
26. Name of Department Head		27. Signature of Department Head	

HIDALGO COUNTY AUDITOR'S OFFICE

Instructions For Coronavirus Relief Fund Individual Activity Report

GENERAL INSTRUCTIONS

Please complete all sections of the Individual Activity Report and submit along with payroll register and timesheets when submitting a Reimbursement Request Form for Category 3 expenditures.

Section 1: Employee Information

1. **Employee Name:** Enter the name of the employee.
2. **Employee Title:** Enter the title of the employee.
3. **Employee ID Number:** Enter the employee ID number of the employee.
4. **Department Name:** Enter the name of the department the employee works in.

Section 2: Payroll Information

5. **Pay Period:** Enter the beginning and ending dates of the payroll pay period. The dates should coincide with the related payroll register and timesheets.
6. **Hourly Rate:** Enter the employee's hourly rate for the pay period.
7. **Overtime Rate:** The overtime rate will be automatically computed based on 1.5 times the hourly rate.

Section 3: Activity Information

8. **Date:** Enter a date within the pay period in which the employee performed work directly related to the COVID-19 public health emergency.
9. **Description of Assignment:** Enter a description of the work performed that was directly related to the COVID-19 public health emergency.
10. **Straight Time Hours:** Enter the amount of straight time hours worked during the day that were directly related to the COVID-19 public health emergency.
11. **Overtime Hours:** Enter the amount of overtime hours worked during the day that were directly related to the COVID-19 public health emergency.

Section 4: Compensation

12. **Total Straight Time Hours Worked During Pay Period:** Total hours will be automatically populated based on the activity entered in Section 3.
13. **Total Straight Time Compensation:** Total straight time compensation will be automatically computed based on the hourly rate entered in Section 2 and the straight time hours entered in Section 3.
14. **Total Overtime Hours Worked During Pay Period:** Total hours will be automatically populated based on the activity entered in Section 3.
15. **Date:** Enter or print the date the form was signed.
16. **Total Overtime Compensation:** Total overtime compensation will be automatically computed based on the overtime rate entered in Section 2 and the overtime hours entered in Section 3.
17. **FICA Rate:** Enter the Social Security and Medicare (FICA) tax rate applied to the employee's earnings.
18. **Retirement Rate:** Enter the retirement rate applied to the employee's earnings.
19. **Unemployment Compensation Rate:** Enter the unemployment compensation rate applied to the employee's earnings.
20. **Worker's Compensation Rate:** Enter the worker's compensation rate applied to the employee's earnings.
21. **Total Reimbursable Costs:** Total reimbursable costs will be automatically computed based on the activity entered in Section 3, pay rates entered in Section 2, and fringe benefit rates entered in Section 4.

Section 5: Certification

22. **Name of Employee:** Enter the name of the employee.
23. **Signature of Employee:** Original signature of the employee.
24. **Name of Supervisor:** Enter the name of the employee's supervisor.
25. **Signature of Supervisor:** Original signature of the employee's supervisor.
26. **Name of Department Head:** Enter the name of the department head.
25. **Signature of Department Head:** Original signature of the department head.



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3421	
From:			
Subject: Discussion and consideration on submittal of reimbursement to County of Hidalgo for CARES Act for COVID-19 response and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background: This will be submittal of daily burn rates and any other expenditures accrued during COVID-19 response.			
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):			
Norma Cantu Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any: COVID ITEMS, COVID BUDGET			
Responsibilities upon Approval:			

DEPT #	DEPT.	DESCRIPTION	QUANTITY	PRICE	COST	ANNUAL REOCCURRING COST
5202	POLICE	COVID SPECIAL OPS VEHICLE/RESPONSE UNIT FOR PUBLIC MANAGEMENT/CONTROL	1	59,027	59,027.00	
		BIG TEX TANDEM AXEL TRAILER TO CARRY BARRICADES, CONES AND STOP SIGNS	1	5,200	5,200.00	
		4X4 UNMARKED PICKUP CREW CAB - TRANSPORT / STORE PPE AND EQUIPMENT	1	49,914	49,914.00	
		UNMARKED SUV W/ EMERGENCY LIGHTING AND UNIVERSAL STORAGE UNIT BOX	1	52,458	52,458.00	
		4X4 PICKUP CREW CAB W/PARTITION FOR SUSPECTED COVID PRISONERS	1	63,721	63,721.00	
		TRANSIT PASSENGER VAN XL FOR TRANSPORT OF PRISONERS/PATIENTS	1	68,980	68,980.00	
		TACMED Emergency stations wall mounted supplied with medical equipment first aid and PPE	2	660	1,320.00	
		55in Samsung Smart TV	3	499	1,497.00	
		Portable Radios, licenses and programming	6	2,763	16,579.98	
		Power Phone to provide dispatch quod questions	1	70,000	70,000.00	6,435.00
		Mass Notification System to keep public informed of health information.	1	15,904	15,904.00	14,726.00
		Surface Pro: CHIEF / ASSISTANT CHIEF	2	1,500	3,000.00	
					\$ 407,600.98	
5410	LIBRARY	WIRELESS OUTDOOR ACCESS POINT	1	1,800	1,800.00	
		CURBSIDE IP CAMERA (SECURITY OUTDOOR WIRELESS CAMERA)	1	700	700.00	
		GLASS BARRIERS AT SERVICE POINTS	1	3,500	3,500.00	
		AUTOMATIC HAND SANITIZER STATIONS	2	350	700.00	
		CURBSIDE SERVICE: MESSAGE BOARDS	2	169	338.00	
		CURBSIDE SERVICE: CONES	3	35	105.00	
		CURBSIDE SERVICE: STEEL PUSH CART	1	154	154.00	
		CURBSIDE SERVICE: PORTABLE BARCODE SCANNERS	1	450	450.00	
		EXPANSION OF DIGITAL PROGRAMING: CAMTASIA SOFTWARE	1	224	224.00	
		EXPANSION OF DIGITAL PROGRAMING: CAMCORDER	1	575	575.00	
		EXPANSION OF DIGITAL PROGRAMING: TRIPOD	1	100	100.00	
		Surface Pro: DIRECTOR	1	1,500	1,500.00	
					\$ 10,146.00	
5111	IT	SURFACE PRO : DIRECTOR	1	1,500	1,500.00	
		DESKTOP WEB CONFERENCE CAMERAS	1	200	200.00	
		ZOOM 12 MO SUBSCRIPTION	1	11,000	11,000.00	9,000.00
		NETWORK MONITORING SWITCHES - PROFESSIONAL SERVICES	60	150	9,000.00	
		CLOUD COMPUTING SERVICES - INFRASTRUCTURE AS A SERVICE	1	21,000	21,000.00	
		MITEL CONFERENCE PHONE	1	450	450.00	
					\$ 43,150.00	
5520	AIRPORT	FORKLIFT-FOR USE TO UPLOAD PPE DELIVERED BY STATE	1	28,000	28,000.00	
		BUILDING SKIN-TO STORE PPE DELIVERED BY STATE	1	800,000	800,000.00	
		Surface Pro: DIRECTOR	1	1,500	1,500.00	
					\$ 829,500.00	
5511	PLANNING	EOC SOFTWARE SOLUTION : VEOCI EMERGENCY & OPERATIONS MANAGEMENT	1	11,500	11,500.00	8,250.00
		Surface Pro: DIRECTOR/ASSISTANT DIRECTOR	2	1,500	3,000.00	
					\$ 14,500.00	
5206	FIRE/EMS	INFECTIOUS DISEASE RESPONSE UNIT (IDRU AMBULANCE	1	450,000	450,000.00	
		AUTO- PULSE CPR MACHINE (HANDS FREE CPR)	3	14,220	42,660.00	
		SURFACE PRO: CHIEF/FIRE CHIEF/CAPTAIN	3	1,500	4,500.00	
		CONFERENCE TABLE PHONE	2	450	900.00	
		CAPR SYSTEMS - SYSTEM/FILTERS/COVERS/CUFFS/BATTERIES/REPLACEMENT PARTS	20	1,609	32,177.45	
					\$ 530,237.45	
5209	EMERGENCY	CONFERENCE TABLE PHONE	1	450	450.00	
	OPERATION	TV MONITORS W/STANDS FOR CASE MAPPING/WEB EOC	2	900	1,800.00	
	CENTER	SURFACE PRO: INCIDENT COMMAND/OP. SECTION/LOGISTICS/PLANNING/FINANCE	5	1,500	7,500.00	
		EOC COMMUNICATION DISPATCH RADIO	2	10,000	20,000.00	
		RGIFS - OCE SYSTEMS	1	10,000	10,000.00	
		SERVERS FOR COVID DATA STORAGE	1	10,000	10,000.00	
					\$ 49,750.00	
5350	ENGINEERING	Surface Pro: DIRECTOR	1	1,500	1,500.00	
		75in LED TV AND ACCESSORIES	1	1,200	1,200.00	
		WAL MOUNTING KIT	1	150	150.00	
		WEBCAM	1	150	150.00	
		CONFERENCE PHONE	1	300	300.00	
					\$ 3,300.00	
5300	Public Works					
		Non-touch Hand Sanitizing Stations	4	24	96.00	
		Non Touch Water Faucet	12	75	900.00	
		Non-touch soap dispensers	6	24	144.00	
		Main Entrance-Automatic doors	1	22,969	22,969.00	
		Inside Back Double Hollow Metal-automatic doors	1	15,710	15,710.00	
		Surface Pro: DIRECTOR/ASSISTANT DIRECTOR	2	1,500	3,000.00	
					\$ 42,819.00	
5103	CITY SECRETARY	Surface Pro	1	1,500	1,500.00	
					\$ 1,500.00	
5100	CITY COMMISSION	SURFACE PRO				
		-Mayor	1	1,500	1,500.00	
		-Commissioners/City Manager	7	1,500	10,500.00	

		-Attorney	1	1,500	1,500.00	
					\$ 13,500.00	
5106	FINANCE	SURFACE PRO: DIRECTOR / ASSISTANT DIRECTOR	2	1,500	3,000.00	
		55in Smart TV with Wallmount	1	499	499.00	
		Drive Thru Pay station Building: Utility Billing / Library	1	300,000	300,000.00	
					\$ 303,499.00	
5404	PARKS	SURFACE PRO: DIRECTOR	1	1,500	1,500.00	
		8ft Steel Barriers	50	97	4,826.00	
		Yellow Temporary Fencing (28 panels)	2	3,863	7,726.32	
		20' Trailer for Barriers and Perimeter Fence	1	3,000	3,000.00	
		Softwash System for Playground/Pavilion Disinfection	1	10,000	10,000.00	
					\$ 27,052.32	
5110	Building Maint.	City Hall Location				
		Automated Doors: Outer Doors, Lobby, Legislative Chamber	3	23,175	69,525.00	
		Automated Faucets	8	300	2,400.00	
		Automated Urinals	3	150	450.00	
		Automated Toilets	8	150	1,200.00	
		Electrostatic Disinfectant Sprayers (Library and City Hall)	2	1,500	3,000.00	
		Ion Generator for HVAC System for disinfection of Duct System	1	4,900	4,900.00	
					\$ 81,475.00	
	EDC	Incentive Plan			\$ 200,000.00	

TOTAL COVID 19: **\$ 2,558,029.75** 38,411.00

		CURRENT			PROPOSED						TOTAL		
					AVERAGE				10% INCREASE OF AVERAGE				
					JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER		
		MARCH	APRIL	MAY									
5520 AIRPORT		371.74	-	-	123.91	123.91	123.91	123.91	136.30	136.30	136.30	1,276.31	0.04%
5106 FIN		517.21	701.80	686.41	635.14	635.14	635.14	635.14	698.65	698.65	698.65	6,541.94	0.19%
5206 FIRE		26,470.21	85,390.94	144,780.89	85,547.35	85,547.35	85,547.35	85,547.35	94,102.08	94,102.08	94,102.08	881,137.67	25.09%
5109 HR		2,683.82	2,109.38	140.25	1,644.48	1,644.48	1,644.48	1,644.48	1,808.93	1,808.93	1,808.93	16,938.18	0.48%
5410 LIBRARY		1,555.75	5,941.94	5,260.03	4,252.57	4,252.57	4,252.57	4,252.57	4,677.83	4,677.83	4,677.83	43,801.51	1.25%
5404 PARKS/B. MAINT.		547.58	156.80	738.55	480.98	480.98	480.98	480.98	529.07	529.07	529.07	4,954.06	0.14%
5511 PCE		2,450.18	6,638.55	6,098.70	5,062.48	5,062.48	5,062.48	5,062.48	5,568.72	5,568.72	5,568.72	52,143.51	1.48%
5202 POLICE		143,291.59	346,864.26	222,613.74	237,589.86	237,589.86	237,589.86	237,589.86	261,348.85	261,348.85	261,348.85	2,447,175.59	69.67%
5300 PUBLIC WORKS		40.11	-	-	13.37	13.37	13.37	13.37	14.71	14.71	14.71	137.71	0.00%
		-	-									-	
DEPARTMENT WAGES TOTAL:		177,928.19	447,803.67	380,318.57	335,350.14	335,350.14	335,350.14	335,350.14	368,885.16	368,885.16	368,885.16	3,454,106.48	
5101	CITY MANAGER WAGES	5,825.16	5,825.16	5,825.16	5,825.16	5,825.16	5,825.16	5,825.16	5,825.16	5,825.16	5,825.16	58,251.60	1.66%
TOTAL WAGES:		183,753.35	453,628.83	386,143.73	341,175.30	341,175.30	341,175.30	341,175.30	374,710.32	374,710.32	374,710.32	3,512,358.08	
PPE:		7,987.12	12,392.51	18,594.85	-	-	-	-	-	-	-	38,974.48	
SUPPLIES:		40,055.50	10,596.72	22,705.03	-	-	-	-	-	-	-	73,357.25	
Other Expenses:		33,741.29	84,695.02	128,461.14	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	80,000.00	806,897.45	
CAPITAL OUTLAY													
5520 AIRPORT		-	-	-	-	829,500.00	-	-	-	-	-	829,500.00	
5350 ENGINEERING		-	-	-	-	3,300.00	-	-	-	-	-	3,300.00	
5206 FIRE/EMS		-	-	-	-	524,837.45	5,400.00	-	-	-	-	530,237.45	
5111 IT		-	-	-	-	-	-	11,150.00	-	11,000.00	21,000.00	43,150.00	
5410 LIBRARY		-	-	-	2,500.00	3,471.00	4,175.00	-	-	-	-	10,146.00	
5209 EMERGENCY OPERATIONS		-	-	-	-	21,800.00	27,950.00	-	-	-	-	49,750.00	
5511 PLANNING		-	-	-	-	4,833.33	-	9,666.67	-	-	-	14,500.00	
5202 POLICE		-	-	-	43,500.98	364,100.00	-	-	-	-	-	407,600.98	
5300 PUBLIC WORKS		-	-	-	240.00	42,579.00	-	-	-	-	-	42,819.00	
5103 CITY SECRETARY		-	-	-	1,500.00	-	-	-	-	-	-	1,500.00	
5110 BUILDING MAINT.		-	-	-	-	81,475.00	-	-	-	-	-	81,475.00	
5404 PARKS		-	-	-	-	27,052.32	-	-	-	-	-	27,052.32	
5106 FINANCE		-	-	-	3,499.00	300,000.00	-	-	-	-	-	303,499.00	
5100 CITY COMMISION		-	-	-	-	13,500.00	-	-	-	-	-	13,500.00	
												-	
EDC		-	-	-	-	50,000.00	50,000.00	50,000.00	50,000.00			200,000.00	
MONTHLY TOTALS:		265,537.26	561,313.08	555,904.75	472,415.28	2,687,623.41	508,700.30	491,991.97	504,710.32	465,710.32	475,710.32	2,558,029.75	

TOTAL COST: **\$ 6,989,617.01**



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3373	
From:			
Subject: Discussion and consideration to select Halff Associates to assist with Texas Water Development Board (TWDB) Flood Infrastructure Fund (FIF) grant application and subsequent design of Kansas and Los Torritos Drainage Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background: As Halff Associates has been the primary firm handling the FEMA application for the Kansas and Los Torritos Drainage project, Staff recommends extending the grant/loan application with the Texas Water Development Board's (TWDB) FIF to Halff Associates. Halff Associates fees will be included in the loan/grant application. The City is under no requirement to pay the firm unless the project is selected for funding. The project will include the weir construction, headwall construction, partial excavation of the Regional Detention Pond at Mayor Pablo Pena Park, engineering fees, ditch widening, utility relocations, street repairs and the upgrading of 2,800 linear feet of underground drainage. Staff is seeking funds for amounts not covered by FEMA and all local match in the form of grant or low interest loan. Total application amount is \$4,800,000, with \$1,300,000 in FEMA grant and \$3,500,000 in TWDB FIF funds.			
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 Kansas and Los Torritos project has been reviewed by the Drainage Committee and is one of the 8 projects the city selected as a city-wide drainage improvement project.			
Norma Cantu Andrew Muñoz Mike Perez		Created/Initiated Approved New	
City Manager Comments: Approve.			

Staff Recommendation:

Staff recommends approval.

Attachments, if any:**Responsibilities upon Approval:**



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3369
From:		
Subject: Discussion and authorization to submit an application for funding to the Texas Water Development Board Flood Infrastructure (FIF) Program for the Kansas and Los Torritos Drainage Project and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)		
Background: The project will include the weir construction, head-wall construction, partial excavation of the Regional Detention Pond at Mayor Pablo Pena Park, engineering fees, ditch widening, utility relocation, street repairs and the upgrading of 2,800 linear feet of underground drainage. Staff is seeking funds for amounts not covered by FEMA and all local match in the form of grant or low interest loan. Total application amount is \$4,800,000, with \$1,300,000 in FEMA grant and \$3,500,000 in TWDB FIF funds.		
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 Drainage Committee has reviewed the project and it has been selected as one of the eight city-wide drainage projects.		
Molly Vallejo Andrew Muñoz Mike Perez	Created/Initiated Approved New	
City Manager Comments: Approve.		
Staff Recommendation: Staff recommends approval.		
Attachments, if any: FIF Abridged Application - City of Weslaco_signedR1		
Responsibilities upon Approval: Submit application by June 15, 2020.		

SFY 2020 Flood Project Abridged Application

Due June 15, 2020 at 5:00 p.m.
Email to FIF@twdb.texas.gov

By submitting this Abridged Application, you understand and confirm that the information provided is true and correct to the best of your knowledge and further understand that the failure to submit a complete Abridged Application by the stated deadlines, or to respond in a timely manner to additional requests for information, may result in the withdrawal of the Abridged Application without review.

GENERAL INFORMATION

Entity Name		
City of Weslaco		
Entity Type		
Municipality		
Contact Who should TWDB contact with questions during the review of this submission?	Name	Andrew Munoz
	Title	Asst. City Manager
	Phone	956-968-3181
	Email	amunoz@weslacotx.gov

PROJECT INFORMATION

Project Name	Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park – Phase 1 Project		
Amount Requested from TWDB	\$ 3,002,627		
Financing from Federal Sources	\$ 1,300,000		
(if receiving federal funds, include the federal agency and program)	FEMA Hazard Mitigation Grant Program (HMGP)		
Financing from Other Sources	\$ 0		
Total Project Cost (Check here if requesting loan funds only ☐)	\$4,302,627		
Category Applied For			
☐ <u>Category 1</u> Flood Protection Plans / Watersheds	☐ <u>Category 2</u> Planning, Acquisition, and Design, Construction / Rehabilitation (All combinations)	☒ <u>Category 3</u> Federal Award Matching Funds	☐ <u>Category 4</u> Measures immediately effective in protecting life and property

MINIMUM STANDARDS

Only projects that satisfy all minimum standards will be included in the prioritization.	☒	1. For applicable projects, the benefit-cost ratio of the proposed project is >1.0 or an explanation is provided.
	☒	2. For applicable projects, a proposed MOU and a project description was provided to all eligible political subdivisions and the list of political subdivisions that received this information is attached to the abridged application.
	☒	3. The applicant has acted cooperatively with other political subdivisions to address flood control needs in the area in which the eligible political subdivisions are located; and all eligible political subdivisions substantially affected by the proposed flood project have participated in the process of developing the proposed flood project.
	☒	4. The funding request does not include redundant funding for activities already performed and/or funded through another source.
	☒	5. a. The area to be served by the proposed project has floodplain ordinances in place and is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. OR
	☐	5. b. Requesting funds to fulfill additional requirements for participation in the National Flood Insurance Program.
	☒	6. The proposed project was developed using the best and most recent available data.
	☒	7. a. (Construction applicants only) Operations and maintenance costs associated with proposed facilities have been considered.
	☐	7. b. (Construction applicants only) Floodwater capture techniques have been considered.

DESCRIPTION OF PROPOSED PROJECT

This Drainage project is needed to alleviate the flooding hazard that exists in the area south of I-2, north of Business 83, east of Border Avenue and west of Airport Boulevard in Weslaco, Texas. Generally, the project area is located at Mayor Pablo Peña Park and extends along Agostadero Street from the Park west to Sinclair Avenue. The existing storm drainage system is undersized and choked at the outfall, causing the area to flood. The existing outfall is a channel on the north side of Mayor Pablo Peña Park. As part of the City's cost share portion, the City is currently designing a regional detention facility at the Mayor Pablo Peña Park and intends to construct that portion of this project with in-house forces. This new park will house the overflow from the adjacent outfall channel to its north. Attachment RFI #2-2 is attached and shows the project area and project elements. The hydrologic and hydraulic model for this system shows that for a 100-year event, 1,217 houses in this area are in the floodplain.

The project area has been subject to repetitive flooding. The most recent severe storms that caused flooding to occur happened on June 20 - 22, 2018, with storm waters remaining in the area for the next three days. FEMA declared Disaster DR-4377 as a result of this storm on July 6, 2018. A model of the existing drainage system was developed for this area using InfoWorks Integrated Catchment Models (ICM) software that integrates hydrologic analysis with a 2D mesh. The benefit of using a fully integrated 2D hydraulic model is to simulate an accurate representation of how the hydrology (storm water volume) interacts with the hydraulics (drainage conveyance system) within one model. The InfoWorks ICM model was used to identify the location and severity of flooding in areas under existing conditions and to evaluate potential solutions to reduce flooding. Halff modeled the proposed improvements in the ICM software to evaluate the effects of the improvements and made adjustments to the proposed design to achieve maximum benefit. The resulting proposed conditions analysis provides the City of Weslaco with a model-backed project approach that identifies the most crucial and immediate needs for the area of concern. The proposed improvements would remove 169 structures from the 100-year flood plain.

The proposed solution for the project includes the following major drainage improvements:

- 1) Construction of a 20 Acre detention pond (City's Cost Share portion);
- 2) 600 linear foot weir structure at the proposed detention pond's north bank;
- 3) Construction of a 48-inch outfall structure with a flap gate at the detention pond;
- 4) 1,900 linear feet of channel widening (11,000 cubic yards);
- 5) New headwall structure at the RCB outfall in the ditch;
- 6) 2,800 linear feet of 8' x 6' reinforced Concrete Box Culverts along Agostadero Street;
- 7) 24-Type C Curb Inlets along Agostadero Street;
- 8) 4 junction boxes along the RCB alignment; and
- 9) 5,100 square yards of pavement repair along Agostadero Street.
- 10) Mobilization to the site, including clearing site of debris and job site prep.
- 11) Utility adjustments, as needed during construction

INFORMATION FOR GRANT FUNDING

Provide information for the applicable level of grant funding:

Category 1:

Study area AMHI (weighted average based on population)-\$_____

(Optional – attached a copy of federal disaster declaration – flood related within the last 60 months)

Categories 2, 3, and 4

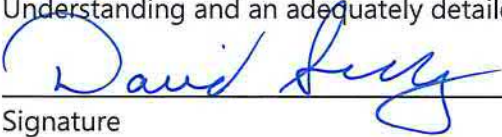
- For consideration of being outside MSA: Project is entirely located outside of an MSA - Yes ____ or No **X**
- Project area AMHI (weighted average based on population)-\$ **34,539**
- Project area Unemployment Rate (weighted average based on population)- **3.33** %
- Project area Population Decline (if any) (based on sum of the population in the project areas)- **4.3** %
- For consideration of being an Rural Applicant: All entities within the project benefit area are outside MSAs and have populations <10,000; or the applicant is a district or municipality with a service area of 10,000 or less in population; or located in a county in which no urban area exceeds 50,000 in population - Yes ____ or No **X**
- For consideration of being a Green or Nature-Based project: Percentage of total project costs that are considered green or nature-based- **2** % (attach the calculation)

Note: If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group using the ACS data sources described in the IUP.

PRIORITIZATION CRITERIA

Rural Applicant All entities within the project benefit area are (a) outside MSAs and have populations <10,000; or (b) a district or municipality with a service area of 10,000 or less in population; or (c) a county in which no urban area exceeds 50,000 in population.	☐ Yes ☒ No <i>(Please attach a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.)</i>
Emergency Need Due to Recent or Imminent Failure or recent Flood-related Disaster Declarations. A need exists for flood hazard mitigation actions to address a clear and imminent threat to public health, safety, and welfare or property due to recent or imminent failure of existing flood infrastructure or flood-related federal or state disaster declarations within the most recent 36 months that would be significantly mitigated by the proposed project.	☐ Yes, due to a recent failure. ☐ Yes, due to imminent failure. ☒ Yes, recent flood-related disaster declaration for the proposed project area DR-4332 – 8-25-17 DR-4377 – 7-6-18 DR-4454 – 7-17-19 ☒ No
Distributed Benefits Is the project expected to directly benefit or include the active participation of jurisdictions other than the applicant?	☒ Yes ☐ No

Estimated Completion Date When would all project phases expected to be complete, assuming funds for the project are closed on in Fall of the current year?	☒ Within 18 months of closing ☐ Within 36 months of closing ☐ Other
Construction Projects Only (Including PAD plus Construction combined) Project is anticipated to result in an integral, reliable, and quantifiable water supply benefit to a specific water user group with an identified need. May include groundwater recharge benefits.	☐ Yes Check Groundwater ☒ No
Construction Projects Only (Including PAD plus Construction combined) How many structures are anticipated to be removed from floodplains as a result of the proposed project?	169 Structures from 100-year Flood Plain
Non-structural flood mitigation elements Non-structural flood mitigation elements constitute at least 20 percent of the total project costs.	\$100,000 – 2%

Tiebreaker: Social Vulnerability Index (SVI)	Average SVI of benefitting area: 0.9158 Geographic basis: ☒ Census Tracts ☐ Counties <i>Please attach a list of the selected geographies and an explanation of why they were selected.</i>
Certification on MOUs (if MOUs will be required) If no MOUs will be required, check here: ☐	I, <u>DAVID SUAREZ</u> (Name), serving as <u>MAYOR</u> (Title) hereby certify that <u>CITY OF WESLACO</u> (Applicant) has provided all eligible political subdivisions that will be required to submit a Memorandum of Understanding a copy of their proposed Memorandum of Understanding and an adequately detailed description of the proposed project.  Signature _____ Date <u>6/05/2020</u>

ADDITIONAL INFORMATION FOR THE FLOOD INFORMATION CLEARINGHOUSE COMMITTEE

Responses to questions 1 through 7, along with other information included in this abridged application, will be shared with the Flood Information Clearinghouse Committee (FLICC), a new cooperative effort between the TWDB, General Land Office, Texas Division of Emergency Management, and other state and federal agencies that administer flood mitigation financial assistance programs. After review by the FLICC, the applicant may be advised of other available source(s) of funding.

1. Type of Assistance Requested (Check all that apply):	☐ Low Interest Loan ☐ Grant ☒ Loan/Grant Combination ☒ Local Match for Federal Funding
If requesting funds for the local cost share of a federally funded project, the name of the program:	FEMA Hazard Mitigation Grant Program (HMGP)
2. County(ies) in which the project is located:	Hidalgo
3. (If applicable) Associated FEMA disaster name and number:	Texas Severe Storms and Flooding (DR-4332) – 8-25-17 Texas Severe Storms and Flooding (DR-4377) – 7-6-18 Texas Severe Storms and Flooding (DR-4454) – 7-17-19
4. Does the applicant have an approved Mitigation Action Plan?	No. Have a FEMA recognized waiver of extraordinary circumstances.
5. Is the community to be served by the project in good standing with the National Flood Insurance Program?	YES
6. Will this project involve enlargement of a dam or levee beyond the original footprint of the structure that existed prior to a disaster event?	No
7. Will this project mitigate a repetitive or severe repetitive loss property?	YES

CERTIFICATION ON ENFORCING FLOODPLAIN MANAGEMENT STANDARDS

Certification on enforcing floodplain management standards Exception: The only exception is an entity that is requesting FIF funding to fulfill additional requirements for participation in the National Flood Insurance Program. If this is the situation, check here: ☐	I, <u>Rebekah Marie de la Fuente</u> (Name), serving as <u>Planning & Code Enforcement Director</u> (Title) hereby certify that <u>City of Weslaco</u> (Appropriate entity for area to be served by the project) is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards, but it may exceed the NFIP minimum standard.  _____ Signature <u>6/5/20</u> _____ Date
--	--

ATTACHMENT CHECKLIST

<u>✓</u>	<u>N/A</u>	<u>Attachment Description</u>
☒	☐	List of entities receiving the proposed MOU and project description
☒	☐	Benefit-Cost Ratio required information.
☒	☐	Documentation indicating the best/most recent data was used in the development of the proposed project.
☒	☐	Documentation demonstrating the area to be served by the proposed project has floodplain ordinances in place and the appropriate entity has certified that it is currently enforcing floodplain management standards at least equivalent to National Flood Insurance Program (NFIP) minimum standards. (The only exception is an entity that is requesting FIF funding to fulfill the requirements for participation in the National Flood Insurance Program.)
☒	☐	If requesting grant funds that rely on a calculation of the AMHI, Unemployment Rate, or Population Decline then attach the calculation of the weighted average amounts for the project area based on the applicable U.S. Census Bureau geographic areas such as County, Place (City), Census Tract, or Block Group and the ACS data sources described in the IUP.
☐	☒	If requesting prioritization points for "Rural Applicant", a list of all entities in the project benefit area and U.S. Census Bureau 2014-2018 American Community Survey (ACS) 5-year estimates data indicating the population of each area.
☒	☐	(If applying for matching funds) Documentation of an existing federal award pending availability of local match.
☐	☒	(If the project involves property acquisitions) Documentation supporting the determination that acquisitions are the best solution and the properties are a high risk.
☒	☐	(Construction projects) Description of the anticipated funding source for operations and maintenance costs.
☒	☐	(Construction projects) Map and description of area benefitting from the proposed project, including a list of all benefitting political subdivisions.
☒	☐	(If applicable) Documentation of recent or imminent infrastructure failure causing an emergency need or a flood-related federal or state disaster declaration within the most recent 36 months that would be significantly mitigated by the proposed project.
☒	☐	List and explanation of geographies used to determine average SVI.
☒	☐	Certification on enforcing floodplain management standards for all applicable areas
☒	☐	Additional Information for the Flood Information Clearinghouse Committee

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

June 5, 2020

Honorable Richard Cortez
County Judge
Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539

Re: City of Weslaco Application
For Texas Water Development Board's Flood Infrastructure Fund Program
Kansas and Los Torritos Drainage Project

Honorable Judge,

The City of Weslaco will be applying for funding to the Texas Water Development Board's Flood Infrastructure Funding ("FIF") Program for the Kansas and Los Torritos Drainage Project.

For your reference, the project's water shed is located within Hidalgo County and includes portions of the City of Weslaco. See Exhibit 1 for project Description and Map.

The FIF Rules indicate that all governmental entities within the project watershed shall be presented with a copy of the attached Memorandum of Understanding ("MOU"). See Exhibit 2. The attached MOU does not have to be executed at this time. If the City of Weslaco's application is selected to the next round of the FIF Program, we will be requesting the Hidalgo County Drainage District No. 1 and the Hidalgo County Commissioners' Court to approve the MOU.

The City of Weslaco and Hidalgo County have provided valuable input regarding this project. Your comments and feedback helped shape the project to better serve our region and community.

The City of Weslaco looks forward to continuing working collaboratively with the Hidalgo County Drainage District No. 1 and Hidalgo County to mitigate flooding in our region and to safeguard the health and safety of our community.

As always, please feel free to contact us anytime if you have any comments or questions.

Best regards,

David Suarez, Mayor
City of Weslaco

CC: Weslaco City Commission
Mike R. Perez, City Manager

TEXAS WATER CODE SECTION 15.005 MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding (MOU) between the City of Weslaco (the “City of Weslaco”) and the Board of Hidalgo County Drainage District No. 1 (the “HCDD1”), and the Commissioner’s Court of Hidalgo County, Texas (“the Hidalgo County”).

WHEREAS, pursuant to Texas Water Code § 15.005 and 31 Texas Administrative Code § 363.408, if the Executive Administrator determines that an application has flood control as one of its purposes and that the watershed in which the project is located is partially located outside the political subdivision making the application, the applicant must submit a written memorandum of understanding relating to the management of the watershed in which the project is to be located, signed by all governing bodies of eligible political subdivisions located in the project watershed; and

WHEREAS, the City of Weslaco has filed an application with the Texas Water Development Board for funding a project that has flood control as one of its purposes; and

WHEREAS, the City of Weslaco has determined that the watershed in which the project is located is partially located within the jurisdiction of Hidalgo County and the HCDD1; and

NOW THEREFORE, in consideration of the benefits to the Nueces-Rio Grande Watershed and the State of Texas, the City of Weslaco and the HCCD1 and Hidalgo County agree to the following:

1. The City of Weslaco will provide QUARTERLY progress updates to the HCCD1 and Hidalgo County as the project develops and changes.
2. The City of Weslaco will notify the HCCD1 and Hidalgo County of any potential change in impacts to the HCCD1 and Hidalgo County within the QUARTER of the identified change.
3. The HCCD1 and Hidalgo County will provide constructive input to the City of Weslaco as the project develops and changes.
4. The City of Weslaco and the HCCD1 and Hidalgo County will work cooperatively for the management of the Nueces-Rio Grande Watershed.

EXHIBIT 2

David Suarez, Mayor
City of Weslaco

Richard Cortez, Chairman of Board
Hidalgo County Drainage District No. 1

Richard Cortez, County Judge
Hidalgo County, Texas

TWDB FIF - CATEGORY 3

HIDALGO COUNTY, TEXAS CITY OF WESLACO

ENTITIES RECEIVING THE PROPOSED MOU AND PROJECT DESCRIPTION

1. City of Weslaco
2. Hidalgo County
3. Hidalgo County Drainage District No. 1

TWDB FIF - CATEGORY 3

**HIDALGO COUNTY, TEXAS
CITY OF WESLACO**

BENEFIT COST RATIO

The Benefit Cost Ratio analysis used was FEMA BCA toolkit version 5.3. It is in the following attachment:

20 Mar 2020

Project: **2020 City of Weslaco - Kansas &
Los Torritos Drainage
Improvements**

Pg 1 of 7

Total Benefits: **\$5,623,951**

Total Costs: **\$4,734,613**

BCR: **1.19**

Project Number: 5

Disaster #: FEMA-4377-
DR-TX

Program: HMGP

Agency: **Halff Associates**

State: **Texas**

Point of Contact: Russell Limas

Analyst: Russell Limas

Project Summary:

Project Number: 5

Disaster #: FEMA-4377-DR-TX

Program: HMGP

Agency: Halff Associates

Analyst: Russell Limas

Discount Rate: 0.070

Point of Contact: Russell Limas

Phone Number: 9564455243

Address: 5000 West Military Highway, McAllen, Texas, 78503

Email: rlimas@halff.com

Comments:

Structure Summary For:

2020 Project 5 - Combined Buildings, Weslaco, Texas, 78596, Hidalgo

Structure Type: Building

Historic Building: No

Contact:

Benefits: \$5,623,951

Costs: \$4,734,613

BCR: 1.19

Mitigation	Hazard	BCR	Benefits	Costs
Drainage Improvement	Damage-Frequency Assessment	1.19	\$5,623,951	\$4,734,613

20 Mar 2020

Project: **2020 City of Weslaco - Kansas &
Los Torritos Drainage
Improvements**

Pg 2 of 7

Total Benefits: **\$5,623,951**

Total Costs: **\$4,734,613**

BCR: **1.19**

Project Number: 5

Disaster #: FEMA-4377-
DR-TX

Program: HMGP

Agency: **Half Associates**

State: **Texas**

Point of Contact: Russell Limas

Analyst: Russell Limas

Structure and Mitigation Details For: 2020 Project 5 - Combined Buildings, Weslaco, Texas, 78596, Hidalgo

Benefits: \$5,623,951

Costs: \$4,734,613

BCR: 1.19

Hazard: **Damage-Frequency Assessment - Flood**

Mitigation Option: Drainage Improvement

Latitude:

Longitude:

Project Useful Life: 30

Mitigation Information

Basis of Damages: Expected Damages

Number of Damage Events: 1200

Number of Events with Known Recurrence

Intervals: 1200

20 Mar 2020

Project: **2020 City of Weslaco - Kansas &
Los Torritos Drainage
Improvements**

Pg 3 of 7

Total Benefits: **\$5,623,951**

Total Costs: **\$4,734,613**

BCR: **1.19**

Project Number: 5

Disaster #: FEMA-4377-
DR-TX

Program: HMGP

Agency: **Half Associates**

State: **Texas**

Point of Contact: Russell Limas

Analyst: Russell Limas

Expected Damages Before and After Mitigation

Analysis Year: 2020

Analysis Duration: 37

Utilities (\$/day):

Year Built: 1984

User Input Analysis Duration:

Buildings (\$/day):

Roads/Bridges (\$/day):

Damages Before Mitigation

Damage Year:

RI: 10.00

Are Damages In Current Dollars? Yes

Buildings (Days):

Utilities (Days):

Roads (Days):

Total Damage Cost (\$)	\$31,246,898
Total	\$31,246,898
Total Inflated	

Damages After Mitigation

RI: 10.00

Are Damages In Current Dollars? Yes

Buildings (Days):

Utilities (Days):

Roads (Days):

Total Damage Cost (\$)	\$28,632,490
Total	\$28,632,490

Volunteers Cost

Number of Volunteers Required:

Cost of Volunteers Time (\$/Hour/Person):

Per-Person Cost of Lodging for a Volunteer:

Number of Hours Volunteered/Person:

Number of Days Lodging/Volunteer:

Cost of Volunteers:

RI: 50.00

Are Damages In Current Dollars? Yes

Buildings (Days):

Utilities (Days):

Roads (Days):

Total Damage Cost (\$)	\$36,898,840
Total	\$36,898,840

Total Benefits: **\$5,623,951**Total Costs: **\$4,734,613**BCR: **1.19**

Project Number: 5

Disaster #: FEMA-4377-
DR-TX

Program: HMGP

Agency: **Half Associates**State: **Texas**

Point of Contact: Russell Limas

Analyst: Russell Limas

Damage Year:

RI: 50.00

Are Damages In Current Dollars? Yes

Buildings (Days):

Utilities (Days):

Roads (Days):

Total Damage Cost (\$)	\$42,973,909
Total	\$42,973,909
Total Inflated	

RI: 100.00

Are Damages In Current Dollars? Yes

Buildings (Days):

Utilities (Days):

Roads (Days):

Total Damage Cost (\$)	\$42,973,909
Total	\$42,973,909

Volunteers Cost

Number of Volunteers Required:

Cost of Volunteers Time (\$/Hour/Person):

Per-Person Cost of Lodging for a Volunteer:

Number of Hours Volunteered/Person:

Number of Days Lodging/Volunteer:

Cost of Volunteers:

RI: 500.00

Are Damages In Current Dollars? Yes

Buildings (Days):

Utilities (Days):

Roads (Days):

Total Damage Cost (\$)	\$55,124,047
Total	\$55,124,047

Damage Year:

RI: 100.00

Are Damages In Current Dollars? Yes

Buildings (Days):

Utilities (Days):

Roads (Days):

Total Damage Cost (\$)	\$49,048,978
Total	\$49,048,978
Total Inflated	

Volunteers Cost

Number of Volunteers Required:

Cost of Volunteers Time (\$/Hour/Person):

Per-Person Cost of Lodging for a Volunteer:

Number of Hours Volunteered/Person:

Number of Days Lodging/Volunteer:

Cost of Volunteers:

20 Mar 2020

Project: **2020 City of Weslaco - Kansas &
Los Torritos Drainage
Improvements**

Pg 5 of 7

Total Benefits: **\$5,623,951**

Total Costs: **\$4,734,613**

BCR: **1.19**

Project Number: 5

Disaster #: FEMA-4377-
DR-TX

Program: HMGP

Agency: **Half Associates**

State: **Texas**

Point of Contact: Russell Limas

Analyst: Russell Limas

Damage Year:

RI: 500.00

Are Damages In Current Dollars? Yes

Buildings (Days):

Utilities (Days):

Roads (Days):

Total Damage Cost (\$)	\$61,199,116
Total	\$61,199,116
Total Inflated	

Volunteers Cost

Number of Volunteers Required:

Cost of Volunteers Time (\$/Hour/Person):

Per-Person Cost of Lodging for a Volunteer:

Number of Hours Volunteered/Person:

Number of Days Lodging/Volunteer:

Cost of Volunteers:

Social Benefits

Mental Stress and Anxiety

Number of Person: 0

Treatment Costs per person: \$2,443.00

Total Mental Stress and Anxiety Cost: \$0.00

Lost Productivity

Number of Worker: 0

Productivity Loss per person: \$8,736.00

Total Lost Productivity Cost: \$0.00

Environmental Benefits

Land Use

Total Project Area (Acres): 0.00000000

Parcel Type	% of Parcel Type Being Used	\$/Acre/Year
	0%	\$0

BCR Calculation Results

20 Mar 2020

Project: **2020 City of Weslaco - Kansas &
Los Torritos Drainage
Improvements**

Pg 6 of 7

Total Benefits: **\$5,623,951**

Total Costs: **\$4,734,613**

BCR: **1.19**

Project Number: 5

Disaster #: FEMA-4377-
DR-TX

Program: HMGP

Agency: **Halff Associates**

State: **Texas**

Point of Contact: Russell Limas

Analyst: Russell Limas

Expected Annual Damages Before
Mitigation

Expected Annual Damages After
Mitigation

Expected Avoided Damages After
Mitigation (Benefits)

Annual: \$3,951,349

Present Value: \$49,032,452

Annual: \$3,498,135

Present Value: \$43,408,501

Annual: \$453,214

Present Value: \$5,623,951

Mitigation Benefits: \$5,623,951

Mitigation Costs: \$4,734,613

Benefits Minus Costs: \$889,338

Benefit-Cost Ratio: 1.19

Cost Estimate

Project Useful Life (years): 30

Construction Type:

Mitigation Project Cost: \$4,302,625

Detailed Scope of Work: Yes

Annual Project Maintenance Cost: \$0

Detailed Estimate for Entire Project: Yes

Final Mitigation Project Cost: \$4,734,613

Years of Maintenance: 30

Cost Basis Year: 2018

Present Worth of Annual Maintenance Costs: \$0

Construction Start Year: 2019

Estimate Reflects Current Prices: No

Construction End Year: 2021

Project Escalation: \$431,988

Justification/Attachments

20 Mar 2020

Project: **2020 City of Weslaco - Kansas &
Los Torritos Drainage
Improvements**

Pg 7 of 7

Total Benefits: **\$5,623,951**

Total Costs: **\$4,734,613**

BCR: **1.19**

Project Number: 5

Disaster #: FEMA-4377-
DR-TX

Program: HMGP

Agency: **Halff Associates**

State: **Texas**

Point of Contact: Russell Limas

Analyst: Russell Limas

Field	Description	Attachments
Expected damages before mitigation	Refer to attached calculations which contains the expected damage summary for all the properties combined into a single property. All the highlighted elements were derived from the RAW DATA previously attached under "Year Built".	Calculations - 2020 City of Weslaco - Kansas and Los Torritos.xlsx
Mitigation Project Cost	See Attached Cost Estimate.	Cost Estimate - 2020 City of Weslaco - Kansas and Los Torritos.pdf
Project useful life	Standard FEMA value for Culverts.	
Unknown Frequency - Damages after Mitigation	Refer to previous attached calculations.	
Year Built	Refer to RAW DATA attached for information on properties.	Raw Data - 2020 City of Weslaco - Kansas and Los Torritos.xlsx

TWDB FIF - CATEGORY 3

HIDALGO COUNTY, TEXAS CITY OF WESLACO

**Documentation indicating the best/most recent data was used
in the development of the proposed project.**

The data used for this project was updated as recent as March 19, 2020 in the Attached RFI #2-3 of the FEMA HMGP Application. Also, the Census data used was as provided by TWDB website for the FIF application.

REVISED SCOPE OF WORK

Revisions noted in blue.

Introduction:

This Drainage project is needed to alleviate the flooding hazard that exists in the area south of I-2, north of Business 83, east of Border Avenue and west of Airport Boulevard in Weslaco, Texas. Generally, the project area is located at Mayor Pablo Peña Park and extends along Agostadero Street from the Park west to Sinclair Avenue. The existing storm drainage system is undersized and choked at the outfall, causing the area to flood. The existing outfall is a channel on the north side of Mayor Pablo Peña Park. *As part of the City's cost share portion, the City is currently designing a regional detention facility at the Mayor Pablo Pena Park and intends to construct that portion of this project with in-house forces.* This new park will house the overflow from the adjacent outfall channel to its north. Attachment RFI #2-2 is attached and shows the project area *and project elements.*

The hydrologic and hydraulic model for this system shows that for a 100-year event, **1,217** houses in this area are in the floodplain.

Background:

The project area has been subject to repetitive flooding. The most recent severe storms that caused flooding to occur happened on June 20 - 22, 2018, with storm waters remaining in the area for the next three days. FEMA declared Disaster DR-4377 as a result of this storm on July 6, 2018. A model of the existing drainage system was developed for this area using InfoWorks Integrated Catchment Models (ICM) software that integrates hydrologic analysis with a 2D mesh. The benefit of using a fully integrated 2D hydraulic model is to simulate an accurate representation of how the hydrology (storm water volume) interacts with the hydraulics (drainage conveyance system) within one model. The InfoWorks ICM model was used to identify the location and severity of flooding in areas under existing conditions and to evaluate potential solutions to reduce flooding. Halff modeled the proposed improvements in the ICM software to evaluate the effects of the improvements and made adjustments to the proposed design to achieve maximum benefit. The resulting proposed conditions analysis provides the City of Weslaco with a model-backed project approach that identifies the most crucial and immediate needs for the area of concern. The proposed improvements would **remove 169** structures from the 100-year flood plain.

Project Description:

The proposed solution for the *project* includes the following major drainage improvements:

- 1) Construction of a 20 Acre detention pond (*City's Cost Share portion*);
- 2) **600** linear foot weir structure at the proposed detention pond's *north bank*;
- 3) Construction of a 48-inch outfall structure with a flap gate at the detention pond;
- 4) 1,900 linear feet of channel widening (11,000 cubic yards);
- 5) New headwall structure *at the RCB outfall in the ditch*;
- 6) 2,800 linear feet of 8' x 6' reinforced Concrete Box Culverts *along Agostadero Street*;
- 7) 24-Type C Curb Inlets *along Agostadero Street*;
- 8) 4 junction boxes *along the RCB alignment*; and
- 9) 5,100 square yards of pavement repair *along Agostadero Street*.

- 10) Mobilization to the site, including clearing site of debris and job site prep.
- 11) Utility adjustments, as needed during construction

City's Cost Share Portion

Along with a monetary match to the project, the City intends to excavate the detention pond. The City owns an excavator, tractor/scrapper (grader), Dump Truck and Loader and will dedicate them to excavating the proposed detention pond. A summary of the manhours estimated to construct the detention pond is included below.

Personnel	Hourly Wage	Anticipated Hours of Work on Project	Subtotal of Cost
Equipment Operator (Excavator)	\$14.00/HR	2,142	\$29,988.00
Equipment Operator (Tractor/Scraper)	\$14.00/HR	2,142	\$29,988.00
Heavy Equipment Operator (Loader)	\$13.22/HR	1,514	\$20,015.08
Heavy Equipment Operator (Dump Truck)	\$13.22/HR	1,514	\$20,015.08

The above breakdown is summarized in the proposed budget as the cost for the Detention pond and weir excavation and is equal to \$100,000.

The City would like the option to bid out the excavation activities, as needed, to see if the bid is competitive or if it is otherwise advantageous to the City.

The 30+ acre site of the proposed detention pond is currently owned and maintained by the City of Weslaco. Prior to construction, the City will relocate the five shade canopies currently located in the proposed detention pond site to another park facility within the City.

The proposed solution of the entire project removes **one hundred and sixty-nine (169)** structures from the modeled 100-year floodplain. The recommended mitigation project identified in this study is estimated to cost **\$4,302,626.83** over the assumed life (30-years) of the project and has a calculated Benefit Cost Ratio (BCR) of **1.19**, using the Federal Emergency Management Agency (FEMA) BCA Toolkit Version 5.3.

The proposed cost estimate is attached for your review ([Attachment RFI #2-4](#)).

Attached also is a copy of the BCA Report ([Attachment RFI #2-5](#)). A link with the revised BCA Tool Kit zip file is provided in the email transmittal of this RFI response.

REVISED SCHEDULE:

The project developed is planned to be completed within the required thirty-six (36) month timeline. The major milestones are outlined below:

Engineering Consultant Solicitation & Award:	April – May 2020 (2 mo.)
Engineering Design:	May – August 2020 (3.5 mo.)

KANSAS & LOS TORRITOS DRAINAGE IMPROVEMENTS

Agency Review and Permitting	June – July 2020 (2 mo.) (permit from HCCID9)
Bidding and Award:	September – October 2020 (2 mo.)
Construction:	November 2020 – June 2021 (8 mo.)

The projects will be locally bid by the City of Weslaco. The bid packages will have advertised postings for two consecutive weeks in a widely-read, local newspaper. Received sealed bids will be opened and read aloud at the announced place, date and time. Bidders will be vetted, and an award will be made to the lowest, responsive, responsible bidder. After all required paperwork, insurances, and contracts have been executed, a notice to proceed will be issued to the contractor.

BUDGET INFORMATION:

Total Project Costs: \$ 4,302,627

Applicants Cost Share: \$ 3,002,627

Federal Amount: \$ 1,300,000

BENEFIT COST ANALYSIS

Total Project Costs: \$ 4,734,613

Total Value of Project Benefits: \$ 5,623,951

Benefit Cost Ratio: 1.19

TWDB FIF - CATEGORY 3

HIDALGO COUNTY, TEXAS CITY OF WESLACO

DOCUMENTATION DEMONSTRATING FLOODPLAIN ORDINANCES ARE IN PLACE

The following attachment is the City's Code of Ordinances Chapter 54 -Flood Hazzard Prevention which shows that the City is compliant with having Floodplain ordinances in place.

Chapter 54 - FLOOD HAZARD PREVENTION^[1]

Footnotes:

--- (1) ---

State Law reference— Local governments must adopt ordinances necessary for jurisdiction to qualify for National Flood Insurance Program, V.T.C.A., Water Code § 16.3145; political subdivision to comply with federal requirements, V.T.C.A., Water Code § 16.315.

Sec. 54-1. - Authority.

This chapter is adopted under the authority of the constitution and laws of the state. The legislature of the state has in V.T.C.A., Water Code § 16.319, delegated the responsibility to the city to adopt regulations designed to minimize flood losses.

(Code 1969, § 13½-2; Ord. No. 87-13, § 2, 5-5-1987)

Sec. 54-2. - Purpose.

The purpose of this chapter is to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize the expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
- (7) Ensure that potential buyers are notified that the property is in a flood area.

(Code 1969, § 13½-3; Ord. No. 87-13, § 3, 5-5-1987)

Sec. 54-3. - Definitions.

For the purpose of this chapter the following terms, phrases, words, and their derivations shall have the meaning ascribed to them in this section. When not inconsistent with the context, words used in the present tense shall include the future; words in the plural include the singular. The word "shall" is always mandatory while the word "may" is merely discretionary. Those words not expressly prescribed herein are to be construed in accordance with the subdivision regulation ordinance, zoning ordinance, or other applicable ordinance of the city, or in the absence of such ordinances, then in accordance with customary usage in municipal planning and engineering practices.

Appeal means a request for a review of the urban development department interpretation of any provision of this chapter or a request for a variance.

Area of shallow flooding means a designated AO zone on a community's flood insurance rate map (FIRM) with base depths from one to three feet. This condition occurs where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Coastal high hazard area means the area subject to high velocity waters, including, but not limited to, hurricane wave wash or tsunamis. The area is designated on a FIRM as zone V1-30, VE, or V.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating or drilling operations.

Elevated building means a nonbasement building:

- (1) Built, in the case of a building in zones A1-30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in zone V1-30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and
- (2) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood.

In the case of zones A1-40, AE, A, A99, AO, AH, B, C, X, D, the term "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters. In the case of zone V1-30, VE, or V, the term "elevated building" also includes a building otherwise meeting the definition of elevated building, even though the lower area is enclosed by means of breakaway walls if the breakaway walls meet the standards of section 60.3(e)(5) of the National Flood Insurance Program regulations.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. The term "existing construction" may also be referred to as "existing structures."

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface water from any source.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood insurance study is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, the water surface elevation of the base flood, as well as the flood hazard boundary-floodway map.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and shipbuilding and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Habitable floor means any floor usable for living purposes; which includes working, sleeping, eating, cooking or recreation, or a combination thereof. A floor used for storage purposes only is not a habitable floor.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Manufactured home means a structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes, the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days. For insurance purposes the term "manufactured home" does not include park trailers, travel trailers, and other similar vehicles.

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Mean sea level means, for purpose of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on the city's Flood Insurance Rate Map are referenced.

New construction means, for floodplain management purposes, structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the city.

Program deficiency means a defect in the city's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the standards herein.

Remedy a violation means to bring the structure or other development into compliance with state or local floodplain management regulations, or, if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the chapter or otherwise deterring future similar violations, or reducing federal financial exposure with regard to the structure or other development.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basements, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

Structure means a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial improvement.

- (1) The term "substantial improvement" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either before the improvement or repair is started, or if the structure has been damaged and is being restored, before the damage occurred. For the purposes of this definition substantial

improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

- (2) The term "substantial improvement" does not, however, include either:
- a. Any projects for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions; or
 - b. Any alterations of a structure listed on the National Register of Historic Places or a state inventory of historic places.

Variance is a grant of relief to a person from the requirements of this chapter when specific enforcement would result in unnecessary hardship. A variance permits construction or development in a manner otherwise prohibited by this chapter.

Violation means the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance as required in this chapter is presumed to be in violation until such time as that documentation is provided.

V zone. See *Coastal high hazard area*.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Code 1969, § 13½-5; Ord. No. 87-13, § 5, 5-5-1987)

Sec. 54-4. - Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwater;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(Code 1969, § 13½-4; Ord. No. 87-13, § 4, 5-5-1987)

Sec. 54-5. - Lands to which this chapter applies.

This chapter shall apply to all areas of special flood hazard within the jurisdiction of the city and those areas as may be annexed by the city.

(Code 1969, § 13½-6(a); Ord. No. 87-13, § 6, 5-5-1987)

Sec. 54-6. - Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The Flood Insurance Study for the City of Weslaco," dated September 1979, with accompanying flood insurance rate maps and flood hazard boundary-floodway maps and any revision thereto which are hereby adopted by reference and declared to be a part of this chapter.

(Code 1969, § 13½-6(b); Ord. No. 87-13, § 6, 5-5-1987)

Sec. 54-7. - Establishing of development permit.

A development permit shall be required to ensure conformance with the provisions of this chapter.

(Code 1969, § 13½-6(c); Ord. No. 87-13, § 6, 5-5-1987)

Sec. 54-8. - Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

(Code 1969, § 13½-6(d); Ord. No. 87-13, § 6, 5-5-1987)

Sec. 54-9. - Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and other provisions conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Code 1969, § 13½-6(e); Ord. No. 87-13, § 6, 5-5-1987)

Sec. 54-10. - Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally constructed in favor of the governing body;
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Code 1969, § 13½-6(f); Ord. No. 87-13, § 6, 5-5-1987)

Sec. 54-11. - Warning and disclaimer of liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city or any officer or employee thereof for any administrative decision lawfully made thereunder.

(Code 1969, § 13½-6(g); Ord. No. 87-13, § 6, 5-5-1987)

Sec. 54-12. - Designation of the floodplain administrator.

The city manager is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management. The city manager may delegate the administrative enforcement of this chapter to another person as he may see fit.

(Code 1969, § 13½-7; Ord. No. 87-13, § 7, 5-5-1987)

Sec. 54-13. - Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter;
- (2) Review permit applications to determine whether proposed building sites will be reasonably safe from flooding;
- (3) Review and approve or deny all applications for development permits required by adoption of this chapter;
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state, or local governmental agencies (including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334) from which prior approval is required;
- (5) Make, where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), such necessary interpretation;
- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency, which is the state department of water resources, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency;
- (7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;
- (8) Obtain, review, and reasonably utilize, when base flood elevation data has not been provided in accordance with section 54-6, any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of sections 54-16, 54-17, 54-18, and 54-19;
- (9) Require, when a regulatory floodway has not been designated, that no new construction, substantial improvements, or other development, including fill, shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

(Code 1969, § 13½-8; Ord. No. 87-13, § 8, 5-5-1987)

Sec. 54-14. - Permit procedures.

- (a) An application for a development permit shall be presented to the floodplain administrator on forms furnished by him and may include, but is not limited to, plans in duplicate, drawn to scale, showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed

structures, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:

- (1) Elevation, in relation to mean sea level, of the lowest floor (including basement) of all new and substantially improved structures;
 - (2) Elevation, in relation to mean sea level, to which any nonresidential structure shall be floodproofed;
 - (3) A certificate from a registered professional engineer that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 54-17(2);
 - (4) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 - (5) Maintain a record of all such information in accordance with section 54-13(1).
- (b) Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:
- (1) The danger to life and property due to flooding or erosion damage;
 - (2) The susceptibility of the proposed facility and its contents to flood damage and the effect of such drainage on the individual owner;
 - (3) The danger that materials may be swept onto other lands to the injury of others;
 - (4) The compatibility of the proposed use with existing and anticipated development;
 - (5) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (8) The necessity to the facility of a waterfront location, where applicable;
 - (9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 - (10) The relationship of the proposed use to the comprehensive plan for that area.

(Code 1969, § 13½-9; Ord. No. 87-13, § 9, 5-5-1987)

Sec. 54-15. - Variance procedures.

- (a) The zoning board of adjustments and appeals, as established by the city, shall hear and render judgment on requests for variances from the requirements of this chapter.
- (b) The zoning board of adjustments and appeals shall hear and render judgment on an appeal only when it is alleged that there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
- (c) Any person aggrieved by the decision of the zoning board of adjustments and appeals may appeal such decision in a court of competent jurisdiction.
- (d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historical Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this chapter.

- (f) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, provided the relevant factors in section 54-14(b) have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (g) Upon consideration of the factors noted above and the intent of this chapter, the zoning board of adjustments and appeals may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter (see section 54-2).
- (h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (i) Prerequisites for granting variances shall be as follows:
 - (1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (2) Variances shall only be issued upon:
 - a. Showing a good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (j) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that:
 - (1) The criteria outlined in subsections (a) through (i) of this section are met; and
 - (2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Code 1969, § 13½-10; Ord. No. 87-13, § 10, 5-5-1987)

Sec. 54-16. - Standards.

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are

designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Code 1969, § 13½-11; Ord. No. 87-13, § 11, 5-5-1987)

Sec. 54-17. - Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in sections 54-6, 54-13(8), or 54-18(d), the following provisions are required:

- (1) *Residential construction.* New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to or above the base flood elevation. A registered professional engineer or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection, as proposed in section 54-14(a)(1), is satisfied.
- (2) *Nonresidential construction.* New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to or above the base flood level or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting any hydrodynamic loads and effects of buoyancy. A registered professional engineer shall develop and/or review structural design specifications and plans for construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice, as outlined in this subsection. A record of such certification, which shall include the specific elevation (in relation to mean sea level) to which such structures are floodproofed, shall be maintained by the floodplain administrator.
- (3) *Enclosures.* New construction and substantial improvements with fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 - a. A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices, provided they permit the automatic entry and exit of floodwaters.
- (4) *Manufactured homes.*
 - a. All manufactured homes to be placed within zone A are required to be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 - b. All manufactured homes shall be in compliance with subsection (1) of this section.

- c. Require that all manufactured homes to be placed or substantially improved within zones A1-30, AH and AE on the community's FIRM be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the flood elevation; and be securely anchored to an adequately anchored foundation system in accordance with the provisions of this subsection.

(Code 1969, § 13½-12; Ord. No. 87-13, § 12, 5-5-1987)

Sec. 54-18. - Standards for subdivision proposals.

- (a) All subdivision proposals, including manufactured home parks and subdivisions, shall be consistent with sections 54-2 and 54-4.
- (b) All proposals for the development of subdivisions including manufactured home parks and subdivisions shall meet development permit requirements of section 54-7, section 54-14 and sections 54-16—54-19.
- (c) Base flood elevation data shall be generated for subdivision proposals and other proposed development, including manufactured home parks and subdivisions which is greater than 50 lots or five acres, whichever is lesser, if not otherwise provided pursuant to sections 54-6 or 54-13(8).
- (d) All subdivision proposals including manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (e) All subdivision proposals including manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Code 1969, § 13½-13; Ord. No. 87-13, § 13, 5-5-1987)

Sec. 54-19. - Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 54-6 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements or residential structures shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified).
- (2) All new construction and substantial improvements of nonresidential structures:
 - a. Shall have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two feet if no depth number is specified); or
 - b. Together with attendant utility and sanitary facilities, shall be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.
- (3) A registered professional engineer and/or land surveyor shall submit a certification to the floodplain administrator that the standards of section 54-14(a)(1), are satisfied.
- (4) Require within zone AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

(Code 1969, § 13½-14; Ord. No. 87-13, § 14, 5-5-1987)

Sec. 54-20. - Conflict with other ordinances.

Whenever the standards and specifications in this chapter conflict with those contained in any other chapter of this Code or ordinance of the city, the most stringent or restrictive provision shall govern.

(Code 1969, § 13½-15; Ord. No. 87-13, § 15, 5-5-1987)

Sec. 54-21. - Coordination with subdivision regulations.

- (a) It is the intent of this chapter that the review of the city's subdivision ordinance (appendix B to this Code) be carried out simultaneously with the review of the this chapter.
- (b) The plans required under this chapter must be submitted in a form which will satisfy the requirements of the city's subdivision ordinance (appendix B to this Code) for the preliminary and final plans required under these regulations.

(Code 1969, § 13½-16; Ord. No. 87-13, § 16, 5-5-1987)

Sec. 54-22. - Penalty.

Any person violating any provisions of this chapter within the corporate limits of the city shall be guilty of a misdemeanor and, upon conviction, shall be fined an amount not exceeding \$200.00. Each day such violation continues shall be a separate offense. Prosecution or conviction under this provision shall never be a bar to any other remedy or relief for violations of this chapter.

(Code 1969, § 13½-18; Ord. No. 87-13, § 18, 5-5-1987)

Sec. 54-23. - Establishment and funding of drainage capital projects fund.

- (a) A fund is hereby established, to be maintained by the finance department and separately maintained from the other funds of the city, to be designated the drainage capital projects fund (the DCP).
- (b) The DCP shall be accounted for as a separate capital project fund of the city.
- (c) Contributions may vary from year to year when the general fund has produced a surplus after payment of all operation and maintenance expenses, debt service, and required contributions to reserves, if any. Contributions shall be added to such Fund per the above criteria.
- (d) At the option of the city commission, other sources of surplus finds, including bond proceeds or grant revenue, if available, may be used to contribute to the fund.
- (e) Nothing in this section shall be construed to mean that any contribution to the fund is mandatory, but such will be solely at the discretion of the city commission.

(Ord. No. 2018-29, § 1, 9-18-2018)

Sec. 54-24. - Expenditures from the drainage capital projects fund; prohibited expenditures.

- (a) Withdrawals from the fund require the authorization of the city commission. At the time of withdrawal, a plan to replenish the fund over a reasonable time frame shall be adopted by the city

commission. The plan may or may not include a tax or rate increase, depending on the circumstances.

(b) Withdrawals from the Fund should be restricted to:

- (1) Pay for capital improvement projects as presented and approved within the drainage capital project (DCP) budget approved by the city commission for each fiscal year;
- (2) Make up for a severe shortfall in funds where projected revenues are not met, typically because of unexpected negative influence on revenue stream;
- (3) Pay for catastrophic repair events of such magnitude that the cost of such would initiate an unplanned tax or rate increase or a greater than planned tax or rate increase (i.e. increases that would not have been needed if such event had not occurred). At the time of any such withdrawal for (2) or (3), a plan to raise taxes and/or rates over a reasonable time period to a level sufficient to cover the ongoing cost of maintenance and operations should be presented to the commission and adopted.

(c) Withdrawal from the fund should not be allowed for the following reasons:

- (1) To make any expenditure not clearly and directly for an approved drainage improvement project.
- (2) To pay for expense made necessary as a result of growth, expansion, or enhancement of existing services or inflation.
- (3) For the addition of permanent personnel or equipment.

(Ord. No. 2018-29, § 2, 9-18-2018)

TWDB FIF - CATEGORY 3

HIDALGO COUNTY, TEXAS CITY OF WESLACO

CALCULATIONS OF WEGHTED AVERAGES

The following attachments show the calculated weighted averages for the following:

- AMHI – Annual Mean Household Income
- Unemployment
- Population Decline

Also attached is the Census Tract Area Map that was used for the Calculations.

HIDALGO COUNTY, TEXAS

City of Weslaco

WEIGHTED AVERAGE for Annual Mean Household Income (AMHI)

Census Tract	AMHI	Population	AMHI x Population
Block Group 2, Census Tract 225.02, Hidalgo County, Texas	\$49,545	1,479	\$ 73,277,055
Block Group 1, Census Tract 226, Hidalgo County, Texas	\$18,125	1,002	\$ 18,161,250
Block Group 2, Census Tract 226, Hidalgo County, Texas	\$28,359	930	\$ 26,373,870
Total		3,411	\$ 117,812,175
WEIGHTED AVERAGE = $\frac{\text{Total (AMHI x Population)}}{\text{Total (Population)}}$			\$ 34,539

Percentage of Weighted AMHI = $\frac{\text{Weighted Average AMHI}}{\text{Texas AMHI (\\$59,570)}}$	58.0%
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HIDALGO COUNTY, TEXAS

City of Weslaco

WEIGHTED AVERAGE for UNEMPLOYMENT

Census Tract	Population	Unemployment Rate	Unemployment Rate x Population
Block Group 2, Census Tract 225.02, Hidalgo County, Texas	1,356	1.04%	14.10
Block Group 1, Census Tract 226, Hidalgo County, Texas	682	3.08%	21.01
Block Group 2, Census Tract 226, Hidalgo County, Texas	1,527	5.47%	83.53
Total	3,565		118.63
WEIGHTED AVERAGE = $\frac{\text{Total (Unemployment Rate x Population)}}{\text{Total (Population)}}$			3.33%

HIDALGO COUNTY, TEXAS

City of Weslaco

Population Decline

Census Tract	Population 2014	Population 2018	Population 2018 - 2014
Block Group 2, Census Tract 225.02, Hidalgo County, Texas	1,356	1,479	123
Block Group 1, Census Tract 226, Hidalgo County, Texas	682	1,002	320
Block Group 2, Census Tract 226, Hidalgo County, Texas	1,527	930	-597
Total	3,565	3,411	-154
Population Decline			-4.3%



Texas Division of Emergency Management Disaster Finance, Recovery, Mitigation and Standards

Section 404 Hazard Mitigation Grant Program (HMGP) Application Introduction, Instruction, and Information

INTRODUCTION

The Hazard Mitigation Grant Program (HMGP) assists states and local communities in implementing long-term hazard mitigation measures following a major disaster. The funding for this program is based on a 75% federal and 25% local cost share. Further information concerning Texas' involvement in the HMGP can be found in the current Texas Division of Emergency Management (TDEM) Hazard Mitigation Grant Administrative Plan.

If you require technical assistance with this application, or to request a copy of the current TDEM Hazard Mitigation Grant Program Administrative Plan please contact Texas Division of Emergency Management, Disaster Finance, Recovery, Mitigation and Standards (TDEM/DFRMS), Mitigation Section at (512) 377-0023 or TDEM-Mitigation@dps.texas.gov.

INSTRUCTIONS

The application and attachments can be found on the following website:

<https://grants.dps.texas.gov/>

Please complete ALL sections and provide the documents requested. All questions must be answered completely and accurately. TDEM and the Federal Emergency Management Administration (FEMA) staff reviewing the application will not be familiar with your community, the specific project area, and the need for the proposed project. Therefore, it is the responsibility of the applicants to ensure the application addresses all of the questions and requirements. This is particularly important given the competitive nature of the grant program. If you are unsure as to the meaning of a particular question, contact TDEM for clarification.

ELIGIBILITY

TDEM, as the grantee, is responsible for ensuring applicants meet the eligibility requirements and projects are eligible for HMGP funding.

Applicant Eligibility:

1. HMGP projects must be from an eligible applicant. (i.e., Municipality, City, County, Special District, Tribe, Eligible Nonprofit Agency, or Organization).
2. Applicant must have an approved hazard mitigation plan. For private non-profit organizations, the community where the project is located must have an adopted plan.

Project Eligibility:

1. Projects cannot be retroactively funded through HMGP. Therefore, projects already in progress or completed will not be considered.
2. HMGP projects must comply with the FEMA approved state and applicable local hazard mitigation plan.
3. HMGP projects must meet all applicable codes and standards for the project locale (i.e., construction, public notifications, etc.).
4. HMGP projects must have a direct beneficial impact upon the designated disaster area, whether or not the project is located in the designated area.
5. HMGP projects must comply with 44 Code of Federal Regulations (CFR) part 9, Floodplain Management and Protection of Wetlands and 44 CFR, part 10, Environmental Considerations.
6. HMGP projects must solve a problem independently or constitute a functional portion of a solution where there is assurance that the project as a whole will be completed. Projects that merely identify or analyze hazards or problems are not eligible.
7. HMGP projects must be cost effective and substantially reduce the risk of future damage, hardship, loss, or suffering resulting from a major disaster.
8. HMGP projects must provide the best solution. Sub-applicants must demonstrate that after consideration of a range of options for the mitigation measure, it has been determined that the proposed project is the most practical, effective, and environmentally sound solution.

Project Eligibility - Continued

9. HMGP projects must contribute to a long-term solution that is the most practicable. Ideally, it should integrate hazard mitigation principles with existing programs and overall community planning.
10. HMGP projects must consider long-term effects. Projects should address, when applicable, long-term changes to the areas and entities it protects, and ensure manageable future maintenance and modification requirements.
11. HMGP projects must address a problem that has been repetitive or that possesses a significant risk if left unsolved.
12. HMGP projects must cost less than the anticipated value of the reduction in both direct damage and subsequent negative impacts to the area if future disasters occur.

ATTACHMENTS

Below are the attachments related to this application. You can access the attachments by clicking the paper clip symbol on the left side of the form (see image below).



Attachment List

1. Budget Worksheet
2. Budget Worksheet Instructions
3. Designation of Subrecipient Agent (DSA) Form (Note: See Grant Management System for additional information below)
4. Environmental Historical Preservation (EHP) Checklist
5. FEMA Benefit Cost Analysis (BCA) Toolkit Instructions to Install
6. Property Site Inventory Worksheet (*Required for Acquisition, Elevation, and Mitigation Reconstruction projects*)
7. Three SF424 Forms (SF424-Application for Federal Assistance, SF424B-Non-Construction Assurances and SF424D-Construction Assurances)
8. FEMA Form Certifications Regarding Lobbying
9. FEMA Form Disclosure of Lobbying Activities

REQUIRED DOCUMENTATION

Below is the minimum required documentation that must be submitted with the application.

Note: **This is not an all inclusive list** since requirements may vary depending on project type and the sub-applicant.

1. Application (with supporting documents used for additional space or to clarify answers)
2. Map(s), Photo(s), Drawing(s), etc. as required in the application
3. EHP Checklist
4. FEMA Insurance Rate Map (FIRM) per the EHP Checklist
5. Supporting Documentation per EHP Checklist
6. Budget Worksheet
7. Property Site Inventory Worksheet (*Required for Acquisition, Elevation and Mitigation Reconstruction projects*)
8. BCA zip file
9. Certification and Signature of Authorized Agent (page 10 of the application)
10. Floodplain Manager Authorization Form (page 11 of the application)
11. DSA Form
12. All three SF424 forms (SF424, SF424B and SF424D)
13. FEMA Form Certifications Regarding Lobbying (also includes Debarment, Suspension and Other Responsibility Matters; and Drug Free Workplace Requirements)
14. FEMA Form Disclosure of Lobbying Activities (Complete to disclose lobbying activities pursuant to 31U.S.C.1352)

GRANT MANAGEMENT SYSTEM (GMS)

The Division of Emergency Management uses the GMS on-line system to manage the HMGP and other FEMA grant programs. For more information and to register for access please visit <https://grants.dps.texas.gov/index.cfm>.

Note: The DSA Form provides the information needed to set up the contact information in the system.



Texas Division of Emergency Management Disaster Finance, Recovery, Mitigation and Standards

Section 404 Hazard Mitigation Grant Program (HMGP) Application Form

Disaster Declaration #: FEMA-4377-DR-TX

Declaration Date: July 31, 2018

SUB-APPLICANT INFORMATION

Name of Sub-applicant Organization/Agency: City of Weslaco

Address: 255 S. Kansas Ave.

City: Weslaco County: Hidalgo State: TX Zip: 78596

Primary Contact Name: Mike R. Perez Title: City Manager

Email: mrperez@weslacotx.gov Office Phone: (956) 968-3181 Cell: _____

Secondary Contact Name: Andrew Munoz Title: Asst. City Manager

Email: amunoz@weslacotx.gov Office Phone: (956) 969-0291 Cell: (956) 587-2455

Check One:

☐ State Government ☒ Local Government ☐ Federally Recognized Tribe ☐ Private Non-Profit

Tax ID #: 174-60025442

DUNS #: 0802564490000

FIPS Code: 48215

(Data Universal Numbering System)

State Legislative House District(s): 17 State Legislative Senate District(s): 21

Congressional House District(s): 15

National Flood Insurance Program (NFIP) Community Identification #: 480349

(This number can be obtained from the FIRM map for your area)

NFIP Community Rating System Class # (if available): N/A

PROJECT INFORMATION

Project Title: Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park-Phase 1

Application Type: (select from the following)

☐ Standard HMGP ☐ 5% Initiative ☐ Planning ☒ Phased Project

Project Type: (select from the following)

☐ Acquisition ☐ Elevation ☐ Residential Saferoom ☐ Community Saferoom
☒ Drainage ☐ Generator ☐ Wildfire ☐ Structural Retrofit
☐ Other: _____

Hazards to be Mitigated: (select from the following)

☒ Flood ☐ Wind ☐ Wildfire ☐ Subsidence ☐ Storm Surge
☐ Other: _____

Note: A Property Site Inventory Worksheet (see attached) is required for Acquisition, Elevation, and Mitigation Reconstruction projects)

SCOPE OF WORK**Project Description:**

Description must include: what hazard(s) the project will address, type of project (drainage, safe room, fuel reduction, buy-out, etc., and/or infrastructure), step by step description of the major elements of the project (contracting, construction elements, close-out, etc.), and how the project will be accomplished by the end of the 36 month period of performance (PoP). Attach extra pages as necessary.

Introduction:

This Drainage project is needed to address the flooding hazard that exists in the area south of Interstate 2, north of Business 83, and centered along Texas Boulevard in Weslaco, Texas. This project is proposed to be done in phases, with the first Phase providing for the engineering design.

Generally, the project area is bounded by North Westgate Drive on the west, South Pleasantview Drive on the east, West Expressway 83 on the north and East Business 83 on the south. An existing storm drain system that moves the storm water from the surrounding neighborhoods into a channel near Mayor Pablo Peña Park. The current system cannot contain the runoff through the storm drain system for a 10-year event. The hydrologic and hydraulic model for this system shows that for a 100-year event, 1,417 houses are in the floodplain.

Background:

The project area has been subject to repetitive flooding. The most recent severe storms that caused flooding to occur happened on June 20 - 22, 2018, with storm waters remaining in the area for the next three days. FEMA declared Disaster DR-4377 as a result of this storm on July 6, 2018. A model of the existing drainage system was developed for this area using InfoWorks Integrated Catchment Models (ICM) software that integrates hydrologic analysis with a 2D mesh. The benefit of using a fully integrated 2D hydraulic model is to simulate an accurate representation of how the hydrology (storm water volume) interacts with the hydraulics (drainage conveyance system) within one model. The InfoWorks ICM model was used to identify the location and severity of flooding in areas under existing conditions and to evaluate potential solutions to reduce flooding. Halff modeled the proposed improvements in the ICM software to evaluate the effects of the improvements and made adjustments to the proposed design to achieve maximum benefit. The resulting proposed conditions analysis provides the City of Weslaco with a model-backed project approach that identifies the most crucial and immediate needs for the area of concern. The proposed improvements would completely remove 580 structures from the 100-year floodplain and benefit over 900 structures.

Project Description:

In order to mitigate the flooding hazard to the 1,417 residential structures in the project area affected by the June 2018 storm, the following project is proposed. The proposed project includes the installation of new storm drain conveyance systems, drainage outfall and control structures, channel improvements, construction of a new outfall channel, and the construction of several storm water detention facilities as shown on the Site Plan Attached. Phase I of this project provides for the engineering design of the needed improvements.

Schedule:

Phase 1 of this project is planned to be completed within 6 months, which is less than the required thirty-six (36) month time line.

Project Objectives - Problem Solutions/Hazard Reduction:

Description must include: how the project will independently solve the problem, the level of protection provided by the project, how the project will increase the level of protection to the citizens and/or properties, the number of people and properties that will directly benefit from the project, and how the project will ultimately reduce the costs associated with recovery from future disasters. Attach extra pages as necessary.

In June of 2018, the lower Rio Grande Valley experienced a devastating flood event. Heavy rainfalls saturated the soils and filled the drainage outfall system of Hidalgo and Willacy Counties. The cities of Mercedes and Weslaco reported as much as 18 inches of total rainfall and possibly had over 11 inches fall in an 8-hour period.

The proposed project would mitigate the 100-year storm and remove 580 structures from the 100-year floodplain. The subdivisions located in the project area are lower than the surrounding area. The only solution for this project area that is subject to chronic flooding during a heavy rain event is to develop a large detention pond system, install a new storm drain system and improve the existing system, and widen the drainage channel adjacent to the pond to increase conveyance of the stormwater. The pond and channel improvements will increase runoff storage, relieving the surrounding neighborhoods from flooding. The proposed storm drain system will capture stormwater runoff in low areas of the neighborhood, reducing subdivision flooding. This proposed project indicates a positive benefit to cost ratio.

The ICM model done for this project shows implementation of the proposed project would remove 580 structures from the 100 year floodplain and is estimated to have a benefit cost ratio greater than 1.5. The BCA ToolKit limited the number of structures that could be evaluated. Thus only 725 structures were used to compute the BCA. With a average household size of 3.15 (according to US Census Bureau estimates for July 1, 2018), this represents a population of 1,827 people.

Project Objectives - Outcome, Level of Effort and Milestones:

Description must include: major milestones for the project (contracting complete, final engineering/design complete, mobilization for construction, construction phase(s), activities associated with these steps, percentage of total project budget or dollar amounts associated with these steps. Attach extra pages as necessary.

Project Milestones

Engineering Consultant Solicitation	0% Complete	Advertisement to begin August 2019.
Engineering Design	0% Complete	To begin October 2019, anticipated completion April 2020
ROW Acquisition	0% Complete	Dependent on funding
Agency Review and Permitting	0% Complete	To begin December 2019;
Bidding	0% Complete	Dependent on funding
Construction	0% Complete	Dependent on funding

Milestones/Timeline:

List the major milestones (e.g. designing, engineering, permitting, etc.) for the project by providing an estimated timeline for the critical activities not to exceed a 36 months. These milestones should correspond with the Project Objective description above and budget. For the Starting Month column below, please enter the month (1 through 24) you will begin this milestone once you receive your award (i.e. Month 1 would be the same month as your performance period start date, Month 36 is the last month of your performance period.) For the Mos. to Complete column, please enter the number of months it will take to complete the milestone. (See examples below)

	Milestone	Starting Month	Est. Mos. to Complete
1.	Advertising	Month 1	2 months
2.	Engineering Design	Month 3	6 1/2 months
3.		Month #	# Mos to Comp
4.		Month #	# Mos to Comp
5.		Month #	# Mos to Comp
6.		Month #	# Mos to Comp
7.		Month #	# Mos to Comp
8.		Month #	# Mos to Comp
9.		Month #	# Mos to Comp
10.		Month #	# Mos to Comp

Project Objectives - Project Staff and Management:

Description must include: how the sub-applicant will organize and manage the project to ensure successful completion within the project period of performance, a brief description of all staff associated with the project by position and what their role and responsibilities are for completing the project within the period of performance. Attach extra pages as necessary.

Andrew Munoz, Assistant City Manager for the City of Weslaco will oversee the projects from start to finish. Under his leadership will be the City Engineer, Ben Worsham, PE. The City of Weslaco Engineering Department will be heavily engaged during the design and construction phase to ensure the proper protocol is being followed to meet the Grant Requirements. The City of Weslaco will utilize their engineering consultant to implement the design for the proposed projects to prepare them to be locally bid. The engineering consultant will assist the City Engineer during the bidding and construction phase.

Damage History - Overview of Past Damage:
Provide a detailed past history of damages in the project area including approximate costs. Include information for Presidential or Federal level disasters as well as State or local level declarations. Attach any supporting documents. Costs should include damages to structures and infrastructure in the project area as a result of the hazard. Additional costs should include the cost to the local government to respond to victims of the hazard in the project area, any interruption to local businesses, losses of public services, and costs for temporary housing of the affected population, etc. **This section helps demonstrate the need for the project.**

Note: Acquisition, Relocation, Elevation, or Demolition Project:
Complete a listing of specific damages to each property on a separate spreadsheet and include as an attachment.

Date	Level of Event	Type or Extent of Damage	Total Cost of Damage
	Severe Storms and Flooding	Flooding - homes & business	
	Severe Storms and Flooding	Flooding - homes & business	

Project Location:
Fully describe the location of the proposed project. Describe the area and/or population affected or protected by this project. Include the location if possible (street address with numbers or neighborhood, city, county with zip codes, Lot, Block or Survey). Provide GPS reading (Lat/Long) of the project site in degrees decimal minutes to 5 places if possible (i.e.: 30.326958 / -97.724750). Attach a separate spreadsheet for multiple latitude/longitude coordinates and descriptions as needed.

Latitude: 26.16490 **Longitude:** -97.97550

Description:

The project area is bounded by North Westgate Drive on the west, South Pleasantview Drive on the east, West Expressway 83 on the north and East Business 83 on the south. This project removes 580 homes from the modeled 100 year floodplain. With a average household size of 3.15 (according to US Census Bureau estimates for July 1, 2018), this represents a population of 1,827 people.

Population and Structures Affected by Project:
Indicate the approximate number of people affected by this project to include residents, customers, commuters, or visitors, etc. Provide the number of each type of structure (listed below) in the project area. Include all structures directly affected in project area.

1,827

Number of people affected

580

Number of residential properties

0

Number of businesses / commercial properties

0

Number of public buildings

0

Number of schools

0

Number of hospitals / medical clinics

Other (List):

MAPS

Two maps must be provided with your application. One must show the general location of the project site and the other must show the specific project site. In certain cases when there are no maps available, substitute with an overview photo, drawing or sketch. Ensure it is legible, shows magnetic north, and has major landmarks noted for orientation.

Map Depicting Project Site: (check the boxes to indicate what type of maps are attached)

- ☒ City, County, or District scale map showing the entire project area with the project site and structures marked on the map.
- ☒ USGS 1:24,000 topographical map with project site marked on the map. (Map depicting relationship to existing features – natural and otherwise)
1. Rivers, lakes, streams, wetlands, saltwater, etc.
 2. Geologic features, steep slopes, unstable areas
 3. Roads, bridges, buildings, etc.

- ☐ **For acquisition or elevation projects**, include a copy of the Parcel Map (Tax Map, Property Identification Map, etc). with each property in the project clearly marked on the map. **Use SAME ID number as in the Property Site Inventory Worksheet.**

NOTE: On one or both of the maps and depending on the type of project, you may depict multiple requirements that are listed below, instead of a separate map for each.

Photos, Sketches, Drawings, Engineer Designs, etc:

These help clarify the project setting and the potential impacts of the project on the environment (soils, vegetation, hydrology, wildlife) and they assist in understanding the written description of the project, especially if contours and elevations are provided. The photographs should be representative of the project area, including any relevant streams, creeks, rivers, drainage areas, etc; which affect the project site or will be affected by the project. If photos are provided, then FEMA may not need to conduct a site visit, thereby, reducing the review time. Include ALL engineering calculations and quantity determinations for this project. These are in addition to any map substitutions. Please check the box below for the items you are attaching to your application, if any:

- | | |
|--|--|
| ☐ Photographs | ☐ Engineering Designs (including calculation and quantity determinations) |
| ☐ Sketches/Drawings | ☐ Other |

ENVIRONMENTAL HISTORICAL PRESERVATION (EHP) COMPLIANCE

Please complete the EHP Checklist (see attachment) and include in the application submission.

As a Federal agency, the Department of Homeland Security (DHS) / Federal Emergency Management Agency (FEMA) is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws, and Executive Orders, as applicable. Grant recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities (including installation of equipment), or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. More information about the EHP requirement can be found at the following links:

<https://www.fema.gov/environmental-planning-and-historic-preservation-compliance>

<https://www.fema.gov/media-library/assets/documents/26621>

Maps will also be required for this portion of the application. If you have photos, sketches, drawings, engineer designs, etc. that will help clarify the project location and structures, please be sure to include them with your application.

BUDGET INFORMATION

Please complete the Budget Worksheet attachment by following the attached "Budget Worksheet Instructions". You can access the attachment by clicking on the paper clip on the left side of the form.

Once the budget has been completed, provide the following information from the worksheet:

(Note: Enter numbers only (no \$ or comma's) as the fields is automatically formatted)

Total Project Costs:	<u>\$ 1,752,462.00</u>
Applicants Cost Share:	<u>\$ 438,116.00</u>
Federal Amount:	<u>\$ 1,314,346.00</u>

Reminder: Applicant must include the Budget Worksheet when submitting the application

BENEFIT COST ANALYSIS

Applicants must demonstrate mitigation projects are cost effective. The Benefit Cost Tool Version 5.3 is used to perform benefit cost analysis for applications submitted under FEMA's Hazard Mitigation Assistance Grant Programs. To use this tool, you must first download the file from the website (see link below). If you have any questions about the new BCA software program, please contact the BC Helpline at bchelp@dhhs.gov or at 1-855-540-6744.

<https://www.fema.gov/media-library/assets/documents/128334>

Once the BCA has been completed, provide following information from the BCA:

(Note: Enter numbers only (no \$ or comma's) as the fields is automatically formatted)

Total Project Cost:	<u>\$ 20,204,644.00</u>
Total Value of Project Benefits:	<u>\$ 27,502,044.00</u>
Benefit Cost Ratio:	<u>1.36</u>

Reminder: Applicant must include a zip file of the BCA when submitting the application

BCA Exceptions

- **Acquisition Projects** - The acquisition of structures that are declared Substantially Damaged (from any origin) and located in a riverine Special Flood Hazard Area (SFHA) on a preliminary or effective FIRM is considered cost effective.
- **Residential Safe Room Projects** - The pre-calculated benefit provides standardized Benefit-Cost Analysis (BCA) benefit values associated with residential safe rooms so that individual BCAs are not required, as long as the project costs do not exceed \$5,421.32 (in Texas).
- **Acquisition and Elevation Projects** - The national average for benefits for acquisition and elevation projects is \$276,000 for acquisition projects and \$175,000 for elevation projects. **FEMA determined the acquisition or elevation of a structure located in the 100-year floodplain for which costs are equal to or less than the amount of benefits noted above is cost effective.** For projects that contain multiple structures, the average cost of all structures in the project must meet this criterion. There is no need for recipients to conduct a separate BCA for a structure that meets this criterion.
- A wind retrofit project is considered cost effective as long as the total project costs are less than the costs listed below:

<u>Mitigation Package Type</u>	<u>Roof Replacement Project</u>	<u>Maximum Costs</u>
Intermediate Protection	No	\$13,153
Intermediate Protection	Yes	\$24,920
Advanced Protection	No	\$40,252
Advanced Protection	Yes	\$52,018

CERTIFICATION AND SIGNATURE OF AUTHORIZED AGENT FORM

The Chief Elected Official (jurisdiction) or Executive Director (non-jursdiction) must certify the following statements before the project listed below will be considered for Hazard Mitigation Grant Program (HMGP) funding.

Name of Sub-Applicant (jurisdiction/non-jurisdiction) Identified in the Application:

(auto-populated from the first page of the application)

City of Weslaco

Project Titles Identified in the Application:

(auto-populated from the first page of the application)

Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park-Phase 1

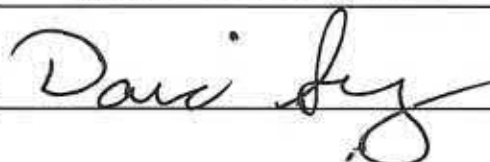
To certify, please check the boxes and sign below:

- ☒ The undersigned will ensure all State and Federal requirements related to the HMGP funding are fulfilled.
- ☒ The undersigned understands that the jurisdiction/non-jursdiction applying for this grant is liable for the required matching funds (local share) related to the project listed above.
- ☒ The undersigned has reviewed and approved the project and information contained in the application.

Signature of the Authorized Agent

Name: DAVID SUAREZ

Title: MAYOR - CITY OF WESLACO

Signature:  Date: 5/29/19

FLOODPLAIN MANAGER AUTHORIZATION FORM

Please provide the following information for the designated Floodplain Manager for the project listed below.

Date: 05/28/19

Sub-Applicant: City of Weslaco

Disaster Declaration: FEMA 4377-DR-TX

Project Title: Kansas and Los Torritos Drainage Improvements to Mayor Pablo Pena Park-Phase 1

Project Number (if known): _____

Floodplain Manager Contact Information:

Name: Rebekah M. De La Fuente Title: Senior Planner

Organization: City of Weslaco

Address: 255 S. Kansas Ave.

City: Weslaco State: TX Zip: 78596

Email: rdela Fuente@weslacotx.gov Office Phone: (956) 447-3401 Cell: _____

Floodplain Manager Certification Information:

CFM Certification Number: 3275-17N

If not a CFM, please enter the date of attendance for:

CFM - 1 Week Course: _____

Floodplain 101 Course: _____

Certification:

By signing below, the above Floodplain Manager is authorized to represent and act on behalf of the sub-applicant in all floodplain matters related to the project and grant listed above



Signature of Authorized Official/Project Officer

05/28/19

Date

Rebekah M. De La Fuente

Printed Name

Senior Planner

Title

Please submit completed form(s) with the application email as an attachment.

SUBMITTAL INSTRUCTIONS:

- Review the application and ensure all questions are answered and all documents are attached. Below is the minimum required documentation. **Note:** This is not an all inclusive list since requirements may vary depending on project type and the subgrantee.

1. Application (with supporting documents used for additional space or to clarify answers)
2. Map(s), Photo(s), Drawing(s), etc. as required in the application
3. EHP Checklist
4. FIRM Map(s) per the EHP Checklist
5. Supporting Documentation per EHP Checklist
6. Budget Worksheet
7. Property Site Inventory Worksheet (*Required for Acquisition, Elevation, and Mitigation Reconstruction projects*)
8. BCA zip file
9. Certification and Signature of Authorized Agent (page 10 of the application)
10. Floodplain Manager Authorization Form (page 11 of the application)
11. DSA Form
12. All three SF424 forms (SF424, SF424B and SF424D)

- Upon completion of the application, save your file by clicking the Save As button below and name your file with the following structure:

Disaster# Grant - Jurisdiction/Organization Name - Project Type

Example: 4377 HMGP - Test, City of - Generator

Save As

- Submit completed application via email by clicking on this link: TDEM-Mitigation@dps.texas.gov

TWDB FIF - CATEGORY 3

HIDALGO COUNTY, TEXAS CITY OF WESLACO

DESCRIPTION OF ANTICIPATED FUNDING SOURCES

Funding sources were anticipated for the operations and maintenance of this project and are part of the City's annual budget. The City of Weslaco is committed to maintaining this project and will augment the Drain Ditch Maintenance budget annually to include a line item for maintenance of this project.

Budget Report

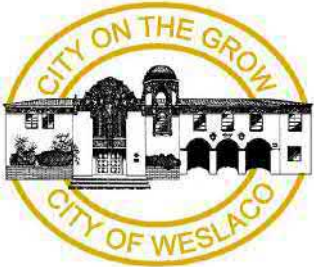
For Fiscal: 2019-2020 Period Ending: 06/30/2020

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Department: 5307 - DRAIN DITCH MAINTENANCE							
Category: 51 - Personal services							
<u>101-5307-510020</u>	NON-EXEMPT WAGES	392,745.00	392,745.00	15,251.46	256,031.62	136,713.38	34.81 %
<u>101-5307-510080</u>	OVERTIME	10,000.00	10,000.00	25.20	8,929.62	1,070.38	10.70 %
<u>101-5307-511100</u>	GROUP HEALTH INSURANCE	71,246.00	71,246.00	0.00	45,200.87	26,045.13	36.56 %
<u>101-5307-511120</u>	PENSION CONTRIBUTION	35,037.00	35,037.00	1,329.08	22,625.21	12,411.79	35.42 %
<u>101-5307-511140</u>	FICA TAX	25,075.00	25,075.00	937.43	16,273.29	8,801.71	35.10 %
<u>101-5307-511150</u>	MEDICARE TAX	5,745.00	5,745.00	219.23	3,806.06	1,938.94	33.75 %
<u>101-5307-511160</u>	WORKERS COMP INSURANCE	22,544.00	22,544.00	0.00	6,984.92	15,559.08	69.02 %
<u>101-5307-511180</u>	UNEMPLOYMENT TAX	3,500.00	3,500.00	12.89	2,009.71	1,490.29	42.58 %
Category: 51 - Personal services Total:		565,892.00	565,892.00	17,775.29	361,861.30	204,030.70	36.05 %
Category: 52 - Other charges							
<u>101-5307-522043</u>	TRAVEL AND TRAINING	0.00	0.00	0.00	507.00	-507.00	0.00 %
<u>101-5307-522095</u>	SPECIAL PROJECTS	12,000.00	12,000.00	0.00	5,666.74	6,333.26	52.78 %
<u>101-5307-522625</u>	MAINT-TOOLS & EQUIP	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>101-5307-522628</u>	MAINT-OTHER	1,000.00	1,000.00	0.00	319.24	680.76	68.08 %
<u>101-5307-522634</u>	MAINT-MACHINERY	55,000.00	55,000.00	0.00	53,058.89	1,941.11	3.53 %
<u>101-5307-522636</u>	MAINT-VEHICLES	20,000.00	20,000.00	0.00	14,377.12	5,622.88	28.11 %
<u>101-5307-522810</u>	OTHER SERVICES	1,400.00	1,400.00	0.00	539.00	861.00	61.50 %
Category: 52 - Other charges Total:		89,900.00	89,900.00	0.00	74,467.99	15,432.01	17.17 %
Category: 53 - Contractual services							
<u>101-5307-533034</u>	STORM WATER PROJECT	0.00	0.00	0.00	15,976.00	-15,976.00	0.00 %
Category: 53 - Contractual services Total:		0.00	0.00	0.00	15,976.00	-15,976.00	0.00 %
Category: 54 - Supplies							
<u>101-5307-544012</u>	CLOTHING & LINENS	9,100.00	9,100.00	0.00	6,558.79	2,541.21	27.93 %
<u>101-5307-544016</u>	MOTOR FUEL & LUBE	25,000.00	25,000.00	0.00	25,685.28	-685.28	-2.74 %
<u>101-5307-544020</u>	MINOR TOOLS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<u>101-5307-544045</u>	OTHER SUPPLIES	9,000.00	9,000.00	0.00	6,556.83	2,443.17	27.15 %
Category: 54 - Supplies Total:		44,600.00	44,600.00	0.00	38,800.90	5,799.10	13.00 %
Category: 55 - Capital outlay							
<u>101-5307-550100</u>	CAPITAL OUTLAY	18,200.00	18,200.00	0.00	14,372.37	3,827.63	21.03 %
<u>101-5307-550110</u>	EQUIPMENT/OFFICE FURNITURE	0.00	0.00	0.00	66.25	-66.25	0.00 %
Category: 55 - Capital outlay Total:		18,200.00	18,200.00	0.00	14,438.62	3,761.38	20.67 %
Department: 5307 - DRAIN DITCH MAINTENANCE Total:		718,592.00	718,592.00	17,775.29	505,544.81	213,047.19	29.65 %

STORM EVENT	EXISTING STRUCTURES IN FLOODPLAIN	PROPOSED STRUCTURES IN FLOODPLAIN	AVERAGE WSE REDUCTION	TOTAL STRUCTURES REMOVED
10	634	534	0.72"	100
50	1057	910	2.04"	147
100	1217	1058	2.76"	159
500	1545	1385	3.24"	160

**Assuming 8" foundation for all structures in the project area

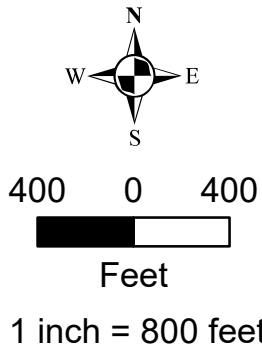
Attachment RFI #2-2



City of Weslaco Storm Water Hazard Mitigation Grant

- NODES
- OPEN CHANNEL
- CULVERTS/CROSSINGS
- LINKS
- REMOVED STRUCTURE
- POND GRADING
- PROJECT 100-YEAR FP
- EXISTING 100-YEAR FP
- HCAD STRUCTURES
- PROJECT IMPROVEMENTS

PROJECT 3
100-Year Floodplain Map
EXHIBIT 12



NOTES:
LINE A: 8'x6' RCB, Junction Boxes, Curb Inlets, and Street Pavement Repairs.

- Approximate Length = 2,800 ft.
- Approximate Depth = 10 to 11 ft.
- Approximate Surface Area Width = 24 ft
- The 24 Type C Curb Inlets are located at low points along the streets in the vicinity of LINE A (Roughly every 300 ft).

HEADWALL: Headwall Structure at RCB Outfall into Ditch

- Approximate Existing Surface Elevation = 72 ft
- Approximate Proposed Elevation of Outfall Structure = 62 ft

DITCH: HCDD1 Channel No. 18B3

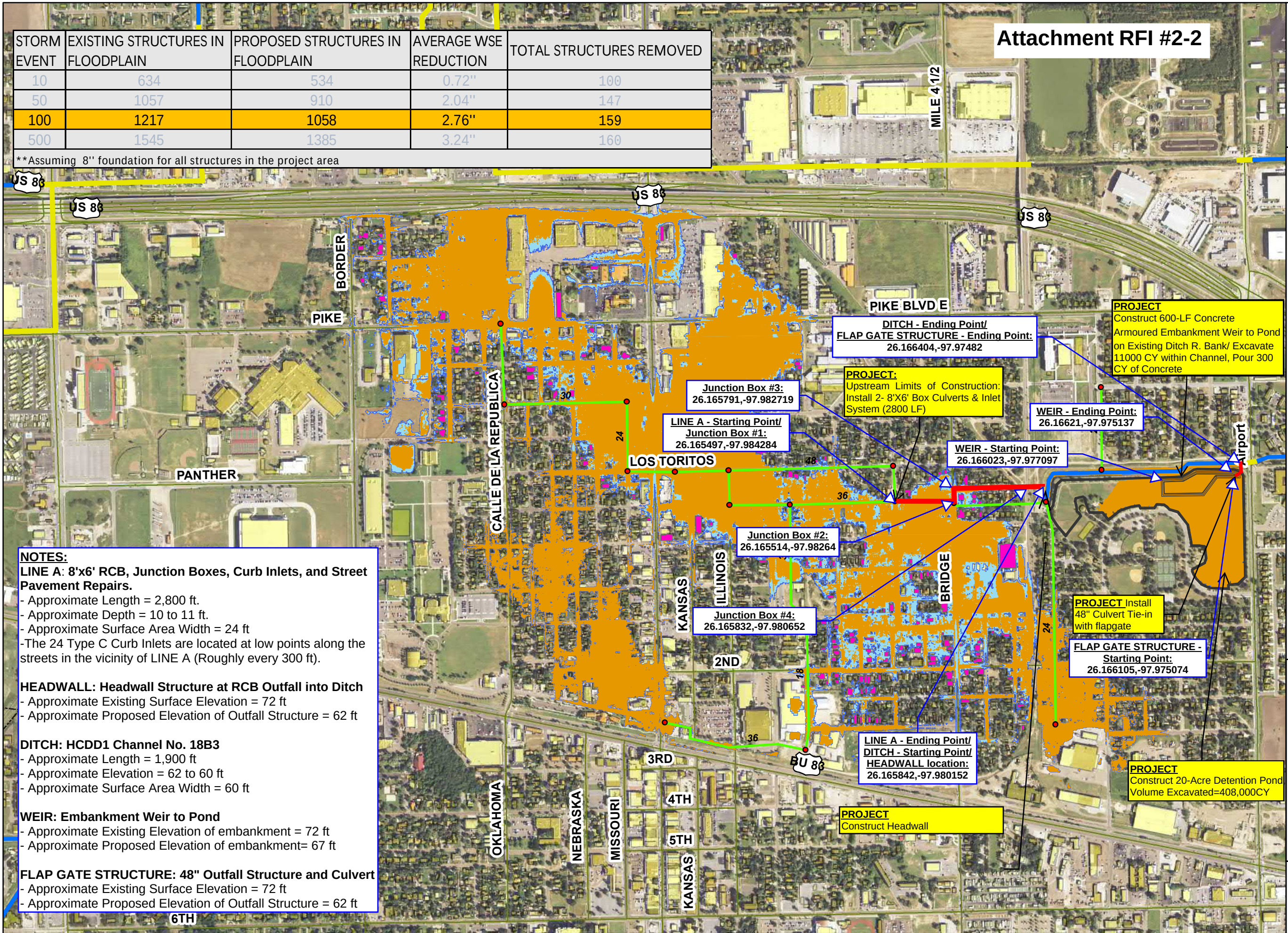
- Approximate Length = 1,900 ft
- Approximate Elevation = 62 to 60 ft
- Approximate Surface Area Width = 60 ft

WEIR: Embankment Weir to Pond

- Approximate Existing Elevation of embankment = 72 ft
- Approximate Proposed Elevation of embankment= 67 ft

FLAP GATE STRUCTURE: 48" Outfall Structure and Culvert

- Approximate Existing Surface Elevation = 72 ft
- Approximate Proposed Elevation of Outfall Structure = 62 ft



TWDB FIF - CATEGORY 3

HIDALGO COUNTY, TEXAS CITY OF WESLACO

LIST OF GEOGRAPHIES FOR SVI CALCULATION

The affected areas of the project are shown in the attached Census Map. They are as follows:

- Census Tract 225.02, Block Group 2
- Census Tract 226, Block Group 1
- Census Tract 226, Block Group 2

The SVI was provided by the CDC SVI Interactive Map for the year 2016 which is the latest year shown in the map. The map only shows the SVI for the Tracts and not for the individual Groups of the Tracts. The following Tracts were used for the weighted calculation:

- Census Tract 225.02
- Census Tract 226

The Calculations are on the following attached sheet.

HIDALGO COUNTY, TEXAS

City of Weslaco

WEIGHTED AVERAGE for Social Vulnerability Index (SVI)

Census Tract	SVI	Population	SVI x Population
Census Tract 225.02, Hidalgo County, Texas	0.9364	5,667	5306.58
Census Tract 226, Hidalgo County, Texas	0.8552	1,932	1652.25
Total		7,599	6,958.83
WEIGHTED SVI = $\frac{\text{Total (SVI x Population)}}{\text{Total (Population)}}$			0.9158



FEMA

Texas Severe Storms And Flooding (DR-4454)

Navigation

Search

Languages

Incident Period: June 24, 2019 - June 25, 2019

Major Disaster Declaration declared on July 17, 2019

Apply for Assistance (<https://www.disasterassistance.gov/>)

Texas Severe Storms
And Flooding (DR-
4454)
(/disaster/4454)

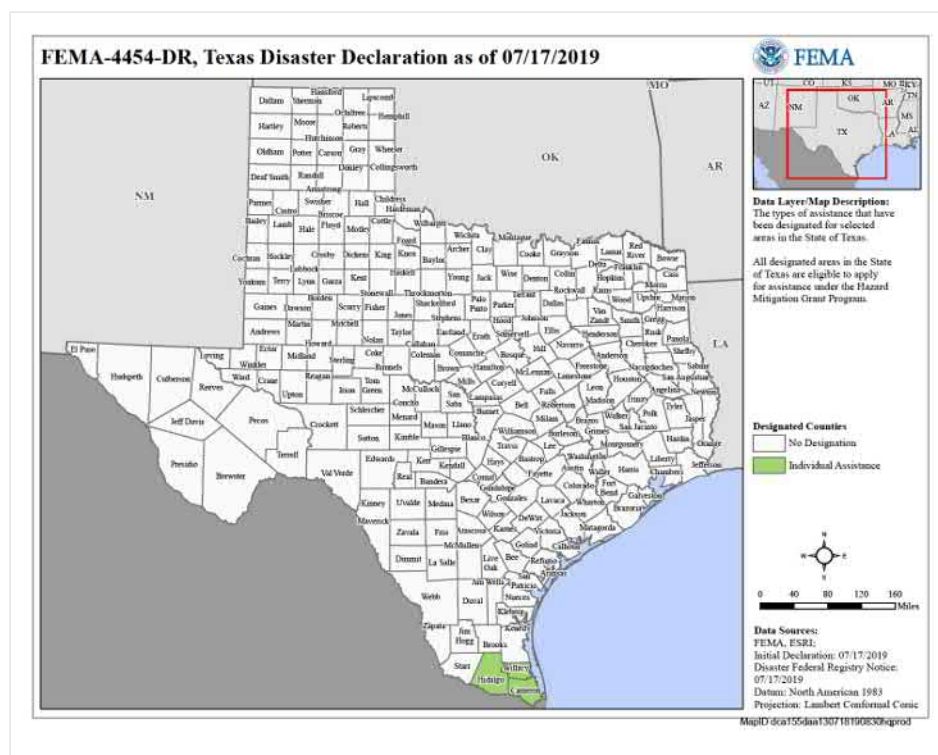
Designated Areas
(/disaster/4454/designated-
areas)

Disaster Federal
Register Notices
(/disaster/4454/notices)

Individual Assistance
Declaration Factors
(/individual-
assistance-
declaration-factors)

FOIA Statistics
(/disaster/4454/foia)

News
(/disaster/4454/updates-
blog-and-news)



[PDF of Map \(//gis.fema.gov/maps/dec_4454.pdf\)](https://gis.fema.gov/maps/dec_4454.pdf) [Google Earth \(//gis.fema.gov/maps/dec_4454.kmz\)](https://gis.fema.gov/maps/dec_4454.kmz) [Need help with this map? \(/webform/ask-question\)](https://webform.ask-question)

Individual Assistance Applications
Approved: 2,398

Total Individual & Households Program
Dollars Approved: \$12,864,402.13

Designated Counties (Individual Assistance):

Cameron, Hidalgo, Willacy

Additional Resources:

- [Referrals List \(https://www.fema.gov/media-library/assets/documents/181773\)](https://www.fema.gov/media-library/assets/documents/181773)

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 [Financial Assistance](#)

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[\(\(//www.usa.gov\) DisasterAssistance.gov](https://www.usa.gov/DisasterAssistance.gov)

[\(https://www.disasterassistance.gov/\)](https://www.disasterassistance.gov/)



[\(\(https://www.oig.dhs.gov/hotline\)](https://www.oig.dhs.gov/hotline)

 Official website of the Department of Homeland Security



FEMA (/)

Texas Severe Storms And Flooding (DR-4377)

Navigation

Search

Languages

Incident Period: June 19, 2018 - July 13, 2018

Major Disaster Declaration declared on July 06, 2018

Apply for Assistance (<https://www.disasterassistance.gov/>)

Texas Severe Storms
And Flooding (DR-
4377)
(/disaster/4377)

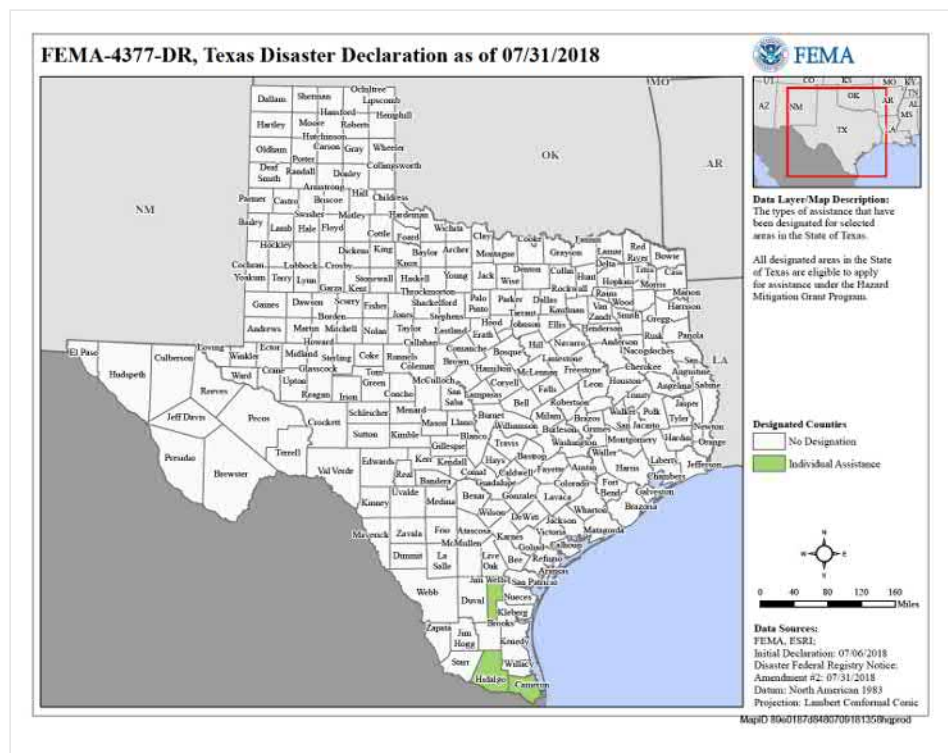
Designated Areas
(/disaster/4377/designated-
areas)

Disaster Federal
Register Notices
(/disaster/4377/notices)

Individual Assistance
Declaration Factors
(/individual-
assistance-
declaration-factors)

FOIA Statistics
(/disaster/4377/foia)

News
(/disaster/4377/updates-
blog-and-news)



[PDF of Map \(//gis.fema.gov/maps/dec_4377.pdf\)](https://gis.fema.gov/maps/dec_4377.pdf) [Google Earth \(//gis.fema.gov/maps/dec_4377.kmz\)](https://gis.fema.gov/maps/dec_4377.kmz) [Need help with this map? \(/webform/ask-question\)](https://webform.ask-question)

Individual Assistance Applications
Approved: 5,117

Total Individual & Households Program
Dollars Approved: \$30,651,039.60

Designated Counties (Individual Assistance):

Cameron, Hidalgo, Jim Wells

> Expand All Sections

> Financial Assistance

> Preliminary Damage Assessment Report

> Related Links

Last Updated: 2018-07-19 04:00



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[\(/https://www.oig.dhs.gov/hotline\)](https://www.oig.dhs.gov/hotline)

 Official website of the Department of Homeland Security



FEMA

Texas Hurricane Harvey (DR-4332)

[Navigation](#)
[Search](#)
[Languages](#)

Incident Period: August 23, 2017 - September 15, 2017

Major Disaster Declaration declared on August 25, 2017

Texas Hurricane Harvey (DR-4332)
[\(/disaster/4332/\)](/disaster/4332/)

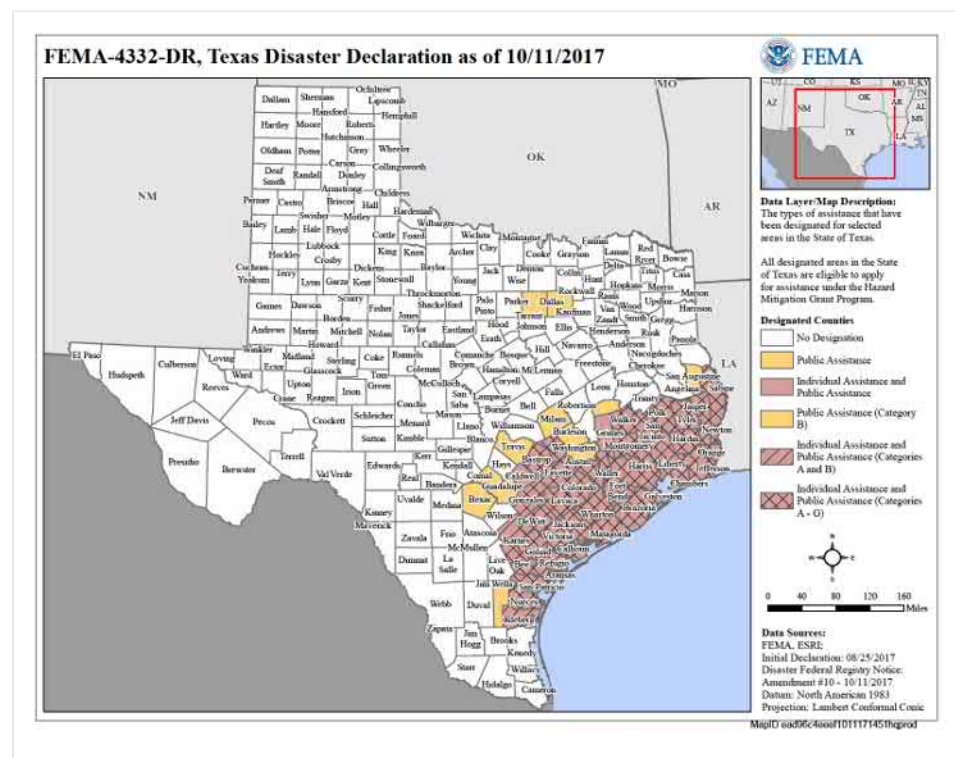
Designated Areas
[\(/disaster/4332/designated-areas/\)](/disaster/4332/designated-areas/)

Disaster Federal Register Notices
[\(/disaster/4332/notices/\)](/disaster/4332/notices/)

Individual Assistance Declaration Factors
[\(/individual-assistance-declaration-factors/\)](/individual-assistance-declaration-factors/)

FOIA Statistics
[\(/disaster/4332/foia/\)](/disaster/4332/foia/)

News
[\(/disaster/4332/updates-blog-and-news/\)](/disaster/4332/updates-blog-and-news/)



[PDF of Map \(//gis.fema.gov/maps/dec_4332.pdf\)](https://gis.fema.gov/maps/dec_4332.pdf) [Google Earth](#)
[\(/gis.fema.gov/maps/dec_4332.kmz\)](https://gis.fema.gov/maps/dec_4332.kmz) [Need help with this map?](#)
[\(/webform/ask-question/\)](/webform/ask-question/)

Individual Assistance Applications
 Approved: 373,150

Total Individual & Households Program
 Dollars Approved: \$1,656,894,979.68

Total Public Assistance Grants
 Dollars Obligated: \$2,165,352,483.27

Designated Counties (Individual Assistance):

Aransas, Austin, Bastrop, Bee, Brazoria, Caldwell, Calhoun, Chambers, Colorado, DeWitt, Fayette, Fort Bend, Galveston, Goliad, Gonzales, Grimes, Hardin, Harris, Jackson, Jasper, Jefferson, Karnes, Kleberg, Lavaca, Lee, Liberty, Matagorda, Montgomery, Newton, Nueces, Orange, Polk, Refugio, Sabine, San Jacinto, San Patricio, Tyler, Victoria, Walker, Waller, Wharton

Subscribe to our email list

(https://public.govdelivery.com/accounts/USDHSFEMA/subscriber/new_category_id=USDHSFEMA_C83) to receive timely Texas Hurricane Harvey recovery updates, information and resources.

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Quick Links

- Visit our recovery resources (<https://www.fema.gov/news-release/2017/09/22/fact-sheet-resources-help-you-recover-hurricane-harvey>) page for a list of resources to help you recover from Hurricane Harvey.
- Visit our Hurricane Harvey Facebook Page (<https://www.facebook.com/FEMAHarvey/>) for recovery related information and updates.
- To locate a hotel that participates in FEMA's Transitional Sheltering Assistance (TSA) program, visit our interactive map (<http://fema.maps.arcgis.com/apps/webappviewer/index.html?id=d9804d50c7e140e2a659aba91dd9e307>) to find one near you.



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3367	
From:			
Subject: Discussion and consideration on sale of a Fire Skid and one (1) Tank to the City of Progreso and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background: Fire Skid for \$2,000 and a Tank for \$1,000			
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):			
Norma Cantu Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3424	
From:			
Subject: Discussion and consideration to accept the second lowest proposal for the acquisition and funding of Brush related equipment and authorize the Mayor to execute any related documents. Possible action. (Staffed by City Manager.)			
Background:			
Funding Source (budget code, if applicable):			
Amount:	Term of Impact:	Identified in Current Budget:	
Additional Action Prompted:			
If item previously considered, provide date and action by Commission:			
If item requires Publication Notice, provide date and periodical of publication; indicate if comments received from letters mailed to property owners:			
Advisory Review, if any (name of board/committee, date of action, recommendation):			
Norma Cantu Mike Perez		Created	
City Manager Comments: Approve.			
Staff Recommendation:			
Attachments, if any:			
Responsibilities upon Approval:			



Standardized Agenda Request Form

Date of Meeting: June 16, 2020		Agenda Item No. (to be assigned by CSO): 2020-3422	
From: Pete Garcia			
Subject: Discussion and consideration to contract Southern Trenchless Solutions, LLC., the lowest bidder for the repairs of a collapsed manhole and sewer line located on Mile 5 North Rd. and Sawgrass St. in the amount not to exceed \$162,188.95 and authorize the Mayor to execute any related documents. Possible action. (Staffed by Public Works Department.)			
Background: The county is scheduled to pave Mile 5 yet the project is on hold until the City completes these necessary repairs. The sewer issue affects everyone south of 18th St. along Westgate Dr. and Tierra Santa St. Staff has been flushing the lines daily to keep the sewer flow moving.			
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):			
Lucy Espinoza Pete Garcia Mike Perez		Created/Initiated New	
City Manager Comments: Approve.			
Staff Recommendation: Staff recommends approval for the above mentioned.			
Attachments, if any: QUOTES FOR REPAIRS ON MILE 5 AND SAWGRASS, IMG_5063, IMG_5061, IMG_5059, IMG_5060			
Responsibilities upon Approval:			



P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southern-trenchless.com

Quote Issued: 6/8/2020

Quote: 9418

Invoice Issued: _____

Invoice: _____

Purchase Order # _____

Buyboard Invoice

Project: City of Weslaco - Mile 5 Manhole Colapse

Buyboard Proposal Code No: 555-18

Line No.	Item No.	Description	QTY	UNIT	Unit Price	Total
1	377	Mobilization	1	EA	\$ 5,500.00	\$ 5,500.00
2	104	6"-18" Post TV Inspection after Rehab	650	LF	\$ 2.20	\$ 1,430.00
3	120	15"- 18" Point Repair (8'-12'deep)	1	EA	\$ 6,545.00	\$ 6,545.00
4	124	15"-18" Point Repair Extra Length	20	LF	\$ 110.00	\$ 2,200.00
5	132	Access Pit (>15'-20' deep)	1	EA	\$44,000.00	\$ 44,000.00
6	133	Extra Depth Access Pit (>20VF)	3	VF	\$ 5,500.00	\$ 16,500.00
7	139	Install New 4' DIA manhole 0'-6' deep	1	EA	\$ 5,500.00	\$ 5,500.00
8	140	Extra Depth 4' DIA manhole over 6' deep	17	VF	\$ 495.00	\$ 8,415.00
9	144	Flowable Fill	235	CY	\$ 110.00	\$ 25,850.00
10	146	Dewatering setup (well pointing)	1	EA	\$ 5,500.00	\$ 5,500.00
11	117	8"-12" Point Repair (0'-8' deep)	1	EA	\$ 5,225.00	\$ 5,225.00
12	123	8"-12" Point Repair Extra Length	40	LF	\$ 71.50	\$ 2,860.00
13	131	Access Pit (>12'-15'deep)	1	EA	\$27,500.00	\$ 27,500.00
14	137	Trench Safety	40	LF	\$ 11.00	\$ 440.00
		Payment & Performance Bond	1	EA	\$ 4,723.95	\$ 4,723.95
Total						\$162,188.95
Exclusion:						
1 Water to be provided by the City of Weslaco at no charge to Southern Trenchless, LLC.						
2 Waste site to be provided by City of Weslaco.						
3 Does not Include any Asphalt Repairs.						
Instructions: ** Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.						
Signature: _____ Print Name: _____						
Title: _____						

*** Please Make Checks Payable To:

Southern Trenchless Solutions, LLC.

P.O. Box 8084

Weslaco, Texas 78599



We Appreciate Your Business!!!

OMT UTILITIES
Luis Reyes III
1906 S. PLEASANTVIEW
WESLACO, TX 78596

Estimate

Date 6/10/2020
Estimate # 919

Name / Address

City of Weslaco

P.O. #

Terms

Due Date 6/10/2020
Other

Description	Qty	Rate	Total
Manhole on Mile 5. East of Milano Rd. Remove existing collapsed 20' manhole. Set up by-pass pumpoing from manhole to manhole approximately 800'. Remove and replace collapsed 6" pvc sewer line. Set de-watering well points to control water table. Replace with new 20' fiberglass manhole.		220,000.00	220,000.00
Total			\$220,000.00

OMT UTILITIES
luisreyes034@yahoo.com

956-778-0140

SAL Construction Management LLC**Quote**

P.O. Box 8185
Weslaco, TX 78599
956-202-1452

DATE: June 10, 2020

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

City of Weslaco

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
***Scope of Work ***			
<i>Emergency Manhole Colapse</i>			
Mobilization	1	\$ 8,000.00	\$ 8,000.00
Point Repair	1	\$ 72,500.00	\$ 72,500.00
New Manhole Installation	1	\$ 42,000.00	\$ 42,000.00
Dewatering	1	\$ 43,000.00	\$ 43,000.00
Trench Safety	1	\$ 1,000.00	\$ 1,000.00
Bypass	1	\$ 36,000.00	\$ 36,000.00
Televising	1	\$ 6,000.00	\$ 6,000.00
Bonds and Permits	1	\$ 5,000.00	\$ 5,000.00
TOTAL			\$ 213,500.00

Make all checks payable to **SAL Construction Management LLC**
If you have any questions concerning this quote please email anel@sal-construction.com

THANK YOU FOR YOUR BUSINESS!







